

AGENDA

Bloomington Public Transportation Corporation (BPTC)

Tuesday, May 17, 2022

130 W. Grimes Lane, Bloomington, IN 47403

Conference Room, 5:30 P.M

The May 17, 2022 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:

<https://us02web.zoom.us/j/83170384>

US : +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Meeting ID: 831 7038 4733

Passcode: 641547

PUBLIC MEETING

05/17/2022

- I. ROLL CALL
- II. OLD BUSINESS
 1. Resolution 22-06, a resolution approving a contract with FLIXBUS.
- III. APPROVAL OF MINUTES – April 19, 2022
- IV. NEW BUSINESS – ACTION ITEMS
 1. Resolution 22-10, a resolution approving the General Manager to negotiate a contract not to exceed \$100,000, with FourSquare ITP for Strategic Plan Development Services.
 2. Resolution 22-11, a resolution authorizing an application for FY2022 FTA 5539(c) funds for eight battery electric buses for service expansion.
 3. Resolution 22-12, a resolution approving an agreement between BPTC and Bloomington IN Properties I, LLC, for transit services.
- V. MANAGER, STAFF AND BOARD REPORTS
 1. PROJECT UPDATES – John Connell

- RATP Dev Technology Assessment
- Proposed Service Changes Update- Zac Huneck

2. APRIL OPERATING STATISTICS – Zac Huneck
3. APRIL FINANCIAL REPORT -- Christa Browning
4. APRIL PERSONNEL REPORT – Brenda Underwood
5. MPO REPORT – Doug Horn

VI. APPROVAL OF CLAIMS

VII. COMMENTS FROM THE PUBLIC

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURNMENT – NEXT MEETING: June 21, 2022



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: May 20, 2022
Re: Board Meeting, Tuesday, May 17, 2022, 5:30 p.m.

Included below are your notes for the meeting of the Board of Directors set for Tuesday, May 17, 2022 at 5:30 p.m. in the Edward J. Kuntz Board Room, 130 W. Grimes Lane in Bloomington.

ACTION ITEMS

1. **Resolution 22-06, a resolution approving a contract with FlixBus for use of the Downtown Transfer Center.**

The FTA has granted preliminary approval of FlixBus' use of the BT Terminal for passenger service. The final contract has been reviewed by city legal. The contract requires FlixBus to pay \$15,000 on a calendar year basis and \$60 per each departures in excess of two.

2. **Resolution 22-10, Approval of Contracting with FourSquare ITP for Strategic Plan Development Services .**

The evaluation committee consisting of the BPTC General Manager, John Connell, BPTC Board Chair, James McLary, Board member Kent McDaniel, and BT Staffer Zac Hunek reviewed and evaluated proposals received from RLS Associates Inc., and Four Square ITP. The committee scored the proposals and determined Foursquare ITP was the best and most advantageous firm for the BPTC to use for this project. The selection committee held a meeting with FourSquare on Monday, May 9th, to discuss the project priorities and to request an updated detailed budget. I email the board the revised detailed budget.

3. **Resolution 22-11, a resolution authorizing an Application for Section 5339 Funds for Eight Batter Electric Buses, (BEB's).**

The deadline for the discretionary FTA 5339 grant applications is May 31, 2022. Staff is recommending applying for \$7,040,000 in federal funds for the purchase of eight BEB's. The resolution commits BPTC to provide to local match of \$1,760,000. The local funds will come from BPTC reserves and reimbursed with LIT funding from the City.

4. **Resolution 22-12, a resolution approving an agreement between BPTC and Bloomington IN Properties I, LLC, for transit services.**

City Council approved a large development known as the Verve located at 1820 N. Walnut Street that will include several hundred units. The development is expected to have many IU students living there once it opens in August 2022. One of the conditions in the City Council's approval of the development was that the development contract with BPTC to provide general public bus service to/from the development to the IU Campus. Following the Council approval, a draft agreement with the developer was negotiated. After lengthy discussion regarding the length of the term of the agreement, we have settled on a three year agreement. The primary terms of the agreement are as follows:

CDG shall pay to BPTC for said bus transportation services a sum equal to:

\$13,981.25 on August 31, 2022	\$13,981.25 on January 31, 2023
\$13,981.25 on September 30, 2022	\$13,981.25 on February 28, 2023
\$13,981.25 on October 31, 2022	\$13,981.25 on March 31, 2023
\$13,981.25 on November 30, 2022	\$13,981.25 on April 30, 2023
\$13,981.25 on December 31, 2022	\$13,981.23 on May 31, 2023

The hourly rate of compensation payable by CDG to BPTC for the second (2nd) and third (3rd) years of this agreement shall be \$77.59 per hour and \$79.92 per hour, respectively.

PROJECT UPDATES:

- **RATP Dev Technology Assessment:** The technology assessment presentation scheduled for June.
- **Alternative Fuel and Infrastructure Study:** WSP is taking a deeper dive into modeling BEBs and FCEBs and have a few data requests. WSP is currently analyzing BEB performance data available for the current Gillig BEB fleet, specifically looking for efficiency (kWh/mile) for all seasons of service and current fleet operating costs including fuel and maintenance (\$/mi).

RESOLUTION 22-06

A resolution authorizing the BPTC Chair to execute an agreement with FLIXBUS for incidental use of the Downtown Transit Center.

WHEREAS, the BPTC has a Downtown Transit Center located at 301 S. Walnut Street, Bloomington, Indiana to provide the public with a modern, state-of-the-art facility for using public transportation services; and

WHEREAS, FLIXBUS operates an intercity bus service that provides public open door service and intercity linkages between major cities; and

WHEREAS, BPTC and FLIXBUS desire to provide the public with intermodal access to a variety of public transportation services using BPTC's centralized Downtown Transit Center located at 301 S. Walnut Street, Bloomington, Indiana; and

WHEREAS, the Federal Transit Administration has reviewed and approved the attached agreement between BPTC and FLIXBUS for the incidental use of the Downtown Transit Center; and

WHEREAS, the agreement constitutes the terms and conditions applicable to BPTC and FLIXBUS including compensation due to BPTC by FLIXBUS for use of the Downtown Transit Center.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Bloomington Public Transportation Corporation (BPTC) that the agreement between the BPTC and FLIXBUS to use the BPTC Downtown Transit Center as attached is hereby approved and that the BPTC Chair is hereby authorized to execute the agreement on behalf of BPTC.

ATTEST:

APPROVE:

Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

James McLary, Chair
Bloomington Public Transportation
Corporation

Approved the _____ day of _____, 2022.

**AGREEMENT
BETWEEN
THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
AND
FlixBus**

Agreement made this _____ day of _____, 2022, by and between the BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION, a body corporate and politic duly organized and existing under the laws of the State of Indiana, having an office and principal place of business at 130 W. Grimes Lane, Bloomington, Indiana hereinafter referred to as "BPTC" and FLIXBUS, Inc. 368 9th Avenue, New York, NY 10001, referred to as FLIXBUS.

WITNESSETH

WHEREAS, the BPTC has constructed a new Downtown Transit Center located at 301 S. Walnut Street, Bloomington, Indiana to provide the public with a modern, state-of-the-art facility for using public transportation services; and

WHEREAS, FLIXBUS manages an intercity bus network, in which it makes agreements with contracted operators who own and operate the vehicles, and which provide public open door service between Bloomington and other cities; and

WHEREAS, BPTC and FLIXBUS desire to provide the public with a centralized intermodal location where a variety of local and intercity public transportation services are available using the BPTC Downtown Transit Center located at 301 S. Walnut Street, Bloomington, Indiana; and

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein contained, do hereby agree as follows:

- A. Use of BPTC Downtown Transit Center. BPTC agrees to allow FLIXBUS and its contractor(s) the use of the Downtown Transit Center located at 301 S. Walnut Street, Bloomington, Indiana subject to the following terms and conditions:
1. FLIXBUS and its contractor(s) shall use the BPTC Downtown Transit Center only for FLIXBUS network services.
 2. BPTC shall designate locations for FLIXBUS's contracted operators' buses to use regularly. FLIXBUS agrees for its contracted operator(s) to use such locations designated by BPTC and to operate safely and responsibly at all times when on BPTC property. BPTC reserves the right to modify the locations for FLIXBUS's contracted operators' buses to use while on BPTC property. BPTC shall establish operational rules and procedures for FLIXBUS's contracted operators' use of the facility and FLIXBUS shall fully comply with all such requirements. FLIXBUS shall have use of the designated locations for FLIXBUS's contracted operators' buses 365 days per year as well as the outdoor transit plaza for passengers of FLIXBUS's service. Use of BPTC's interior facilities for FLIXBUS passengers, contracted operator(s), and

employees shall be limited to only the days and hours of BPTC's scheduled hours of facility operations. BPTC may modify or amend the days and hours of its regular hours of operations at any time at its own discretion.

