




As a courtesy to others, please silence all electronic devices during the meeting.

## 1. Call to Order & Pledge of Allegiance

## 2. Approval of Minutes

-  Minutes from the May 26, 2011 Board of Directors Meeting Pg 1

## 3. Recognition

- 20 Year Service Awards: Charles Plum, Technician A Vehicle Maintenance
- 25 Year Service Awards: Willie Nichols, Technician A Vehicle Maintenance




## 4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.


## 5. Chief Executive Officer's Report

## 6. Consent Agenda




### A. Release Requests for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Providing Occupational Health Services Pg 9
- ii.  Authorization to Release a Request for Proposal (RFP) to Design, Assist in Deployment and Evaluate the Altamonte Springs and Casselberry FlexBus Concept Pg 10
- iii.  Authorization to Release a Request for Proposal (RFP) for the Design and Construction of the Downtown Orlando East/West Bus Rapid Transit Circulator Pg 12



### B. Award Contracts

- i.  Authorization to Award a Sole Source Contract to Trapeze for the Purchase of Blockbuster Run Cutting Optimizer Software Pg 15

### C. Extension of Contracts




- i.  Authorization to Exercise the Third and Final Option Year of Contract #08-C04 with JEJ & Associates, Inc., for State Lobbying Services Pg 17
- ii.  Authorization to Exercise the Third and Final Option Year of Contract #08-C05 with Gray Robinson, P.A., for State Lobbying Services Pg 18
- iii.  Authorization to Exercise the Fourth Year Renewal Option of Contract #07-019 with Spencer Fabrications, Inc. for Bus Shelters Pg 19

### D. Miscellaneous



- i.  Authorization to Initiate the Public Participation Process for the December 4, 2011 Service Changes Pg 21
- ii.  Authorization to Support Collaborative Efforts with Local Partners for Potential Grant Applications under USDOT's TIGER Discretionary Grants, FTA's Transit Climate Change Adaptation Assessment Pilot and HUD's Sustainability Regional Planning Program Pg 23

iii.	 Authorization to Ratify Amendment #2 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88)	Pg 26
	-Attachments 	
iv.	 Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #TRIPS-10-SCLF-FCCS for the Procurement of Fourteen Circulator and Six Fixed Route Vehicles	Pg 31
v.	 Authorization to Ratify the Final Draft Submittal of the Fiscal Years 2012-2020 Transit Development Plan (TDP) Update to the Florida Department of Transportation	Pg 34
	-Attachments 	
vi.	 Authorization to Auction Surplus Equipment and Obsolete Bus Parts	Pg 81
vii.	 Authorization to Ratify the Release of a Request for Proposal (RFP) for Express Bus Service	Pg 95
viii.	 Authorization to Renew the Lease Agreement with the City of Orlando for Office Space at LYNX' South Street Facility	Pg 97
	-Attachments 	
ix.	 Authorization to Adopt Resolution No. 11-005 to Reappoint Albert J. Francis, II as Management Trustees to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan	Pg 101
	-Attachments 	
x.	 Confirmation of the Appointment of Edward L. Johnson as General Manager	Pg 104
xi.	 Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Fifty-four Non-Compensable Entities	Pg 105
xii.	 Authorization to Submit Grant Application to the Federal Transit Administration for Sustainability Program TIGGER III and Clean Fuels/Bus and Bus Facilities Funding	Pg 107
xiii.	 Authorization to Modify Contract #10-C26 with Entech Creative Industries Corporation	Pg 109
xiv.	 Authorization to Amend the Service Contract with Polk County to Include Two Additional Routes in the Haines City Area	Pg 111
	-Attachments 	
xv.	 Authorization to Implement Fixed Route Schedule Changes for August 14, 2011	Pg 116
xvi.	 Authorization to Ratify the Submittal of State of Good Repair and Livability Grant Applications to the Federal Transit Administration	Pg 119

## 7. Action Agenda

A.	 Authorization to Accept the Restated LYNX ATU 1596 Pension Plan	Pg 122
	-Attachments 	
B.	 Authorization to Award a Contract to MV Transportation, Inc., for Paratransit Core Services	Pg 222

## 8. Work Session

- A.  Review of LYNX Draft 20 Year Strategic Transit Concept Plan Pg 225
- B.  Presentation on Retirement and Group Healthcare Benefits Pg 226

## 9. Other Business

## 10. Monthly Reports

- A.  Monthly Financial Reports - June 30, 2011 Pg 227  
-Attachments 
- B.  Monthly Financial Reports - May 31, 2011 Pg 234  
-Attachments 
- C.  LYNX American Recovery and Reinvestment Act Project Status Report Through June 2011 Pg 241
- D.  Ridership Report for May and June 2011 Pg 244
- E.  Planning and Development Report Pg 252
- F.  Communications Report Pg 255
- G.  Government Relations Report Pg 262
- H.  Monthly Employee Travel - July 2011 Pg 269
- I.  Monthly Employee Travel - June 2011 Pg 271

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 6012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

**LYNX**  
**Central Florida Regional Transportation Authority**  
**Monthly Board Meeting Minutes**

**PLACE:** LYNX Central Station  
455 N. Garland Avenue  
Board Room, 2<sup>nd</sup> Floor  
Orlando, FL 32801

**DATE:** May 26, 2011

**TIME:** 3:12 p.m.

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**Members in Attendance:**

Seminole County Commissioner, Carlton Henley, Chair  
Osceola County Commissioner, Brandon Arrington, Vice Chair  
City of Orlando, Mayor Buddy Dyer, Secretary  
Orange County, Mayor Teresa Jacobs  
FDOT District 5 Secretary, Noranne Downs

**Members Absent:**

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**1. Call to Order and Pledge of Allegiance**

The Chairman, Commissioner Carlton Henley, called the meeting to order at 3:10 p.m. Chairman Henley asked Commissioner Brandon Arrington to lead the Pledge of Allegiance.

**2. Approval of Minutes**

**Motion** was made and seconded to approve the Minutes of the April 7, 2011 Board of Directors. The Motion passed unanimously.

**3. Recognition**

The Chairman recognized Lisa Darnall, Chief Operating Officer, to recognize LYNX Rodeo Winners.

**Paratransit Rodeo Winners:**

Sandy Kathy, Operator, AccessLYNX

1<sup>st</sup> Place: Van Competition - Written Test

Benjamin Gonzales, PickUp Line Services

1<sup>st</sup> Place: Cutaway Competition - Yard Stick Competition

1<sup>st</sup> Place: Bus Inspection

1<sup>st</sup> Place: Rookie of the Year

2<sup>nd</sup> Place: Overall

**State Roadeo Winners:**

Pablo Perez, Bus Operator

1<sup>st</sup> Place: Pre-Trip Inspection

4<sup>th</sup> Place: Overall

Maintenance Team: 7<sup>th</sup> Consecutive year as State Roadeo Winners

Bhupal Hariprashad

Danson Davidson

Harry Mootoo

1<sup>st</sup> Place: A/C Systems

1<sup>st</sup> Place: Overall

Grand Champion Award: 6<sup>th</sup> Consecutive year as State Champions

Pablo Perez, Bus Operator

Bhupal Hariprashad, Maintenance Team

Danson Davidson, Maintenance Team

Harry Mootoo

**International Roadeo Winners:**

Pablo Perez, Bus Operator, 1<sup>st</sup> Place Award

**4. Public Comments**

Mandy Pinto addressed the Board in support of MV Transportation as the paratransit provider and when a new contract provider is selected, that the quality of service is not compromised.

Cheryl Stone addressed the Board regarding concerns for the paratransit contract to be awarded to multiple carriers. She noted there were no users of the system that participated on the Source Evaluation Committee. Ms. Stone noted concerns with the proposer, Transportation America, from reporters obtained in Miami/Dade County regarding fraudulent billing.

Cheryl Stone read a statement on behalf of Chuck Graham. Mr. Graham's statement addressed the Board regarding concerns for the paratransit services being divided between two contractors.

The Chairman noted that the Audit Committee discussed the instance that occurred in Miami/Dade County with a sub-vendor of Transportation America. Transportation America identified the situation and handled it within the law.

Nick Mazorra, Transportation America, addressed the Board in response to the comments regarding the company's paratransit issues in Miami/Dade.

W.C. Phil, MV Transportation, addressed the Board regarding the company's proposals for the paratransit core and non-core services.

Charles Schleider, Business Agent, United Service Workers, representative of the drivers of MV Transportation providing AccessLYNX transportation services. Mr. Schleider addressed the Board in support of MV Transportation as the paratransit provider of both the core and non-core services.

Valorie House addressed the Board in support of installing more bus stop benches and shelters.

Margo Wright addressed the Board in support of a policy on loud cell phone users on buses.

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends.

## **5. Chief Executive Officer's Report**

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis noted that ridership continues to outpace all projections. Over the last several quarters, ridership is averaging a 10% increase over last year. If the pace continues, ridership will break the record set in 2008 by over 1 million riders. LYMMO ridership is the only variation. Orlando has lost access to a major venue on the route. We look forward to the expansion of the Bus Rapid Transit (BRT) in the near future to serve the new Arena, other communities and destinations and as a result the BRT ridership will track the fixed route ridership.

As a result of increased ridership, revenues from fares have increased. We have initial results from the LYNX I.D. Card program that began in mid-April. The number of Advantage Passes sold has dropped significantly. Compared to the same time period last year, 500 less Advantage Passes were sold and transferred to regular fare passes. Ridership has not decreased as a result of the new I.D. program and LYNX is receiving the full fare of a 30-day Pass. The program was a positive policy change.

Staff has been working to determine the impact of Medicaid Reform passed by the Florida Legislature particularly in the area of Transportation Disadvantaged and Paratransit programs. Over the coming months, LYNX will need to reevaluate how we provide the services and we will keep the Board abreast of the potential impact to operations.

## **6. Consent Agenda**

The Chairman announced that staff is requesting that Item 6.C.iii be pulled from the Consent Agenda.

### **A. Release Requests for Proposal (RFP)**

- i.** Authorization to Release a Request for Proposal (RFP) for the Parramore Bus Rapid Transit Project
- ii.** Authorization to Issue an Invitation for Bid (IFB) for LYNX Style Bus Shelters

### **B. Award Contracts**

- i.** Authorization to Execute the Third and Final One-Year Option on Contract #BDL-96 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program
- ii.** Authorization to Execute a Contract with State Farm Mutual Automobile Insurance Company for Advertising Under the Road Rangers Program

iii. Authorization to Award a Contract to DesignLab, Inc. to Provide Operator Uniforms

**C. Extension of Contracts**

- i. Authorization to Exercise the Second Option Year of Contract #08-C14 with Akerman Senterfitt for Legal Services
- ii. Authorization to Exercise Second Option Year of Contract #07-022 with Pride Enterprises for the Printing of Public Schedule Books, Schedule Maps and Single Schedules

**D. Miscellaneous**

- i. Authorization to Submit Grant Applications for Urbanized Area, Capital Investment and Surface Transportation Program Apportionments and Earmarks to the Federal Transit Administration, the Transit Security Grant Program (TSGP) to the Department of Homeland Security and the Transportation Community & System Preservation Program (TCSP) to the Federal Highway Administration
- ii. Authorization to Submit the Draft Fiscal Years 2012-2020 Transit Development Plan (TDP) Update
- iii. Confirmation of the Appointment of Kathy Shaw Clary as Chief External Affairs and Communications Officer
- iv. Authorization to Modify Contract #10-C24 with Security 101 for the CCTV System Wide Upgrade
- v. Authorization to Modify the Employment Contract between LYNX and John M. Lewis, LYNX Chief Executive Officer

**Motion** was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.V excluding 6.C.iii. The motion passed unanimously.

**7. Action Agenda**

The Chairman noted that a Blue Sheet Action Item will be added to the Agenda and taken up as Agenda Item 7.D.

**D. Adoption of Resolution #11-004 Authorizing the Execution of the Transportation Disadvantaged Operating Grant Application; filing of the Application with the Florida Commission for the Transportation Disadvantaged; Execution of Contract for the Period from July 2011 to June 2012**

The Chairman noted that Action Item 7.D. is replacing Consent Agenda Item 6.C.iii which was pulled from the Consent Agenda. Staff has made a correction to the Fiscal Impact showing that the FY2012's 90% Transportation Disadvantaged allocation is \$2,706,301, which is a decrease of \$207,014 over FY2011 and will be included in the proposed FY2012 operating budget.

**Motion** was made and seconded to adopt Resolution #11-004 authorizing staff to execute the Transportation Disadvantaged Operating Grant Application; file the Application with the Florida Commission for the Transportation Disadvantaged; Execute a Contract for the period from July 2011 to June 2012. The Motion passed unanimously.

**A. Authorization to Award a Contract to Diamond Investigations and Security, Inc. for Security Guard Services**

The Chairman recognized Bert Francis, Chief Financial Officer, to make the presentation.

At the January 27, 2011 Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for Security Guard services rather than exercise the first option year under the current Contract. An Invitation for Bid was issued since the scope of work was clear and defined the level of service to be provided.

The BID was issued on Monday, March 7, 2011 with sealed bids due at 2:00 P.M. on Tuesday, April 12, 2011. Fifteen (15) bids were received, publicly opened and recorded on the bid tabulation sheet.

Based upon the new bid, LYNX anticipates saving \$41,000 for the last quarter of FY2011.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to Diamond Investigations and Security, Inc. for Security Guard Services in the amount not to exceed \$1,165,233. The initial term of the Contract is July 1, 2011 through September 30, 2013, with two (2) one (1) year options.

**Motion** was made and seconded to authorize the contract award to Diamond Investigations and Security, Inc. for Security Guard Services.

**B. Authorization to Accept the Ranking of the Source Evaluation Committee (SEC) and Negotiate a Formal Contract with MV Transportation, Inc., for Paratransit Core Services**

The Chairman recognized Lisa Darnall, Chief Operating Officer, to make the presentation.

LYNX released a Request for Proposals for Paratransit Core Services and Non-Core Services. Ms. Darnall provided an update on the recommendations for both services.

