



Bloomington Public Transportation Corporation

130 West Grimes Lane, Bloomington, Indiana 47403
812.332.5688 Fax 812.332.3660



To: The BPTC Board of Directors
From: John Connell, General Manager
Date: December 15, 2023
Re: Board Meeting, Tuesday, December 19, 2023, 5:30 p.m.

Included below are your notes for the meeting of the Board of Directors set for Tuesday, December 19, 2023 at 5:30 p.m. in the Edward J. Kuntz Board Room, 130 W. Grimes Lane in Bloomington.

ACTION ITEMS

1. **Public Hearing & Consideration of Ordinance 23-02**
The first item of business is for the Board to hold a Public Hearing on the proposed 2024 Salary Ordinance. The annual salary ordinance requires a public hearing and it lists the various positions and the maximum salary for each position in 2024. The annual salary ordinance is a recurring routine item which requires approval by the Board. Salary ordinance is required for public organizations under state law. Ordinance 23-02 is included in your packet for consideration and adoption.
2. **Resolution 23-23 a resolution declaring the following BPTC equipment and parts obsolete, scrap, and or surplus.** This resolution authorizes the BPTC General Manager to dispose of items in accordance with BPTC procurement policies. Items include computers, a copy machine, a bus transmission and a coolant pump.
3. **Approval of the transfer of funds between Budget Categories:**
Resolution 23-24 provides for the transfer of \$500,000 from Budget Class IV, Motor Equipment to Budget Class I, Salaries and Wages and from Budget Class IV, Motor Equipment to Budget Class II, Professional Service. The transfer is a precautionary measure because of the Micro-Transit and Overtime costs.
4. **Resolution 23-25; a resolution approving the 2024 Public Official Bond for Christa Browning, Controller of the BPTC.**
This resolution provides authorization for Christa Browning, BT Controller to be bonded for 2024.
5. **Vending Machine Resolution 23-26**
Resolution 23-26 authorizes continued use of the vending machine funds for employee events and activities in 2022. The vending machines are provided for employees in the dispatch area as well as the maintenance break room. We also have soda and snack machines at our downtown transit center. Historically, BPTC has used commissions from these vending machines to fund employee functions such as picnics and Holiday parties as well as other employee activities.

Each year the Board has adopted a resolution which authorizes the use of vending machine commissions to fund such activities. Brenda Underwood maintains records of the vending machine fund and is the authorized person to disburse such funds. In typical years we collect \$2,000 to \$3,000 annually in vending machine commissions.

6. **Resolution 23-27; a resolution approving Addendum to the Inter-local Cooperation Agreement between the Bloomington Public Transportation Corporation and the City of Bloomington for professional services, thereby extending by one year on the same terms that applied in 2023.**

This resolution will continue the terms of the existing agreement for certain professional services until December 31, 2024. The fee schedule has increased slightly. Attorney fees will be billed at \$95.02 per hour and the IT fee will be billed at \$12,688 for the 2024. The extension of the existing agreement should allow adequate time for staff to assess and implement a strategy for the evolution of BT's Information Technology and future needs thereof.

7. **Resolution 23-28; resolution authorizing the award of purchase for three (3) Large BT Access paratransit vehicles, one (1) Small BT Access paratransit vehicle and three (3) Low Floor Mini-Van from Midwest Transit Equipment under State of Indiana Quantity Purchase Agreement (QPA) #44253**

The good news, the truck chassis crisis is coming to an end. Mini Bus manufacturers are once again capable of procuring the equipment necessary to build buses. The bad news is vehicle costs have increased roughly 85% and lead times are running nine months as compared to three months. Nonetheless, we feel fortunate to be able to make the purchase off the amended INDOT QPA. Vehicle quotes are included in the packet.

8. **Resolution 23-29; a resolution authorizing the General Manager to negotiate a contract with Ride Co USA Inc. for the purchase of an ADA Para-Transit/On Demand Micro-Transit software platform and related hardware with the assistance of Rothberg Law, not to exceed \$135,000.**

The evaluation committee which included our IT consultant, Left Turn Right Turn, has selected The Ride Company as the successful vendor to provide new On-Demand dispatch software. This software solution will allow for integrating BT & TNC Micro-Transit trips with ADA paratransit trips, on demand customer scheduling of trips through an app and allow for easier data collection. Staff and I are currently finalizing the contract details with the assistance of Rothberg Law.

9. **Resolution 23-30; a resolution authorizing the General Manager to negotiate a contract with Cubic Transportation Inc. for the purchase Electronic Fare Collection Equipment and system software with the assistance of Rothberg Law, not to exceed \$1,406,250.**

The evaluation committee which included our IT consultant, Left Turn Right Turn, has selected Cubic Transportation Inc. as the successful vendor to provide new Fare collection equipment, software and operating platforms. This software solution will allow for electronic payments, fare capping, seamless integration with our new CAD/AVL system, customer fare transactions through an app and allow for easier data collection. Staff and I are currently finalizing the contract details with the assistance of Rothberg Law.

10. **Resolution 23-31; a resolution approving Contract Change Order #1 with FourSquare ITP.**

Staff is recommending the issuance of a change order to FourSquare ITP Green Line Study, in an amount not to exceed \$30,000 for facilitating serveries for the *Transit Summit*. Given the level of interest in preserving and possibly expanding transit services among locally elected officials, Staff and I recommend having a professional facilitator to guide the discussion, outline options and possible funding mechanisms.

11. **2023 Board Meeting Dates**

Included in your packet is a proposed 2024 Board meeting schedule. Most meetings are scheduled for the 3rd Tuesday of the month. Please let me know if this proposed meeting schedule works for your calendars, if necessary we can make changes to the schedule and advertise any changes.

12. **Election of Officers for 2024**

Indiana Code requires that the Board annually elect a Chair and Secretary. Traditionally, you have also elected a Vice Chair and Treasurer. The staff recommends that a Secretary Pro Tem also be designated as well. The Secretary Pro Tem position only comes into play when the Secretary is not available for Board document signatures. In addition, the Board needs to appoint a Board representative to serve on the MPO Policy Committee.

AGENDA

Bloomington Public Transportation Corporation (BPTC)

Tuesday, December 19, 2023

130 W. Grimes Lane, Bloomington, IN 47403

Conference Room, 5:30 P.M

The December 19, 2023 Board meeting will be a hybrid meeting with the ability for Board members and/or the public to attend the meeting in-person or virtually at the link below:

Join Zoom Meeting

<https://us02web.zoom.us/j/89505563135>

Meeting ID: 895 0556 3135

PUBLIC MEETING

12/19/2023

- I. ROLL CALL
- II. OLD BUSINESS
- III. APPROVAL OF MINUTES – November 14, 2023
- IV. NEW BUSINESS – ACTION ITEMS
 1. **Public Hearing:** A public hearing on adopting the 2024 Salary Ordinance for officers and employees of the BPTC.
 2. Ordinance 23-02: An ordinance establishing salary and wage rates of appointed officers and employees of the BPTC, Monroe County, Indiana for the year 2024.
 3. Resolution 23-23; a resolution declaring the following BPTC equipment and parts obsolete, scrap, and or surplus and authorizing the BPTC General Manager to dispose of such items in accordance with BPTC procurement policies.
 4. Resolution 23-24; a resolution authorizing the transfer of funds between budget categories for calendar year 2023 budget.
 5. Resolution 23-25; a resolution approving the 2024 Public Official Bond for Christa Browning, Controller of the BPTC.

6. Resolution 23-26; a resolution authorizing the use of revenues from vending machines in BPTC buildings for BPTC employee functions in 2024.
7. Resolution 23-27; a resolution approving Addendum to the Inter-local Cooperation Agreement between the Bloomington Public Transportation Corporation and the City of Bloomington for professional services, thereby extending by one year on the same terms that applied in 2023.
8. Resolution 23-28; resolution authorizing the award of purchase for three (3) Large BT Access paratransit vehicles, one (1) Small BT Access paratransit vehicle and three (3) Low Floor Mini-Van from Midwest Transit Equipment under State of Indiana Quantity Purchase Agreement (QPA) #44253.
9. Resolution 23-29; a resolution authorizing the General Manager to negotiate a contract with RideCo USA Inc. for the purchase of an ADA Para-Transit/On Demand Micro-Transit software platform and related hardware with the assistance of Rothberg Law, not to exceed \$135,000.
10. Resolution 23-30; a resolution authorizing the General Manager to negotiate a contract with for the purchase Electronic Fare Collection Equipment and system software with the assistance of Rothberg Law, not to exceed \$1,406,250.
11. Resolution 23-31; a resolution approving Contract Change Order #1 with FourSquare ITP.
12. Motion to approve the proposed 2024 BPTC Board Meeting dates.
13. Elections of Officers for 2024; Board appointment to MPO

V. MANAGER & STAFF REPORTS

1. PROJECT UPDATES – John Connell **report**
2. NOVEMBER OPERATING STATISTICS – Shelley Strimaitis
3. NOVEMBER FINANCIAL REPORT -- Christa Browning
4. PERSONNEL REPORT & STUFF-A-BUS – Brenda Underwood

VI. APPROVAL OF CLAIMS

VII. COMMENTS FROM THE PUBLIC

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURNMENT – NEXT MEETING: January 16, 2024

AN ORDINANCE ESTABLISHING SALARY AND WAGE RATES OF APPOINTED OFFICERS AND EMPLOYEES OF THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION, MONROE COUNTY, INDIANA FOR THE YEAR 2024.