3. FLIXBUS and BPTC each agree that it shall indemnify and hold harmless the other and its Board, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") to the extent that such Claims are found to be caused by any negligent act or omission of the indemnifying party or its officers, agents, or employees in the performance of the training activities described in this agreement. Provided, however, that the obligations of the indemnifying party under this paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of that party as an instrumentality of the State of Indiana (e.g., actions and conditions as to which that party is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the indemnifying party.
4. Each of FLIXBUS's contracted operators shall be required to maintain at its sole expense the following insurance coverages related to the operation of all transportation services using the BPTC Downtown Transit Center:

Automobile Liability. Each FLIXBUS contracted operator shall provide and maintain automobile liability insurance for all vehicles using the BPTC Downtown Transit Center for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.

Workers Compensation and Employer's Liability. Each FLIXBUS contracted operator shall provide and maintain workers compensation and employer's liability insurance at the minimum levels required by the State of Indiana.

Comprehensive General Liability. Each FLIXBUS contracted operator shall provide and maintain comprehensive general liability insurance for bodily injury and property damage at \$1,000,000 combined single limit for any one occurrence.

All insurance coverages required to be maintained or provided by each FLIXBUS contracted operator must be with insurance companies licensed and admitted by the State of Indiana. All comprehensive general liability and automobile liability policies must name the Bloomington Public Transportation Corporation as an additional named insured. Certificates of insurance for all the above-listed coverages shall be submitted to BPTC on an annual basis and when carriers or coverage limits change.

All insurance costs shall be at the expense of FLIXBUS. Failure to maintain all insurance coverages as listed above may result in immediate termination of this agreement.

B. Compensation. FLIXBUS agrees to pay BPTC the following:

1. FLIXBUS agrees that the minimum annual compensation amount for the use of the BPTC terminal shall be \$15,000 on a calendar year basis and shall be pro-rated for any partial calendar years based on the number of days that the Downtown Transit Center is used by FLIXBUS.
2. FLIXBUS shall provide a schedule to BPTC prior to beginning service and shall notify BPTC prior to making any alterations the schedule. If the daily number of FLIXBUS trips (departures) exceeds two per day, FLIXBUS agrees to pay an Additional Departure Fee of \$60 per each additional trip, which shall be billed in the following month's invoice.
3. Payments shall be made in monthly installments of \$1,250, plus any applicable Additional Departure Fees as described above, with payment due on the 15th day of each month for the previous month's use of the Downtown Transit Center. The payment for any period less than one month shall be pro-rated.

The BPTC agrees to perform the following services:

To furnish at the BPTC downtown transit facility, 301 S. Walnut Street, Bloomington, Indiana, during BPTC's regular business days/hours for its local transit service, for the accommodation and comfort of its patrons, suitable indoor waiting room or space, and adequate sanitary toilet facilities. To maintain the said waiting room or space and facilities, together with all driveways, walks, approaches and premises appurtenant thereto, in a clean, sanitary and safe condition at all times; and to reimburse and hold harmless FLIXBUS from any and all expenses incurred and/or claims arising directly or indirectly from any neglect or failure to so maintain the said waiting room, space, facilities or appurtenant premises.

Not to use the word "FLIXBUS" as part of BPTC's business name for any purpose. BPTC acknowledges that the word "FLIXBUS", together with the various symbols, slogans, logos, and the like ("Marks") owned or licensed by FLIXBUS are valuable, special and unique assets of FLIXBUS. The use of Marks under this Agreement is for the purpose of distinguishing the services of FLIXBUS, Inc. and its subsidiaries only. BPTC may use Marks only as an aid in informing the public where FLIXBUS, Inc.'s services may be purchased. BPTC shall not use Marks to identify FLIXBUS's services or in any way except as specifically authorized herein.

BPTC's internet (worldwide web) sites are strictly prohibited from using the name "FLIXBUS" or the FLIXBUS logo and any other trademarks or service marks associated with FLIXBUS's transportation business other than for the purpose of distinguishing the services of FLIXBUS, INC. and as an aid in informing the public where FLIXBUS's services may be purchased or found.

BPTC and FLIXBUS mutually represent and warrant to each other that its facilities and services are and will be operated in compliance with all laws applicable to it, including but not limited to, the Americans with Disabilities Act as amended ("ADA"). FLIXBUS and BPTC mutually agree that BPTC shall bear no responsibility or liability for making improvements or modifications to its Downtown Transit Center to facilitate the boarding or debarking of passengers with disabilities from any of FLIXBUS's contracted operators' vehicles or buses that are not accessible per the standards or requirements of the ADA.

C. **Term of the Agreement.** The term of this Agreement shall be from the date hereof to _____ and continue thereafter until terminated by at least thirty (30) days prior written notice from either party to the other party, at either party's sole discretion for any reason whatsoever, or as otherwise provided herein. Provided, however, that any default of any monetary provisions, including the payment of accounts or remittances of BPTC or FLIXBUS under this Agreement or any other existing or future agreement between FLIXBUS and/or its affiliates and BPTC and/or its affiliates shall be sufficient cause for FLIXBUS or BPTC to immediately terminate this Agreement without any notice whatsoever and each party hereby authorizes the other to do so in such event; and provided further, that any violations, breach or default of any other provision of this Agreement, which is not remedied within ten (10) days after notice thereof or any default under any other existing or future agreement between FLIXBUS and/or its affiliates and BPTC and/or its affiliates which is not remedied as required thereby, shall also be sufficient cause to immediately terminate this Agreement without further notice.

D. **Satisfactory Continuing Control.** BPTC shall maintain full control over the Downtown Transit Center including all interior and exterior areas owned by BPTC. The FLIXBUS intercity bus service shall be compatible with the purpose of the BPTC Downtown Transit Center and not interfere with intended public transportation uses of project assets. The incidental use of the BPTC Downtown Transit Center by FLIXBUS program shall not compromise safety or BPTC's continuing control over the property. This Agreement is subject to the approval of the Federal Transit Administration. BPTC reserves the right to relocate buses, passengers, for FLIXBUS's program during periods of maintenance or repair of the Downtown Transit Center or due to extraordinary or emergency circumstances.

FLIXBUS's contracted operators shall have the right to load and unload passengers and their baggage in its usual bus operations at the BPTC Downtown Transit Center, and in the event that at any time during the term of this Agreement FLIXBUS's contracted operators' privilege in this respect, including the privilege to park vehicles at locations designated by BPTC used in common carrier service to the extent necessary to conduct operations to or from said location, is restricted, denied, or prevented, whether by municipal, state or federal law, ordinance, or decree, or otherwise, FLIXBUS shall have the right to forthwith terminate this agreement.

The parties do mutually agree that BPTC shall be under no obligation to provide more than one (1) bus parking location at its Downtown Transit Center at any given time to FLIXBUS's contracted operators.

