



# 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: June 16, 2023  
Re: Board Meeting, Tuesday, June 20, 2023, 5:30 p.m.

Included below are your notes for the meeting of the Board of Directors set for Tuesday, June 20, 2023 at 5:30 p.m. in the Edward J. Kuntz Board Room, 130 W. Grimes Lane in Bloomington.

## ACTION ITEMS

1. **Resolution 23-10, a resolution declaring items as surplus, and obsolete and authorizing the BPTC General Manager to dispose of said items as scrap in accordance with BPTC Procurement Policies.**

In order to free up some space and perform some general housekeeping, the maintenance staff has identified obsolete items which need to be disposed. The following items have no real reusable value therefore we are recommending selling the items for scrap and or disposal.

2. **Resolution 23-11, a resolution amending agreement with FlixBus.**

FlixBus has acquired Miller Transportation. Miller has notified us of their intention to cancel our contract and subsequently FlixBus has requested amending their contract to increase the payment from \$18,000 per year to \$30,000 per year with unlimited stops. The staff recommends approval of the amendment.

3. **Resolution 23-12, a resolution authorizing the BPTC Chair and General Manager to negotiate a contract for Real Estate Acquisition Services with the assistance of Rothberg Law.**

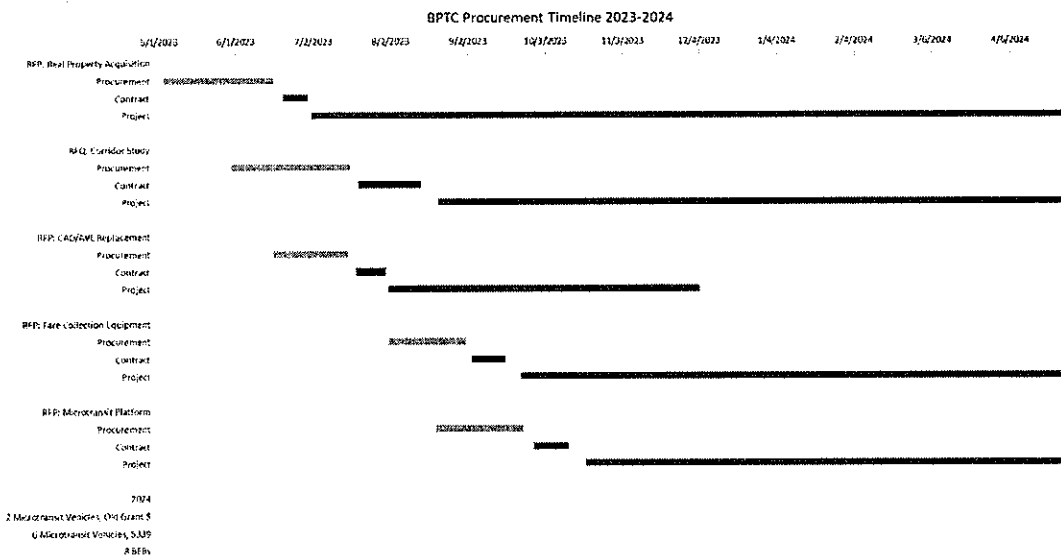
Proposals were received from Hanson Professional Services Inc., and ClearPath Service LLC., for real estate acquisition services. The evaluation committee consisted of James McLary, Doug Horn, Zac Huneck, Kathy Schultz and John Connell. The committee interviewed both firms. After interviewing and evaluating both proposals, the evaluation committee recommends entering into contract negotiations with Hanson Professional Services Inc. The BPTC General Manager will with Rothberg Law to draft the contract following successful negotiations.

**4. Resolution 23-12, a resolution approving an agreement between the Bloomington Public Transportation Corporation (BPTC) and SSC Muller Apartments, LLC for the provision of general public transit service.**

BPTC received a request for transit service from the Village at Muller Park. This contract mirrors our other contracts for service with apartment complexes. The contract is based on a rate of \$100.00 per hour of service, with a total cost of \$204,100. Staff recommends approval. Rothberg has reviewed the contract.

**PROJECT UPDATES:**

- Service Area Expansion – We continue to advocate for support to expand our service area. I have met with Mayor Hamilton to discuss the letter James McLary forwarded on behalf of the Board. James and I have also met with Julie Thomas and Jeff Cockerill from Monroe County. I believe the Mayor is in support of expanding the service area that includes the East/West BRT corridor. BPTC’s preferred approach to service area expansion would include the entire county.
- 2024 Budget process is underway. Christa and I will be working on the 2024 BPTC Budget and plan to have a preliminary draft for the Board next month.
- Procurement Schedule: Several procurements are underway. The chart below outlines the status and schedule of upcoming projects.