BE IT HEREBY ORDAINED BY THE BOARD OF DIRECTORS OF THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION, MONROE COUNTY, INDIANA, THAT:

SECTION I: From and after January 1, 2024, the maximum salaries and pay schedule for the following appointed officers and employees of the Bloomington Public Transportation Corporation shall be fixed as follows:

Board Members	\$ 1,200
Chief Financial Officer/Controller	\$ 4,893/bi-weekly
Operations Manager	\$ 4,449/bi-weekly
Human Resources Administrator/Marketing	\$ 3,676/bi-weekly
Fleet Maintenance Manager	\$ 4,044/bi-weekly
Planning and Special Projects	\$ 3,342/bi-weekly
Chief Safety & Training Officer	\$ 3,605/bi-weekly
Marketing & Development Manager	\$ 3,499/bi-weekly
Grant & Procurement Specialist	\$ 3,180/bi-weekly
IT Manager	\$ 4,615/bi-weekly
Paratransit Mobility Manager	\$ 31.80/hr.
Building & Grounds Technician	\$ 29.15/hr.
Dispatcher/Supervisor	\$ 34.53/hr.
Road Supervisor	\$ 34.53/hr.
Human Resources Assistant	\$ 34.53/hr.
Transit Service Attendant Supervisor	\$ 37.98/hr.
Financial Administrative Assistant	\$ 34.53/hr.
Receptionist	\$ 19.98/hr.
Inventory/Maintenance Specialist	\$ 34.53/hr.
Master Mechanic	\$ 30.79/hr.
Fixed Route Bus Operator	\$ 26.64/hr.
BT Access Operator	\$ 26.15/hr.
PMI Mechanic	\$ 24.79/hr.
Service Attendant	\$ 22.29/hr.
Security/Customer Assistance Attendant	\$ 17.39/hr.
Intern	\$ 18.09/hr.

SECTION II: In addition to the above wages, certain employees shall be eligible for benefits as outlined in employment agreements or in the collective bargaining agreement with AFSCME, Local 613.

Downtown Customer Service Attendants and Grimes Lane Receptionist will be eligible for a longevity bonus, to be funded in the calendar year 2024 BPTC budget. The sum of the longevity bonus will equate to \$100 for each full year of service as of December 2023, and may not exceed \$2,000.

At the discretion of the General Manager or the Board of Directors, management staff may be paid a recognition of excellency achievement bonus in addition to the salary set above.

This ordinance shall be in full force and effect starting January 1st and after its passage by the Board of Directors of the Bloomington Public Transportation Corporation.

PASSED AND ADOPTED by the Board of Directors of the Bloomington Public Transportation Corporation of the City of Bloomington, Indiana, this 19th day of December, 2023.

APPROVE:

James McLary, Chair
Bloomington Public Transportation Corporation

ATTEST:

Nancy Obermeyer, Secretary
Bloomington Public Transportation Corporation

RESOLUTION 23-23

A resolution declaring the following BPTC equipment and parts obsolete, scrap, and/or surplus and authorizing the BPTC General Manager to dispose of such items in accordance with BPTC Procurement Policies.

WHEREAS, Section 1.3.7 of the Procurement Policies of the Bloomington Public Transportation Corporation (BPTC) sets forth procedures to be followed for the disposal of obsolete, scrap and surplus; and

WHEREAS, the BPTC General Manager has identified the following items as obsolete, surplus and scrap;

<u>Asset Number</u>	<u>Year</u>	<u>Description</u>
2013-13	2013	Computer
2014-13	2014	Toshiba e-Studio 506 Copier
2015-02	2015	Engine Rebuild #551
2015-08	2015	Computer
2015-21	2015	Transmission Rebuild #551
2015-26	2015	Computer
2016-15	2015	Laptop
2017-03	2017	Computer
2019-02	2019	Laptop
2019-03	2019	Computer
2019-28	2019	Computer
2007-03	2007	Coolant Pump

WHEREAS, the BPTC General Manager has identified part number 82-17150 – King Pin Kit; Lincoln ARC welder Model 225; Blue Point Wire Welder Model MB120A; and a pallet of bus seat inserts as obsolete and has proposed to dispose of and declare as scrap and surplus.

NOW THEREFORE, BE IT RESOLVED: The BPTC Board of Directors declares the above listed items and parts as obsolete, scrap and/or surplus and directs the General Manager to dispose of the above listed items and parts in accordance with the BPTC Procurement Policies.

APPROVE:

ATTEST:

James McLary, Chair
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved this 19th day of December, 2023.

RESOLUTION 23-24

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN BUDGET CATEGORIES FOR THE CALENDAR YEAR 2023 BUDGET.

WHEREAS, the Bloomington Public Transportation Corporation is in need of additional funds in Budget Class I – Salaries and Wages and Budget Class II – Professional Services for the Calendar year 2023 budget,

WHEREAS, funds are available from Budget Class IV– Capital, for transfer into Budget Class I and III.

NOW THEREFORE, BE IT RESOLVED: The Bloomington Public Transportation Corporation Board of Directors directs the Controller to adjust the Calendar Year 2023 budget to reflect the following changes:

<u>From</u>	<u>Title</u>	<u>Amount</u>	<u>To</u>	<u>Title</u>	<u>Amount</u>
5645	Motor Equipment	\$500,000	5010	Wages	\$500,000
5645	Motor Equipment	\$500,000	5345	Other Professional	\$500,000

ATTEST:

APPROVE:

James McLary, Chair
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved the 19th day of December, 2023.

RESOLUTION 23-25

**A RESOLUTION APPROVING THE 2024 PUBLIC OFFICIAL BOND FOR
CHRISTA BROWNING, CONTROLLER OF THE BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION (BPTC)**

WHEREAS, Christa Browning is the Controller of the Bloomington Public Transportation Corporation by action of the BPTC Board of Directors effective October 26, 2004; and

WHEREAS, the Controller has given bond in a sum and under conditions that are satisfactory to the BPTC Board of Directors; and

WHEREAS, such bond is now being renewed;

NOW THEREFORE, BE IT RESOLVED: The BPTC Board of directors approves the 2024 Public Official Bond for Christa Browning, Controller of the Bloomington Public Transportation Corporation.

APPROVE:

ATTEST:

James McLary, Chairman
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved this 19th day of December, 2023.

RESOLUTION 23-26

A resolution authorizing the use of revenues from vending machines in BPTC buildings for BPTC employee functions in 2024.

WHEREAS, for the convenience of Bloomington Public Transportation Corporation employees and the public, vending machines are placed in BPTC buildings; and

WHEREAS, it is customary that commission revenues are earned on vending machine sales; and

WHEREAS, it is appropriate to hold functions for the benefit of employees for recognition of service, fellowship and morale;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation that commission revenues earned on sales from vending machines located in the garage and operations area at 130 West Grimes Lane and sales from vending machines located at the BPTC Downtown Transit Center at 301 S. Walnut Street be dedicated for use for employee functions in 2024.

ATTEST:

APPROVED:

12-19-23

Nancy Obermeyer
Secretary
Bloomington Public
Transportation Corporation

12-19-23

James McLary
Chair
Bloomington Public
Transportation Corporation

RESOLUTION 23-27

SERVICE AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, INDIANA AND
THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FOR THE YEAR 2024

WHEREAS, Ind. Code §36-9-4-11 authorized the creation of the Bloomington Public Transportation Corporation (“BPTC”), which is a municipal corporation, separate from and independent of the City of Bloomington; and

WHEREAS, Ind. Code §36-9-4-33 authorizes the Board of Directors of a Public Transportation Corporation to contract with any person upon the terms and conditions the Board considers best for the Corporation; and

WHEREAS, the City of Bloomington, Indiana (“City”) provides services to the BPTC, which if not so provided would have to be provided by the BPTC itself, or secured from private professional firms; and

WHEREAS, the BPTC wishes to compensate the City for the services provided; and

WHEREAS, these payments for services are based upon statistically verifiable costs which have been converted to an hourly rate or to an annual fee; and

WHEREAS, this agreement may be renewed at the end of its term only after both the City and BPTC review the services provided so that the scope of services and compensation can be adjusted, if necessary.

NOW, THEREFORE, the City and the BPTC agree as follows:

1. Duration

A. This agreement shall be in full force and effect from January 1, 2024 until December 31, 2024.

B. The parties agree to renegotiate this agreement at a mutually agreeable time to become effective for the calendar year 2025.

2. Purpose

The purpose of this agreement is to establish that the City shall provide certain services to the BPTC, and that the BPTC shall compensate the City for these services.