E. Termination. This agreement may be terminated by BPTC for any of the following reasons:

1. Termination for Convenience. The BPTC may terminate this agreement, in whole or in part, at least thirty (30) days prior written notice to FLIXBUS when it is in the BPTC's best interest.
2. Termination for Default. If FLIXBUS or its contracted operator(s) fail to perform in the manner called for in this agreement, the BPTC may terminate this agreement for default. Termination shall be effected by serving a notice of termination on FLIXBUS setting forth the manner in which FLIXBUS is in default.

If it is later determined by the BPTC that FLIXBUS 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 FLIXBUS, the BPTC may allow FLIXBUS's contracted operator(s) to continue using the Downtown Transit Center, or treat the termination as a termination for convenience.

If FLIXBUS or its contracted operator(s) fail to comply with any other provisions of this agreement, the BPTC may terminate this agreement for default. The BPTC shall terminate by delivering to FLIXBUS a Notice of Termination specifying the nature of the default.

If, after termination for default, it is determined that FLIXBUS 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.

F. Opportunity to Cure. The BPTC in its sole discretion may, in the case of a termination for breach or default, allow FLIXBUS an appropriately short period of time 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 FLIXBUS fails to remedy to the BPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this agreement within ten (10) days after receipt by FLIXBUS of written notice from the BPTC setting forth the nature of said breach or default, the BPTC shall have the right to terminate this agreement. Any such termination for default shall not in any way operate to preclude the BPTC from also pursuing all available remedies against FLIXBUS and its sureties for said breach or default.

G. Disputes. Disputes arising in the performance of this agreement which are not resolved by agreement of the parties shall be decided in writing by the BPTC General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, FLIXBUS mails or otherwise furnishes a written appeal to the BPTC Chairman. In connection with any such appeal, FLIXBUS shall be afforded an opportunity to be heard

and to offer evidence in support of its position. The decision of the BPTC Chairman shall be binding upon FLIXBUS.

H. Access to Records. The following access to records requirements apply to this Contract:

1. FLIXBUS agrees to provide the BPTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of FLIXBUS which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. FLIXBUS also agrees, pursuant to 49 U.S.C. 53 to provide the FTA Administrator or their authorized representatives including any PMO FLIXBUS access to FLIXBUS's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(4), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. FLIXBUS shall make available records related to the contract to the BPTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. FLIXBUS agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. FLIXBUS agrees to maintain all books, records, accounts and reports required under this contract 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 case FLIXBUS agrees to maintain same until the BPTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

I. Assignment. FLIXBUS shall not assign this agreement or any of the rights hereto in whole or in part to any other person, firm, corporation, or partnership without the prior consent of the BPTC.

J. Notices. Notices and communications of any kind given under the terms of this agreement shall be in writing and deemed sufficiently served if made by personal delivery or regular U.S. Mail addressed to the parties as follows: BPTC, 130 W. Grimes Lane, Bloomington, IN 47403; and FLIXBUS, 368 9th Avenue, New York, NY 10001.

K. Federal Changes – FLIXBUS's contracted operator(s) 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 Master Agreement between BPTC and FTA, as

they may be amended or promulgated from time to time during the term of this agreement. FLIXBUS's failure to so comply shall constitute a material breach of this agreement.

L. No Obligation by the Federal Government.

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

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

1. FLIXBUS 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, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, FLIXBUS 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, FLIXBUS 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 FLIXBUS to the extent the Federal Government deems appropriate.
2. FLIXBUS also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on FLIXBUS, to the extent the Federal Government deems appropriate.
3. FLIXBUS agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractors who will be subject to the provisions.

N. 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, FLIXBUS 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, FLIXBUS 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 agreement:

(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, FLIXBUS 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. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e 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. FLIXBUS 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, FLIXBUS 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 at 49 U.S.C. § 5332, FLIXBUS agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, FLIXBUS agrees to comply with any implementing requirements FTA may issue.

(C) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, FLIXBUS 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, FLIXBUS agrees to comply with any implementing requirements FTA may issue.

FLIXBUS 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.

- O. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. FLIXBUS shall not perform any act, fail to perform any act, or refuse to comply with any BPTC requests which would cause BPTC to be in violation of the FTA terms and conditions.
- P. Clean Air. FLIXBUS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. FLIXBUS agrees to report each violation to the BPTC and understands and agrees that the BPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

FLIXBUS also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- Q. Clean Water. FLIXBUS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. FLIXBUS agrees to report each violation to the BPTC and understands and agrees that the BPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

FLIXBUS also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- R. Energy Conservation. FLIXBUS 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.
- S. Recovered Materials. FLIXBUS agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- T. Americans with Disabilities Act - FLIXBUS agrees to comply with the requirements of 49 U.S.C. 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. FLIXBUS also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 1201 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, FLIXBUS agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodation and in Commercial Facilities", 41 C.F.R. Subpart 101-19;

- U. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. FLIXBUS shall not perform any act, fail to perform any act, or refuse to comply with any BPTC requests which would cause BPTC to be in violation of the FTA terms and conditions.
- V. Term of the Agreement. The term of this agreement shall be for one (1) year commencing on the date of execution by both parties. This agreement shall automatically renew at the same terms and conditions unless either party notifies the other of its intention to terminate or renegotiate with at least 30 days advance notice.
- W. Interpretation and Enforcement. This agreement shall be interpreted and enforced, in both law and equity, in accordance with the laws of the State of Indiana.
- X. Modification. This instrument, together with all documents, exhibits, schedules, attachments and other such writings incorporated herein and made a part hereof, constitute the entire agreement between the parties and cannot be changed in any manner except in writing subscribed by the parties through their duly authorized officers.

This Agreement is executed in two (2) counterparts, each of which shall constitute one and the same instrument.

In Witness Whereof, the parties hereto have set their hands as of the date set forth below.

Bloomington Public Transportation Corporation

By: _____
James McLary, Chair

Attest: _____

Date: _____

FLIXBUS, Inc.

By: _____
Dan Zajackowski, AICP

Title: _____
Head of Government Relations East

Attest: _____

Date: _____

RESOLUTION 22-10

A RESOLUTION APPROVING THE GENERAL MANAGER TO NEGOTIATE A CONTRACT NOT TO EXCEED \$100,000 WITH FOURSQUARE ITP FOR STRATEGIC PLAN DEVELOPMENT SERVICES.

WHEREAS, under Indiana Code 5-22-9-1, the Bloomington Public Transportation Corporation (BPTC) has determined that the use of competitive sealed bidding is not practicable nor advantageous for the procurement of professional services FOR Strategic Planning assistance as there are several criteria that should be considered in such a procurement including study approach and methodology, key personnel and subcontractor credentials, price, and the level and type of assistance required of BPTC staff; and

WHEREAS, the BPTC has solicited the procurement of professional services from interested and qualified transit consulting firms to provide assistance developing a Strategic Plan; and

WHEREAS, an evaluation committee consisting of the BPTC General Manager, BPTC Board members, and BT Staff have reviewed and evaluated proposals received from interested consulting firms and this committee has scored proposals and accordingly determined that the firm of Foursquare ITP is the best and most advantageous firm for the BPTC to use for this project; and

NOW THEREFORE, BE IT RESOLVED: The BPTC Board of Directors authorizes the General Manager to negotiate a contract with Foursquare ITP in the amount not to exceed \$100,000 for this procurement of professional services.

ATTEST:

APPROVE:

05-17-22
Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

05-17-22
James McLary, Chair
Bloomington Public Transportation
Corporation

BLOOMINGTON PUBLIC TRANSIT CORPORATION

RESOLUTION 22-11

A RESOLUTION AUTHORIZING AN APPLICATION FOR SECTION 5339 FUNDS FOR FY2022 FOR EIGHT BATTERY ELECTRIC BUSES FOR SERVICE EXPANSION.