## AGENDA

**Bloomington Public Transportation Corporation (BPTC)**

**Tuesday, June 20, 2023**

**130 W. Grimes Lane, Bloomington, IN 47403**

**Conference Room, 5:30 P.M**

**The June 20, 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/83073329812?pwd=WG8wVmkzemiUT3dZdEpEZlpzRyszQT09>**

**Meeting ID: 830 7332 9812**

**Passcode: 333360**

### **PUBLIC MEETING**

**06/20/2023**

- I. ROLL CALL
- II. OLD BUSINESS-
- III. APPROVAL OF MINUTES – May 16, 2023
- IV. NEW BUSINESS – ACTION ITEMS
  1. Resolution 23-10, a resolution declaring items as surplus, and obsolete and authorizing the BPTC General Manager to dispose of said items as scrap in accordance with BPTC Procurement Policies.
  2. Resolution 23-11, a resolution amending agreement with FlixBus.
  3. Resolution 23-12, a resolution authorizing the BPTC Chair and General Manager to negotiate a contract for Real Estate Acquisition Services with the assistance of Rothberg Law.
  4. Resolution 23-13, a resolution approving an agreement between the Bloomington Public Transportation Corporation (BPTC) and SSC Muller Apartments, LLC for the provision of general public transit service.
- V. MANAGER, STAFF AND BOARD REPORTS
  1. PROJECT UPDATES – John Connell
    - a. Service Area Expansion

b. Procurement Schedule

c. 2024 Budget Update

2. MAY OPERATING STATISTICS – Zac Huneck

5. MAY FINANCIAL REPORT -- Christa Browning

6. MAY PERSONNEL REPORT – Brenda Underwood

7. MPO REPORT – Doug Horn

VI. APPROVAL OF CLAIMS

VII. COMMENTS FROM THE PUBLIC

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURNMENT – NEXT MEETING: July 18, 2023

## RESOLUTION 23-10

A resolution declaring items listed below as obsolete, scrap and 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 scrap and surplus; and

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

### Description

1. One decommissioned gas pump.
2. Two decommissioned diesel pumps.
3. Ten steel/cast benches.
4. Five trash bins.
5. One pallet of Plexiglas shields for drivers seat area.
6. One 275 gallon soap container dispenser stand.
7. One basket for lifting personnel in for the fork truck.
8. Miscellaneous decommissioned shelter parts and sign posts.

**NOW THEREFORE, BE IT RESOLVED:** The BPTC Board of Directors declares the above listed equipment and parts as scrap and/or surplus and directs the General Manager to dispose of 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 20<sup>st</sup> day of June, 2023.**

**RESOLUTION 23-11**

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

**WHEREAS**, the BPTC and FLIXBUS have an agreement 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.

**WHEREAS**, the parties have agreed to amend the agreement that 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 is amended as attached and is hereby approved.

APPROVE:

ATTEST:

\_\_\_\_\_  
James McLary, Chair  
Bloomington Public Transportation  
Corporation

\_\_\_\_\_  
Nancy Obermeyer, Secretary  
Bloomington Public Transportation  
Corporation

**Approved the 20<sup>th</sup> day of June 2023.**

**ADDENDUM TO AGREEMENT**  
between the  
**THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION**  
and  
**FLIXBUS, INC.**

This Addendum (“Addendum”) is made and entered into as of the date of the last signature below 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 (“BPTC”) and FlixBus, Inc., a Delaware corporation (“FlixBus”), and amends the Agreement (as defined below) as follows:

WHEREAS, on May 13, 2022, BPTC and FlixBus entered into an agreement allowing FlixBus and its contractors use of the BPTC Downtown Transit Center subject to specific terms and conditions (the “Agreement”);

WHEREAS, pursuant to Paragraph B(1) of the Agreement, FlixBus is obligated to pay BPTC a minimum annual compensation in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for its use of the BPTC Downtown Transit Center;

WHEREAS, pursuant to Paragraph B(2) of the Agreement, if the daily number of FlixBus trips (departures) exceeds two per day, FlixBus is obligated to pay an additional departure fee of Sixty Dollars and Zero Cents (\$60.00) (the “Additional Departure Fee”) per each additional trip;

WHEREAS, Paragraph X of the Agreement provides that the parties may modify the Agreement in writing subscribed by the parties through their duly authorized officers;

WHEREAS, the parties wish to increase the annual compensation to Thirty Thousand Dollars and Zero Cents (\$30,000.00) on a calendar year basis beginning July 1, 2023; and

WHEREAS, the parties further wish to remove the daily limitation of FlixBus trips and related Additional Departure Fee.