3. Provision of Services

A. The City shall provide the BPTC with the services of the City’s Legal Department including Risk Management services. Said services may include, but not be limited to:

- Securing insurance coverage in the amounts and types mutually agreed upon;
- Preparing, negotiating, and reviewing contracts;

- Representing the BPTC in legal matters;
- Initiating and responding to legal actions on behalf of the BPTC;
- Reviewing ordinances and resolutions;
- Advising and counseling Bloomington Transit management and the BPTC Board of Directors in legal matters;
- Investigating and administering BPTC tort claims and other insurance-related claims and/or lawsuits; and
- Providing safety-related training for BPTC employees.

Attorney fees shall be billed at an hourly rate of \$95.02 per hour in 2024¹, based on the number of hours of legal service provided to BPTC. This fee will increase by three percent each year of the term of this contract. Clerical fees shall be billed quarterly at an hourly rate of \$30. Legal will not bill BPTC for more than ten hours a month for clerical services.

B. The City, by and through its Information & Technology Services (ITS) Department shall provide the BPTC with comprehensive information technology (IT) operation and support services. Said IT services shall include, but not be limited to, the following:

- Coordination of the service and repair of BPTC desktop and server computers, including monitors and associated peripheral components. BPTC shall be responsible for any costs incurred to repair the equipment by outside vendors;
- Maintenance of the BPTC local area network;
- Coordination of computer hardware, software, peripheral device and general information technology purchasing and capital replacement;
- Management of operating system, server and software licensing;
- Deployment of tested standardized desktop builds;
- GIS services (mapping, address data maintenance, custom data requests);
- Provision of commodity Internet bandwidth;
- Provision and maintenance of network connectivity between BPTC facilities on the City's fiber optic ring;
- Webhosting for the BPTC's website, web services and mobile services; and
- Provision of daily archiving and back-up services.

ITS services may also include the following:

- Database design and custom desktop/web application development services; and
- ITS computer training classes for BPTC personnel.

The City shall supply these services to BPTC subject to the following conditions:

- BPTC shall conform to all City of Bloomington IT policies, including the proper licensing of software, system security requirements and acceptable use standards;

¹¹¹ This rate was calculated based on the original rate of \$77.25 per hour in 2017 and the 3% annual increase per the terms of this contract.

- BPTC shall notify the ITS Help Desk of any IT support issues within one business day of occurrence;
- BPTC computers must be secured by ITS in such a way as to prevent modification and possess a standardized ITS desktop build;
- At BPTC's request, ITS shall develop technical specifications and minimum requirements for new technologies, including but not limited to software, hardware, externally-developed applications for the web or desktop;
- BPTC shall consult with ITS at the earliest stage of deliberations on new technologies. BPTC and ITS shall jointly analyze and evaluate new information technology systems before purchase by BPTC, including but not limited to software, hardware and externally-developed applications for the web, desktop or mobile-device environments; BPTC and ITS shall endeavor to reach reasonable and mutual agreement on new technologies to ensure compatibility and optimization with BPTC's local area network;
- BPTC reserves the right to make all final decisions on the purchase of new technologies (including but not limited to software, hardware and externally-developed applications for the web, desktop or mobile-device environments). In the event of disagreement on the selection of new technologies (including but not limited to software, hardware and externally-developed applications for the web, desktop or mobile-device environments), ITS reserves the right to not support any such new technology systems purchased by BPTC. At its option, ITS may terminate all provisions of Section B of this Agreement in accordance with Section 12 of this agreement;
- BPTC shall adhere to and enforce the provisions of the City of Bloomington's Information Technology Policies and Procedures Manual, with the exception of Section 3.01 (B), personal use. Attached as Exhibit A is a copy of the IT manual. BPTC will set its own policies on personal computer use;
- BPTC shall not grant access to the City's network and networked systems to a third party except with the approval and facilitation of ITS;
- BPTC shall provide ITS with copies (digitally if possible) of current and future contracts with IT-related vendors, including up-to-date contract information;
- BPTC shall consult with ITS before making any changes to its facilities that could affect networking, printing, surveillance and/or telephone services and thus the quality of services ITS provides to BPTC;
- BPTC will strive to bring its systems in line with the ITS support environment over time;
- BPTC will work with ITS to clearly define who (vendors, BPTC staff or ITS staff) is responsible for the support of BPTC's various applications and servers;
- Barring disaster or other serious emergency, ITS shall assure BPTC of two-hour response time to any issues or problems with BPTC's local area network that affect BPTC's ability to successfully carry out mission critical functions. ITS shall assure

BPTC of next day response time to any issues or problems with BPTC's local area network that affect non-mission critical functions;

- BPTC will keep its hardware and software up-to-date with regular maintenance;

ITS will provide BPTC with the same level of service and professionalism as it provides City departments.

ITS' costs of the services described herein shall be \$12,668.00 in 2024², to be paid in quarterly installments. This fee will increase by three percent a year during the term of this contract.

4. Other Services

The City shall provide BPTC services from other City departments on an as-needed basis at the same fee charged for legal services.

5. Limitation on Scope of Services

The obligation of the City to provide services under this agreement is subject to the right of each Department to refuse to perform any particular service or category of services where the Department determines that performance of same would be detrimental to the Department's ability to fulfill its City functions, for any reason. It is the intention of the City to continue the same or more general amount and level of service to BPTC as is presently being provided, while making explicit the City's right in the future, as it has done in the past, to refuse services to BPTC in situations described in this Paragraph.

6. Records

The City agrees to maintain all records necessary to support claimed costs, including hourly records of time spent by Legal and other staff in providing services to BPTC.

7. Direct Service Charges

The BPTC also agrees to pay any direct charges for certain central services actually used by BPTC which are accounted for and billed to City agencies as Internal Service Charges. These could include but are not limited to Risk Management Services.

8. Notice

Any notices, submissions or documents required by this agreement shall be sent to the City of Bloomington, care of the Mayor's Office, City Hall, Showers Plaza, Post Office Box 100, Bloomington, Indiana 47402 or to the Bloomington Public Transit Corporation, care of Bloomington Transit, 130 West Grimes Lane, Bloomington, IN 47403.

9. Access to Records and Reports

(1) The City agrees to permit any of the following parties to reproduce records related to this agreement by any means whatsoever or to copy excerpts and transcriptions as reasonably

² This rate was calculated based on the original rate of \$10,300 in 2017 and the 3% annual increase per the terms of this contract.

needed: BPTC, Federal Transit Administration ("FTA"), the Comptroller General of the United States or any of their authorized representatives, The Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

(2) The City agrees to maintain all books, records, accounts and reports required under this agreement for a period of not less than three years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which the City agrees to maintain same for five years after exhaustion of litigation.

10. No Obligation by the Federal Government

(1) The BPTC and the City acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the BPTC, the City, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The City agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the City who will be subject to its provisions.

11. Program Fraud and False or Fraudulent Statements or Related Acts

(1) The City acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, may apply to its actions pertaining to this Project. Upon execution of the underlying contract, the City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the City further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City to the extent the Federal Government deems appropriate.

(2) The City agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provide by FTA. It is further agreed that the clauses shall not be modified, except to identify the City who will be subject to the provisions.

12. Termination for Convenience

Either party may terminate this contract, in whole or in part, at any time by written notice to the other party when it is in the party's best interest. The City shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The City shall promptly submit its termination claim to the BPTC to be paid to the City. If the City has

any property in its possession belonging to the BPTC, the City will account for the same, and dispose of it in the manner the BPTC directs.

13. Termination for Default

If the City fails to perform in the manner called for in the contract, or if the City fails to comply with any provisions of the contract, the BPTC may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the City setting for the manner in which the City is in default. The City will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BPTC that the City had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the City, the BPTC, after setting up a new delivery of performance schedule, may allow the City to continue work, or treat the termination as a termination for convenience.

If the City fails to deliver supplies or to perform the services within the time specified in this contract of any extension or if the City fails to comply with any other provisions of this contract, the BPTC may terminate this contract for default. The BPTC shall terminate by delivering to the City a Notice of Termination specifying the nature of the default. The City will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the City was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BPTC.

14. Opportunity to Cure

The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the City ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted, and other appropriate conditions.

If the City fails to remedy to the BPTC's satisfaction the breach or default of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the City or written notice from the BPTC setting forth the nature of said breach or default, the BPTC shall have the right to terminate the Contract without any further obligation to the City. Any such termination for default shall not in any way operate to preclude the BPTC from also pursuing all available remedies against the City and its sureties for said breach or default.

15. Waiver of Remedies for Any Breach

In the event that the BPTC elects to waive its remedies for any breach by the City of any covenant, term or condition of this Contract, such waiver by the BPTC shall not limit BPTC's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

16. Civil Rights

The following requirements apply to the underlying Contract:

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the City agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the City agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the City agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11275, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 200e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The City agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the City agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law 49 U.S.C. § 5332, the City agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the City agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with Section 102 of the Americans with Disabilities, as amended, 42 U.S.C. § 12112, the City agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, pertaining to employment of persons with disabilities. In addition, the City agrees to comply with any implementing requirements FTA may issue.