WHEREAS, the U.S. Secretary of Transportation is authorized to make grants for mass transportation projects under Section 5339(c) of the Urban Mass Transportation Act of 1964, as amended, "Low or No Emission Program," and such funds have been made available for award to applicants for federal fiscal year 2022;

WHEREAS, an award of financial assistance will impose certain obligations upon the applicant, including the provision of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BLOOMINGTON PUBLIC TRANSIT CORPORATION:

1. That John Connell, General Manager, is authorized to execute and file an application with U.S. Department of Transportation to aid in the financing of FY2022 capital projects, pursuant to Section 5339(c) to procure additional Battery Electric Buses. The corporation will apply for \$7,040,000 in federal funds at the 80% funding level.
2. That the corporation is obligated to provide a local share of project costs in the amount of \$1,760,000 at 20% local funding, and that such funds are available in reserve funds.
3. That the total eligible cost for this project including federal and local funding sources is \$8,800,000.
4. That John Connell, General Manager, is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation, and is also authorized to execute grant contract agreements on behalf of the corporation.

ATTEST:

APPROVE:

05-17-22
Nancy Obermeyer, Secretary
Bloomington Public Transportation
Corporation

05-17-22
James McLary, Chair
Bloomington Public Transportation
Corporation

Resolution 22-12

A resolution approving an agreement between the Bloomington Public Transportation Corporation (BPTC) and Bloomington IN Properties I, LLC for the provision of general public transit service.

WHEREAS, BPTC is an Indiana Public Transportation Corporation authorized to provide passenger services under Indiana Code 36-9-4; and

WHEREAS, Bloomington IN Properties I, LLC desires to provide certain bus transportation for its residents at the residential community currently known as the Verve in Bloomington desiring the same at no cost to individual residents; and,

WHEREAS, BPTC provides regular, fixed-route bus transit service over established routes during published hours and at published frequencies; and

WHEREAS, BPTC owns adequate buses to extend its regular fixed route transportation service to serve the location contemplated hereunder at the times and dates specified under an agreement between the parties; and,

WHEREAS, Bloomington IN Properties I, LLC wishes to contract with BPTC to provide general public fixed route service to/from the Verve, 1820 N. Walnut Street under the terms and conditions set forth in an agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION BOARD OF DIRECTORS THAT the attached agreement is hereby approved and that the BPTC Chair is authorized to execute such agreement on behalf of BPTC.

ATTEST:

APPROVE:

05-17-22

Nancy Obermeyer
Secretary
Bloomington Public
Transportation Corporation

05-17-22

James McLary
Chair
Bloomington Public
Transportation Corporation

BUS TRANSPORTATION AGREEMENT

This Bus Transportation Agreement is made this 17th day of May 2022, by and among Bloomington IN Properties I, LLC, herein called "CDG", and the Bloomington Public Transportation Corporation, herein called "BPTC."

WHEREAS, CDG desires to provide certain non-exclusive, fare-free bus transportation for those of its residents at the residential community currently known as "Verve Bloomington" in Bloomington, Indiana; and,

WHEREAS, BPTC is an Indiana Public Transportation Corporation authorized to provide passenger services under Indiana Code 36-9-4; and

WHEREAS, BPTC provides regular, fixed-route bus transit service over established routes during published hours and at published frequencies; and

WHEREAS, BPTC owns adequate buses to extend its regular transportation service to serve the routes contemplated hereunder at the times and dates specified under this Agreement; and,

WHEREAS, the service contemplated hereunder will connect to regular routes of BPTC, will run on a regular schedule consistent with other fixed route service and will provide connectivity to other fixed route service; and

WHEREAS, BPTC will control the route and schedule contemplated hereunder; and

WHEREAS, CDG wishes to subsidize the cost of BPTC service to/from Verve Bloomington under the terms and conditions that follow;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this Bus Transportation Agreement shall be for a period beginning on August 22, 2022, and terminating on August 21, 2025, unless otherwise previously terminated pursuant to other terms of this Agreement.
2. The bus transportation service shall be provided by a regular, fixed, single bus, on the route, service times, days and hours specified on the attached Exhibit "A," which service connects to the regular routes of BPTC. BPTC, in its sole discretion, may alter the configuration or scheduling of the route serving Verve Bloomington to the extent necessary when weather, construction, safety, or logistical concerns require such. Any permanent changes in the configuration or scheduling of said route will be subject to mutual agreement of the parties. If permanent changes in configuration or scheduling of said route materially

change the service provided to Verve Bloomington, the compensation payable to BPTC will be adjusted as follows: if the changes in configuration or scheduling increase the number of hours of service required for the route and CDG agrees in writing to such change, BPTC shall be entitled to additional compensation of \$75.33 per additional hour of service for initial one-year period of August 22, 2022 through August 21, 2023, and a reduction of service shall entitle the CDG to a credit of \$75.33 per reduced hour of service. In the event that, through the fault of BPTC, service on the route is not provided for a period of more than one hour on any day scheduled for service hereunder, CDG will receive a credit of \$75.33 per hour for the cost of missed service. The hourly rate agreed between the parties for all years beyond the initial one-year period shall be used for any additional compensation to BPTC for additional service as well as credit to CDG for any reduction of service.

3. The location owned or operated by CDG to be served by the regular, fixed single route contemplated by this Bus Transportation Agreement shall be as follows: Verve Bloomington, 1820 N Walnut Street, Bloomington, Indiana.

Any person who rides the regular, fixed single route contemplated by this Agreement and who displays a valid development key fob or other method for bus passage mutually agreed upon between CDG and BPTC may ride this route without paying the regular fare. Other riders on this route are subject to paying BPTC's regular fare (unless another exception to such fare applies).

4. CDG shall pay to BPTC for said bus transportation services a sum equal to \$139,812.48 for the period of August 22, 2022 through August 21, 2023, payable in installments as follows, due on the following dates:

\$13,981.25 on August 31, 2022 \$13,981.25 on January 31, 2023

\$13,981.25 on September 30, 2022 \$13,981.25 on February 28, 2023

\$13,981.25 on October 31, 2022 \$13,981.25 on March 31, 2023

\$13,981.25 on November 30, 2022 \$13,981.25 on April 30, 2023

\$13,981.25 on December 31, 2022 \$13,981.23 on May 31, 2023

CDG shall indemnify and hold harmless BPTC, its officers, directors, agents, servants, and employees, to the extent of available insurance coverage, for any and all claims, losses, causes of action and expenses, including but not limited to legal expenses, to the extent arising from the negligence or willful misconduct of CDG or its officers or employees. CDG shall maintain in full force and effect during the term of this Agreement and any extension thereof a general liability policy of insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. CDG shall provide BPTC with evidence of such insurance in a form acceptable to BPTC.

10. Time is of the essence of this Agreement. BPTC at its option, may by written notice to CDG, declare this Agreement in default in the event CDG fails to make timely payment of the amounts required hereunder or fails to abide by any of its other obligations as set forth herein and such default is not cured within thirty (30) days after BPTC gives written notice thereof to CDG. In the event of such a default, BPTC may pursue its remedies at law or equity for specific performance or damages or both and to recover any and all funds due and owing hereunder plus reasonable attorney's fees and litigation costs.
(31)
11. CDG may, by written notice to BPTC, declare this Agreement in default in the event BPTC fails to provide the bus service as and when required hereunder, or in the event BPTC fails to abide by any of its other obligations as set forth herein and such default is not cured within thirty (30) days after CDG gives written notice thereof to BPTC. In the event of such default, CDG may pursue its remedies at law or equity for specific performance or damages, or both, together with litigation costs and reasonable attorney's fees incurred.
12. Failure of either party, in one (1) or more instance, to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of the breach of the terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which terms shall continue in force and effect as if no such waiver had occurred. Any notices to be given hereunder shall be deemed given when sent by registered or certified mail to the following names and addresses:

CDG:
Attention: Brandt Stiles
3000 Locust Street
St. Louis, MO 63103

BPTC:
Attention: General Manager BPTC
130 W. Grimes Lane
Bloomington, IN 47403

13. This Agreement shall be governed and construed under the laws of the State of Indiana.
14. Both parties agree that this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the non-transferring party, which consent may not be unreasonably withheld or delayed, except that CDG may assign this Agreement to a future owner of part or all of the Project and such assignment shall not require the consent of BPTC.
15. This Agreement shall be binding upon and inure to the benefit of only the parties, their successors and assigns; and nothing in this Agreement is intended or shall be construed to inure to the benefit of any third party or to bind BPTC or CDG to any contractual or other obligation to any other party.
16. BPTC is solely in charge of the manner and method of delivery of the services identified hereunder. CDG shall exercise no control over BPTC's employees, servants, agents, subcontractors or representatives, nor the method or means employed by BPTC in the performance of work or services provided hereunder.
17. If for any reason any one or more of the provisions of this Agreement shall be found to be inoperative, unenforceable, invalid, or contrary to law, rule, or regulation applying to either party by a court of competent jurisdiction or by a governmental unit or regulatory agency governing either party, either party may terminate this Agreement effective upon receipt of notice of termination by the other party and CDG shall be obligated to pay BPTC only for the days of service actually provided under this Agreement, pro-rated to the date of termination.