NOW THEREFORE, in the parties agree to modify the Agreement as set forth below:

1. Paragraph B of the Agreement is hereby amended to increase the annual compensation amount and eliminate the daily limitation of FlixBus trips and the Additional Departure Fees to the following:

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 \$30,000.00 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.





## RESOLUTION 23-12

A resolution authorizing the BPTC Chair and General Manager to negotiate a contract with Hanson Professional Services, Inc., and Bloomington Public Transportation (BPTC) for property acquisition services.

**WHEREAS**, the Bloomington Public Transportation Corporation (BPTC) solicited Request for Proposals (RFP) dated May 3, 2023; and

**WHEREAS**, an evaluation committee has reviewed Statements of Qualifications, proposal submissions and interviewed firms and has determined that the firm of Hanson Professional Services, Inc., is the best qualified in accordance with the evaluation criteria included in the RFP as judged by the BPTC evaluation committee.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Bloomington Public Transportation Corporation (BPTC) that the BPTC Chair and General Manager are hereby authorized to negotiate cost, scope of work and other contractual terms with the recommended firm of Hanson Professional Services, Inc., subject to final approval and award of contract by the BPTC Board of Directors at a future date.

APPROVE:

ATTEST

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James McLary  
Chair  
Bloomington Public  
Transportation Corporation

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Nancy Obermeyer  
Secretary  
Bloomington Public  
Transportation Corporation

**Approved this 20<sup>th</sup> day of June 2023.**

**Resolution 23-13**

A resolution approving an agreement between the Bloomington Public Transportation Corporation (BPTC) and SSC Muller Apartments, 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, SSC Muller Apartments, LLC, desires to provide certain bus transportation for its residents at the residential community currently known as the Village at Muller Park 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, SSC Muller Apartments, LLC wishes to contract with BPTC to provide general public fixed route service to/from Muller Apartments, 500 S Muller Parkway, 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.

APPROVE:

ATTEST

\_\_\_\_\_  
James McLary  
Chair  
Bloomington Public  
Transportation Corporation

\_\_\_\_\_  
Nancy Obermeyer  
Secretary  
Bloomington Public  
Transportation Corporation

**Approved this 20<sup>th</sup> day of June 2023.**

## BUS TRANSPORTATION AGREEMENT

This Bus Transportation Agreement is made this day of <sup>June 11</sup> 2023, by and among SSC Muller Apartments LLC, herein "SSC", and Bloomington Public Transportation Corporation, herein "BPTC."

WHEREAS, SSC desires to provide certain non-exclusive, fare-free bus transportation for those of its residents at the residential community currently known as "Village at Muller Park" 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, SSC wishes to subsidize the cost of BPTC service to/from Village at Muller Park 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 21, 2023, and terminating on May 3, 2024, 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, according to the service path and service span established by BPTC in agreement with SSC. BPTC, in its sole discretion, may alter the route configuration or scheduling of the route serving Village at Muller Park 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 Village at Muller Park, 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 SSC agrees in writing to such change, BPTC shall be entitled to additional compensation of \$100.00 per additional hour of service for initial one-year period of August 21, 2023 through May 3, 2024, and a reduction of service shall entitle the SSC to a credit of \$100.00 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, SSC will receive a credit of \$100.00 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 SSC for any reduction of service.

3. The location owned or operated by SSC to be served by the regular, fixed single route through this Bus Transportation Agreement shall be as follows: Village at Muller Park, 500 S Muller Pkwy, 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 SSC 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. The span of bus transportation service shall be approximately thirteen (13) revenue hours per day, between approximately 7:00am – 8:00pm, during Indiana University (IU) Spring and Fall semesters according to the IU academic calendar. The following IU breaks and holidays are excepted from bus transportation service through this agreement:

Labor Day  
Fall Break  
Thanksgiving Week  
Winter Break  
MLK Day  
Spring Break

5. SSC shall pay to BPTC for bus transportation services a sum equal to \$204,100 for the period of August 21, 2023 through May 3, 2024, payable in installments as follows, due on the following dates:

\$20,410.00 on August 31, 2023  
\$20,410.00 on September 30, 2023  
\$20,410.00 on October 31, 2023  
\$20,410.00 on November 30, 2023  
\$20,410.00 on December 31, 2023  
\$20,410.00 on January 31, 2024  
\$20,410.00 on February 28, 2024  
\$20,410.00 on March 31, 2024  
\$20,410.00 on April 30, 2024  
\$20,410.00 on May 31, 2024

Such dates may be adjusted by mutual agreement pursuant to any change or modification to the term of this agreement. The hourly rate of compensation payable by SSC to BPTC for the second (2nd) and third (3rd) years of this agreement shall be \$103.00 per hour and \$106.00 per hour, respectively.