(3) Subcontracts – The City also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. Disputes

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others whose acts are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such a damage.

All claims, counterclaims, disputes and other matters in question between the BPTC and the City arising out of or relating to this agreement or its breach will be decided by good faith negotiation between the parties, followed by arbitration if the parties mutually agree, or an action in a court of competent jurisdiction within the State in which the BPTC is located.

The duties and obligation imposed by this agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BPTC or the City shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Disadvantaged Business Enterprise

If applicable, the City agrees to the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the project:

(a) This Contract may be subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. BPTC's overall goal for DBE participation is 0.48%

(b) The City shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the City to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as BPTC deems appropriate. Each subcontract the City signs with a Contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror may be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The City is required to pay its Contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the City's receipt of payment for that work from the BPTC. In addition, the City is required to return any retainage payments

to those Contractors within 30 days after the City's work related to this contract is satisfactorily completed.

(e) The City must promptly notify BPTC, whenever a DBE Contractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE City to perform at least the same amount of work. The City may not terminate any DBE Contractor and perform that work through its own forces or those of an affiliate without prior written consent of BPTC.

19. Energy Conservation

If applicable, the City agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

21. Required State Assurances

The City hereby certifies that it is in full compliance with the E-verify requirements of I.C. 22-5-1.7-11 and with the non-investment in Iran requirements of I.C. 5-22-16.5.

22. Prompt Payment

The prime contractor or firm agrees to pay each subcontractor or firm under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor or firm receives from BPTC. The prime contractor or firm agrees further to return retainage payments to each subcontractor or firm within thirty (30) days after the subcontractor or firm's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of BPTC. This clause applies to both DBE and non-DBE subcontractor or firms.

- (1) If the prime contractor or firm fails to pay the subcontractor or firm within thirty (30) days, the prime contractor or firm must notify BPTC and the subcontractor or firm, in writing, of its intention to withhold all or part of the subcontractor or firm's payment with the reason for nonpayment.
- (2) The prime contractor or firm is obligated to pay interest to the subcontractor or firm on all amounts owed by the contractor or firm that remain unpaid after thirty (30) days following receipt by the contractor or firm of payment from BPTC for work performed by the subcontractor or firm under that contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the prime contractor or firm to make prompt payment to the subcontractor or firm hereinbefore provided will result in notification to the prime contractor or firm's bonding company, if any, by BPTC.
- (3) Should either the prime contractor or firm or subcontractor or firm advise BPTC of a payment issue involving a DBE contractor or firm, the DBE officer shall be notified so as to investigate, as appropriate.

(4) BPTC may conduct prompt payment audits that require prime contractor or firm to submit appropriate documentation to verify compliance with this provision.

23. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the latest Master Agreement between BPTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to do so comply shall constitute a material breach of this contract

DATED this _____ day of _____, 2023

CITY OF BLOOMINGTON

**BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION**

By: _____

John Hamilton, Mayor

By: _____

James McLary, Chair

ATTEST: _____

ATTEST: _____

RESOLUTION 23-28

A resolution authorizing the award of purchase for three (3) Large BT Access paratransit vehicles, one (1) Small BT Access paratransit vehicle and three (3) Low Floor Mini-Van from Midwest Transit Equipment under State of Indiana Quantity Purchase Agreement (QPA) #44253.

WHEREAS, Bloomington Public Transportation Corporation (BPTC) desires to provide for the regular replacement of revenue vehicles in order to maintain a modern and efficient fleet; and

WHEREAS, BPTC has programmed in its CY 2023 capital budget an item for the purchase of BT Access and Micro-Transit vehicles; and

WHEREAS, Section 1.7 of BPTC's Procurement Policies where feasible provides for the use of the State Quantity Purchase Award (QPA) program for purchases; and

WHEREAS, BPTC has determined that such BT Access vehicles are available under the State QPA program at a competitively bid price;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation (BPTC) that an award be made to Midwest Transit Equipment for the purchase of three (3) Large BT Access paratransit vehicles, priced at \$137,378.60 per vehicle, one (1) Small BT Access paratransit vehicle, priced at \$131,248.04 and three (3) Low Floor Mini-Vans price at \$72,272.60 per vehicle, for a grand total cost of \$760,201.64.

APPROVE:

ATTEST:

12-19-23
James McLary
Chair
Bloomington Public
Transportation Corporation

12-19-23
Nancy Obermeyer
Secretary
Bloomington Public
Transportation Corporation

Click on yellow cells to enter information

Midwest Transit Equipment, Inc.
4500 S. Indianapolis Road
Whitestown, Indiana 46075
Joe Kizinski / Regional Sales Manager
574-612-4063
joe.kizinski@midwesttransit.com

Customer	Bloomington Public Transit Corporation		
Project			
Vehicle	Large Transit 12+2 or 10+3 (Non CDL)	Date	12/11/23

For Options QTY, Only Enter For
3 Vehicle In Bold QTY Column

Enter Quantity of Vehicles Here **3**
Grand Total Order Price is Shown Below

Option	QTY	Base Vehicle Descriptions / See Specifications & Standard Equipment PDF's for Items Included in Base Price	PRICE	EXTENDED
5	1	Large Transit Vehicle / 306" / 16 Ambulatory & 2 Wheelchairs / CDL Required 25' 6" Bumper to Bumper / Ford E450 / MY2024 / 14,500 GVWR / WB 176"	\$ 120,991.00	\$ 120,991.00
6	1	Large Transit Model Year 2025 Chassis Price Increase	\$ 2,215.00	\$ 2,215.00
Optional Equipment / Adds To or Replaces Applicable Base Vehicle Standard Equipment				
14	1	Bumper, Front Energy Absorbing	\$ 1,435.00	\$ 1,435.00
15	1	Cameras - Safety Vision. Per Safety Vision 12/7/23 BOM. Includes SV back up camera for recording only. Bus to maintain standard Rosco Back Up Camera STSK4750B with 7" Mirror Monitor, so there will be 2 cameras on the top rear exterior. Also includes installation charges by Safety Vision Technicians post delivery at BPTC.	\$ 4,685.00	\$ 4,685.00
21	1	Egress - Emergency Windows Ajar Warning / Visible & Audible on Driver Console	\$ 260.00	\$ 260.00
28	1	Exterior - All Fiberglass Composite Exterior (Pressure Laminated Walls)	\$ 2,300.00	\$ 2,300.00
30	1	Flooring - Flat Raised Floor No Wheel Wells. Required w/ extra WC's. Height is 75" (Standard is 77") Standard 3 Step	\$ 725.00	\$ 725.00
32	1	Flooring - Altro Transflor 2.2mm Meta (TFM22) Safety Flooring 22903 Storm Gray in Lieu of Standard Gerflor Tarabus NT 2.25mm Safety Flooring	\$ 675.00	\$ 675.00
34	1	Grab - Driver Side Assist Handle	\$ 150.00	\$ 150.00
42	1	Lift - Front Curbside Mounted Wheel Chair Lift / Medium or Large Transit Requires Raised Floor Above.	NC	NC
45	1	Mirror - 6" x 16" Flat / Mounted Over Driver for Passenger Viewing	\$ 75.00	\$ 75.00
47	1	Modesty Panel Behind Rear Wheel Chair Position. Includes heavy duty fasteners. Bottom of panel to be 32" from floor.	\$ 275.00	\$ 275.00
48	1	Modesty Panel Behind Lift. Straight vertical floor to ceiling stanchion pole, no elbows. Includes heavy duty fasteners. Bottom of panel to be 32" from floor.	\$ 275.00	\$ 275.00
49	4	Modesty Panel Upgrade adding custom Formica panel material. 4 places: Driver Stanchion, Entry Door, Behind Lift, Behind Rear WC Position.	\$ 175.00	\$ 700.00
55	1	Publications - Parts Manual Standard (Does Not Include Added Optional Equipment) On Flash Drive.	\$ 60.00	\$ 60.00
62	1	Seating - Arm Rest Black	\$ 65.00	\$ 65.00
65	1	Seating - Driver's Seat / Deluxe / USSC G2ELP-OR / Black Cloth	\$ 1,860.00	\$ 1,860.00
71	2	Seating - Fixed Seat, Belts, Arm Rest & Grab / Two Passenger / Delete	\$ (950.00)	\$ (1,900.00)
74	1	Signage - Dual Language (English/Spanish)	\$ 42.00	\$ 42.00
80	1	Wheelchair Restraint - 1 Additional / 2 is standard. Requires changing fixed seating to foldaway seats, or eliminating fixed seats. / Requires "Flooring - Flat Raised Floor No Wheel Wells Above. Suggest Belt Storage Pouch or TDS Below.	\$ 1,230.00	\$ 1,230.00
81	1	Wheelchair Restraint - 1 Additional Retractor Storage Pouch / 2 is standard	\$ 90.00	\$ 90.00
82	1	Wheelchair Restraint - Additional L-Track for custom front to back continuous track.	\$ 1,125.00	\$ 1,125.00
Delivery				
90	66	Delivery charge if not picked up from 4500 S. Indianapolis Road, Whitestown, IN 46075: \$1.60 per mile. Per Google Maps, enter ONE WAY miles in yellow cell to left. No Charge within Marion County.	\$ 1.60	\$ 105.60
NOTES				
91	1	Exterior All White / No Paint or Graphics	NC	NC
92	1	Publications - Electrical As Built Diagrams on flash drive now standard.	NC	NC
93	1	Publications - Helms Chassis Manual not included. Availability from Ford / Helm typically available 18 months after model year changeover. Can buy directly via Helm.com	NA	NA
94	1	Rear Amber Lights. Programmed to automatically flash with passenger and/ or lift door(s) open, then automatically shut off when both are closed. Eliminates driver switch and indicator.	NC	NC
95	1	Rear Egress Door is standard	NC	NC
96	1	Chassis price increases sent to IDOA 12/6/23 for QPA Amendment Approval.		
			SUBTOTAL PER VEHICLE	\$ 137,378.60
			VEHICLE QUANTITY	3
			ORDER GRAND TOTAL	\$ 412,135.80