EXHIBIT A

Route 12: The Verve -- IU Campus

Monday-Thursday
30-40min Frequency*

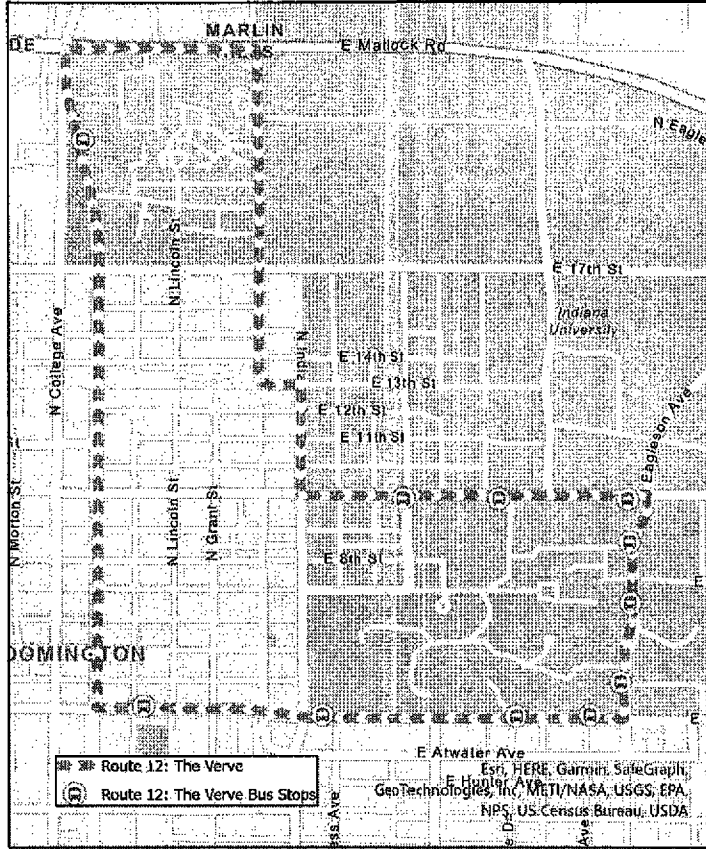
7:00a-7:00p

*Variable frequency during peak traffic hours: 2:00p-6:00p

Friday
30 Frequency

7:30a-5:30p

Route 12 to operate during IU Fall and Spring sessions, IU breaks excepted.



Monday-Thursday

DEPART THE VERVE	10TH & WOODLAWN	WELLS LIBRARY	MAC	IU LAW SCHOOL	ARRIVE THE VERVE
7:00 AM	7:07 AM	7:10 AM	7:13 AM	7:17 AM	7:22 AM
7:30 AM	7:37 AM	7:40 AM	7:43 AM	7:47 AM	7:52 AM
8:00 AM	8:07 AM	8:10 AM	8:13 AM	8:17 AM	8:22 AM
8:30 AM	8:37 AM	8:40 AM	8:43 AM	8:47 AM	8:52 AM
9:00 AM	9:07 AM	9:10 AM	9:13 AM	9:17 AM	9:22 AM
9:30 AM	9:37 AM	9:40 AM	9:43 AM	9:47 AM	9:52 AM
10:00 AM	10:07 AM	10:10 AM	10:13 AM	10:17 AM	10:22 AM
10:30 AM	10:37 AM	10:40 AM	10:43 AM	10:47 AM	10:52 AM
11:00 AM	11:07 AM	11:10 AM	11:13 AM	11:17 AM	11:22 AM
11:30 AM	11:37 AM	11:40 AM	11:43 AM	11:47 AM	11:52 AM
12:00 PM	12:07 PM	12:10 PM	12:13 PM	12:17 PM	12:22 PM
12:30 PM	12:37 PM	12:40 PM	12:43 PM	12:47 PM	12:52 PM
1:00 PM	1:07 PM	1:10 PM	1:13 PM	1:17 PM	1:22 PM
1:30 PM	1:37 PM	1:40 PM	1:43 PM	1:47 PM	1:52 PM
2:00 PM	2:10 PM	2:16 PM	2:21 PM	2:28 PM	2:33 PM
2:40 PM	2:50 PM	2:56 PM	3:01 PM	3:08 PM	3:13 PM
3:20 PM	3:30 PM	3:36 PM	3:41 PM	3:48 PM	3:53 PM
4:00 PM	4:10 PM	4:16 PM	4:21 PM	4:28 PM	4:33 PM
4:40 PM	4:50 PM	4:56 PM	5:01 PM	5:08 PM	5:13 PM
5:20 PM	5:30 PM	5:36 PM	5:41 PM	5:48 PM	5:53 PM
6:00 PM	6:07 PM	6:10 PM	6:13 PM	6:17 PM	6:22 PM
6:30 PM	6:37 PM	6:40 PM	6:43 PM	6:47 PM	6:52 PM

Friday

DEPART THE VERVE	10TH & WOODLAWN	WELLS LIBRARY	MAC	IU LAW SCHOOL	ARRIVE THE VERVE
7:30 AM	7:37 AM	7:40 AM	7:43 AM	7:47 AM	7:52 AM
8:00 AM	8:07 AM	8:10 AM	8:13 AM	8:17 AM	8:22 AM
8:30 AM	8:37 AM	8:40 AM	8:43 AM	8:47 AM	8:52 AM
9:00 AM	9:07 AM	9:10 AM	9:13 AM	9:17 AM	9:22 AM
9:30 AM	9:37 AM	9:40 AM	9:43 AM	9:47 AM	9:52 AM
10:00 AM	10:07 AM	10:10 AM	10:13 AM	10:17 AM	10:22 AM
10:30 AM	10:37 AM	10:40 AM	10:43 AM	10:47 AM	10:52 AM
11:00 AM	11:07 AM	11:10 AM	11:13 AM	11:17 AM	11:22 AM
11:30 AM	11:37 AM	11:40 AM	11:43 AM	11:47 AM	11:52 AM
12:00 PM	12:07 PM	12:10 PM	12:13 PM	12:17 PM	12:22 PM
12:30 PM	12:37 PM	12:40 PM	12:43 PM	12:47 PM	12:52 PM
1:00 PM	1:07 PM	1:10 PM	1:13 PM	1:17 PM	1:22 PM
1:30 PM	1:37 PM	1:40 PM	1:43 PM	1:47 PM	1:52 PM
2:00 PM	2:07 PM	2:10 PM	2:13 PM	2:17 PM	2:22 PM
2:30 PM	2:37 PM	2:40 PM	2:43 PM	2:47 PM	2:52 PM
3:00 PM	3:07 PM	3:10 PM	3:13 PM	3:17 PM	3:22 PM
3:30 PM	3:37 PM	3:40 PM	3:43 PM	3:47 PM	3:52 PM
4:00 PM	4:07 PM	4:10 PM	4:13 PM	4:17 PM	4:22 PM
4:30 PM	4:37 PM	4:40 PM	4:43 PM	4:47 PM	4:52 PM
5:00 PM	5:07 PM	5:10 PM	5:13 PM	5:17 PM	5:22 PM