Thereafter, unless this Agreement is terminated in writing by either party on not less than ninety (90) days prior written notice, this Agreement shall renew on an annual basis at the hourly rate of the previous year plus three (3) percent and on such other terms and conditions as reasonably determined by SSC and BPTC.

6. All passengers shall be required to obey the rules and regulations of BPTC. At the discretion of BPTC any passenger or holder of a valid key fob or pass may be removed from a bus or refused access to the bus for a failure to obey such rules and regulations.

7. BPTC shall, at all times, exercise reasonable care and ordinary prudence to provide the bus service required by this Agreement with buses that are in safe and sanitary condition.

8. All vehicles utilized to supply the service required hereunder shall bear license plates and the titles thereto shall be registered in the name of BPTC.

9. BPTC, at its cost, shall be responsible for all maintenance and repair on each of the buses being used to fulfill the terms of this Agreement.

10. Time is of the essence of this Agreement. BPTC at its option, may by written notice to SSC, declare this Agreement in default in the event SSC 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 SSC. 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.

11. SSC 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 SSC gives written notice thereof to BPTC. In the event of such default, SSC 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:

SSC Muller Apartments LLC

Attention: VP Legal Affairs

401 N Michigan Ave, Ste 400

Chicago, IL 60611

[jgraves@thesciongroup.com](mailto:jgraves@thesciongroup.com)

[mhanson@thesciongroup.com](mailto:mhanson@thesciongroup.com)

Bloomington Public Transit Corporation

Attention: John Connell

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 SSC 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 SSC 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 herein. SSC 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 herein.

17. BPTC shall fully indemnify, defend and hold SSC (together with the respective members, managers and agents of each entity comprising SSC) harmless from any and all claims, losses, causes of action and expenses, including but not limited to, legal expenses, arising from or related to the performance of the bus transportation service to be provided by BPTC under this Agreement; EXCEPT that this indemnification obligation shall not apply to any claims, losses, causes of action or expenses resulting from the action or inaction of SSC, its officers, directors, agents, servants or employees, against which claims, losses, and expenses SSC shall indemnify and hold harmless BPTC, its officers, directors, agents, servants and employees. BPTC shall at all times carry a commercial auto policy of at least One Million Dollars (\$1,000,000.00), general liability policy of at least Two Million Dollars (\$2,000,000.00) and an umbrella policy of Five Million Dollars (\$5,000,000.00) on which SSC is listed as additional insureds. BPTC shall provide SSC with evidence of such insurance in a form acceptable to both of the parties. SSC 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 SSC or its officers or employees. SSC 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. SSC shall provide BPTC with evidence of such insurance in a form acceptable to BPTC.

18. 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 SSC shall be obligated to pay BPTC only for the days of service actually provided under this Agreement, pro-rated to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

SSC Muller Apartments LLC

By: \_\_\_\_\_

*Angie Stewart*

WITNESS: \_\_\_\_\_

*Margaret J. Hanson*

Bloomington Public Transportation Corporation

By: \_\_\_\_\_

James McLary, Chair  
Board of Directors  
130 W. Grimes Lane  
Bloomington, In 47403