Click on yellow cells to enter information

Midwest Transit Equipment, Inc.
 4500 S. Indianapolis Road
 Whitestown, Indiana 46075
 Joe Kizinski / Regional Sales Manager
 574-612-4063
 joe.kizinski@midwesttransit.com

Customer Project Vehicle	Bloomington Public Transit Corporation
Vehicle	Small Transit 8+1 or 6+2
Date	12/11/23

For Options QTY, Only Enter For 1 Vehicle In Bold QTY Column

Enter Quantity of Vehicles Here
 Grand Total Order Price is Shown Below

Option	QTY	Base Vehicle Descriptions / See Specifications & Standard Equipment PDF's for Items Included in Base Price	PRICE	EXTENDED
1	1	Small Transit Vehicle / 266" / 8 Ambulatory & 2 Wheelchairs / Non CDI 22' 2" Bumper to Bumper / Ford E350 / MY2024 / 11,500 GVWR / WB 138"	\$ 113,758.00	\$ 113,758.00
2	1	Small Transit Model Year 2025 Chassis Price Increase	\$ 2,213.44	\$ 2,213.44
3	1	Small Transit Optional Ford E350 / MY2025 / 12,500 GVWR / WB 158"	\$ 529.00	\$ 529.00
Optional Equipment / Adds To or Replaces Applicable Base Vehicle Standard Equipment				
14	1	Bumper, Front Energy Absorbing	\$ 1,435.00	\$ 1,435.00
15	1	Cameras - Safety Vision. Per Safety Vision 12/7/23 BOM. Includes SV back up camera for recording only. Bus to maintain standard Rosco Back Up Camera STSK4750B with 7" Mirror Monitor, so there will be 2 cameras on the top rear exterior. Also includes installation charges by Safety Vision Technicians post delivery at BPTC.	\$ 4,685.00	\$ 4,685.00
21	1	Egress - Emergency Windows Ajar Warning / Visible & Audible on Driver Console	\$ 260.00	\$ 260.00
28	1	Exterior - All Fiberglass Composite Exterior (Pressure Laminated Walls)	\$ 2,300.00	\$ 2,300.00
30	1	Flooring - Flat Raised Floor No Wheel Wells. Required w/ extra WC's. Height is 75" (Standard is 77") Standard 3 Step	\$ 725.00	\$ 725.00
32	1	Flooring - Altro Transflor 2.2mm Meta (TFM22) Safety Flooring 22903 Storm Gray in Lieu of Standard Gerflor Tarabus NT 2.25mm Safety Flooring	\$ 675.00	\$ 675.00
34	1	Grab - Driver Side Assist Handle	\$ 150.00	\$ 150.00
42	1	Lift - Front Curbside Mounted Wheel Chair Lift / Medium or Large Transit Requires Raised Floor Above.	NC	NC
45	1	Mirror - 6" x 16" Flat / Mounted Over Driver for Passenger Viewing	\$ 75.00	\$ 75.00
47	1	Modesty Panel Behind Rear Wheel Chair Position. Includes heavy duty fasteners. Bottom of panel to be 22" from floor.	\$ 275.00	\$ 275.00
48	1	Modesty Panel Behind Lift. Straight vertical floor to ceiling stanchion pole, no elbows. Includes heavy duty fasteners. Bottom of panel to be 22" from floor.	\$ 275.00	\$ 275.00
49	4	Modesty Panel Upgrade adding custom Formica panel material. 4 places: Driver Stanchion, Entry Door, Behind Lift, Behind Rear WC Position.	\$ 175.00	\$ 700.00
55	1	Publications - Parts Manual Standard (Does Not include Added Optional Equipment) On Flash Drive.	\$ 60.00	\$ 60.00
62	1	Seating - Arm Rest Black	\$ 65.00	\$ 65.00
65	1	Seating - Driver's Seat / Deluxe / USSC G2ELP-QR / Black Cloth	\$ 1,860.00	\$ 1,860.00
74	1	Signage - Dual Language (English/Spanish)	\$ 42.00	\$ 42.00
82	1	Wheelchair Restraint - Additional L-Track for custom front to back continous track.	\$ 750.00	\$ 750.00
88	1	Wheels - Stainless Steel Full Wheel Covers / Inserts / Liners / Set of 4	\$ 310.00	\$ 310.00
Delivery				
90	66	Delivery charge if not picked up from 4500 S. Indianapolis Road, Whitestown, IN 46075: \$1.60 per mile. Per Google Maps, enter ONE WAY miles in yellow cell to left. No Charge within Marion County.	\$ 1.60	\$ 105.60
NOTES				
91	1	Exterior All White / No Paint or Graphics	NC	NC
92	1	Publications - Electrical As Built Diagrams on flash drive now standard.	NC	NC
93	1	Publications - Helms Chassis Manual not included. Availability from Ford / Helm typically available 18 months after model year changeover. Can buy directly via Helminc.com	NA	NA
94	1	Rear Amber Lights. Programmed to automatically flash with passenger and/ or lift door(s) open, then automatically shut of when both are closed. Eliminates driver switch and indicator.	NC	NC
95	1	Rear Egress Door is standard	NC	NC
96	1	Chassis price increases sent to IDOA 12/6/23 for QPA Amendment Approval.		
			SUBTOTAL PER VEHICLE	\$ 131,248.04
			VEHICLE QUANTITY	1
			ORDER GRAND TOTAL	\$ 131,248.04

Click on yellow cells to enter information

Midwest Transit Equipment, Inc.
 4500 S. Indianapolis Road
 Whitestown, Indiana 46075
 Joe Kizinski / Regional Sales Manager
 574-612-4063
joe.kizinski@midwesttransit.com

Customer	Bloomington Public Transit Corporation		
Project			
Vehicle	Low Floor Minivan WITH Center Foldaway	Date	12/11/23

For Options QTY, Only Enter For
 1 Vehicle in Bold QTY Column

Enter Quantity of Vehicles Here
 Grand Total Order Price is Shown Below

3

Option	QTY	Product Description	PRICE	EXTENDED
1	1	Vehicle, Low Floor Minivan, Chrysler Voyager LX / Braun Entervan MY 2023 Now includes longer ramp / 31" x 57" vs old 31" x 52"	\$ 67,167.00	\$ 67,167.00
2	1	Double Foldaway Center Seat. Side Entry Only.	\$ 1,800.00	\$ 1,800.00
Options for Rear Entry				
10	1	Cameras - Safety Vision. 3 Cameras per Safety Vision 12/11/23 BOM. Base chassis includes Chrysler OEM backup camera & monitor. Price also includes installation charges by Safety Vision Technicians post delivery at BPTC.	\$ 3,200.00	\$ 3,200.00
Delivery				
13	66	Delivery charge if not picked up from 4500 S. Indianapolis Road, Whitestown, IN 46075: \$1.60 per mile. Per Google Maps, enter ONE WAY miles in yellow cell to left. No Charge within Marion County.	\$ 1.60	\$ 105.60
			SUBTOTAL PER VEHICLE	\$ 72,272.60
			VEHICLE QUANTITY	3
			GRAND TOTAL	\$ 216,817.80

RESOLUTION 23-29

A resolution authorizing the award of contract for On Demand Micro-Transit / ADA Paratransit Dispatch Software subject to the successful negotiation of a contract.

WHEREAS, the Bloomington Public Transportation Corporation (BPTC) Board of Directors recognized the need for the issuance of a Request for Proposals (RFP) for On Demand Micro-Transit / ADA Paratransit Dispatch Software; and

WHEREAS, the Bloomington Public Transportation Corporation (BPTC) issued a Request for Proposals with submissions due November 10, 2023; and

WHEREAS, the proposal submitted by RideCo US Inc. was responsive, responsible and ranked the highest on the basis of evaluation criteria; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation that it hereby authorizes the general manager to enter into a contract after legal review with for On Demand Micro-Transit / ADA Paratransit Dispatch Software professional services not to exceed \$135,000 under the terms and conditions to be negotiated by the parties.