➤ **Paratransit Core Services**

- Monday to Saturday, 4:00 a.m. to 6:00 p.m.
- Provider handles all reservations 7 days per week
- LYNX provided vehicles, facility and fuel
  - Vehicles – LYNX provides over term of contract. When the contract begins October 1, 2011 the vendor will have 62 LYNX purchased vehicles. Over the next 3 years, 100% of the vehicles will be purchased by LYNX.
  - Facility – Provider will operate from LYNX facility located at South Street.
  - Fuel – LYNX provides
  - Savings Estimate – \$1.5 million per year for the total of Core and Non-Core Services
- Reimbursement on a fixed plus variable revenue hour basis



➤ **Paratransit Non-Core Services**

- Monday to Saturday, 6:00 p.m. to 4:00 a.m.
- Sunday, all day
- Reimbursement on a per one-way customer trip

Ms. Darnall stated that currently 2,000 trips per day are provided in the Core Service hours and 100 trips per day are provided in the Non-Core Service hours.

Ms. Darnall noted that a Source Evaluation Committee (SEC) was formed to review the submitted RFP responses and included:

Eric Hill, Director, Systems Management Operations, MetroPlan Orlando

Paul Simmons, Transit Director, Polk County Transit

Tiffany Homler, Multimodal Planner, Osceola County

Blanche Sherman, Director of Finance, LYNX

Lisa Darnall, Chief Operating Officer, LYNX

Bill Hearndon, Manager of Paratransit, LYNX, provided technical assistance

Rich Bannon, Manager of Procurement, LYNX, provided oversight

The SEC scored based on criteria used for both Core Service and Non-Core Service proposers. The SEC recommended MV Transportation based on the Ordinal Ranking:

Ordinal Ranking 1: MV Transportation, Inc.

Ordinal Ranking 2: First Transit

Ordinal Ranking 3: Transportation America

After reviewing the annual bid totals of each proposer, staff is of the opinion there is opportunities for price negotiation with the proposers.

Staff is requesting the Board accept the ranking of the SEC and authorization for the Chief Executive Officer (CEO) or his designee to negotiate and execute a 5 year contract for Paratransit Core Service with MV Transportation (MV) based on the ordinal ranking. If the CEO cannot negotiate a contract with MV then attempt negotiations with the next proposer.

The Chairman reported that the Audit Committee had extensive discussion regarding the proposals. He noted that the Committee's recommendation differs from the staff's request. The Chairman stated the Audit Committee, without objection, recommended the Board of Directors' authorize the Chief Executive Officer (CEO) or designee to negotiate with MV Transportation (MV), the firm ranked number one, towards a proposed final contract, which final contract must be brought back to the Board for approval. If staff cannot negotiate a contract with MV or the Board does not approve the proposed contract with MV, then the Board would select which of the proposers recommended by the SEC (without any preference as to ranking) with whom the staff will next attempt to negotiate a contract for the Paratransit Core Services.

Discussion ensued regarding the criteria and weighted percentages used to grade the proposals and clarification of the Audit Committee's recommendation regarding staff's direction to negotiate first with the firm ranked number one with the contract being brought back to the Board for approval.

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) or designee to negotiate with MV Transportation (MV), the firm ranked number one, towards a proposed final contract, which final contract must be brought back to the Board for approval. If staff cannot negotiate a contract with MV or the Board does not approve the proposed contract with MV, then the Board would select which of the proposers recommended by the SEC (without any preference as to ranking) with whom the staff will next attempt to negotiate a contract for the Paratransit Core Services. The Motion passed unanimously.

### **C. Authorization to Award a Contract to Transportation America for Paratransit Non-Core Services**

The Chairman recognized Lisa Darnall, Chief Operating Officer, to make the presentation.

LYNX released a Request for Proposals for Paratransit Non-Core Services. Ms. Darnall provided an update on the recommendations for the service.

- **Paratransit Non-Core Services**
  - Monday to Saturday, 6:00 p.m. to 4:00 a.m.
  - Sunday, all day
  - Reimbursement on a per one-way customer trip
- **RFP Responses**
  - American Logistics Company
  - Kinsman Transportation
  - MV Transportation, Inc.
  - Transportation America

Ms. Darnall noted that the Source Evaluation Committee (SEC) members reviewing the Paratransit Non-Core Service proposals were the same members that reviewed the Paratransit Core Service proposals. The SEC met 2 times to discuss the proposals. Based on the information provided at the initial meeting of the SEC, 2 of the proposers were asked to move forward in the selection process. At the second meeting, the remaining 2 proposers, MV Transportation and Transportation America, the SEC asked additional questions to clarify points made during the discussion.

The SEC recommended Transportation America based on the Ordinal Ranking:

Ordinal Ranking 1: Transportation America

Ordinal Ranking 2: MV Transportation

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a 5 year contract with Transportation America for Paratransit Non-Core Services. Staff's desire is for the contract(s) to be effective at the same time.

Discussion ensued regarding the contract provisions for termination.

Discussion ensued regarding authorizing staff to follow the same procedures as with the Core Service wherein the Chief Executive Officer (CEO) or designee would be authorized to negotiate with Transportation America, the firm ranked number one, towards a proposed final contract for Paratransit Non-Core Service, which final contract must be brought back to the Board for approval simultaneously with the contract for Paratransit Core Service.

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) or designee to execute a 5 year contract with Transportation America for Paratransit Non-Core Services. The Motion passed unanimously.

## **8. Information Items**

Information Items are for review purposes only. No action is required.

## **9. Other Business**

The Chairman asked if there was other business to bring before the members. Hearing none, the Chairman moved the Agenda.

## **10. Monthly Reports**

Monthly Reports are for review purposes only. No action is required

**Meeting adjourned at 4:13 p.m.**

Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Donna Tefertiller  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release a Request for Proposal (RFP) for Providing  
Occupational Health Services

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for providing Occupational Health Services. The contract term will be for an initial three (3) year period with two (2) one year options.

**BACKGROUND:**

The current contract #09-C04 with Solantic of Orlando, LLC expires on September 30, 2011. These services include random drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries. This contract for these services enables us to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

There is no DBE participation requirement with this service.

**FISCAL IMPACT:**

LYNX staff has included funds in the FY2012 Preliminary Operating Budget to support these services.

Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release a Request for Proposal (RFP) to Design, Assist in  
Deployment and Evaluate the Altamonte Springs and Casselberry FlexBus  
Concept

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the design, assistance in deployment, and study and evaluation of a demonstration of the FlexBus concept. The demonstration will prove the operational viability of the FlexBus concept to provide automated scheduling and dispatching of on-demand transit service in direct response to customer requests. It will also include an evaluation of the effectiveness and cost-efficiencies of the concept and will demonstrate the ability to replicate the design to other markets.

The contract term will be for an initial three (3) year period with two (2) one year options.

**BACKGROUND:**

LYNX, the City of Altamonte Springs, and the Florida Department of Transportation (FDOT) worked in partnership to complete the final design documents for the FlexBus Intelligent Transportation Systems (ITS) enhanced circulator system. FDOT provided the lead project management for the design effort with representation provided by LYNX and the City. Final design documents were completed in April 2007. The City of Altamonte Springs notified LYNX in writing in March 2008 that they could not proceed with the project at that time, were suspending the project, but would re-initiate it in the near future.

The FlexBus project is designed to provide demand-response public transportation within a limited geographic area, specifically designed for the Altamonte Springs area. Customers would reserve and pre-pay the fare using a website or interactive telephone system for a trip with a vehicle then dispatched to provide that trip. Reservations could be for service to occur anywhere from immediately up to seven (7) days in advance. Service would be provided within the

geographic area or connected to fixed route or rail service for longer distance trips. The automated reservations will allow for the nearest real-time response to the customer request for the trip.

The consultant will utilize the final design documents completed in 2007 to develop and deploy a demonstration of the FlexBus concept. The design documents will be updated to incorporate the City of Casselberry into the service area and to reflect changes that have occurred in the five (5) years since their completion. This demonstration will develop the automated computer and telephone interfaces and the dynamic reservation and scheduling software. This system will then be deployed in revenue service as a proof of concept, estimated to occur in December 2012. Successful deployment of the technology could lead to upgrades of the existing PickUpLine services to allow for near real-time automated scheduling.

### **FISCAL IMPACT:**

LYNX staff included estimated federal grant funds in the amount of \$5,000,000 in the FY2011 Capital Budget for the FlexBus demonstration project. The total unobligated funding in the amount of \$3,363,711 will be used to support the consultant services for the design, deployment and evaluation of the FlexBus concept and to purchase ITS components including software, hardware, and infrastructure improvements.

**Consent Agenda Item #6.A. iii**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release a Request for Proposal (RFP) for the Design and Construction of the Downtown Orlando East/West Bus Rapid Transit Circulator

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the design and construction of the Downtown Orlando East West Circulator. The contract term will be for three (3) years.

**BACKGROUND:**

In 2008, a Federal earmark was created in the U.S. Congress for \$7.92 million in 5309 New Starts funds to develop an east/west premium transit circulator service through downtown Orlando, with the specific project to be determined based on further study. In 2010, the City of Orlando and LYNX partnered to complete the LYMMO Expansion Alternatives Analysis (AA) study to evaluate the expansion of the existing 2.5 mile LYMMO BRT system that opened in 1997. The purpose of the LYMMO Expansion AA was to evaluate four corridors – 1) East/West, 2) Courthouse/Amway Center (now referred to as the Parramore BRT), 3) North and 4) South.

In order to access the existing earmark for the east/west circulator it is the intent of the City of Orlando and LYNX to submit the completed East/West LYMMO Corridor segment of the AA report and utilize the New Starts earmark funds for the recommended corridor. Due to the constrained time frame to secure the earmark and the limited magnitude of the project, LYNX and Orlando propose this be done as an "Exempt Project" (less than \$ 25.0 million, unrated) for design and construction of a 3.73 mile Downtown Orlando East/West Circulator BRT Project (the Project). The total construction cost of the Project as reported below is \$ 9.92 million. The Project provides key east/west movement through the downtown core, linking neighborhoods as well as activity centers and providing complimentary service to the existing 2.5 mile LYMMO BRT system and the planned 2.2 mile planned Parramore BRT project.

The East/West LYMMO Corridor segment of the AA envisions a 3.73 mile route operating primarily in mixed traffic on local City of Orlando streets with 0.5 miles in proposed dedicated exclusive bus lanes. During peak hours, the project will operate within 1.9 miles of BRT striped exclusive lanes (50% of the project length). The 50% exclusive lanes is a Small Starts guideline and while the project is considered exempt from FTA rating, following the Small Starts guidelines is strongly advised. The proposed corridor would operate consistent with the existing LYMMO and Parramore BRT corridors with 16 hours of service on weekdays (6AM to 10PM), 14 hours on Saturday (8AM to 10PM), and 12 hours on Sundays and holidays (10AM to 10PM). A total of 16 stations are proposed, including two off-street stations – one on City property at the southwest corner of South/Division (currently vacant), and the other under I-4 (preferably at Bob Snow Lane) where there is an existing pedestrian plaza developed on land the City leases from FDOT. The off-street location under I-4 would provide connectivity to the Parramore BRT Project via a southern extension to Pine Street or Bob Snow Lane. Other project features would include Transit Signal Priority at 22 intersections along the corridor, real time passenger information at stations, and four 35' hybrid diesel passenger vehicles.

### **Key Project Features:**

- Service to an estimated 4,759 riders per day
- Exclusive lanes during peak hour for a minimum of 50% of the length of the project (1.9 miles).
- Service to and from LYNX Central Station via LYMMO and Parramore BRT
- System branding and station area design (similar or identical to existing LYMMO)
- 10 minute peak/15 minute off-peak headways
- Advanced traffic controls for Transit Signal Priority (TSP) and conditional priority transit movements through 22 signalized intersections
- Onboard next stop announcement
- Next bus arrival station monitors
- 3.73 mile BRT route – 0.5 miles of exclusive lanes
- 4 Hybrid Diesel LYMMO branded buses
- 16 Stations

### **Project Schedule:**

1. Grant Award – September 2011
2. Release RFP for Design/Build – November 2011
3. Proposal Evaluation – December/January 2011/2012
4. Design/Build Contract Awarded – February 2012
5. Ground Breaking Ceremony – February 2013
6. Construction Contract Completed – November 2013
7. Revenue Operating Date – December 2013
8. Project and Grant Closeout – July 2014



**PROPOSED NEW EXPANSION:**

The expansion of LYMMO service will consist of 3.73 miles of BRT within the downtown core. The alignment runs generally from west to east along Central Blvd beginning at Westmoreland to Summerlin, then returning via Church and South Streets connecting the Parramore and Thornton Park neighborhoods to the Downtown Core. This expansion involves the addition of 4 new 35' hybrid diesel buses to the fleet, an estimated 15,000 revenue hours and 84,000 revenue miles annually and benefits 4700 existing riders, reducing the travel time between the two neighborhoods by approximately 41 minutes. The existing local fixed route service in the area will be adjusted to take advantage of the efficiencies gained by providing additional premium service to the area. The City of Orlando has agreed to fund the local \$2M match needed to fund the construction of the project as well as funding the approximately \$1M needed for operations and maintenance of the project. The project is timed to coincide with the opening of SunRail as well as to serve the downtown entertainment venues, restaurants and services provided in the adjacent neighborhoods.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business Enterprise (DBE) firms. LYNX has an overall goal of 14%. However, a DBE goal will be determined with the development of the scope of work.

**FISCAL IMPACT:**

LYNX staff will amend the FY2011 Capital Budget to include the Downtown Orlando East West Bus Rapid Transit Circulator Project and the related New Starts Grant Funds and additional sources of project funds:

New Starts Grant Amount	\$ 7,920,000	
Local Funds (if any)	* <u>2,000,000</u>	(*City of Orlando)
Total Project Cost:	<u>\$ 9,920,000</u>	

**Consent Agenda Item #6.B. i**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Award Contracts  
Authorization to Award a Sole Source Contract to Trapeze for the Purchase of Blockbuster Run Cutting Optimizer Software

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to Trapeze Blockbuster Run Cutting Optimizer Software. The contract amount shall not exceed \$202,606. This amount covers the purchase of the Blockbuster software package and five years of software support and maintenance. The purchase cost of the software and first year of support/maintenance is \$144,687.