WITNESS: \_\_\_\_\_





**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION**  
**Ridership & Productivity By Route**  
**May-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*	3,376	n/a	375.97	4,911.25	8.98	n/a	0.69	n/a	8,779	958.5	10,684.6	9.16	0.82
2 W.11th St./S.Rogers	11,230	22.6%	676.13	7,598.42	16.61	19.7%	1.48	12.4%	9,161	660.0	6,966.8	13.88	1.31
3 College Mall/Highland*	28,739	26.2%	1,490.07	18,555.75	19.29	22.4%	1.55	18.3%	22,778	1,445.6	17,401.3	15.76	1.31
4 High St./Bloomfield Rd.	6,501	11.8%	750.93	9,177.79	8.66	19.8%	0.71	27.7%	5,815	804.6	10,486.8	7.23	0.55
5 Sare Road	3,008	40.2%	350.70	3,921.68	8.58	51.4%	0.77	34.6%	2,145	378.8	3,765.2	5.66	0.57
6 Campus Shuttle	21,341	47.6%	657.67	6,155.51	32.45	77.4%	3.47	82.5%	14,462	790.7	7,613.8	18.29	1.90
7 S Walnut/Clear Creek*	9,453	n/a	767.33	8,629.29	12.32	n/a	1.10	n/a	684	72.9	817.9	9.38	0.84
8 Eastside Local**	.	.	.	.	.	.	.	.	2,000	266.9	3,541.1	7.49	0.56
9 IU Campus/Campus Corner	16,649	20.7%	989.17	8,267.62	8,267.62	44713.9%	2.01	-13.7%	13,796	747.8	5,915.6	18.45	2.33
10 Hospital**	.	.	.	.	.	.	.	.	2,251	329.5	2,551.2	6.83	0.88
11 W 17th*	1,439	.	370.67	3,280.90	3.88	.	0.44	.	.	.	.	.	.
12 N Walnut*	1,480	.	59.33	542.30	24.94	.	2.73	.	.	.	.	.	.
<b>Total</b>	<b>103,216</b>	<b>26.1%</b>	<b>6,488</b>	<b>71,041</b>	<b>15.91</b>	<b>25.4%</b>	<b>1.45</b>	<b>23.8%</b>	<b>81,871</b>	<b>6,455</b>	<b>69,744</b>	<b>12.68</b>	<b>1.17</b>
<b>Year-to-Date Total</b>	<b>995,896</b>	<b>31.8%</b>	<b>36,316</b>	<b>392,888</b>	<b>27.42</b>	<b>32.7%</b>	<b>2.53</b>	<b>28.8%</b>	<b>755,800</b>	<b>36,571</b>	<b>384,145</b>	<b>20.67</b>	<b>1.97</b>

\*Modified or new service on 8/15/22

\*\*Discontinued on 8/15/22





**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
<b>Fixed Route:</b>													
<i>Total Passengers</i>	205,399	240,672	216,939	229,627	103,216								995,853
<i>Revenue Miles</i>	79,100	77,477	83,994	81,278	71,041								392,890
<i>Total Miles</i>	82,359	80,496	86,547	84,481	72,752								406,635
<i>Revenue Hours</i>	7,268	7,246	7,739	7,576	6,488								36,317
<i>Total Hours</i>	7,544	7,463	7,933	7,808	6,607								37,356
<i>*Revenue</i>	\$170,717.84	\$ 74,048.86	\$ 173,120.35	\$182,462.27	\$ 4,054,669.90								\$ 4,655,019
<i>Road Calls</i>	2	5	4	3	2								16
<i>Collision Accidents</i>	6	4	6	5	5								26
<i>On Time Performance</i>	69.2%	71.3%	71.9%	72.1%	73.6%								71.6%
<i>PM Inspection OT %</i>	100.00%	100.00%	100.0%	100.0%	100.00%								100.00%
<b>Paratransit:</b>													
<i>Total Passengers</i>	2,282	2,273	2,491	2,444	2,553								12,043
<i>Revenue Miles</i>	9,002	10,850	9,777	9,744	9,921								49,294
<i>Total Miles</i>	10,186	11,504	10,353	10,331	10,703								53,077
<i>Revenue Hours</i>	926	872	969	1,003	1,088								4,858
<i>Total Hours</i>	981	992	1,069	1,095	1,210								5,347
<i>Revenue</i>	\$2,575	\$4,374	\$4,448	\$3,948	\$4,398								\$ 19,742.14
<i>Road Calls</i>	0	0	0	0	0								0
<i>Collision Accidents</i>	1	1	0	0	0								2
<i>On Time Performance</i>	91.7%	95.5%	96.8%	96.7%	98.1%								95.8%
<i>PM Inspection OT %</i>	100.00%	100.00%	n/a	100.00%	100.00%								100.0%
<i>Trip Denials</i>	0	0	0	0	0								0
<i>Missed Trips</i>	3	1	1	2	1								8
<i>Excessive Long Trips</i>	3	2	3	2	1								11

\*Receipt of COB LIT funds in May 2023

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION  
FINANCIAL NARRATIVE FOR THE MONTH ENDING  
MAY 31, 2023**

**Operating Expenses**

Operating expenses for May totaled \$825,339. Salary and Fringe benefits expense for May were \$489,798. This represents a 3% decrease from April due to the timing of payrolls and payroll accruals. Materials and Supplies for May were \$109,494. This represents a 3% decrease or (\$3,375) from April contributed to the timing of parts and supplies purchased and their usage. Services and Utilities expense for the month totaled \$226,047. This represents an increase due to Uber/Lyft invoices \$15,095 higher than last month and payment to Mesmerize in the amount of \$9,770 for the bus wrap on the donated bus. BT has spent 33% of the 2023 operating budget with 42% of year completed.

**Operating Revenues**

Operating revenues for May totaled \$1,247,383, resulting in an operating gain of \$5,257,300 through May. This gain includes the LIT payment from the City of Bloomington in the amount of \$3,806,100.