APPROVE:

ATTEST:

James McLary, Chair
Bloomington Public Transportation
Corporation

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved this 19th day of December, 2023.

RESOLUTION 23-30

A resolution authorizing the award of contract for Electronic Fare Collection Equipment / Fare Collection Operating Solution subject to the successful negotiation of a contract.

WHEREAS, the Bloomington Public Transportation Corporation (BPTC) Board of Directors recognized the need for the issuance of a Request for Proposals (RFP) for Electronic Fare Collection Equipment / Fare Collection Operating Solution; and

WHEREAS, the Bloomington Public Transportation Corporation (BPTC) issued a Request for Proposals with submissions due November 10, 2023; and

WHEREAS, the proposal submitted by Cubic Transportation Systems Inc. was responsive, responsible and ranked the highest on the basis of evaluation criteria; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation that it hereby authorizes the general manager to enter into a contract after legal review with Cubic Transportation Systems Inc. for Electronic Fare Collection Equipment / Fare Collection Operating Solution not to exceed \$1,500,000 under the terms and conditions to be negotiated by the parties.

APPROVE:

James McLary, Chair
Bloomington Public Transportation
Corporation

ATTEST:

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

Approved this 19th day of December, 2023.

RESOLUTION 23-31

**A RESOLUTION APPROVING CHANGE ORDER #1 CONTRACT WITH
FOURSQUARE ITP FOR THE HIGH FREQUENCY TRANSIT CORDIDOR
(GREENLINE) FEASABILITY STUDIES**

WHEREAS, the BPTC Board of Directors authorized the award of a contract with Foursquare ITP in the amount not to exceed \$450,000 for this procurement of professional services; and

WHEREAS, the BPTC General Manager, and BPTC Staff feel an addition to the project's scope of work is in order to facilitate a *Transit Summit*; and

WHEREAS, Foursquare ITP has agree to perform the tasks related to the *Transit Summit*;

NOW THEREFORE, BE IT RESOLVED: by the Board of Directors of the Bloomington Public Transportation Corporation (BPTC) hereby approves Change Order #1 in the total amount not to exceed \$30,000 and authorizes the BPTC General Manager to execute Change Order #1.

APPROVE:

ATTEST:

12-19-23
James McLary, Chair
Bloomington Public Transportation
Corporation

12-19-23
Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

**Bloomington Public Transportation Corporation (BPTC)
Board of Directors
2024 Proposed Meeting Schedule**

January 16, 2024

February 20, 2024

March 19, 2024

April 16, 2024

May 21, 2024

June 18, 2024

July 15, 2024

August 20, 2024

September 17, 2024

October 15, 2024

November 19, 2024

December 17, 2024

Meetings begin at 5:30 p.m. and location is 130 W. Grimes Lane, Bloomington, IN 47403.

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
Ridership & Productivity By Route
Nov-23

Route	2023								2022				
	Total Passengers		Revenue Hours	Revenue Miles	Passengers Per Hour		Passengers Per Mile		Total Passengers	Revenue Hours	Revenue Miles	Passengers Per Hour	Passengers Per Mile
1 BHS North	6,720	37.6%	384.2	4,479.7	17.49	29.2%	1.50	44.9%	4,884	360.88	4,716.22	13.53	1.04
2 W.11th St./S.Rogers	10,777	-2.1%	701.4	6,893.4	15.36	-13.7%	1.56	-1.0%	11,007	618.00	6,966.75	17.81	1.58
3 College Mall/Highland	33,577	12.9%	1,458.5	17,209.3	23.02	5.4%	1.95	10.6%	29,728	1,361.63	16,847.77	21.83	1.76
4 High St./Bloomfield Rd.	9,231	3.1%	762.8	8,919.6	12.10	-2.6%	1.03	1.9%	8,951	720.63	8,809.64	12.42	1.02
5 Sare Road	6,001	13.4%	362.9	3,531.1	16.54	5.2%	1.70	20.9%	5,293	336.75	3,765.23	15.72	1.41
6 Campus Shuttle	75,231	22.6%	1,548.4	13,636.7	48.59	4.7%	5.52	12.1%	61,382	1,323.00	12,472.80	46.40	4.92
7 S Walnut/Clear Creek	13,692	27.2%	679.5	8,114.0	20.15	51.2%	1.69	35.0%	10,766	808.11	8,614.03	13.32	1.25
8 Eastside Local*	.	.	.	.	.	.	.	.	.	.	.	.	.
9 IU Campus/Campus Corner	71,966	24.8%	1,536.4	12,905.1	46.84	-9.3%	5.58	-16.2%	57,681	1,117.45	8,667.42	51.62	6.65
10 Hospital*	.	.	.	.	.	.	.	.	.	.	.	.	.
11 W 17th	7,895	28.0%	365.2	3,374.0	21.62	25.0%	2.34	19.8%	6,166	356.67	3,155.55	17.29	1.95
12 N Walnut	13,007	-5.0%	264.1	2,389.0	49.25	-27.5%	5.44	-26.7%	13,696	201.73	1,843.82	67.89	7.43
14 Muller Park**	6,943	.	283.3	2,210.7	24.51	.	3.14	.	.	.	.	.	.
Total	255,040	21.7%	8,347	83,663	30.56	5.1%	3.05	10.4%	209,554	7,205	75,859	29.09	2.76
Year-to-Date Total	2,272,630	26.6%	80,434	854,085	28.25	23.1%	2.66	23.7%	1,794,699	78,218	834,458	22.94	2.15

*Discontinued on 8/15/22 **New Service 8/21/23

Monthly Management Report 2023
Bloomington Public Transportation Corporation
Monthly Statistics and Performance Indicators

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
Fixed Route:													
<i>Total Passengers</i>	205,533	240,684	216,939	229,627	103,216	86,058	83,248	230,965	306,195	315,137	255,040		2,272,642
<i>Revenue Miles</i>	79,100	77,477	83,994	81,278	74,370	67,027	63,872	76,681	83,093	83,869	83,663		854,425
<i>Total Miles</i>	82,359	80,496	86,547	84,481	76,189	69,343	66,142	79,705	86,809	87,949	87,452		887,472
<i>Revenue Hours</i>	7,268	7,246	7,739	7,576	6,789	6,361	6,051	6,302	8,172	8,379	8,347		80,229
<i>Total Hours</i>	7,544	7,463	7,933	7,808	6,932	6,538	6,224	6,472	8,419	8,633	8,576		82,542
<i>*Revenue</i>	\$170,717.84	\$ 74,048.86	\$ 173,120.35	\$182,462.27	\$ 4,054,669.90	\$ 36,541.61	\$168,249.14	\$ 156,821.95	\$ 381,663	\$ 174,325	\$ 183,959		\$ 5,756,580
<i>Road Calls</i>	2	5	4	3	2	3	0	0	4	7	9		39
<i>Collision Accidents</i>	6	4	6	5	5	6	2	4	9	6	8		61
<i>On Time Performance</i>	69.2%	71.3%	71.9%	72.1%	73.6%	79.7%	79.9%	64.6%	63.4%	62.8%	65.3%		70.3%
<i>PM Inspection OT %</i>	100.00%	100.00%	100.0%	100.0%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%
Paratransit:													
<i>Total Passengers</i>	2,282	2,273	2,491	2,444	2,553	2,444	2,486	3,093	2,623	2,771	2,520		27,980
<i>Revenue Miles</i>	9,002	10,850	9,777	9,744	9,921	9,973	10,377	12,210	12,619	14,329	13,881		122,683
<i>Total Miles</i>	10,186	11,504	10,353	10,331	10,703	10,929	11,527	13,024	13,200	15,115	14,564		131,437
<i>Revenue Hours</i>	926	872	969	1,003	1,088	999	1,030	1,268	966	1,065	975		11,161
<i>Total Hours</i>	981	992	1,069	1,095	1,210	1,115	1,167	1,556	1,164	1,283	1,136		12,768
<i>Revenue</i>	\$2,574.75	\$4,373.55	\$4,448.11	\$3,947.88	\$4,397.85	\$4,163.88	\$4,896.05	\$4,985.75	\$4,625	\$5,035	\$4,204		\$ 47,651.60
<i>Road Calls</i>	0	0	0	0	0	0	0	0	0	0	1		1
<i>Collision Accidents</i>	1	1	0	0	0	0	1	0	0	1	0		4
<i>On Time Performance</i>	91.7%	95.5%	96.8%	96.7%	98.1%	97.9%	96.4%	95.7%	95.0%	94.8%	94.7%		95.8%
<i>PM Inspection OT %</i>	100.00%	100.00%	n/a	100.00%	100.00%	100.00%	100.00%	100%	100.00%	100.00%	100.00%		100.00%
<i>Trip Denials</i>	0	0	0	0	0	1	0	0	0	0	0		1
<i>Missed Trips</i>	3	1	1	2	1	2	3	4	2	2	0		21
<i>Excessive Long Trips</i>	3	2	3	2	1	2	3	10	14	11	13		64