**BACKGROUND:**

LYNX utilizes Trapeze FX run cutting software for Fixed Route service planning. The FX software has been an effective and efficient tool for the creation of Fixed Route services by LYNX' Service Planning Division. Recently Trapeze has introduced a new program of Blockbuster to increase the optimization of the run cuts created within FX. The Blockbuster program allows for the analysis of the run cut for greater efficiencies with labor cost by reducing overtime, and other service elements. The Blockbuster program would also allow for efficient analysis of alternate run cut scenarios resulting in the minimization of scheduled overtime and other elements impacting the LYNX' operating budget. This software product has been successfully implemented in over 70 transit systems throughout North America, including the following Florida transit systems: Tampa (HART), Miami-Dade (MDTA), Sarasota, Polk County, Manatee County and Tallahassee (StarTran).

Trapeze staff ran a 'parallel' run cut with Blockbuster in comparison to the existing Trapeze software that LYNX' Service Planning staff utilizes in order to demonstrate the improvements resulting in lower operating costs that Blockbuster can effectuate for LYNX. This parallel run cut resulted in an annual operating cost savings of approximately \$207,000. LYNX did not implement the 'parallel' run cut because we did not have the requisite software. Trapeze then

conducted a five-year return on investment analysis, which factored in these anticipated annual savings against the expected costs. Following is this analysis:

\$	2011	2012	2013	2014	2015	Grand Total
Savings	0	207,000	0	0	0	\$ 207,000
Costs	(144,687)	(13,438)	(14,110)	(14,815)	(15,556)	\$ (202,606)
Savings/Year	(144,687)	193,562	(14,110)	(14,815)	(15,556)	\$ 4,394

Thus, over a five-year period, the savings of \$207,000 would cover the initial cost and five years of upgrades/maintenance.

The contract will include professional services for installation and configuration, extended training to allow for staff knowledge and software licenses.

LYNX staff has evaluated other products on the market and have determined a new system from a new vendor would be required and would be twice the cost or more compared with acquiring the Trapeze Blockbuster system.

**FISCAL IMPACT:**

The estimated cost of the Trapeze Blockbuster Run Cutting Optimizer is \$144,687. Recurring software maintenance costs begin at \$13,438 in Year 2 and increase to \$15,556 in Year 5. LYNX' staff has included \$200,000 in the FY2011 Capital Budget to support this project.

Consent Agenda Item #6.C. i

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVT AFFAIRS OFFICER  
James McLawhorn  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Extension of Contracts  
Authorization to Exercise the Third and Final Option Year of Contract #08-C04 with JEJ & Associates, Inc., for State Lobbying Services

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the third and final one-year renewal option of Contract #08-C04 with JEJ & Associates, Inc., for State Lobbying Services.

**BACKGROUND:**

The Board approved the award of this Contract on December 6, 2007. The initial contract term was for a period of February 1, 2008 through August 31, 2009. Staff believes it is desirable to continue to contract for state lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation, specifically Medicaid Reform, affecting Central Florida and LYNX directly and indirectly. These services also include any appropriate legislative or pre-legislative session committee meetings, hearings, and conferences and the preparation of requests for funding for various transportation projects to the Florida Department of Transportation, the Florida Legislature and other appropriate governmental agencies.

**FISCAL IMPACT:**

If approved, staff will extend the term of the contract for twelve months with a "Not to Exceed" amount of \$47,500 which is included the FY2012 Preliminary Operating Budget.

Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVT AFFAIRS OFFICER  
James McLawhorn  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Extension of Contracts  
Authorization to Exercise the Third and Final Option Year of Contract #08-C05 with Gray Robinson, P.A., for State Lobbying Services

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the third and final option year of Contract #08-C05 with Gray Robinson, P.A., for state lobbying services.

**BACKGROUND:**

The Board of Directors approved the award of this contract on December 6, 2007. The initial contract term was for a period of February 1, 2008 through August 1, 2010. Staff believes it is desirable to continue to contract for state lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation, specifically Medicaid Reform affecting Central Florida and legislative session committee meetings, hearings, and conferences and the preparation of requests for funding for various transportation projects to the Florida Department of Transportation, the Florida legislature and other appropriate governmental agencies.

**FISCAL IMPACT:**

If approved, staff will extend the term of the contract for twelve months with a "Not to Exceed" amount of \$47,500 which is included the FY2012 Preliminary Operating Budget.

Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Extension of Contracts  
Authorization to Exercise the Fourth Year Renewal Option of Contract #07-019 with Spencer Fabrications, Inc. for Bus Shelters

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the fourth and final one-year renewal option of Contract #07-019 with Spencer Fabrications, Inc., for the manufacturing of LYNX shelters.

**BACKGROUND:**

Contract #07-019 with Spencer Fabrications dated October 1, 2007 is an indefinite delivery and quantity contract, with four optional one year term(s) each, subject to price/cost analyses for any future price escalation for any items included in the RFP. The Board granted the first renewal optional in August 21, 2008.

Spencer currently manufactures the 15' X 15', 10' X 10', 6' X 9' and 6' x 13' shelters for LYNX. In addition, Spencer also provides LYNX the solar panels for the shelters and has performed refurbishment of shelters on an as needed basis. Throughout the current shelter manufacturing contract, Spencer Fabrications has continued to submit value engineering changes for all of the shelters. They provided a redesign for the 6' X 9' shelter to LYNX at minimal cost that includes a small bench and a different style roof line. Spencer understands the critical activity milestones and duration of the manufacturing process and continues to meet LYNX' work order schedules. They have performed satisfactorily in accordance with the terms of the contract.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' procurement policies for service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has established a DBE goal of 10% participation.

Spencer Fabrications, Inc. has provided good faith effort documentation since they indicated no DBE participation. LYNX will work with the vendor to identify opportunities for subcontracting with available DBE firms to ensure compliance with the established goal. Staff will utilize this contract primarily to continue with the refurbishment of existing shelters, as a bridge between award of a rebid of the LYNX-style shelters and for construction of specialty shelters (i.e. Sea World).

**FISCAL IMPACT:**

The fourth one year option renewal of Contract #07-019 with Spencer Fabrications will utilize grant funding to be approved and programmed as part of the FY2012 Capital Budget. The estimated costs final option year are approximately \$300,000, subject to the Board's adoption of the final FY2012 Capital Budget. The cost for construction rehabilitation of each shelter is variable depending upon the size of shelter constructed.

Consent Agenda Item #6.D. i

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Initiate the Public Participation Process for the December 4, 2011 Service Changes

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process for consideration of proposed service efficiency changes for December 4, 2011.

**BACKGROUND:**

In an effort to streamline the fixed route bus service for efficiency, route restructuring proposals are being developed which may impact some Links. Staff is seeking public input as to how proposed changes will affect the community. LYNX' Public Participation Program requires that these proposals be presented to the public in the form of workshops and/or public hearings. Staff will compile comments from the workshops and incorporate them into final restructuring proposals. At this time staff does not anticipate any service reductions that would mandate public hearings, but prefers to seek public participation to further provide input on the proposed changes.

LYNX' Public Participation Program mandates public hearings to take place should a route or routes be reduced by 25% or more of the total route's hours, as recommended by the Federal Transportation Administration (FTA). If warranted, staff will then take the final proposals to the public in the form of public hearings if some Links could be affected by 25% or more of the total route's hours.

To date, staff has identified the following proposed service efficiencies under review for the December 4, 2011 service changes:



**PROPOSED NEW EXPANSION:**

Of the proposed service changes, the following represent new or expanded service:

PickUpLine service in Apopka

PickUpLine service in St. Cloud

Link 46E - Extend to Seminole County Health Center on SR 415

Proposed service adjustments:

Link 10 - Modifications to augment the implementation of the St. Cloud PickUp Line

Link 405 - Eliminate, to be replaced by the Apopka PickUp Line

Link 111 - Possible service reductions based on Disney funding availability

Various schedule adjustments based upon upcoming input from the public, Operators and other internal staff and committees.

**FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2012 Operating Budget. If any additional service proposals result from the public input process at the November Board meeting, LYNX staff will seek to amend the FY2012 Operating Budget, accordingly.

Consent Agenda Item #6.D. ii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
**Authorization to Support Collaborative Efforts with Local Partners for Potential Grant Applications under USDOT's TIGER Discretionary Grants, FTA's Transit Climate Change Adaptation Assessment Pilot and HUD's Sustainability Regional Planning Program**

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to partner or provide support and collaborate with local partners for potential projects under USDOT's Transportation Investments to Generate Economic Recovery (TIGER) Discretionary Grant, the HUD's Sustainable Communities Regional Planning, and the FTA's Transit Climate Change Adaptation Assessment Pilots.

**BACKGROUND:**

The U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) and the U.S. Department of Housing and Urban Development (HUD) have released several "Notices of Funding Availability (NOFA)," during the last week of June 2011 outlining new discretionary grant opportunities. The focus of these grant opportunities is to support livability, greenhouse gas reduction, energy efficiency, sustainability, and economic recovery.

LYNX staff will coordinate and reach out to our regional funding partners and other agencies to discuss potential partnerships for regionally significant and supported projects for these programs. Through preliminary discussions from the Long Range Transit Concept Plan recommendations, LYNX has identified potential projects that are in accordance with the criteria of the funding opportunities. We will continue to work with our funding partners on potential partnerships or collaborative efforts.

Summaries of the funding opportunities and projects being considered by LYNX in support of other agency partners are highlighted below:

**Transit Climate Change Adaptation Assessment Pilots: (due Aug. 25, 2011)**

The pilots will fund transit agencies or partnerships with transit agencies to assess the vulnerability and adaptation strategies of transit agency assets and services to climate change hazards such as extreme weather emergencies. Partnerships with academic institutions and local agencies have been some of the most successful efforts.

Cost sharing will be an evaluation criteria and will depend on the type of project.

LYNX will provide support and collaborate with local partners for any possible project for regional planning and consideration. LYNX will not be a lead applicant for this effort.

**TIGER Discretionary Grants (Transportation Investment Generating Economic Recovery): ( Pre-applications due October 3, 2011. Accepted applications due October 31, 2011)**

On June 30, 2011, the USDOT announced that \$527 million will be available for a third round of the highly successful TIGER (Transportation Investment Generating Economic Recovery) competitive grant program, which funds innovative transportation projects that will create jobs and have a significant impact on a region or a metropolitan area. Projects will be selected based on their ability to contribute to the long-term economic competitiveness of the nation, improve the condition of existing transportation facilities and systems, improve energy efficiency and reduce greenhouse gas emissions, improve the safety of U.S. transportation facilities and improve the quality of living and working environments of communities through increased transportation choices and connections. USDOT will also focus on projects that are expected to quickly create and preserve jobs and spur rapid increases in economic activity.

TIGER Discretionary Grants may be not less than \$10 million (except in rural areas, \$1.0M) with a minimum of 20% local match. USDOT may increase the Federal share above 80 percent only for projects located in rural areas, in which case DOT may fund up to 100 percent of the costs of a project.

The Primary Selection Criteria include: (1) Long-Term Outcomes and, (2) Job Creation & Near-Term Economic Activity.

The Secondary Selection Criteria include (1) Innovation and (2) Partnership.

LYNX has identified the Lake Nona / Medical City transit infrastructure as a transit supportive and regionally significant project which will align with our long range plan for the corridor. LYNX will be working with our funding partners and the Medical City group to collaborate on a joint project.

On the next Board meeting, staff will provide an update to the LYNX Board.

## **HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT PROGRAM**

On June 21, 2011, HUD released an advance notice of funding availability, \$67 M, towards creating stronger, more sustainable communities that connect housing to jobs while fostering local innovation and building a clean energy economy through its Sustainable Communities Regional Planning Grant program.

Regional Planning Grant program supports regional planning efforts that integrate housing, land-use, economic and workforce development, transportation, and infrastructure developments. The program will place a priority on partnerships, including the collaboration of arts and culture, philanthropy, and innovative ideas to the regional planning process.

HUD will establish two funding categories for the Sustainable Communities Regional Planning Grant program.

- **Category 1 Funds:** Can be used to support the preparation of Regional Plans for sustainable development.
- **Category 2 Funds:** Can be used to support efforts to modify existing regional plans so that they are in accordance with the Partnership for Sustainable Communities' six Livability Principles. Category 2 Funds also may be used to prepare more detailed execution plans for an adopted regional plan for sustainable development and limit predevelopment planning activities for catalytic projects

The Notice of Funding Availability will be published very soon and LYNX staff will be in contact with the appropriate local partner agencies for potential projects that will benefit transit and the community.

### **FISCAL IMPACT:**

LYNX will partner and collaborate with local partner agencies that may decide to take a lead in applying for any of the funding programs.

Upon notification of project award, the USDOT /HUD/FTA may request LYNX to be the direct grantee. Staff will notify the LYNX Board and seek appropriate authorization prior to making any grant commitments.

Consent Agenda Item #6.D. iii

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
William Hearndon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Ratify Amendment #2 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88)

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer's (CEO) execution of Amendment #2 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88).

**BACKGROUND:**

In December 2008, LYNX entered into a Subcontracted Transportation Provider (STP) Agreement with the Florida Commission for the Transportation Disadvantaged (CTD) to provide Medicaid Non-Emergency Transportation (NET) services through June 30, 2011.

Amendment #1 retained the same contract value and the same annual funding amounts as indicated in the Agreement, but provided details of the monthly disbursement schedule of funds for the State fiscal years 2010 and 2011. The Amendment affected no other portion of the current Agreement.

Amendment #2 adds \$5,539,773 to the existing Agreement and extends it through June 30, 2012.