**Capital Expenditures**

The main capital expenditure for the month of May was for the Construction of the two bus stops on Pete Ellis Drive in the amount of \$142,972 to Shuck Construction.

**Operating Cash Balance**

May 31, 2023	May 31, 2022	Change
\$16,420,275	\$11,417,023	\$5,003,252 increase

**Self - Insurance Fund**

Medical monthly premium and claims expense for May were \$93,086.

**Self-Insurance Cash Balance**

May 31, 2023	May 31, 2022	Change
\$289,339	\$245,011	\$44,328 increase

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION**  
**SUMMARY OF REVENUES AND EXPENSES**  
**FOR THE PERIOD ENDED MAY 31, 2023**

	MONTH ENDING 5/31/2023	PERCENT OF ANNUAL BUDGET	YTD	ANNUAL BUDGET PLUS ENCUMBRANCES/ ADD'L APPROP.	PERCENT OF ANNUAL BUDGET USED
<b>Operating Expenses:</b>					
Salary and Fringe Benefits	\$ 489,798	7%	\$ 2,568,087	7,091,610	36%
Materials and Supplies	109,494	5%	510,343	2,065,211	25%
Services and Utilities	226,047	8%	849,190	2,848,019	30%
<b>Total Operating Expenses</b>	<b>825,339</b>	<b>7%</b>	<b>3,927,620</b>	<b>12,004,840</b>	<b>33%</b>
<b>Operating Revenues:</b>					
Local Tax Revenue	(3,601,211)	-60%	950,457	6,045,281	16%
Fare Revenue	245,061	12%	829,126	2,061,412	40%
Other Locally Derived Revenue	3,839,707	77%	4,041,859	4,985,474	81%
<b>Total Locally Derived Revenue</b>	<b>483,557</b>	<b>4%</b>	<b>5,821,442</b>	<b>13,092,167</b>	<b>44%</b>
Federal Operating Grants	203,514	8%	1,017,570	2,538,517	40%
State Operating Grants (PMTF)	560,312	21%	2,345,908	2,607,880	90%
<b>Total Operating Revenues</b>	<b>1,247,383</b>		<b>9,184,920</b>	<b>18,238,564</b>	
<b>Operating Gain/(Loss)</b>	<b>422,044</b>		<b>5,257,300</b>		
Federal Capital Grants	-	0%	43,253	20,983,041	0%
State Capital Grants	-	0%	-	-	0%
Transfer from Capital Reserve	-	0%	-	-	0%
<b>Revenue from Capital Grants/Reserve</b>	<b>-</b>	<b>0%</b>	<b>43,253</b>	<b>20,983,041</b>	<b>0%</b>
<b>Capital Expenditures:</b>	<b>157,319</b>	<b>1%</b>	<b>237,336</b>	<b>27,216,765</b>	<b>1%</b>
<b>Capital Gain/(Loss)</b>	<b>(157,319)</b>		<b>(194,083)</b>		
<b>Net Gain/(Loss)</b>	<b>264,725</b>		<b>5,063,217</b>		

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

	MONTH ENDING 5/31/2023	MONTH ENDING 5/31/2022	% CHANGE	YTD 5/31/2023	YTD 5/31/2022	% CHANGE
<b>Operating Expenses:</b>						
Salary and Fringe Benefits	\$ 489,798	\$369,050	33%	\$ 2,568,087	\$2,218,954	16%
Materials and Supplies	109,494	28,755	281%	510,343	379,952	34%
Services and Utilities	226,047	123,258	83%	849,190	521,842	63%
<b>Total Operating Expenses</b>	<b>825,339</b>	<b>521,063</b>	<b>58%</b>	<b>3,927,620</b>	<b>3,120,748</b>	<b>26%</b>
<b>Operating Revenues:</b>						
Local Tax Revenue	(3,601,211)	228,978	-1673%	950,457	924,623	3%
Fare Revenue	245,061	116,546	110%	829,126	511,055	62%
Other Locally Derived Revenue	3,839,707	79,583	4725%	4,041,859	292,029	1284%
<b>Total Locally Derived Revenue</b>	<b>483,557</b>	<b>425,107</b>	<b>14%</b>	<b>5,821,442</b>	<b>1,727,707</b>	<b>237%</b>
Federal Operating Grants	203,514	-	#DIV/0!	1,017,570	1,603,963	-37%
State Operating Grants (PMTF)	560,312	214,939	0%	2,345,908	1,074,695	118%
<b>Total Operating Revenues</b>	<b>1,247,383</b>	<b>640,046</b>	<b>95%</b>	<b>9,184,920</b>	<b>4,406,365</b>	<b>108%</b>
<b>Operating Gain/(Loss)</b>	<b>422,044</b>	<b>118,983</b>		<b>5,257,300</b>	<b>1,285,617</b>	
Federal Capital Grants	-	-	#DIV/0!	43,253	30,630	41%
State Capital Grants	-	-	#DIV/0!	-	-	#DIV/0!
Transfer from Capital Reserve	-	-	#DIV/0!	-	-	#DIV/0!
<b>Revenue from Capital Grants/Reserve</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>43,253</b>	<b>30,630</b>	<b>41%</b>
<b>Capital Expenditures:</b>	<b>157,319</b>	<b>3,799</b>	<b>4041%</b>	<b>237,336</b>	<b>100,058</b>	<b>137%</b>
<b>Capital Gain/(Loss)</b>	<b>(157,319)</b>	<b>(3,799)</b>		<b>(194,083)</b>	<b>(69,428)</b>	
<b>Net Gain/(Loss)</b>	<b>264,725</b>	<b>115,184</b>		<b>5,063,217</b>	<b>1,216,189</b>	