*Receipt of COB LIT funds in May 2023

Bloomington Public Transportation Corporation

Monthly Statistics and Performance Indicators

Ridership													
	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Fixed Route													
2023 Passenger Trips	205,533	240,672	216,939	229,627	103,216	86,058	83,248	230,965	306,195	315,137	255,040		2,272,630
2022 Passenger Trips	151,967	170,221	174,265	177,476	81,871	75,301	67,547	178,423	262,200	245,874	209,554		1,794,699
2022-2023 Change	53,566	70,451	42,674	52,151	21,345	10,757	15,701	52,542	43,995	69,263	45,486		477,931
2022-2023 Percent Change	35%	41%	24%	29%	26%	14%	23%	29%	17%	28%	22%		27%
BT Access													
2023 Revenue Hours	7,268	7,246	7,739	7,576	6,789	6,361	6,051	6,302	8,172	8,379	8,347		80,230
2022 Revenue Hours	7,283	7,242	7,966	7,624	6,455	6,285	5,625	7,317	7,680	7,535	7,205		78,217
2023 Passengers Per Rev Hour	28.28	33.21	28.03	30.31	15.20	13.53	13.76	36.65	37.47	37.61	30.55		28.33
2022 Passengers Per Rev Hour	20.87	23.50	21.88	23.28	12.68	11.98	12.01	24.38	34.14	32.63	29.08		22.95
2023 Revenue Miles	79,100	77,477	83,994	81,278	74,370	67,027	63,872	76,681	83,093	83,869	83,663		854,424
2022 Revenue Miles	76,542	74,832	84,105	78,922	69,744	69,031	64,934	81,072	80,607	78,810	75,859		834,458
2023 Passengers Per Rev Mile	2.60	3.11	2.58	2.83	1.39	1.28	1.30	3.01	3.68	3.76	3.05		2.66
2022 Passengers Per Rev Mile	1.99	2.27	2.07	2.25	1.17	1.09	1.04	2.20	3.25	3.12	2.76		2.15
BT Access													
2023 Passenger Trips	2,282	2,273	2,491	2,444	2,553	2,444	2,486	3,093	2,623	2,771	2,520		27,980
2022 Passenger Trips	1,739	1,656	1,995	1,961	2,014	1,924	1,739	2,185	2,043	2,096	2,052		21,404
2022-2023 Change	543	617	496	483	539	520	747	908	580	675	468		6,576
2022-2023 Percent Change	31%	37%	25%	25%	27%	27%	43%	42%	28%	32%	23%		31%
Total Ridership													
2023 Passenger Trips	207,815	242,945	219,430	232,071	105,769	88,502	85,734	234,058	308,818	317,908	257,560		2,300,610
2022 Passenger Trips	153,706	171,877	176,260	179,437	83,885	77,225	69,286	180,608	264,243	247,970	211,606		1,816,103
2022-2023 Change	54,109	71,068	43,170	52,634	21,884	11,277	16,448	53,450	44,575	69,938	45,954		484,507
2022-2023 Percent Change	35%	41%	24%	29%	26%	15%	24%	30%	17%	28%	22%		27%

Bloomington Public Transportation Corporation

Uber and Lyft On-Demand Monthly Summary

Nov-23

	Lyft	Uber	Total
BT-Late Nite			
Active Users	668	848	
Avg Subsidy	\$9.33	\$6.31	
Total Subsidy	\$15,283.68	\$16,552.60	\$31,836.28
Trips	1638	2622	4260
Eastside On-Demand			
Active Users	0	0	
Avg Subsidy			
Total Subsidy	\$0.00	\$0.00	\$0.00
Trips	0	0	0
Dispatched Trips			
Dispatched Trips Avg Subsidy	\$11.94	\$10.40	
Dispatched Trips Total Subsidy	\$11.94	\$166.39	\$178.33
Dispatched Trips	1	16	17
Totals			
Total Trips	1639	2638	4277
Total Cost	\$15,295.62	\$16,718.99	\$32,014.61

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FINANCIAL NARRATIVE FOR THE MONTH ENDING
NOVEMBER 30, 2023**

Operating Expenses

Operating expenses for November totaled \$1,097,038 bringing year-to-date operating expenses to \$9,207,871. Salary and Fringe benefits expense for November were \$722,329. This represents an increase from October due to the timing of payrolls and payroll accruals. Materials and Supplies for November were \$163,888. This represents an increase from October contributed to the timing of parts and supplies purchased and their usage. Services and Utilities expense for the month totaled \$210,821. This represents an increase from October. The main contributing factor was the payment of \$48,236 to Presidio for updated securement of the Grimes Lane facility. Through November, BT had spent 77% of the 2023 operating budget with 92% of the year completed.

Operating Revenues

Year-to-date operating revenues are at \$12,234,368 for 2023 yielding a Y-T-D operating gain of \$3,026,498 through November.

Capital Expenditures

There were no major capital expenditures during November.

Operating Cash Balance

November 30, 2023	November 30, 2022	Change
\$15,347,349	\$12,240,798	\$3,106,551 increase

Self - Insurance Fund

Medical monthly administrative fees and claims for November were \$224.

Self-Insurance Cash Balance

November 30, 2023	November 30, 2022	Change
\$269,881	\$155,822	\$114,059 increase

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
SUMMARY OF REVENUES AND EXPENSES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	MONTH ENDING 11/30/2023	PERCENT OF ANNUAL BUDGET	YTD	ANNUAL BUDGET PLUS ENCUMBRANCES/ ADD'L APPROP.	PERCENT OF ANNUAL BUDGET USED
Operating Expenses:					
Salary and Fringe Benefits	\$ 722,329	10%	\$ 6,093,433	7,091,610	86%
Materials and Supplies	163,888	8%	1,206,565	2,065,211	58%
Services and Utilities	210,821	7%	1,907,872	2,848,019	67%
Total Operating Expenses	1,097,038	9%	9,207,870	12,004,840	77%
Operating Revenues:					
Local Tax Revenue	166,044	3%	2,058,859	6,045,281	34%
Fare Revenue	188,163	9%	1,950,690	2,061,412	95%
Other Locally Derived Revenue	147,149	3%	4,612,939	4,985,474	93%
Total Locally Derived Revenue	501,356	4%	8,622,488	13,092,167	66%
Federal Operating Grants	182,916	7%	1,004,000	2,538,517	40%
State Operating Grants (PMTF)	-	0%	2,607,880	2,607,880	100%
Total Operating Revenues	684,272		12,234,368	18,238,564	
Operating Gain/(Loss)	(412,766)		3,026,498		
Federal Capital Grants	-	#DIV/0!	256,648	20,983,141	#DIV/0!
State Capital Grants	-	0%	-	-	0%
Transfer from Capital Reserve	-	0%	-	-	0%
Revenue from Capital Grants/Reserve	-	#DIV/0!	256,648	-	#DIV/0!
Capital Expenditures:	14,434	0%	325,105	27,216,765	1%
Capital Gain/(Loss)	(14,434)		(68,457)		
Net Gain/(Loss)	(427,200)		2,958,041		

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
COMPARATIVE SUMMARY OF REVENUES AND EXPENSES
FOR THE PERIODS ENDED NOVEMBER 2022 AND 2023**

	MONTH ENDING 11/30/2023	MONTH ENDING 11/30/2022	% CHANGE	YTD 11/30/2023	YTD 11/30/2022	% CHANGE
Operating Expenses:						
Salary and Fringe Benefits	\$ 722,329	\$601,594	20%	\$ 6,093,433	\$5,178,023	18%
Materials and Supplies	163,888	216,289	-24%	1,206,565	1,238,577	-3%
Services and Utilities	210,821	168,997	25%	1,907,872	1,294,788	47%
Total Operating Expenses	1,097,038	986,880	11%	9,207,870	7,711,388	19%
Operating Revenues:						
Local Tax Revenue	166,044	154,333	8%	2,058,859	1,987,667	4%
Fare Revenue	188,163	301,270	-38%	1,950,690	1,548,043	26%
Other Locally Derived Revenue	147,149	64,373	129%	4,612,939	655,150	604%
Total Locally Derived Revenue	501,356	519,976	-4%	8,622,488	4,190,860	106%
Federal Operating Grants	182,916	365,000	-50%	1,004,000	2,405,708	-58%
State Operating Grants (PMTF)	-	-	0%	2,607,880	2,579,272	1%
Total Operating Revenues	684,272	884,976	-23%	12,234,368	9,175,840	33%
Operating Gain/(Loss)	(412,766)	(101,904)		3,026,498	1,464,452	
Federal Capital Grants	-	-	#DIV/0!	256,648	121,778	111%
State Capital Grants	-	-	#DIV/0!	-	-	#DIV/0!
Transfer from Capital Reserve	-	-	#DIV/0!	-	-	#DIV/0!
Revenue from Capital Grants/Reserve	-	-	#DIV/0!	256,648	121,778	111%
Capital Expenditures:	14,434	149,887	-90%	325,105	381,938	-15%
Capital Gain/(Loss)	(14,434)	(149,887)		(68,457)	(260,160)	
Net Gain/(Loss)	(427,200)	(251,791)		2,958,041	1,204,292	

Bloomington Public Transportation Corporation
Personnel Report
NOVEMBER 2023

	Monthly New Hires	Monthly Terminations	End of Month Vacancies
Administrative Staff	0	0	0
Fixed Route Drivers	0	1	5
BT Access Drivers	0	0	1
Maintenance	0	1	1
Mechanic	0	0	2
Service Person	0	0	0
Service Attendants	0	0	3
Total	0	2	12

REGULAR BOARD MEETING - BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC) NOVEMBER 28, 2023 5:30 P.M.