While the Florida Legislature reduced Medicaid funding by 7% across the board, the Florida Commission for the Transportation Disadvantaged added to the Medicaid funding from their reserves to reduce the impact to the Medicaid NET providers. As a result of the reserve funding being added to the allocation, LYNX will only receive a 4.8% decrease in funding as follows:

<b>FY11/12</b>	<b>Payment</b>
July	\$ 480,900
August	480,900
September	457,797
October	457,797
November	457,797
December	457,797
January	457,797
February	457,797
March	457,797
April	457,797
May	457,797
June	457,800
<b>Total</b>	<b>\$ 5,539,773</b>

The CEO, John Lewis, executed Amendment #2 with LYNX' Chairman, Carlton Henley's, concurrence as authorized by Procurement Rule 4.4.13, "Financially Exigent Agreement," due to the timing of receiving the Amendment on June 15, 2011, the current Agreement expiring on June 30, 2011, and the next available Board of Directors' meeting taking place on July 28, 2011. Had the Amendment not been executed prior to the termination of the existing Agreement, a new Agreement would have been required and LYNX would have forfeited \$480,900 in Medicaid NET funding for the month of July 2011.

**FISCAL IMPACT:**

The new annual allocation in the amount of \$5,539,773 will be included in the final FY2012 Operating Budget based on the applicable monthly allocations.

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM  
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT  
AMENDMENT NO.: 2

AGREEMENT #: BDM88  
FINANCIAL PROJECT ID#: 41604318201  
F.E.I.D. # 591-396-396-001

THIS amendment, entered into on June 30, 2011 by and between the State of Florida, Commission for the Transportation Disadvantaged, hereinafter called "Commission" and LYNX, 455 N Garland Avenue, Orlando, Florida 32801, hereinafter called "Subcontracted Transportation Provider" for Orange, Osceola and Seminole County(ies).

WHEREAS, this amendment is necessitated by the amendment of the contract between the Commission and the Agency for Health Care Administration for Medicaid Non-Emergency Transportation (NET) services.

WHEREAS, this amendment is for the mutual benefit of both parties; and

NOW, THEREFORE, the aforesaid Agreement is hereby amended in the following respects only:

1. Purpose of Agreement: The purpose of the agreement is not changed.
2. Accomplishment of the Agreement: The accomplishment of the agreement is not changed.
3. Renewal of Agreement: The Term of this agreement is hereby renewed until June 30, 2012.
4. Compensation and Payment: This agreement is increased by \$ 5,539,773.00, for a total maximum amount of \$ 20,419,620.00.
5. Exhibit A, Paragraph VII. Grievance System, Section 2.k. (1), is hereby amended to read as follows:

The STP shall notify the Medicaid Beneficiary, in writing, using language at or near the fourth (4<sup>th</sup>) grade reading level, if any Action taken by the STP to deny a Transportation Service request, or limit Transportation Services in an amount, duration, or scope that is less than requested.

6. Exhibit A, Paragraph III. Medicaid Beneficiary Services Section 2.a. (5), is hereby amended to read as follows:

All written materials, pursuant to 42 CFR 441.56, shall use clear and nontechnical language and shall strive to be at or near the fourth (4<sup>th</sup>) grade reading comprehension level.

7. Exhibit B, Method of Compensation, of said Agreement is replaced by Amendment Number 2 Exhibit B and is attached hereto and made a part hereof.

EXCEPT as hereby modified, amended, or changed, all other terms of the Agreement dated 12/19/2008 and amendments 1, shall remain in full force and effect. This amendment cannot be executed unless all previous amendments to this Agreement have been fully executed.

In witness whereof, the authorized representatives of the parties hereto have executed this AMENDMENT, effective June 30, 2011.

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED

LYNX

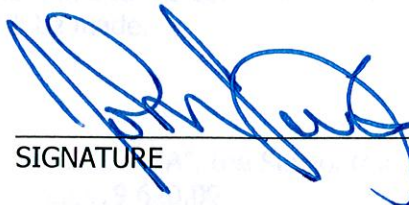
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SIGNATURE

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Bobby Jernigan

\_\_\_\_\_  
PRINTED NAME



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
John M. Lewis, Jr.

\_\_\_\_\_  
PRINTED NAME



**AMENDMENT NO. 2**  
**EXHIBIT B**  
**METHOD OF COMPENSATION**

This Exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

1. Project Compensation:

For the satisfactory performance of services detailed in Exhibit "A", the Subcontracted Transportation Provider shall be paid up to a Maximum Amount of \$ 20,419,620.00.

The remaining Project Amount shall be made up of the following limiting amounts:

\$ 5,539,773.00 from Fiscal Year 11/12

The total amount of this contract is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

2. PROGRESS PAYMENTS AND DISBURSEMENT SCHEDULE OF FUNDS:

The STP shall submit monthly invoices in a format acceptable to the Commission.

<b>FY 11/12</b>	<b>Payment</b>
July	\$ 480,900.00
August	\$ 480,900.00
September	\$ 457,797.00
October	\$ 457,797.00
November	\$ 457,797.00
December	\$ 457,797.00
January	\$ 457,797.00
February	\$ 457,797.00
March	\$ 457,797.00
April	\$ 457,797.00
May	\$ 457,797.00
June	\$ 457,800.00

Consent Agenda Item #6.D. iv

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
William Hearndon  
(Technical Contact)  
Joe Cheney  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #TRIPS-10-SCLF-FCCS for the Procurement of Fourteen Circulator and Six Fixed Route Vehicles

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$3,306,260 to First Class Coach Sales under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #TRIPS-10-SCLF-FCCS for fourteen (14) circulator and six (6) fixed route vehicles.

**BACKGROUND:**

The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered by the Center for Urban Transportation Research (CUTR), located in Tampa.



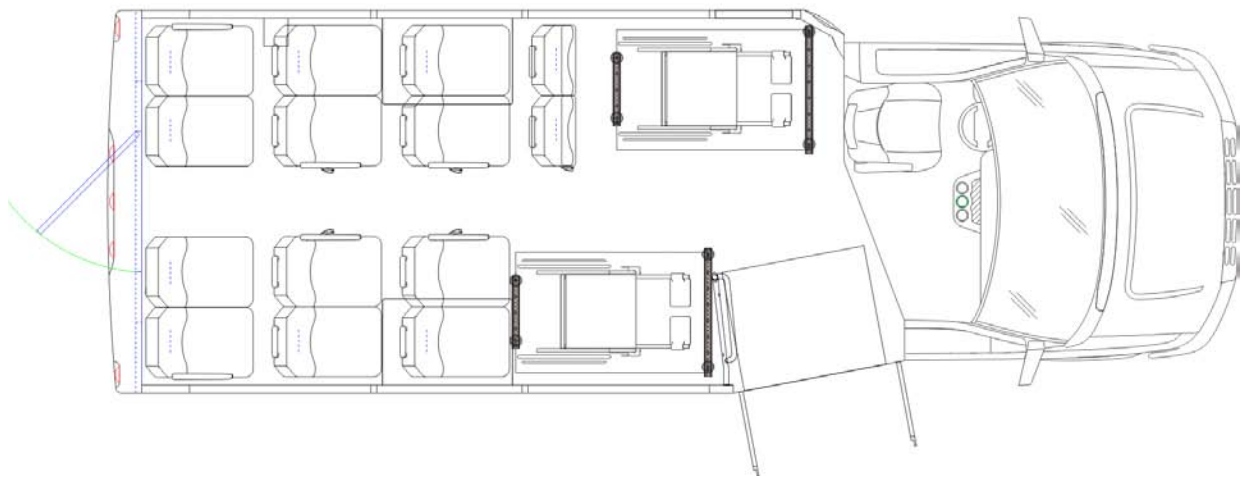
# LYNX Board Agenda

Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#TRIPS-10-SCLF-FCCS) for “Small Cutaway Low Floor Vehicles” to First Class Coach Sales, a local Orlando dealer of ARBOC manufactured vehicles. First Class Coach Sales and ARBOC meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, ARBOC is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).

In September 2010, staff received authorization to purchase six (6) standard floor circulator vehicles to replace all but five (5) of the current flex service (PickUpLine) vehicles. Since that time, a decision was made to purchase low floor vehicles for flex services and purchase small, low floor vehicles to use in fixed route operations where a smaller vehicle better suits the ridership demand.

The proposed procurement will be for 20 Low Floor ARBOC models (pictured), with seating capacity for:

- 14 ambulatory passengers, or
- 12 ambulatory passengers and 1 wheelchair passenger, or
- 10 ambulatory passengers and 2 wheelchair passengers.



The cost breakdown on a per-vehicle basis is as follows:

Base vehicle with options	
ARBOC, low floor, 23’ length, V8 engine, gas	\$146,080
Additional options to be purchased directly by LYNX	
SEON camera system	\$ 2,783
Radio XTL 2500	\$ 3,500
GFI Genfare low profile farebox	\$ 12,950
<b>Total</b>	<b>\$165,313</b>

Fourteen (14) of the twenty (20) vehicles will be used for the flex service contract for LYNX PickUpLine Services (PUL) operated by MV Transportation (MV).

The current level of flex service requires nine (9) vehicles and two (2) spares. With plans to add two (2) additional routes in December 2011 requiring two (2) additional vehicles each plus one (1) spare will bring the total requirement to fourteen (14). The eleven (11) vehicles being replaced through this procurement were borrowed from the paratransit fleet and will be returned for paratransit services, thus reducing the fixed monthly cost to our paratransit provider for paratransit services.

The six (6) additional vehicles will replace heavy duty buses used in fixed route services where a smaller vehicle better suits the ridership demands.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' DBE program requires that each transit vehicle manufacturer, as a condition to bid for or propose on FTA-assisted vehicle procurements, provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. LYNX does not establish a specific DBE goal for this project.

**FISCAL IMPACT:**

The procurement of the fourteen (14) circulator and six (6) fixed route vehicles in the amount of \$3,306,260 will be funded by American Recovery and Reinvestment Act (ARRA) funds in the amount of \$451,608 and other Federal 5307 capital funds in the amount of \$2,854,652. LYNX staff will amend the FY2011 Capital Budget, accordingly, to support the purchase of the twenty (20) vehicles.

Consent Agenda Item #6.D. v

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Ratify the Final Draft Submittal of the Fiscal Years 2012-2020 Transit Development Plan (TDP) Update to the Florida Department of Transportation

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the Final Draft FY 2012-2021 Transit Development Plan (TDP) Annual Report. The Final Draft TDP was approved for submittal to the Florida Department of Transportation (FDOT) at the May 2011 Board of Directors' meeting to ensure a timely submittal to FDOT by July 1, 2011.

**BACKGROUND:**

Public workshops to review and comment on the Final Draft TDP were held between June 20 and June 25, 2011, at various locations, in conjunction with the workshops for the LYNX August 2011 service changes. A total of seven workshops were conducted. No comments were received regarding the Final Draft TDP. A copy of the Final Draft TDP is available at the LYNX Central Station reception desk. The Final Draft TDP is available on the LYNX web site, [www.golynx.com](http://www.golynx.com).

**FISCAL IMPACT:**

The TDP is part of LYNX' requirement to receive State block grant funds from the Florida Department of Transportation. The FY2012 estimated block grant award in the amount of \$9,021,604 is included LYNX' FY2012 Preliminary Operating Budget.

***Transit Development Plan***  
***Annual Update and Progress Report***  
***For Fiscal Year 2012 - DRAFT FINAL***



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## I. Introduction

As required by Florida Statutes Section 341.052, and Administrative Rule 14-73.001, public transit systems must develop a ten-year Transit Development Plan. This Plan is to be used by transit agencies as a planning and guidance tool, as delineated in Section 341-052:

*Transit Development Plans (TDPs). TDPs are required for grant program recipients in Section 341.052, F.S. A TDP shall be the provider's planning, development, and operational guidance document, based on a ten-year planning horizon and covers the year for which funding is sought and the nine subsequent years. A TDP or an annual update shall be used in developing the Department's five-year Work Program, the Transportation Improvement Program, and the Department's Program and Resource Plan. A TDP shall be adopted by a provider's governing body. Technical assistance in preparing TDPs is available from the Department. TDPs shall be updated every five years.*

The last TDP was developed in 2007 for fiscal year 2008. Thus, the next scheduled update is in 2012 for fiscal year 2013. In the interim years, an Annual Update must be developed. Per Administrative Rule 14-73.001, these Annual Updates are to be in the following format:

*Annual Update. Annual updates shall be in the form of a progress report on the ten-year implementation program, and shall include:*

- (a) Past year's accomplishments compared to the original implementation program;*
- (b) Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives;*
- (c) Any revisions to the implementation program for the coming year;*
- (d) Revised implementation program for the tenth year;*
- (e) Added recommendations for the new tenth year of the updated plan;*
- (f) A revised financial plan; and*
- (g) A revised list of projects or services needed to meet the goals and objectives, including projects for which funding may not have been identified.*

This document serves as the Annual Update to the LYNX FY 2008-2017 TDP. The following sections address each of the requirements delineated above.



## II. Past year's accomplishments compared to the original implementation program

The following Service Recommendations for 2011 were delineated in the prior year's TDP. The implementation status of each is provided. An analysis of the discrepancies is noted in Section III:

1. Restructure Link 30 into two routes (due to length) & serve the LYNX Central Station  
Status: NOT COMPLETED
2. Restructure Links 28 & 29 to serve as feeder routes to Link 30  
Status: NOT COMPLETED
3. Restructure Links 48 & 49 to serve as feeder routes to Link 30  
Status: NOT COMPLETED
4. Add new PickUp line service in Pine Hills & St. Cloud  
Status: PARTIALLY COMPLETED. PickUp Line service in Pine Hills initiated December 2010
5. Replace Link 405 (Apopka) with PickUp Line service  
Status: NOT COMPLETED
6. Implement service efficiencies on various routes to address running time concerns through interlining & reducing excessive non-revenue service hours  
Status: COMPLETED
7. Add Sunday service on Link 10  
Status: NOT COMPLETED
8. Improve existing Link 55 – West U.S. Highway 192 – Four Corners – add late evening service Monday through Saturday  
Status: NOT COMPLETED
9. Add Saturday service on PickUp Line 621  
Status: COMPLETED. PUL 621 Saturday service initiated April 2010.