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
Ridership & Productivity By Route
 Apr-22

Route	2022					2021							
	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/S. Walnut	8,693	11.1%	929.70	10,083.84	9.35	18.3%	0.86	20.9%	7,822	990.0	10,972.5	7.90	0.71
2 W. 11th St./S. Rogers	9,465	-19.0%	641.67	6,772.50	14.75	-12.8%	1.40	-12.4%	11,679	690.8	7,319.8	16.91	1.60
3 College Mall/Highland	30,063	38.5%	1,416.83	17,030.25	21.22	47.4%	1.77	39.6%	21,713	1,508.0	17,166.8	14.40	1.26
4 High St./Bloomfield Rd.	7,751	44.9%	791.42	10,308.38	9.79	53.4%	0.75	48.6%	5,351	838.3	10,572.0	6.38	0.51
5 Sare Road	4,060	229.3%	373.75	3,728.73	10.86	247.0%	1.09	271.7%	1,233	393.9	4,209.5	3.13	0.29
6 Campus Shuttle	56,160	330.9%	1,390.50	12,349.60	40.39	205.5%	4.55	257.8%	13,034	986.0	10,254.4	13.22	1.27
7 Henderson/Walnut Express	4,670	39.8%	291.67	3,271.50	16.01	21.3%	1.43	36.7%	3,340	253.0	3,198.4	13.20	1.04
8 Eastside Local	2,498	45.1%	266.83	3,541.13	9.36	60.3%	0.71	44.6%	1,722	294.8	3,530.9	5.84	0.49
9 IU Campus/Campus Corner	50,159	170.1%	1,195.47	9,348.95	41.96	118.4%	5.37	225.8%	18,572	966.6	11,276.5	19.21	1.65
10 Hospital	3,957		326.42	2,487.30	12.12		1.59						
Total	177,476	110.1%	7,624	78,922	23.28	90.7%	2.25	109.0%	84,466	6,921	78,501	12.20	1.08
Year-to-Date Total	673,879	127.7%	30,115	314,400	22.38	100.7%	2.14	118.3%	295,926	26,539	301,437	11.15	0.98

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FINANCIAL NARRATIVE FOR THE MONTH ENDING
APRIL 30, 2022**

Operating Expenses

Operating expenses for April totaled \$683,019. Salary and Fringe benefits expense for April was \$488,956. This represents an increase from March due to the timing of payrolls and payroll accruals. Materials and Supplies for April were \$107,833. This represents an increase from March contributed to the timing of parts and supplies purchased and their usage and the increase in fuel cost. Services and Utilities expense for the month totaled \$86,230. This represents a decrease from March due largely to the payments for the annual liability insurance and Grimes Lane maintenance contract to Siemens both paid in March. Through April, BT had spent 18% of the 2022 operating budget with 25% of the year completed.

Operating Revenues

Operating revenues for April totaled \$1,109,229. Operating revenues exceeded operating expenses by \$613,811 through April.

Capital Expenditures

The only capital expenditures for April was tires and office replacement computers for a total of \$14,777.

Operating Cash Balance

April 30, 2022	April 30, 2021	Change
\$11,097,847	\$9,304,985	\$1,792,862 increase

Self - Insurance Fund

Medical monthly premium and claims expense for April was \$65,884.

Self-Insurance Cash Balance

April 30, 2022	April 30, 2021	Change
\$237,087	\$350,851	\$113,764 decrease

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
SUMMARY OF REVENUES AND EXPENSES
FOR THE PERIOD ENDED APRIL 30, 2022**

	MONTH ENDING 4/30/2022	PERCENT OF ANNUAL BUDGET	YTD	ANNUAL BUDGET PLUS ENCUMBRANCES/ ADD'L APPROP.	PERCENT OF ANNUAL BUDGET USED
Operating Expenses:					
Salary and Fringe Benefits	\$ 488,956	8%	\$ 1,382,131	6,514,465	21%
Materials and Supplies	107,833	7%	202,694	1,525,320	13%
Services and Utilities	86,230	4%	261,306	2,020,939	13%
Total Operating Expenses	683,019	7%	1,846,131	10,060,724	18%
Operating Revenues:					
Local Tax Revenue	173,911	8%	521,733	2,080,679	25%
Fare Revenue	29,374	2%	81,054	1,473,796	5%
Other Locally Derived Revenue	97,505	16%	160,053	624,098	26%
Total Locally Derived Revenue	300,790	7%	762,840	4,178,573	18%
Federal Operating Grants	593,500	13%	1,052,285	4,664,111	23%
State Operating Grants (PMTF)	214,939	8%	644,817	2,550,664	25%
Total Operating Revenues	1,109,229		2,459,942	11,393,348	
Operating Gain/(Loss)	426,210		613,811		
Federal Capital Grants	1,167	0%	24,952	3,909,777	1%
State Capital Grants	-	0%	-	-	0%
Transfer from Capital Reserve	-	0%	-	-	0%
Revenue from Capital Grants/Reserve	1,167	0%	24,952	3,909,777	1%
Capital Expenditures:	14,777	0%	44,666	5,242,401	1%
Capital Gain/(Loss)	(13,610)		(19,714)		
Net Gain/(Loss)	412,600		594,097		

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
COMPARATIVE SUMMARY OF REVENUES AND EXPENSES
FOR THE PERIODS ENDED APRIL 2021 AND 2022**

	MONTH ENDING 4/30/2022	MONTH ENDING 4/30/2021	% CHANGE	YTD 4/30/2022	YTD 4/30/2021	% CHANGE
Operating Expenses:						
Salary and Fringe Benefits	\$ 488,956	\$416,227	17%	\$ 1,382,131	\$1,160,505	19%
Materials and Supplies	107,833	67,664	59%	202,694	135,910	49%
Services and Utilities	86,230	143,513	-40%	261,306	279,473	-7%
Total Operating Expenses	683,019	627,404	9%	1,846,131	1,575,888	17%
Operating Revenues:						
Local Tax Revenue	173,911	172,361	1%	521,733	517,083	1%
Fare Revenue	29,374	79,299	-63%	81,054	79,419	2%
Other Locally Derived Revenue	97,505	58,726	66%	160,053	115,148	39%
Total Locally Derived Revenue	300,790	310,386	-3%	762,840	711,650	7%
Federal Operating Grants	593,500	495,000	20%	1,052,285	890,000	18%
State Operating Grants (PMTF)	214,939	184,404	0%	644,817	553,212	17%
Total Operating Revenues	1,109,229	989,790	12%	2,459,942	2,154,862	14%
Operating Gain/(Loss)	426,210	362,386		613,811	578,974	
Federal Capital Grants	1,167	133,974	-99%	24,952	183,269	-86%
State Capital Grants	-	-	#DIV/0!	-	-	#DIV/0!
Transfer from Capital Reserve	-	-	#DIV/0!	-	-	#DIV/0!
Revenue from Capital Grants/Reserve	1,167	133,974	#DIV/0!	24,952	183,269	-86%
Capital Expenditures:	14,777	167,341	-91%	44,666	229,142	-81%
Capital Gain/(Loss)	(13,610)	(33,367)		(19,714)	(45,873)	
Net Gain/(Loss)	412,600	329,019		594,097	533,101	

**Bloomington Public Transportation Corporation
Personnel Report
APRIL 2022**

	Monthly New Hires	Monthly Terminations	End of Month Vacancies
Administrative Staff	0	0	0
Fixed Route Drivers	0	2	14
BT Access Drivers	0	0	1
Mechanics	0	0	1
Service Person	0	0	0
Service Attendants	0	0	2
Total	0	2	18

REGULAR BOARD MEETING - BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC) April 19, 2022 5:30 P.M.