MINUTES

Chair James McLary convened the regular meeting of the Board of Directors of the Bloomington Public Transportation Corporation.

Join Zoom Meeting at the following link:

<http://us02web.zoom.us/j/81885716596?pwd=elNHdHFreEiMQiRVONsRHJVaxI1UT09>

Meeting ID: 818 8571 6596
Passcode: 185588

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+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 840 2869 4365
Passcode: 352724

ROLL CALL

Board Members and staff present: Chair James McLary, Vice Chair Kent McDaniel, Secretary Nancy Obermeyer, Board Member Doug Horn, Board Member Don Griffin, General Manager John Connell, Controller Christa Browning, Operations Manager Mike Clark, Human Resource and Marketing Administrator Brenda Underwood, Grants and Procurement Specialist Zac Huneck, Planning and Special Projects Manager Shelley Strimaitis, Fleet Maintenance Manager Larry Green and Chief Safety and Training Officer Seth Wagner.

Members of the Public: AFSCME Union President Scott Smith, B Square Beacon Dave Askins, and Andrew Coomer

OLD BUSINESS

There was no old business.

MINUTES

Board Member Horn made a motion to approve the October 17, 2023 Board Minutes as amended. The motion was seconded by Secretary Obermeyer. The minutes were approved unanimously.

NEW BUSINESS ACTION ITEMS

General Manager Connell presented Resolution 23-21; a resolution declaring Bus #554 a total loss and authorizing the BPTC General Manager to dispose of said vehicle in accordance with the BPTC asset disposition.

He said Transit Bus #554, a 2005 Gillig, was involved in an accident on 09/28/2023. The other motorist was at fault. He noted given the age of the bus and the amount of the damage estimate, the bus was deemed a total loss. He said the insurance company provided BPTC two options a payment of \$9,759.00 with relinquishing the bus or a payment of \$9,659 with BPTC retaining the bus. He said we have decided to retain the bus for parts and receive the reduced insurance payment because the bus and bus parts are much more valuable to us than the \$100.00 settlement difference.

Board Member Griffin made a motion to approve Resolution 23-21; a resolution declaring Bus #554 a total loss and authorizing the BPTC General Manager to dispose of said vehicle in accordance with the BPTC asset disposition. The motion was seconded by Secretary Obermeyer. The motion was approved unanimously.

Chair McLary presented Resolution 23-22, a resolution expressing support for the extension of BPTC- ADA paratransit services to include the entire 2020 urbanized area within Monroe County effective January 2, 2024.

General Manager Connell stated, the Board met in a working session on Friday, November 3rd to discuss providing Urban to Urban trips that Rural Transit (RT) will no longer provide effective January 1, 2024. He said Staff also presented four funding philosophies for consideration to support expanded service outside city limits.

He noted the following summarizes the outcome of the working session.

- The Board members present expressed a commitment to come up with a model to provide service to those individuals that will lose RT service.
- Staff proposed expanding the existing ADA service area to include the entire urbanized area starting January 1, 2024 to accommodate approximately 70% of the passengers

impacted by the RT service reduction and creating a micro transit voucher program as a service option for the remaining non-ADA passengers who would lose service.

- The Board members present also supported formalizing a committee of BPTC Board member as well as City and County elected officials to develop and promote county wide dedicated funding options for public transportation throughout Monroe County.

General Manager Connell stated his recommendation is to move forward with the Resolution 23-22. He said in the event the County and the town of Ellettsville chooses, to go a different route and if they come up with a solution utilizing Rural Transit that will be fine. He said we can reprioritize what our operations look like for 2024.

Dave Askins with B-Square Beacon stated according to the memo that is included in tonight's County Council meeting packet that Rural Transit has verified with INDOT that they can operate parallel transit service to continue providing the Urban to Urban areas if the full cost of the service is covered by non-5311 grant funds and vehicles used are one hundred percent locally funded.

He said the memo states BPTC is not proposing to apply any of their 5307 program grant funds to offset any of the cost of providing this service. He said he is hoping to get some clarification of what this means.

General Manager Connell stated we do receive Federal Funds that are a direct result of the population outside of the city limits. He said over the years we have used all those Federal Funds even though some are generated from outside of the city limits for services of Bloomington Transit. He noted one of the reasons we do that and it happens all across the country is because the City of Bloomington is currently providing for every federal dollar they are giving Bloomington Transit \$1.43 in local dedicated revenue. He said outside the urbanized area we get nothing.

Vice Chair McDaniel made a motion to approve Resolution 23-22, a resolution expressing support for the extension of BPTC ADA paratransit services to include the entire 2020 urbanized area within Monroe County effective January 2, 2024 with amendment in Section 1 to change language from or to, and/or terminates outside the city boundaries of Bloomington in 2024. The motion was seconded by Secretary Obermeyer. The motion was approved unanimously.

Human Resource and Marketing Administrator Brenda Underwood stated this is the 24th anniversary for Stuff-A-Bus. She said the program has changed and grown significantly since its inception. She said some of the major sponsors are Chandler Funeral Home, Amvets Post 2000, Amvets Sons and Amvets Auxiliary. She noted a lot of companies are promoting the program to their employees internally and we will go pick up all the items collected. She said some of these companies are Cook Ellettsville, Cook on Curry Pike, Cook Polymer, Cook Inc. and Great West Casualty. Brenda said everything stays in Monroe County and it goes to the Department of Child Services (DCS) and they distribute everything.

MANAGER AND STAFF REPORTS

General Manager Connell stated on December 10th we are having our employee recognition banquet. He said it will be at The Bloomington Country Club starting at 5:00 p.m.

Planning and Special Projects Manager Shelley Strimaitis stated that October 2023 fixed route provided 315,137 trips which is up 28% from October 2022. She said BT Access provided 2771 trips which is up 32% from October 2022.

Controller Christa Browning gave an overview of the October 2023 Financial Report.

Human Resource and Marketing Administrator Brenda Underwood stated we hired four Bus Operators in October. She said we lost two Bus Operators, we had one interview for the Mechanic position and we have interviews coming up for the Service Attendant positions.

Board Member Horn stated he attended the November 17, 2023 meeting of the Bloomington Monroe County Metropolitan Planning Organization Policy Committee.

MPO staff provided updates on two specific projects: (1) access improvements from Stone Lake Drive to Arlington Road involving ramp and j-turn constructions; and (2) updates to the intersection of Pete Ellis Drive/Discovery Parkway at SR 45.

He said the Committee entertained six (6) BMCMPPO FY 2024-2028 Transportation Improvement Plan (TIP) Amendments; 4 filed by Monroe County and 2 by INDOT. All six amendments were adopted. He said he cast BPTC's vote with the majority.

MPO staff reported on proposed scheduling for an update of the 2024 Complete Streets Policy. He said a take away from the discussion was that BPTC street policy issues need a thorough airing at the Technical Advisory Committee level by our representatives, support available to the Citizen's Advisory committee level by our representatives, support available to the Citizen's Advisory Committee by BPTC staff during their deliberations, all followed by coordinated efforts in the Policy Committee.

Board Member Horn stated the next meeting of the Policy Committee will be on December 8, 2023 at 1:30 p.m. in the City of Bloomington Common Council chamber.

CLAIMS

Board Member Horn made a motion to approve Claims for November 28th, 2023. The motion was seconded by Secretary Obermeyer. The motion was approved unanimously.

PUBLIC COMMENTS

Andrew Coomer said he recently read an article about a transit agency on the East coast that said they bought 25 electric buses and after three years only three of the electric buses are in operation. He questioned with Bloomington Public Transportation (BPTC) purchasing electric buses in the near future will BT have any kind of safety net?

General Manager Connell stated fortunately we have purchased our electric buses from Gillig and our experience has been the complete opposite. He noted last year we had a few minor issues and they have been resolved.

COMMENTS FROM THE BOARD MEMBERS

Board Member Griffin stated he likes the new bus shelters. He said he has been seeing more and more of the new shelters.

General Manager Connell stated we have a very aggressive plan for 2024.

Secretary Obermeyer made a motion to adjourn. Board Member Griffin seconded it. The motion was approved unanimously.

ADJOURNMENT

Secretary Obermeyer made a motion to adjourn. Board Member Griffin seconded it. The motion was approved unanimously.

APPROVE:

ATTEST:

James McLary, Chair
Board of Directors BPTC

11-28-23

Nancy Obermeyer, Secretary
Board of Directors BPTC

11-28-23