The following is a list of the past year's accomplishments by LYNX:

### Service Initiatives

- Efficiencies within the current LYNX fixed-route system were implemented to address running time concerns - over 20 routes were adjusted.
- PickUp Line service (Link 613) was added to Pine Hills.
- PickUp Line service (Link 641) was added to Williamsburg
- Saturday PickUp Line service (Link 621) was added to Bithlo.
- Link 15 was adjusted to serve South Conway Road.
- Link 306 was extended to serve the Hilton Bonnet Creek resort.
- Link 313 was extended to serve the Winter Park Hospital.
- Link 426 was extended to serve Village 5 in Poinciana.
- Initiated the KnightLYNX service in the University of Central Florida area on Friday and Saturday evenings.



### Access LYNX

Access LYNX is a special door-to-door van service for customers unable to access regular bus service. Accomplishments this year included:

- Named Community Transportation Coordinator of the Year for 2010 by the Florida Commission for the Transportation Disadvantaged.
- Successfully bid the Functional Assessment and Travel Training contract to a new vendor.
- Procured 31 new "body on chassis" paratransit vehicles for increased capacity.
- Current average weekday trips of 2000, up from an average of 1880 last year, and continue to maintain a 92% on time performance.
- Increased fare revenues by 4%.

- Updated Travel Training brochure.
- Conducted outside presentations to Lake Kathryn Senior Community, TD Riders Forum, Orange County Senior Expo, APD Expo, Orange County Health Department employees, Select Physical Therapy employees, The Orange County Public Schools Transition Forum, and the Poinciana Community Center.



- Decreased customer concerns regarding eligibility by 17%.
- Cross trained Safety and Training Coordinators to assist eligibility section.
- Eligibility call hold time down to an average of 2:03 from 3:11.

### **Passenger Amenities**

- Through both the ARRA and FY budget allocations installed over 110 shelters and completed the permitting for another 200 shelters that are to be installed during 2011. 9 of these shelters were installed at Walt Disney World to facilitate both cast and visitor needs.
- Secured cost savings on multiple corridors by partnering with other government agencies to maintain bus shelters.
- Started planning on rehabilitation of 4 Transfer Centers including Rosemont, UCF, Sanford and West Oaks.
- Started planning the construction of a transfer facility at Poinciana Wal-Mart.
- Continued coordination with private corporations for shelter installations and maintenance.
- Coordination with FDOT and local government agencies to improve access to transit during road construction projects.



## **Safety and Security**

LYNX is currently implementing a Mobile Data Communication system in all revenue buses and supervisor vehicles. This will allow seamless, discreet communication between dispatchers and bus operators and supervisors throughout our three-county services area. Also, this technology will enable LYNX dispatch personnel to monitor the real-time position of our revenue vehicles and quickly locate vehicles involved in safety and security related incidents.

LYNX rolled out the first phase of a Department of Homeland Security Public Awareness Campaign. The “Not on my Shift” program promoted security awareness by LYNX employees. This program included a dedicated telephone Tip Line for employees to report suspicious activities.

LYNX participated in a mock terrorist attack training exercise in collaboration with the Orlando Police Department, local Firefighters, Homeland Security, Orange County Sheriff’s Office, local ambulance companies and the Orlando Emergency Operation Center. The training exercise tested the regional collaboration of a multi-jurisdictional response to a terrorist attack on the Amway Arena.

LYNX developed and implemented a Riders’ Code of Conduct policy. This policy will promote a safe, secure and pleasant journey for all those who board LYNX buses and provide a safe and secure environment at LYNX Central Station, LYNX Superstops and Transfer Centers and LYNX service stops. The LYNX Board of Directors formally adopted the Riders Code of Conduct in September 2010.

LYNX continued to work in collaboration with the Transportation Security Administration (TSA) to conduct Visible Intermodal Prevention and Response (VIPR) Programs. The VIPR Programs

augment LYNX security and provide a visible and unpredictable presence to detect and deter terrorist activities and planning. LYNX works with the Federal air marshals, Transportation security inspectors, Behavior detection Officers, Bomb appraisal officers, Transportation security officers, Explosives detection canine teams (K9s) and the Orlando Police Department. Over twenty-one (21) VIPR Programs have been conducted at LYNX Central Station, LYNX Superstops/ Transfer Centers, and LYNX Special Shuttle activities. LYNX and TSA are committed to continuing this extraordinary partnership in the next year.



LYNX continued an extensive course of Homeland Security training. LYNX continued to train new employees in Transit Security Awareness and Behavior Recognition. In addition, LYNX has completed the following advanced terrorism training:

- National Incident Management System (NIMS)
- Transit Vehicle Hijacking Prevention and Response
- Transit System Security Design
- Prevention and Mitigation- IEDS & WMD:CBRNE Incident Management

The Safety & Security department updated the following plans:

- Safety & Security Program Management fiscal year 2010-2014– Multi-Year Strategic Plan
- Hurricane Emergency Action Plan (HEAP)
- Bus Emergency Response Guide for Mass Transit (BERG)

LYNX participated in final EMS audit conducted by The EMS Implementation Institute of Virginia Tech. LYNX received a final grade of “A”. LYNX overall score was 94%, well above the national average of 85%. LYNX Chief Operating Officer Lisa Darnall led the EMS team that included Safety and Security Director Bill Zielonka, his assistant, Janell Thomas and Facilities Maintenance Manager Steve Robinson. The Environmental Management System (EMS) Team continued to meet on a bi-weekly basis to plan, develop and implement environmental policies, procedures and guidelines. The EMS Employee Brochure was updated, printed and distributed to all LYNX employees.

LYNX successfully completed an environmental remediation project at the South Street Maintenance Facility location. The remediation consisted of demolishing the South Street Maintenance Building, removing the contaminated soil, replacing with approved backfill and seeding the area. Monitoring and recovery wells were installed and natural attenuation monitoring will be conducted in the future.

## **Planning and Development**

- Secured a \$10.0M TIGER II grant in partnership with the City of Orlando for the Parramore BRT. An extension of the LYMMO BRT west of I-4 that will service the Parramore area, the proposed Creative Village located at the Amway Arena site between Livingston and Amelia and extend south to Central to better serve the Amway Center and the core of downtown.
- Secured a \$800,000 Federal grant in partnership with Osceola County to conduct an Alternatives Analysis of the US 192 corridor from the Lake County Line to St. Cloud.
- Completed the selection of an East/West Corridor Locally Preferred Alternative as part of the Downtown Circulator Expansion Alternatives Analysis (LYMMO Expansion) and transmitted that to FTA to begin the application process for additional funding to design and construct.
- Continued to complete the North/South legs of the Downtown Circulator Expansion Alternatives Analysis (LYMMO Expansion)
- Secured a \$1.6M Federal grant in partnership with the City of Orlando for the LYNX Orlando Trail system that creates and improves bicycle and pedestrian access to LYNX bus services and the SunRail stations in downtown Orlando.
- Continued the development of the LYNX Paw Print - the 2030 Long Range Transit Plan.

## **Geographic Information Systems**

- LYNX’ GIS staff successfully implemented transit modeling software for short-term transit service planning TBEST (Transit Boarding Estimation and Simulation Tool). This

software is using ridership estimation technique for projected ridership for the Transportation Development Plan (TDP) and to provide input for the Alternative Mobility Standards analysis for LYNX' funding partners.

- GIS staff keeps maintaining a special section for distribution of LYNX's GIS data at the company web site (GoLYNX.com). The external clients have access to LYNX's route and bus stop data, all TDP data layers with the planned development for the next 10 years as well as to a updated street center line data for six counties in East Central Florida region for address geocoding and regional file with facilities locations..
- LYNX's GIS staff utilized the GIS server technology to upgrade and improve the applications on LYNX Geography Network and provide direct access to LYNX' transit facilities data by the planers in our service area. The web based mapping applications are mesh up of services by ESRI, LYNX, BingMaps and Metroplan Orlando
- Using the NavTeq datasets, provided by FDOT, under the Unified Basemap Repository data sharing project, GIS staff updated the basemap information for Trapeze FX – software for fixed route planning and scheduling
- LYNX, in partnership with Orange, Seminole, Osceola, Volusia and Lake Counties shared the implemented model for critical structure data stewardship, implementing NSDI standards with 11 more counties in Central Florida region. This aggregation of county data sets, based on a nationally adopted standard, is the next step toward statewide data integration for structures information.
- In support of statewide geospatial program coordination, LYNX continue to be a member of the Florida GIS Strategic Planning Steering Committee. This volunteer group of agencies throughout the state is working toward implementation of advanced GIS practices for coordinated regional and statewide data acquisition and GIS projects coordination.
- LYNX and the transit industry were well presented at number of local and regional GIS forums as users groups and conferences. LYNX's GIS Coordinator Mira Bourova is an active member of the Central Florida GIS Workshop planning committee for organizing an annual regional GIS Workshop.
- GIS Staff participated in METROPLAN ORLANDO's Land Use subcommittee for the Long Range Transportation Plan update.
- LYNX GIS user are getting together for bi-monthly users groups, to share information about current projects, technology updates and training opportunities.
- Maps were composed and distributed to the regional jurisdiction and political offices in support for the message about proposed fixed route service changes and implementation of new type services as Pick-Up-Line. GIS was utilized for making analysis on the data impact of the proposed route changes for areas with Title VI status and Urban and Rural areas.
- LYNX successfully implemented transit modeling software for short-term transit service planning TBEST (Transit Boarding Estimation and Simulation Tool). This software is using ridership estimation technique for projected ridership for the Transportation Development Plan (TDP) and to provide input for the Alternative Mobility Standards analysis for LYNX' funding partners.

- LYNX is utilizing GIS server technology to upgrade and improve the applications on LYNX Geography Network and provide direct access to LYNX' transit facilities data by the planers in our service area. The web based mapping applications are mesh up of services by ESRI, LYNX, BingMaps and Metroplan Orlando



### **Customer Service**

- Received an average of 48,298 calls a month in the fixed route call center with an average of less than one minute response time.
- Assisted an average of 20,910 customers a month at the sales/information windows.
- Sold a monthly average of \$200,441 in bus fare media at the sales/information windows.
- Documented, investigated and responded to a monthly average of 436 fixed route, paratransit, and Road Rangers concerns/compliments.
- Distributed LYNX fixed route schedules to over 500 retail/organizational outlets throughout the tri-county area, plus daily mail-outs to individual customers requesting information.
- Provided public transportation educational presentations on How to Ride, to over 5,000 tri-county citizens at an average of one presentation a month. Customer Service also distributes information to customers one-on-one before, during and after each LYNX fixed route service change.
- Assisted an average of 258 customers a month requesting route information and itineraries via the LYNX website.
- Lost & Found recovered a monthly average of 530 items with a recovery rate of 33%
- Lost & Found processed a monthly average of 137 LYNX IDs. LYNX has 4 discounted ID programs using various application and verification guidelines.
- Customer Service distributed a monthly average of 102 Medicaid Monthly Bus Pass Program using ACCESS LYNX application and verification process.



## **Vanpool Program**

Vanpool is an alternative mode of transportation for employees with long commutes. This program offers affordable and reliable transportation for commuters as well as employers.

- LYNX Vanpool Program maintained an average of 64 vanpools in service for 2010. The 64 vanpools drove more than 6 million passenger miles;
- 2 New Agency Vanpools were started with City of Orlando. They are being used to transport inmates from one location to another as part of their work release program. Two new commuter vanpools were started at Lockheed Martin and one each at Coleman Federal Prison; the Navy and the TSA.

## **Bus Pass Program**

- The program had 40 bus pass consignors with over 90 locations in 2010.
- Lori's Gift signed as a new consignor to give LYNX customers a total of 6 new outlets for bus pass purchases at Dr Phillips Hospital, Winnie Palmer Hospital, Orlando Regional Medical Center, Lucern Pavillion, Arnold Palmer Hospital and S. Seminole Hospital.

## **Marketing/Communications**

The Marketing Department was renamed the Communications Department in FY2010 to signify a change in emphasis within the organization. Management asked the Communications Department to focus on employees' accomplishments and contributions, both within the organization and in the community. An outside consultant, Costa DeVault, was hired to develop marketing materials for the agency.

Highlights for the year include:

- Serving as host for the national convention for the American Public Transportation Association. APTA was so impressed that it already has booked Orlando again to host its annual meeting five years from now.
- Stories about LYNX operators of Haitian descent, who jumped in to assist with the relocation of survivors of the devastating earthquake that rocked that island nation.
- A celebration of LYNX maintenance team winning first place at the International Rodeo completion that included a bus design of the champions.
- Hosted a grand opening for LYNX' Biodiesel Fueling station that included appearances by LYNX Board Chairman Carlton Henley; Orange County Mayor Rich Crotty; City of Orlando Mayor Buddy Dyer; and Democratic Governor candidate Alex Sink. Also displayed a bus designed by a high school student.

- Developed campaign to offer free rides to anyone willing to try transit on “Dump The Pump” day.
- Did feature stories on several employees who either won awards or developed ways to significantly improve work efficiency at LYNX. That includes LYNX first FFTA Operator of the Year, Doris Williams.
- Established a Toastmaster’s International Club to help all the agency’s employees develop public speaking skills.
- Designed a bus to spotlight the relationship between LYNX and the Transportation Security Administration.

### ***Marketing Recognition***

LYNX Communications Department won a national award from the American Public Transportation Association, plus an Award of Excellence and two Awards of Merit from the Florida Public Transportation Association.

- The agency’s community newsletter, *Between The Routes*, was awarded first place in printed newsletter category by APTA. The newsletter spotlights LYNX employees and transportation topics of interest to local community leaders and elected officials.
- LYNX annual “TranspARTation Gallery”, which features artwork for employees and their family members, won the Award of Excellence for Employee Communications from FFTA.
- FFTA gave LYNX an Award of Merit for its combination of artwork, brochure and agenda card designed around the unveiling of the agency’s Biodiesel Fueling Station.
- The final award was another Award of Merit for Bus Exterior Self Promotion for a design featuring the LYNX maintenance team that won first place in the International Rodeo competition.