**Bloomington Public Transportation Corporation**

**Personnel Report**

**MAY 2023**

	<b>Monthly New Hires</b>	<b>Monthly Terminations</b>	<b>End of Month Vacancies</b>
<b>Administrative Staff</b>	1	0	2
<b>Fixed Route Drivers</b>	4	2	10
<b>BT Access Drivers</b>	1	0	1
<b>Maintenance</b>	0	0	1
<b>Mechanic</b>	0	0	2
<b>Service Person</b>	0	0	0
<b>Service Attendants</b>	1	1	1
<b>Total</b>	7	3	17

**REGULAR BOARD MEETING - BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION (BPTC) MAY 16, 2023 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 virtual electronic means.

Join Zoom Meeting at the following link:

<http://us02web.zoom.us/j/85912982721?pwd=SHZBbU9sSCtQeGI0bHIUT21C>

Meeting ID: 859 1298 2721

Passcode: 762448

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+1 346 248 7799 US (Houston)

Meeting ID: 859 1298 2721

Passcode: 762448

**ROLL CALL**

Board Members and Staff present: Chair James McLary, Secretary Nancy Obermeyer, Board Member Doug Horn, General Manager, John Connell, Controller Christa Browning, Operations Manager Mike Clark, Chief Safety and Training Officer Seth Wagner and Human Resource Administrator/Marketing Director Brenda Underwood.

Members of the Public: B-Square Beacon Dave Askins.

The following additional persons were also present via Zoom. Heidi Heppenstiel and Justin Vanleeuwen

## OLD BUSINESS

There was no old business.

## MINUTES

Board Member Doug Horn made a motion to approve the April 18, 2023 Board Minutes and Secretary Nancy Obermeyer seconded it. The Board approved unanimously.

## PUBLIC HEARING

Chair McLary opened a public hearing to receive public comment on proposed FY2023 proposed program of projects for which federal capital assistance would be sought under 49 U.S.C. Section 5307, 5310, and 5339.

General Manager John Connell stated traditionally we prepare and submit our annual list of projects to be included in the Program of Projects (POP) that is funded with Federal 5307 formula funds and competitive funding we've won funded by Section 5310 and 5339. He said for 2023, we have four (4) projects proposed for funding.

**He said the Preliminary Program of Projects are:**

Capital Projects	Federal	Local	Total
Four (4) Replacement Electric Buses, Charging Stations with infrastructure and installation.	\$3,933,777	\$983,444	\$4,917,221
Six (6) Paratransit/Micro-Transit Vehicles	\$500,000	\$125,000	\$625,000
CAD/AVL	\$600,000	\$150,000	\$750,000
Eight Expansion Electric Buses, Charging Stations with infrastructure and installation.	\$7,040,000	\$1,760,000	\$8,800,000
Total Capital Projects	\$12,073,777	\$3,018,444	\$15,092,221

There was no comment from the public. Secretary Obermeyer made a motion to close the public hearing. The motion was seconded by Board Member Horn. Chair McLary closed the public hearing accordingly.

## NEW BUSINESS ACTION ITEMS

Board Member Horn made a motion to approve Resolution 23-09, a resolution adopting CY2023 Program of Projects and authorizing the BPTC Chair James McLary to file and execute grant assurances and grant contracts. Secretary Obermeyer seconded it. The Board approved unanimously.

General Manager John Connell stated the IT, Innovation Planning and Development subcommittee (James McLary and Doug Horn) met again this week with staff to discuss the Micro-Transit transition from a pilot program to a formal Micro-Transit program.