MINUTES

Chair McLary convened the regular meeting of the Board of Directors of the Bloomington Public Transportation Corporation. The meeting was held with some members attending in-person and some via a virtual electronic means.

Join Zoom Meeting at the following link:

<http://us02web.zoom.us/j/82017179984?pwd=WU9sNmVuMmVwTEZlZWktSIF0Y0ljdz09>

Meeting ID: 820 1717 9984

Passcode: 752909

One Tap Mobile

+13017158592,,88920130363#,,,,*487741# US (Washington DC)

+116465588656,,88920130363#,,,,*487741# US (New York)

Dial By Your Location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 9000 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 820 1717 9984

Passcode: 752909

ROLL CALL

Board Members and staff present: Secretary Nancy Obermeyer, Board Member Marilyn Hartman, Board Member Doug Horn and Vice Chair Kent McDaniel. Also present were General Manager, John Connell, Controller, Christa Browning, Planning and Special Projects Manager, Zac Huneck, Human Resource Administrator/Marketing Director, Brenda Underwood.

Members of the Public: Dave Askins, B Square Beacon, Natalia Galvin and Andrew Guenther

The following additional persons were also present via Zoom. Chair, Jim McLary, Andrew Coomer,

OLD BUSINESS

Mr. Connell stated the FLIXBUS contract has been modeled off the existing contract we have with Miller Transportation. Mr. Connell noted the contract was forwarded to FLIXBUS. He said in the beginning they were going to use the facility for one trip per day, and one departure per day. Mr. Connell stated he put in the contract up to 2 departures per day just to give them a little lead way. He said we negotiated on that one departure per day at \$15,000 for the calendar year. Mr. Connell noted that when the contract was returned he received an email request to increase it to 4 departures per day before any additional fees would kick in. Mr. Connell stated that Miller Transportation is paying \$30,000 a year, and he can't justify allowing FLIXBUS as much use if not more and paying half of what Miller Transportation pays. Mr. Connell said that FLIXBUS wants to remove a couple of federal clauses, one is the DBE clause and the Fly America clause. Mr. Connell said given this new information that came in, he recommends we postpone taking any action until we sort these issues out.

Board Member Hartman made a motion to table Resolution 22-06; a resolution approving a contract with FLIXBUS for use of the Downtown Transfer Facility. Secretary Obermeyer seconded it. The Board approved to table this resolution unanimously.

Mr. Connell stated we received proposals for the Strategic Plan from RLS, the firm that recently completed the Monroe County Rural Transit Optimization Study, and a proposal from Four Square ITP, the firm that conducted the BT Route Optimization project. He noted he emailed the electronic versions of the submissions and have provided links. Mr. Connell said the staff recommends scheduling interviews with each firm to discuss project specifics, clarifications and budgets. Mr. Connell noted the recommendation for award would be scheduled for the May Board meeting, following the interviews with each firm.

Mr. Connell recommended that Staff and two Board Members serve on the evaluation committee and conduct the proposal reviews and meetings with RLS and Four Square ITP.

Board Member Hartman made a motion for Chair McClary and Vice Chair McDaniels to conduct the reviews and meetings with Staff on the Proposals for the Strategic Plan from RLS and Four Square ITP. Secretary Obermeyer seconded it. The Board approved unanimously.

MINUTES

The minutes for the March 15, 2022 meeting were presented for approval by Board Member Horn and seconded by Vice Chair McDaniel. The minutes were approved unanimously.

NEW BUSINESS-ACTION ITEMS

Board Member Hartman made a motion to open a Public Hearing to receive comment on the calendar year 2022 Program of Projects. Board Member Horn seconded it. The board approved unanimously.

No Comments from the Public.

Board Member Hartman made a motion to close the Public Hearing, Vice Chair McDaniel seconded it. The board approved unanimously.

Board Member Horn made a motion to approve Resolution 22-07, a resolution adopting CY 2022 Program of Projects and authorizing the BPTC Chair to file and execute grant assurances and grant contracts. Vice Chair McDaniel seconded it. The Board approved unanimously.

Mr. Connell stated that our employee health insurance plan runs from May 1 to April 30 each year. He said we recently received a briefing from SIHO, our third party administrator, on our claims experience and some possible strategies to address the increasing amount of our health insurance premiums.

Mr. Connell noted our employee health insurance is partially self-funded by BPTC. He said we currently pay the first \$40,000 of claims for each enrolled employee within the framework of benefits that we've established, relative to deductibles, co-pays, and out of pocket expenses. He said we purchase reinsurance on employees that covers all costs over the \$40,000 level on any individual employee. He noted sometimes employees with serious ongoing medical conditions are lased at higher reinsurance levels given the higher risks. Mr. Connell said this year we elected to opt for the \$110,000 corridor which takes the place of having lased members. He said this will require a higher specific for 2 members. He said we also have aggregate reinsurance that protects BPTC if total claims costs, reinsurance costs for covering any costs that exceed the \$40,000 specific stop loss and/or the aggregate group costs, and third party administration costs to SIHO.

Board Member Hartman noted that we haven't done any kind of solicitation for services for third party administration or reinsurance with a company other than SIHO.

Human Resource administrator/Marketing Director, Brenda Underwood stated that next year we plan on looking at different proposals for third party administration and insurance.

Secretary Obermeyer made a motion to approve Resolution 22-08, a resolution authorizing the following: continued partial self-funding of group health insurance for BPTC employees; the purchase of third party administrative services from SIHO. Vice Chair McDaniel seconded it. The board approved unanimously.

Planning and Special Projects Manager Zac Huneck gave an overview of the proposed service changes, reducing evening hours of service on poor performing routes and replacing them with a contracted micro-transit approach. This is being proposed to improve efficiency and reduce the burden placed on our operators who have been working in excess of 40 hours per week for over a year. Zac noted we had 3 formal input sessions for the public. He said in terms of replacing late evening hours with the Transportation Network Company pilot partnership with Uber and Lyft, the responses were mostly favorable if some other conditions could be met. One example of a condition, is to ensure those that use wheelchairs, or who do not have smartphones are still able to use this service.

Chair McLary questioned what would be the effect if we did same day late night service for BT Access? Chair McLary said he guessing it would be a very small demand. He said he is thinking it would provide equal service as to the able-bodied people. Planning and Special Products Manager, Zac Huneck said he agreed that the demand would probably be relatively small. General Manager Connell said we struggled with this idea, if the micro transits replacing the fixed route service, this is an extension of the fixed route service. He said currently individuals that have the special needs have that requirement scheduling the trip the prior day. Mr. Connell said he agrees with Chair McLary that the demand would probably not be very high, but the labor expense would be high, because we'd have to have a person on standby for the 3 hours each evening and they may make one trip or they may make zero trips, but we will still be paying the labor. Mr. Connell said we were going to do a wait and see if those trips started to become frequent then it could be something we could transition to, but it's at the pleasure of the board.

Chair McLary stated that his opinion is, that we absorb the cost and give same day access to people with wheelchairs that can't use Uber or Lyft. He said it would take away one of the conditional objections.

Vice Chair McDaniel said that if we are experimenting with a new model, he thinks we should invest in this level of service during the experiment. He said then we can pull back if our data shows that the investment is not required to service the community.

Planning and Special Projects Manager, Zac Huneck noted that some of the unfavorable trends are the availability of drivers in the evening can be unreliable. Zac said the issue was voiced from a lot of riders who have been trying to use Uber and Lyft in town during those hours. Zac said what happens is when driver availability is low, then the trips are subject to a surge pricing which effectively pushes these trip costs out of sight of the bounds of what we consider the average trip, which is about \$15 for everyone.