## Finance

- Completed annual physical inventory with a variance of -0.42% using current staff and maintaining uninterrupted service to internal customers.
- Maintained an inventory turn rate of greater than two turns per year which minimizes the effect inventory usage can have on cash flow.
- Received and distributed 2.6 million dollars of bus parts to support maintenance of buses.
- Worked with team to develop and successfully implement the Bio-diesel blending station.
- Received and documented consumption of 4.1 million gallons of ultra low sulfur diesel fuel / B-99 Bio-diesel.
- Converted OBT facility parts room to high density storage cabinets for efficient storage and better use of limited floor space.
- Efficiently scaled down and moved parts operations at the OBT facility to the LOC to support remediation efforts at OBT, leaving minimal staff to support existing body shop activity and receipt and distribution of bus shelter material to outside vendors.
- Developed and implemented a method to supply parts and material to the Osceola facility.
- Implemented a process to effectively track transmissions and engines as a serialized part within the FASuite inventory / maintenance software for optimum accountability.
- Transferred Compressed Natural Gas Tanks to the City of Apopka
- Transferred 11 buses to the City of Gainesville Regional Transit System
- Transferred 1 bus to the City of Winter Springs Police Department.
- Improved method used to track engines and transmissions utilizing FAS suite inventory. (collaborative project/MC)
- Rolled out Capital Asset Management Training Program
- Modified Asset disposal process into a paperless based system
- Managed a public surplus auction
- Inventory count/ reconciliation of all fixed assets were completed.



### **III. Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives**

The prior section listed the Service Recommendations for 2010. The following is an analysis of any discrepancies. Of the 9 FY2011 Service Recommendations, 2 were completed, one was partially completed, and 6 were not completed.

**Recommendation #1:** Restructure Link 30 into two routes (due to length) & serve the LYNX Central Station

Status: NOT COMPLETED

Due to the potential impact to passengers, this recommendation has been tabled for further discussion and analysis. Staff ran a TBEST model on this restructure and found that this will reduce the number of passengers along with forcing transfers where presently none exist.

**Recommendation #2:** Restructure Links 28 & 29 to serve as feeder routes to Link 30

Status: NOT COMPLETED

See recommendation #1.

**Recommendation #3:** Restructure Links 48 & 49 to serve as feeder routes to Link 30

Status: NOT COMPLETED

See recommendation #1.

**Recommendation #4:** Add new PickUp line service in Pine Hills & St. Cloud

Status: PARTIALLY COMPLETED - PickUp Line service was added in Pine Hills.

PickUp Line service in St. Cloud has been identified in the revisions to implementation program for the coming year.

**Recommendation #5:** Replace Link 405 (Apopka) with PickUp Line service

Status: NOT COMPLETED

PickUp Line service in Apopka has been identified in the revisions to implementation program for the coming year.

**Recommendation #7:** Add Sunday service on Link 10

Status: NOT COMPLETED

This recommendation was not done due to budgetary constraints.

**Recommendation #8:** Improve existing Link 55 – West U.S. Highway 192 – Four Corners – add late evening service Monday through Saturday

Status: NOT COMPLETED

This recommendation was not done due to budgetary constraints.

#### **IV. Revisions to the implementation program for the coming year**

Following are the revisions to the implementation program for the coming year (FY 2012). Some of these projects have been identified for implementation in conjunction with available Job Access/ Reverse Commute or New Freedom Program. Other initiatives are contingent on securing local funding.

1. Implement service efficiencies on various routes to address running time concerns through interlining & reducing excessive non-revenue service hours
2. Add new PickUp Line service in St. Cloud North
3. Add new PickUp Line service in St. Cloud South
4. Replace Link 405 (Apopka) with PickUp Line service
5. Add new PickUp Line service in Geneva/East Sanford
6. Add new PickUp Line service in Zellwood
7. Add Sunday service on Link 10
8. Add Sunday service on Link 26
9. Improve existing Link 55 – West U.S. Highway 192 – Four Corners – add late evening service Monday through Saturday
10. Implement Express service from Kissimmee to Orlando International Airport
11. Implement Express service from Kissimmee to Lake Nona
12. OIA Service Improvements: Extended service hours on Links 7, 11, 41, 51 & 111
13. Implement Express service from Bithlo/Waterford Lakes to downtown Orlando via Highway 408
14. Implement Express service from Kissimmee to downtown Orlando via Us 192, SR 535 & Interstate 4
15. Implement Express service from Sanford to downtown Orlando via US 17/92
16. Implement Express service from Hunter’s Creek to downtown Orlando via US 441/Orange Blossom Trail.

## **V. Revised implementation program for the tenth year**

Following are the revisions to the implementation program for FY 2021, the tenth year (refer to the FY 2008 TDP for descriptions of the Links identified below):

1. Add new Link 332 – Town Center Boulevard
2. Add new Link 338 – South Int’l Drive/Kissimmee West Transit Center
3. Add new Link 413 – UCF Circulator
4. Add new Link 430 – State Road 535
5. Add new Link 240 – U.S. Highway 27/Interstate 4/Canadian Court
6. Add new Link 262 – U.S. Highway 27/Interstate 4/Disney
7. Improve Link 108 – U.S. Highway 441/Osceola – improve weekday peak and midday and late evening headways, and Saturday and Sunday late evening
8. Improve Link 333 – Southeast Orlando Connector – improve weekday peak and midday headways, and Saturday and Sunday midday headways
9. Improve Link 406 – Apopka/Plymouth/Zellwood – add evening service on weekdays and Saturdays, and new service on Sundays



## **VI. Added recommendations for the new tenth year of the updated plan**

Per the manual, *FDOT Guidance for Producing a Transit Development Plan*, “It is recognized that the 10<sup>th</sup> year action plan will not have the benefit of the comprehensive study carried out in the original TDP development. Thus, this 10<sup>th</sup> year plan...may well be modified at the next major TDP update.”

Per the above, LYNX does not have specific added recommendations for the new tenth year (FY 2021) at this time. However, LYNX has recently contracted with Tindale-Oliver and Associates for the development of a Long Range Transit and Financial Plan. This plan is a build-off of the Five Year Service Plan and will identify transit needs through 2030, which will take into account such initiatives as High Speed Rail, Commuter Rail and Bus Rapid Transit corridors. It is anticipated that at the completion of this study we will have added recommendations for the new tenth year. These recommendations will be reflected in next year’s annual report, and will be incorporated into the next major update of the LYNX TDP in 2012.

## **VII. Revised Financial Plan**

The following pages contain the Revised Financial Plan for 2012 through 2021.

Project Number	Dollar Type	Project	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Ten Year	Funding Source		
1	Operating	Operations (costs include Fixed Route ADA, Express, and Circulator Services)	1,389	1,389	1,417	1,445	1,532	1,593	1,657	1,723	1,792	1,864	1,939	DS		
			1,000	1,000	1,000	1,000	1,000	1,040	1,082	1,125	1,170	1,217	10,633	FTA Sec. 5307		
			540	540	595	625	656	682	710	738	767	798	6,651	FTA Sec. 5311		
			8,139	8,139	8,157	8,231	8,416	9,672	9,987	10,307	10,632	10,962	92,642	FDOT		
		<b>Total</b>	<b>95,583</b>	<b>95,583</b>	<b>99,408</b>	<b>103,383</b>	<b>103,383</b>	<b>107,518</b>	<b>111,819</b>	<b>116,292</b>	<b>120,943</b>	<b>125,781</b>	<b>1,079,692</b>	<b>Local</b>		
2	Operating	Bus Expansion - Operational COA & 5-Yr Service Plan Enhancements	0	5,969	12,061	18,243	24,053	30,193	36,004	42,224	48,371	54,518	271,636	Local Candidate		
			0	0	500	520	541	562	585	608	633	658	4,607	Local, FDOT Cand		
			0	0	0	0	0	0	0	0	0	0	0	0	Local, FDOT Cand	
			0	0	0	0	0	0	0	0	0	0	0	0	Local, FDOT Cand	
		<b>Total</b>	<b>224</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>224</b>	<b>FDOT</b>	
6	Operating	Service Development Grants Link 103 headway improvements	224	0	0	0	0	0	0	0	0	0	0	224	FDOT	
			224	0	0	0	0	0	0	0	0	0	0	224	Local, Private	
		<b>Total</b>	<b>448</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>448</b>		
			506	0	0	0	0	0	0	0	0	0	0	0	506	FDOT
		<b>Total</b>	<b>1,012</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,012</b>	<b>Local, Private</b>
7	Operating	Service Development Grants Link 111 headway improvements	506	0	0	0	0	0	0	0	0	0	0	506	FDOT	
			506	0	0	0	0	0	0	0	0	0	0	506	Local, Private	
		<b>Total</b>	<b>1,012</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,012</b>	
			451	0	0	0	0	0	0	0	0	0	0	0	451	FDOT
		<b>Total</b>	<b>902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>902</b>	<b>Local, Private</b>
8	Operating	Service Development Grants Link 323	451	0	0	0	0	0	0	0	0	0	0	451	FDOT	
			451	0	0	0	0	0	0	0	0	0	0	451	Local, Private	
		<b>Total</b>	<b>902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>902</b>	
			48	0	0	0	0	0	0	0	0	0	0	0	48	FDOT
		<b>Total</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>Local, Private</b>
9	Operating	Service Development Grants Link 326	48	0	0	0	0	0	0	0	0	0	0	48	FDOT	
			48	0	0	0	0	0	0	0	0	0	0	48	Local, Private	
		<b>Total</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	
			250	250	250	0	0	0	0	0	0	0	0	0	750	FDOT
		<b>Total</b>	<b>871</b>	<b>906</b>	<b>942</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,718</b>	<b>Local, Private</b>
10	Operating	Service Improvements - Reedy Creek Improvement District	250	250	250	0	0	0	0	0	0	0	0	750	FDOT	
			871	906	942	0	0	0	0	0	0	0	0	2,718	Local, Private	
		<b>Total</b>	<b>1,121</b>	<b>1,166</b>	<b>1,192</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,468</b>	
			825	825	825	825	825	825	825	825	825	825	825	825	8,250	FTA
		<b>Total</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>8,250</b>	<b>Local</b>
11	Operating	Job Access Reverse Commute Program (May also be used for Capital expenses)	825	825	825	825	825	825	825	825	825	825	825	8,250	FTA	
			825	825	825	825	825	825	825	825	825	825	825	8,250	Local	
		<b>Total</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>8,250</b>		
			825	825	825	825	825	825	825	825	825	825	825	825	8,250	FTA
		<b>Total</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>825</b>	<b>8,250</b>	<b>Local</b>

Project Number	Dollar Type	Project	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Ten Year	Funding Source
<b>Total</b>			<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>1,650</b>	<b>16,500</b>	
12	Operating	New Freedom Program (May also be used for Capital expenses)	800	800	800	800	800	800	800	800	800	800	8,000	FTA
			800	800	800	800	800	800	800	800	800	800	8,000	Local
		<b>Total</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>3,250</b>	<b>32,500</b>	
13	Operating	N Orange/S Seminole ITS Enhanced Circulator - Operations (Flex Bus)	5,340	4,492	1,301	4,899	4,561	4,743	4,933	5,131	5,336	5,549	46,285	FTA Cand, Local/Private Cand, OSR Cand, FDOT Cand
14	Operating	Community Circulator Feeder Service/Point Route Deviation	500	500	500	500	500	500	500	500	500	500	5,000	Local, Private, FDOT/ FTA Cand
15	Operating	Corridor Express Service	500	500	500	500	500	500	500	500	500	500	5,000	Local, Private, FDOT Cand.
16	Operating	Commuter Services Program - Ridesharing	200	350	550	750	916	916	916	916	916	916	7,346	Local, Private Cand, FDOT Cand.
			386	165	165	165	0	0	0	0	0	0	881	Cand.
		<b>Total</b>	<b>586</b>	<b>515</b>	<b>715</b>	<b>915</b>	<b>916</b>	<b>916</b>	<b>916</b>	<b>916</b>	<b>916</b>	<b>916</b>	<b>8,227</b>	
17	Operating	Travel Planning Center - Marketing & Consumer Information	500	500	500	0	0	0	0	0	0	0	1,500	FTA/Local Cand.
18	Operating	Safety/Security	908	908	908	908	908	908	908	908	908	908	9,080	DHS
19	Capital	Number of Coaches	50	50	50	56	56	56	56	56	56	56	542	
20	Capital	Transit Coaches (cost include associated equipment and styling)	10,295	12,000	10,295	6,423	6,551	6,948	7,228	7,515	7,816	8,128	83,197	FTA Cand.
			6,133	6,298	6,298	1,606	1,445	1,737	1,806	1,879	1,954	2,032	31,188	FDOT
			6,133	6,298	6,298	6,423	6,551	6,948	7,228	7,515	7,816	8,128	69,336	Local
		<b>Total</b>	<b>22,561</b>	<b>24,596</b>	<b>22,891</b>	<b>14,462</b>	<b>14,547</b>	<b>16,633</b>	<b>16,268</b>	<b>16,909</b>	<b>17,585</b>	<b>18,288</b>	<b>183,720</b>	
21	Capital	Number of Coaches (CRT Essential)	0	0	0	0	27	0	0	0	0	0	27	
22	Capital	CRT Essential Coaches	0	0	0	0	7,014	0	0	0	0	0	7,014	FTA, Local, FDOT Cand
23	Capital	Number of Coaches (CRT Support)	0	0	0	0	7	0	0	0	0	0	7	
24	Capital	CRT Support Coaches	0	0	0	0	1,818	0	0	0	0	0	1,818	FTA, Local, FDOT Cand
25	Capital	Number of Coaches (Other CRT Related)	0	0	0	0	42	0	0	0	0	0	42	
26	Capital	CRT Related Coaches	0	0	0	0	10,910	0	0	0	0	0	10,910	FTA, Local, FDOT Cand
27	Capital	Capital for Fixed Route	1,900	0	0	0	0	0	0	0	0	0	1,900	FTA, Local
			380	0	0	0	0	0	0	0	0	0	380	TRIP
		<b>Total</b>	<b>2,280</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,280</b>	
28	Capital	Number of Vans	40	40	40	40	40	40	40	40	40	40	400	
29	Capital	Commuter Vans	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	10,680	FTA Cand.