He said a summary of recommendations for the Formal Micro-Transit Program (MT) are listed below:

- The maximum voucher subsidy will be set at \$14.00 per trip.
- Maximum of two vouchers per day.
- The MT program will operate as “BT Late Nite”
- The MT hours of service for the summer 9:00 p.m.-midnight.
- The MT hours of service will be subject to change based on fixed route scheduling changes and Future run cuts.
- MT service will be considered a “premium” service. The base fare will be \$2.00 and the certified E&D passenger fare will be \$1.00.
- The Eastside on demand pilot voucher program will end on June 30, 2023.

General Manager John Connell said one goal is to begin to offer same day service for BT Access starting July 3, 2023 for individuals that need spontaneous use of public transportation. He noted currently the passengers have to schedule a day in advance.

Secretary Obermeyer made a motion to approve the recommendations for the Micro-Transit Program. Board Member Horn seconded. The Board approved unanimously.

General Manager John Connell stated the fixed route ridership for April 2023 increased by 29% compared to April 2022.

He said year to date we are still tracking upward 32%. He said for April 2023 we provided 229,627 trips and year- to- date is 892,637 trips.

He said BT Access ridership for April 2023 increased by 25% compared to April 2022. He said year- to- date BT Access is up 29%. He said for April 2023 we provided 2,444 trip and year- to- date we have provided 9,490 trips.

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

Human Resource Administrator/Marketing Director Brenda Underwood stated we hired a Chief Safety and Training Officer, Seth Wagner. She said Kathy Schultz who will be filling the Marketing and Development Manager Position will be starting on June 5<sup>th</sup>. She said we have a Planning and Special Projects Manager coming on board July 3<sup>rd</sup>. She said based on our projections for the fall and the service we want to provide we have increased the amount of fixed route drivers to 12 we need to hire. She said we hired one person for BT Access and their first day was yesterday. She said one person retired and one went part-time. She said we lost a mechanic, and we are interviewing someone for the mechanic position and service attendant position on Thursday. She noted we are losing a service attendant at the end of the month.

Brenda noted we had 16 interviews in the month of April. Nine people are still working on their permits, 3 people are still in training and we have 10 upcoming interviews for Bus Operators.

Board Member Horn stated he attended the May 12, 2023 meeting of the Bloomington Monroe County Metropolitan Planning Organization Policy Committee.

He said Staff reported that the City of Bloomington will be conducting a College and Walnut corridor study this summer. He said the application for appointment to the Study Steering Committee closed on May 4, 2023. He said Charettes are scheduled on Tuesday, June 13<sup>th</sup> and Thursday, June 15<sup>th</sup> in the Common Council Chambers. He said quoting from the City’s Memorandum, “...in this critical corridor

there are challenges too: the sidewalks, ramps and crosswalks along the corridor do not all meet current accessibility standards; many bus stops lack shelters; and each year several hundred motor vehicle crashes occur along the length of the corridors. He noted this project may be important for Bloomington Public Transportation Corporation participation.

He said the final iteration of the BMCMPPO FY2023-2024 Unified Planning Work Program was approved.

He stated he cast Bloomington Public Transportation Corporation vote with the majority in favor of 2 Transportation Improvement Program (TIP) Amendments brought forward by INDOT specific to camera installations along I-69 from 3.0 miles north of SR 69 to Liberty Church Road, 2.5 miles south of SR 39 (I-69 Sections 1-5) and preliminary funding for electric vehicle charging infrastructure at various locations along the interstate system.

He said a draft of the 2024-2027 Transportation Improvement Program was presented. He said he voted with the majority to move the document forward for higher level review. He said the policy committee hopes to vote on a reviewed/edited version of the document in late June and adjusted their meeting calendar to accommodate the issue. BPTC TIP funding for the period was summarized at \$118,843,910 for eight submitted projects.

He said the next meeting of the Policy Committee will be on June 23 or June 30, 2023 at 1:30 p.m. in the City of Bloomington Common Council Chamber as determined by MPO staff.

#### **APPROVAL OF CLAIMS**

The claims for May 16, 2023 were presented for approval by Secretary Obermeyer and seconded by Board member Horn. The Board approved unanimously.

#### **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

#### **COMMENTS FROM BOARD MEMBERS**

There were no comments from the Board

**ADJOURNMENT**

Secretary Obermeyer made a motion to adjourn and Board member Horn seconded it. The Board approved unanimously.

**APPROVE:**

**ATTEST:**

\_\_\_\_\_ **06-20-23**

\_\_\_\_\_ **06-20-23**

**James J. McLary, Chair  
Board of Directors BPTC**

**Nancy Obermeyer, Secretary  
Board of Directors BPTC**