Board Member Hartman questioned what drives the surge price. Mr. Connell said demand drives the prices. Mr. Connell noted there is a lot for us to learn from this process and that's why we are calling it a pilot program. He stated that if we did not offer this, then the alternative most likely would be no service at all. He said we have to restructure the schedules to provide PTO for the drivers that haven't been able to get time off the last ten months. Chair McLary questioned Mr. Connell on how long he proposes we run the demonstration. Mr. Connell said he wants to run it through the end of the year. Mr. Connell said one of the key metrics is, if the customer is satisfied with the level of service? He said after we know the customer satisfaction level, then we will look at the economics of it. Mr. Connell stated, he thinks this will be a good opportunity for us to gain some experience, terms of what to expect and identify the deficiencies.

Vice Chair McDaniel stated he has not been a big fan of this concept from the beginning and he has a lot of concerns. Mr. Connell said he agrees with Vice Chair McDaniel, there are a lot of questions and it's less than ideal. Mr. Connell said he thinks we owe it to the public to try something, instead of just cutting services off at 9:00p.m.

Board Member Hartman made a motion to approve Resolution 22-09, a resolution approving a service change to the evening hours of underperforming fixed routes, replacing fixed route service with contracted on-demand service operated by Uber and Lyft, with the following modifications: Subsidy be changed from \$14 to \$19 per trip with a passenger fare of \$1.00 per trip, any amount of fare in excess of \$20 per trip paid by the user, add same day schedules, Board Member Horn seconded it. The Board approved unanimously.

MANAGER AND STAFF REPORTS

Mr. Connell gave an overview of the RATP DEV Technology Assessment. He stated the technology assessment project continues. He said NMontentum personnel were onsite March 29th-March 31st to conduct in person interviews with BT Staff, evaluate BT's use of current technologies and software programs, and to solicit input from the staff on what is working, and what BT is lacking and to get a sense of where BT wants to go in terms of advanced transit related technology. NMontentum also met with the City's IT department to assess the current structure of the IT contract. Mr. Connell said in his opinion the meeting with the City was candid and insightful. Mr. Connell noted the entire process to date has been thorough and productive. He said he believes the outcome of this comprehensive analysis will complement our strategic planning process. He said they are preparing their list of recommendations and are hoping to be back on-sight in May for the Board meeting.

Mr. Connell stated WSP has completed the modeling portion of the Alternative Fuel and Infrastructure study. He said none of the three alternative fuels under consideration had initial fatal flaws so each fuel source is still considered a viable option.

Mr. Connell stated on Tuesday April 5th, BT Operations staff participated in two table top security training exercises conducted by US Department of Homeland Security's Transportation Security Administration, TSA. He said the event, held at the Grimes Lane facility involved two separate training scenarios. The first, a suspicious person on the premises placing a suspicious backpack on a bus. The second, coordinated active shooters on two buses at different bus stops.

Mr. Connell noted the training exercises are designed in a manner to generate response instincts, evaluate response activities and then identify deficiencies and recommendations. He said the three TSA agents that were onsite for the training session did a fantastic job engaging the BT staff, requiring them to "think on their feet". He said TSA evaluated our strengths and our weaknesses, and provided us a summary report. Mr. Connell noted there are some areas of improvement that we're going to be working on. He said we do have scheduled a security assessment for the facility. He said TSA will be out to do a walk through the facility to identify our weaknesses.

Mr. Connell stated, The Mayor and City Council continue to negotiate the rate of a possible income tax increase and the prioritization of projects for LIT funding. Mr. Connell said he did attend the April 13th, City Council meeting and was asked to discuss the process BT used to develop the list of projects which were submitted for LIT funding.

Board Member Hartman gave an overview of all the different kinds of local income taxes. Board Member Hartman noted if the ordinance is approved by the City Council, then what would happen is the City council would be Entering into and inter-local agreement with BPTC. She said then we would iron out just exactly how those funds might be distributed. Board Member Hartman stated largely our funding is federal. She said we have to have local matches and there are a lot of requirements, we have hoops we have to jump through as a Board that doesn't necessarily apply to other local governmental units. She said if the City Council decides to move forward with what's been proposed, and that gets passed, it will be on us to really be very careful in carving out some sort of inter-local agreement as to what kind of funds we would even be able to accept.

Planning and Special Projects Manager, Zac Huneck stated on Fixed Route we have provided a little over 174,000 trips in March. He said we are up 92% ridership in March compared to what ridership was in March 2021. He said BT Access ridership in March was just under 2000 trips and that is more of a modest gain of 12% compared to March 2021.

Controller Browning gave an overview of the March financial reports as included in the Board packets.

Human Resource Administrator/Marketing Director Brenda Underwood stated that we still need approximately 12 drivers. She said she remains hopeful and positive that things will turn around.

Board Member Horn stated he attended the hybrid meeting of the Bloomington Monroe county Metropolitan Planning Organization Policy Committee held on April 8, 2022. He said the highlight of the meeting was final discussion and approval of the Monroe county Coordinated Human Services Transportation Plan update. He noted a draft of the Plan was presented previously and the bulk of the effort and expenditure required to accomplishing the four principal goals of this federally mandated Plan falls to Bloomington Transit and Rural Transit. He said once the plan is available in its final form, he will circulate copies to the Board Members. He said the document is one that should be included with other peripheral transportation plans in our master plan discussions. Board Member Horn stated that the next meeting of the MPO Policy Committee will be held at 1:30 PM April 27, 2022 in the Common Council Chamber, Showers Plaza.

APPROVAL OF CLAIMS

The Claims for April 19, 2022 were presented for approval by Board Member Horn and seconded by Vice Chair McDaniel. The claims were approved unanimously.

PUBLIC COMMENTS

Andrew Coomer said as soon as the Route Optimization is finished, and the efficiency of getting around town comes back, he said he believes the ridership will start exploding again. He said right now it takes too long to get anywhere unless you are only going a block or two. General Manager Connell stated he is hopeful things will get back on track soon.

Natalia Galvin said she did go to the public engagement meeting and she spoke with Mr. Connell and Zac Huneck, she said she felt like they heard a lot of her concerns, particularly around outreach with micro transit and looking at the expansion of the Crestmont area. Natalia said she thinks we have some underserved neighborhoods that could benefit from more direct engagement and not so much like zoom, where people come to us. She said we need more direct engagement of reaching out to the residents of these communities in whatever way that works best for them to get direct feedback. Natalia said she would also like to see more engagement with our Student users.

Andrew Guenther, said he wanted to echo a lot of the comments made by Natalia Galvin concerning outreach. He said when they met with Mr. Connell and Zac Huneck at the outreach meeting he and Natalia were very clear about the reasons they know about all the meetings, and that they attend the meetings with Bloomington Transit and a lot of other Bloomington and Monroe County Boards and Commissions. He said he and Natalia are a part of a small, very politically involved group that pays attention to local government events and what's going on. Andrew said most people, he thinks that 95% are not being reached. He said besides seeing our buses he could not really name any marketing that reaches his generation. He said there are younger users and younger disabled users who don't have cars, for monetary reasons. Andrew said he wanted to make sure that the Board is looking to revamp some of their marketing in that area, so that they can have adequate outreach among the younger generation as well as everyone else in Bloomington. Through social media advertisements or some print advertisements that are targeted towards those groups. He said he thinks it would go a long way because most people he

has spoken to about the plan had no idea that we are planning on shifting to Uber and Lyft for late night service. He said he wants to make sure there is adequate outreach.

COMMENTS FROM THE BOARD

General Manager, John Connell stated he thinks we definitely need to look into staffing issues. He said there are a lot of things we would like to do more professionally and we are squeezed right now. He said staff members are wearing multiple hats. Mr. Connell said it's on the list to examine duties then move forward from there.

Board Member Hartman questioned if we are getting close to needing a full-time marketing director. Mr. Connell said he thinks we are getting real close. He said it would be beneficial to have a marketing and development position.

Board Member Horn stated he thinks we may have many Public Relations issues that we can look to engage with, which will help our ridership.

ADJOURNMENT

APPROVE:

ATTEST:

James J. McLary, Chair
Board of Directors BPTC

04-19-22

Nancy Obermeyer, Secretary
Board of Directors BPTC

04-19-22