Project Number	Dollar Type	Project	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Ten Year	Funding Source
		<b>Total</b>	267	267	267	267	267	267	267	267	267	267	2,670	Local
		<b>Total</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>1,335</b>	<b>13,350</b>	
30	Capital	LCS - SIB Loan Repayment (through 2011)	1,021	1,021	217	0	0	0	0	0	0	0	2,259	FTA 5307/5309
31	Capital	LYNX Service Expansion (16 Coaches) - SIB Loan repayment (through 2013)	1,471	1,471	1,471	1,471	1,471	0	0	0	0	0	7,365	FTA
32	Capital	Areawide Service Expansion Program - SIB Loan Repayment (through 2017)	829	829	829	829	829	829	829	0	0	0	5,804	FTA Sec. 5307
33	Capital	Third Operating Base - (Phase I Location Study, Environmental)	0	0	0	0	0	0	0	0	0	0	0	FTA Cand.
		<b>Total</b>	150	0	0	0	0	0	0	0	0	0	150	Local
38	Capital	Third Operating Base - (Phase IV Construction, Equipment)	0	0	0	12,000	0	0	0	0	0	0	12,000	FTA Cand.
		<b>Total</b>	225	750	15,000	3,000	0	0	0	0	0	0	18,975	Local
		<b>Total</b>	<b>225</b>	<b>750</b>	<b>15,000</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,975</b>	
39	Capital	Fourth Operating Base - (Phase I Location Study, Environmental)	0	800	0	0	0	0	0	0	0	0	800	FTA Cand. Local/FDOT
		<b>Total</b>	0	200	0	0	0	0	0	0	0	0	200	Cand.
		<b>Total</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	
40	Capital	Fourth Operating Base - (Phase II Acquisition)	0	0	0	0	0	4,000	0	0	0	0	4,000	FTA 5309 Cand.
		<b>Total</b>	0	0	0	0	0	1,000	0	0	0	0	1,000	Local Cand.
		<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	
41	Capital	Fourth Operating Base - (Phase III PE)	0	0	0	0	0	0	8,000	0	0	0	8,000	FTA Cand. Local/FDOT
		<b>Total</b>	0	0	0	0	0	0	2,000	0	0	0	2,000	Cand.
		<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	
42	Capital	Fourth Operating Base - (Phase IV Construction, Equipment)	0	0	0	0	0	0	0	12,000	12,000	12,000	36,000	FTA 5309 Cand.
		<b>Total</b>	0	0	0	0	0	0	0	3,000	3,000	3,000	9,000	Local Cand.
		<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>45,000</b>	
43	Capital	Park-and-Ride Facilities	600	600	600	600	600	600	600	600	600	600	6,000	FDOT Cand., Local, Private
44	Capital	Kissimmee Intermodal Center	10,000	5,000	5,000	0	0	0	0	0	0	0	20,000	FTA, FDOT, Local Cand.
45	Capital	Fixed Guideway Improvements	3,000	3,250	2,500	3,750	3,750	4,125	4,538	4,991	5,490	6,039	41,434	FTA Cand.
46	Capital	Passenger Amenities/Superstops	750	750	750	750	750	825	908	998	1,098	1,208	8,787	FDOT, Local Cand.
		<b>Total</b>	<b>3,750</b>	<b>4,000</b>	<b>3,250</b>	<b>4,500</b>	<b>4,500</b>	<b>4,950</b>	<b>5,445</b>	<b>5,990</b>	<b>6,588</b>	<b>7,247</b>	<b>60,220</b>	
47	Capital	Associated Capital Maintenance	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000	FTA

Project Number	Dollar Type	Project	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Ten Year	Funding Source
		<b>Total</b>	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	25,000	FDOT, Local Cand.
			<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>12,500</b>	<b>125,000</b>	
48	Capital	Facility Improvements/Equipment	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,000	FTA/FDOT Cand.
			200	200	200	200	200	200	200	200	200	200	2,000	Local, Private
		<b>Total</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>1,200</b>	<b>12,000</b>	
49	Capital	Capital Cost of Contracting	100	100	100	100	100	100	100	100	100	100	1,000	FTA Sec. 5307
50	Capital	Travel Planning Center - Transit Service Demonstration	500	500	500	500	500	500	500	500	500	500	5,000	Local funds
51	Capital	N.Orange/S.Seminole ITS Enhanced Circulator - Phase 3 - Construction (Flex Bus)	0	0	0	0	123	0	0	0	0	0	123	ITS Earmark Pending FTA
			1,750	0	0	0	0	0	0	0	0	0	1,760	Earmark FTA Cand, Local/Private Cand, FDOT Cand.
		<b>Total</b>	<b>2,144</b>	<b>178</b>	<b>665</b>	<b>0</b>	<b>719</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,706</b>	
			<b>3,894</b>	<b>178</b>	<b>665</b>	<b>0</b>	<b>842</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,579</b>	
52	Capital	Lymmo Upgrade	386	400	400	400	400						1,986	FTA
53	Capital	Lymmo Downtown E/W Circulator Construction	11,157		0	0	0	0	0	0	0	0	11,157	FTA, FDOT, Local, Private
54	Capital	Lymmo Expansion Full Build Parramore - Citrus Bowl E-W Ivanhoe - Downtown N-S Downtown - ORHS N-S	12,500	0	0	0	0	0	0	0	0	0	12,500	FTA, FDOT, Local, Private Cand.
55	Capital	Corridor Studies - E & W Colonial, 192, 441	5,500	2,000	19,000	0	0	0	0	0	0	0	26,500	FTA, FDOT Cand., Local, Private
56	Capital	Livable/Sustainable Community Enhancements	500	500	500	500	500	0	0	0	0	0	2,500	FTA
57	Capital		0	0	0	0	0	0	0	0	0	0	0	FTA Cand.
		<b>Total</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,500</b>	
58	Capital	Intelligent Transportation Systems Enhancements	2,500	2,750	3,000	3,250	3,500	3,750	4,000	4,250	4,500	4,500	36,000	FTA/FHWA Cand.
59	Capital	LYNX Central Station Improvements	550	0	0	0	0	0	0	0	0	0	550	FTA
60	Capital	Homeland Security	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	25,000	DHS
61	Capital	Five-Year Service Plan - Premium Transit Corridor Capital	0	0	4,000	4,000	4,000	0	0	0	0	0	12,000	FTA
62	Capital	Downtown Circulator Alternatives Analysis	750	0	0	0	0	0	0	0	0	0	750	FTA
63	Capital	Livability Grant (LYNX Orlando Trail)	1,541	0	0	0	0	0	0	0	0	0	1,541	FTA

LYNX Operating and Capital Financial Summary										
Funded and Unfunded Projects										
Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
<b>Operating Expenses</b>										
Existing Operating Costs (Bus, ADA)	\$ 106,170	\$ 106,170	\$ 110,066	\$ 114,147	\$ 114,363	\$ 119,821	\$ 124,505	\$ 129,370	\$ 134,421	\$ 1,059,032
Expanded Bus Operations	4,579	8,125	14,753	19,763	25,594	31,755	37,589	43,832	50,004	236,993
Safety and Security	0	0	0	0	0	0	0	0	0	-
Marketing	500	500	500	0	0	0	0	0	0	1,500
Job Access Reverse Commute Program	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	14,850
New Freedom Program	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	14,400
Commuter Assistance Costs	586	515	715	915	916	916	916	916	916	7,311
<b>Total Operating Expenses</b>	<b>\$ 115,065</b>	<b>\$ 118,560</b>	<b>\$ 129,284</b>	<b>\$ 138,075</b>	<b>\$ 144,123</b>	<b>\$ 155,742</b>	<b>\$ 166,260</b>	<b>\$ 177,368</b>	<b>\$ 188,590</b>	<b>\$ 1,333,087</b>
<b>Operating Revenues</b>										
FTA Funding (includes Sec. 5307, 5311, 5316, 5317)	\$ 3,165	\$ 3,165	\$ 3,220	\$ 3,250	\$ 3,281	\$ 3,347	\$ 3,416	\$ 3,488	\$ 3,562	\$ 29,894
FDOT Funding	9,618	8,389	8,407	8,231	8,416	9,672	9,987	10,307	10,632	83,659
Local Funding/System Revenues	99,308	98,114	101,973	105,008	105,008	109,143	113,444	117,917	122,568	972,483
Local/ FDOT/ FTA Candidate Project Funding	2,994	8,892	15,684	21,586	27,418	33,579	39,413	45,656	51,828	247,050
<b>Total Operating Revenues</b>	<b>\$ 115,085</b>	<b>\$ 118,560</b>	<b>\$ 129,284</b>	<b>\$ 138,075</b>	<b>\$ 144,123</b>	<b>\$ 155,742</b>	<b>\$ 166,260</b>	<b>\$ 177,368</b>	<b>\$ 188,590</b>	<b>\$ 1,333,087</b>
<b>Capital Expenses</b>										
Vehicles (Coaches And Vans) includes SIB Loan repayment	28,476	28,231	26,526	18,087	37,924	17,797	18,422	18,244	18,920	212,629
Facilities, includes SIB Loan repayment	11,996	8,371	20,817	15,600	600	5,600	10,600	15,600	15,600	104,784
Amenities	4,250	4,500	3,750	5,000	5,000	5,450	5,945	6,490	7,088	47,473
Capital Maintenance	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	124,200
Flex Bus	3,894	178	665	0	842	0	0	0	0	5,579
Intelligent Transportation Systems Enhancements	2,500	2,750	3,000	3,250	3,500	3,750	4,000	4,250	4,500	31,600
Corridor Studies	5,500	2,000	19,000	0	0	0	0	0	0	26,500
Lymmo Expansion	23,657	0	0	0	0	0	0	0	0	23,657
Fixed Guideway Modernization	386	400	400	400	400	0	0	0	0	1,986
Job Access And Reverse Commute	0	0	0	0	0	0	0	0	0	0
New Freedom Program	0	0	0	0	0	0	0	0	0	0
Model Orlando Regional Efficiency	0	0	0	0	0	0	0	0	0	0
Traveler Management Coordination Ctr.	0	0	0	0	0	0	0	0	0	0
Safety And Security	3,050	2,500	6,500	6,500	6,500	2,500	2,500	2,500	2,500	36,050
<b>Total Capital Expenses</b>	<b>\$ 97,510</b>	<b>\$ 62,730</b>	<b>\$ 94,458</b>	<b>\$ 62,637</b>	<b>\$ 68,566</b>	<b>\$ 48,897</b>	<b>\$ 55,267</b>	<b>\$ 60,883</b>	<b>\$ 62,408</b>	<b>\$ 613,358</b>
<b>Capital Revenues</b>										
FTA Funding	\$ 19,258	\$ 14,321	\$ 17,517	\$ 17,300	\$ 17,300	\$ 10,929	\$ 10,929	\$ 10,100	\$ 10,100	\$ 127,755
FDOT Funding	6,133	6,298	6,298	1,606	1,445	1,737	1,806	1,879	1,954	29,166
Local/ Private Funding	9,375	8,015	22,265	10,390	7,518	7,915	8,193	8,482	8,783	90,936
DHS / DOJ	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	22,600
Local/ FDOT/ FTA Candidate Project Funding	60,244	31,596	45,878	30,841	39,803	25,816	31,839	37,922	39,072	343,012
<b>Total Capital Revenues</b>	<b>\$ 97,510</b>	<b>\$ 62,730</b>	<b>\$ 94,458</b>	<b>\$ 62,637</b>	<b>\$ 68,566</b>	<b>\$ 48,897</b>	<b>\$ 55,267</b>	<b>\$ 60,883</b>	<b>\$ 62,408</b>	<b>\$ 613,358</b>
LYNX 10 Year Operating and Capital Improvement Program Source: TIP & FDOT WP FY11-15										
Note: Methodology of revenues is FDOT=DDR, DS, DU, FTA = Sections 5307, 5309, 5311, 5316, 5317 to calculate funded (not candidate)										
Note: LYNX does not have a dedicated funding source. This table assumes LYNX funding partners will first fund operations then followed by vehicles. The balance of capital project shown as funded is based on LYNX anticipated revenues, not on any guaranteed funding from Federal, State or local entities.										

## VIII. Revised list of projects or services needed to meet the goals and objectives, including projects for which funding may not have been identified

### The LYNX Mission and Vision:

*“The LYNX mission is to link our community by providing quality mobility options with innovation, integrity and teamwork.”*

*“Our vision is to be recognized as a world-class leader for providing and coordinating a full array of mobility and community services.”*

The LYNX Mission and Vision statements illustrate the goals set forth by the LYNX Board of Directors and Chief Executive Officer. These statements let our community and our employees know that LYNX is committed to providing a vast array of safe, reliable and affordable options regarding transportation in our service area, as well as a safe and rewarding place to work.

Through this commitment to our community and our employees, the LYNX Board of Directors and senior staff have developed a business plan to reach the goals outlined in the Mission and Vision statements. While LYNX strives to provide funding to achieve all the goals, some may be dependent upon receiving additional funding in order to achieve (For example, the implementation of ‘Enhanced Core’ services outlined on page 29 would require additional funding not presently identified).

Five strategic areas were identified as appropriate goals for the coming year. The Board then identified objectives under each goal.

### GOAL – FUNDING

Objectives:

- Protect existing funding sources
- Identify and pursue a variety of funding sources/opportunities to meet service needs (Federal and State grants, etc.)
- Identify and secure a new dedicated funding source



## GOAL - HUMAN RESOURCES

### Objectives:

- Develop and implement employee training program (professional development)
- Conduct employee survey
- Develop program for employee retention and succession planning
- Review benefits and salaries for recruitment and retention of employees

## GOAL – SERVICE PROVISION

### Objectives:

- Improve on-time performance
- Adopt appropriate technology to enhance service provision
- Design and install additional shelters
- Explore possibility of developer provision of amenities (shelters, bus pull-outs, etc)

## GOAL – INTERNAL AND EXTERNAL COMMUNICATION

### Objectives:

- Produce maps/visuals showing routes, schedules, ridership, shelters, passenger information at stops
- Expand public education program to grassroots level (electronic, personal, partners; beyond 3 counties)
- Internal education program for employees

## GOAL – IMPROVING ORGANIZATIONAL EFFICIENCY

### Objectives:

- Evaluate processes for improvement - procurement, warranties, hiring, payroll process, staffing levels, duplication of effort (documenting and educating)

LYNX currently has a vigorous campaign underway to achieve these goals. These activities include:

## Funding:

- Constant contact with local Representatives and monitoring legislative activities regarding transit funding and infrastructure
- Close relationships with local funding partners
- Grant applications such as Homeland Security and Job Access and Reverse Commute (JARC) and New Freedom Program (NFP)
- Advertising
- Alternative Fuel Grant

## Human Resources:

- LYNX University was created to align training in support of employee's job descriptions
- Performance evaluations were revamped and changed into a more Service Excellence focused document known as the Professional Development Assessment
- Added LYNX Service Standards and Service Philosophy to all updated Job Descriptions and job postings
- Service Excellence training is incorporated into the New Hire Orientation
- Recognizing employees celebrating memorable anniversary dates with the company at the monthly Managers/Chiefs meeting

## Service Provision:

- Increased efficiency in services, with service was added on existing Links, such as later hours, increased frequency and weekend service and elimination of some service
- Some services were reduced or eliminated in order to increase system-wide efficiency
- Installed twenty six (26) shelter units, with ten (10) more in progress for site work and installation

## Internal and External Communication:

- A new LYNX trip planner was introduced.
- A number of publications, including *InTheLoop*, *Between the Routes*, and the *ACCESS LYNX Update*, were developed to communicate with LYNX employees, customers, and the community.

## Improving Organizational Efficiency:

- Developed measurement strategy for key areas in the agency

- Updated and expanded the “Nip-It-In-The-Bud” program to include all employees of the organization
- Implemented “Ask the CEO” question boxes to identify areas needing improvement, and then acted on the items suggested.
- Re-designed the company newsletter to make it more attractive.
- Designed poster for all three facilities to better display upcoming event information
- Wellness Committee opened and expanded the Blood Pressure Awareness campaign for all employees.
- Health screening assessment for all employees

### Service Initiatives:

In 2009-2010, LYNX contracted with Reynolds, Smith & Hills, Inc. for the development of a Five-Year Service Plan. This plan identified two service scenarios:

- 1) A ‘Functional Core’ of LYNX services, which identified those core services required to maintain viable transit services in the greater Orlando area. As part of this analysis, certain service restructuring recommendations were identified in the short term, FY 2011-2012. Section IV of this report reflects these service recommendations for FY2011.
  
- 2) An ‘Enhanced Core of LYNX services, which identify service improvements in order to establish Premium Transit and Bus Rapid Transit corridors, along with connecting feeder services. These service improvements are identified for Fiscal Years 2013 and 2014, and represents projects for which funding may not have been identified. Appendix A presents the findings, along with estimated costs, of establishing Premium Transit and Bus Rapid Transit corridors.

## **IX. Commuter Rail Services**

In December 2009, Governor Charlie Crist signed legislation enacting the start-up of commuter rail services in the greater Orlando area, to be called SunRail. The 31-mile first phase of SunRail will serve 12 stations, linking DeBary in Volusia County to Orlando in Orange County. Phase II will serve 5 additional stations, north to DeLand and south to Poinciana. Service for Phase I is expected to begin in 2013. Current Florida Governor Rick Scott stated that he will make a final decision on SunRail by July 1, 2011. Plans regarding capital and operating changes to the LYNX system will be contingent upon that decision.

Feeder services from the rail stations in Seminole, Osceola and Orange Counties will be provided through the existing LYNX fixed-route network, with enhancements to these routes funded through FDOT. The Revised Financial Plan (Section VII) reflects the estimated funds to be received from FDOT for these enhancements.

LYNX is presently developing the feeder bus network and associated costs with FDOT and their consultant.

## X. Farebox Recovery Ratio Report

LYNX historically has undertaken many tasks to ensure the highest possible rate of farebox recovery. These tasks include marketing efforts via print, radio and television advertisements, as well as physical presence in the community at neighborhood events, business gatherings, and various workshops to educate the public regarding transit and its availability.

In FY 2009, customer fares accounted for \$21.5 million,<sup>1</sup> or 19.28% of the LYNX total revenues. It is important to realize that LYNX is unique in the services offered. Along with regular fixed-route bus services, LYNX is partnered with the City of Orlando to offer the free downtown LYMMO circulator. As such, there is no farebox revenue as this service is subsidized by the City of Orlando.

LYNX offers a variety of discount passes such as a Medicaid Bus Pass, an elderly/disabled/school aged passenger fare, and a number of weekly and monthly passes at a reduced rate.

LYNX historically requests a fare increase every three years. The last fare increase was in December 2008, which raised the base fare to \$2.00.

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<sup>1</sup> Source: LYNX Comprehensive Annual Financial Report for Year Ended September 30, 2009

## APPENDIX A - Five-Year Service Plan Enhanced Core Services

### 1.0 Enhanced Core System Objectives

The primary objectives of the Enhanced Core System for the horizon year of 2014 are:

- Headways along the 14 Primary Corridors of 15 minutes
- Access to proposed SunRail commuter stations
- Service to new regional developments (i.e. Lake Nona)
- Identification of candidate Bus Rapid Transit (BRT) corridors
- Identification of feeder services/corridors

### 2.0 Premium Transit Corridors

The primary corridors and the existing links/routes with high ridership volumes were reviewed for potential transit enhancements: Premium transit service or Bus Rapid Transit service. Premium service is described as having headways at least every 15 minutes during the morning, mid-day and afternoon peak periods during the weekday. This would be a service enhancement for the majority of the existing links/routes, which generally have 30 minute headways.

The iterative process for identifying the Premium Transit Corridors was a second tier assessment, coming after the designation of candidate BRT service along most of the 14 Primary Corridors. It is presented in this memo before the BRT assessment as the implementation of Premium service has few implementation constraints, and would serve the higher capacity BRT system.

The following corridors and links/routes are identified for the implementation of Premium Transit Service.

- Links #103 & #102 along US 17/92 from Sanford to the LYNX Central Station (LCS)
- Link #125 along Clark Rd. and Silver Star Rd to US 441
- Link #37 along Hiawasse Rd. to Kirkman Rd. to I-Drive to Florida Mall
- Link #8 from the LCS to I-Drive
- Link #111 from Orlando International Airport to Disney

In addition, a new route is recommended from the University of Central Florida through Avalon Park, along Innovation Way, to Lake Nona and Medical City, which would likely be implemented after the 2014 horizon year of this 5-Year Service Plan. A cost estimate for this potential new route may be developed independent of this technical memorandum as part of a long term planning study. In October 2009, LYNX staff proposed several bus service options which would provide access to Lake Nona:

- Proposed Link 60 – OIA to Lee Vista to Narcoossee Road to Lake Nona
- Proposed Link 60 – Sand Lake Road SunRail station to OIA to Lake Nona
- Proposed Link 205 Express from Downtown Orlando to Lake Nona
- Proposed Link 206 Express from Kissimmee to Lake Nona
- Proposed Link 311 Express from Downtown Orlando to Lake Nona
- Proposed Link 312 Express from Downtown Orlando to Lake Nona.

## 2.1 Premium Transit Cost Assumptions

The following assumptions were made for the estimation of the premium transit service planning-level costs.

- No change in existing stops, except for the continued implementation of shelters
- The existing operating and maintenance costs would be increased in proportion to the additional operating statistics (vehicle hours and miles) to achieve 15 minute headways
- Costs for additional buses may be reduced through the reallocation of existing bus routes as a more mainline/feeder system is developed
- With the implementation of BRT service, smaller buses and flexible demand-responsive service may replace existing fixed routes, thus allowing the reallocation of buses to the premium service routes. Additional analysis of this scenario is recommended within the Long Range Transit and Financial Plan (LRTFP) currently under development.

**Table 1**  
**Existing Link Statistics for Candidate Premium Service Routes**

Link	Vehicle Hours	Vehicle Miles	Weekday Operating Hours	Operating Cost *	Maintenance Cost *	Total Direct Cost *
8	71,139	996,421	20.75	\$2,984,880	\$1,400,176	\$4,385,056
37	34,198	489,931	18.25	\$1,434,911	\$ 688,455	\$2,123,366
102	39,069	435,407	20.00	\$1,639,262	\$ 611,836	\$2,251,098
103	31,357	471,183	16.25	\$1,315,672	\$ 662,110	\$1,977,782
111	43,535	874,879	19.00	\$1,826,660	\$1,229,385	\$3,056,045
125	35,171	506,338	21.00	\$1,475,724	\$ 711,509	\$2,187,233

\* Note: Includes **direct costs** only; represents wages, salaries, materials and supplies

Source: 2010 Financial Model, SGA Associates, January 2010

Several of these links currently operate with 15 minute headways in the weekday peak periods and would not require any service changes to be classified as Premium Transit Service (Links 8, 102 and 103). Links 37 and 111 operate with 30 minute weekday peak headways, while Link 125 operates with 20 minute peak headway. For these three links, an increase in the number of vehicle hours and miles would be required to achieve the target 15 minute headways.

For planning purposes, the additional operating statistics and costs may be calculated by using a factor based on achieving 15 minute headways during the weekday peak periods. The following assumption is used to identify these peak periods:

- Morning peak period – 6:00 to 9:00 am
- Mid-day peak period – 11:00 am to 2:00 pm
- Afternoon peak period – 4:00 pm to 7:00 pm

For **9 hours** during the weekday, Links 37, 111 and 125 must achieve 15 minute headways. The following table provides that adjustment to estimate the increase in operations and maintenance expense. For this analysis, it is assumed that no additional buses will be required, as units may be reallocated throughout the system commensurate with the implementation of the BRT service.

**Table 2**

**Premium Transit Operating Cost Increase**

<b>Link</b>	<b>Current Total Direct Cost</b>	<b>Current Peak Period Headway</b>	<b>Headway Increase Factor *</b>	<b>% of Hours Increased **</b>	<b>Additional Premium Service Cost ***</b>	<b>Total Premium Service Cost</b>
37	\$2,123,366	30	30/15= <b>2.00</b>	9/18.25= <b>49.3%</b>	\$1,046,819	\$3,170,185
111	\$3,056,045	30	30/15= <b>2.00</b>	9/19= <b>47.4%</b>	\$1,448,565	\$4,504,610
125	\$2,187,233	20	20/15= <b>1.33</b>	9/21= <b>42.8%</b>	\$ 308,925	\$2,496,158
<b>TOTAL</b>					\$2,804,309	\$10,170,953

\* Note: Represents required increase in operating expense to improve the headway from the current time to the targeted 15 minute time.

\*\* Note: Represents the additional hours requiring an improvement in the headway, expressed as a percentage of the current total operation hours

\*\*\* Note: Calculated as the Current Total Cost X % Hours Increased X (1 minus Headway Increase Factor)

Table 2 provided base year (2010) costs. The financial model prepared for this plan included annual projections out to the 5 year planning horizon (2014) Table 3 provides the year 2014 Premium Service direct cost estimates.



**Table 3**  
**Year 2014 Premium Service Route Cost Estimate**

<b>Link</b>	<b>Operating Cost *</b>	<b>Maintenance Cost *</b>	<b>Total Direct Cost *</b>
8	\$4,298,371	\$2,270,157	\$6,568,527
37**	3,066,310	1,629,562	\$4,695,872
102	\$2,186,051	\$999,035	\$3,185,087
103	\$1,868,177	\$1,009,413	\$2,877,590
111**	\$4,122,990	\$2,617,321	\$6,740,311
125**	\$2,391,246	\$1,268,050	\$3,659,296
<b>TOTAL</b>	<b>\$17,933,145</b>	<b>\$9,793,538</b>	<b>\$27,726,683</b>

\* Note: Includes **direct costs** only; represents wages, salaries, materials and supplies

Source: 2014 Financial Model, SGA Associates, January 2010; RS&H Analysis

\*\* Note: Represents necessary increase in additional hours and costs to improve existing headways to Premium Service level

### **3.0 Bus Rapid Transit Corridors**

Recent successes in obtaining funding for commuter rail (SunRail) and high speed rail in Central Florida have emphasized our regional and national shift toward enhanced mass transit funding. With a year 2013 opening of SunRail Phase 1 from DeBary to Sand Lake Road, LYNX has an opportunity to enhance the existing fixed route system into a BRT system, proving critical connection and mobility which compliments SunRail.

The following corridors and links/routes are identified for the implementation of Bus Rapid Transit Service.

- SR 50 from Oakland to Alafaya Trail (Link 30)
- SR 436 from Apopka to Orlando International Airport (Link 41)
- US 441 from Apopka to Kissimmee (Links 17 and 4)
- US 192 from US 27/Clermont to St. Cloud (Links 55 and 10)

BRT system goals include increasing ridership by reducing travel times and improving reliability, increasing corridor capacity, supporting redevelopment and future intensified land use patterns, and reducing transit operating costs. There are numerous elements and variables that affect the success of BRT systems, which are not the subject of this service plan study and tech memo. The objective is to identify candidate BRT corridors and provide order of magnitude costs for major components and operational expenses.

### 3.1 Candidate BRT Corridor Prioritization

The criteria for assessing the prioritization of the candidate BRT corridors should address the primary objectives of the Enhanced Core System. This includes maintaining appropriate levels of service to transit-dependent areas, providing access to the SunRail stations and system, and providing for a mainline transit system that may be supported by feeder transit services.

A review of the transit-dependent information prepared in Task 1 of this 5 Year Service Plan reveals that the household income criterion matches well with other transit-dependent criteria such as Title VI areas and low auto-ownership households. Exhibit 1 of this tech memo displays the proposed Enhanced Core System on the household income base (which displays census blocks where the household income is < \$38,000, a definition for economically challenged population).

All four of the candidate BRT corridors provide access to proposed SunRail stations. SR 50 and US 192 provide east-west connections to the SunRail corridor, which runs north-south through the region. SR 436 provides east-west connection from the west to the Altamonte Springs station, while providing north-south connection from areas south of this proposed SunRail station. US 441 provides access to SunRail at both the Orlando CBD stations as well as to the Kissimmee Amtrak station. The US 192 corridor also provides access to the Kissimmee station.

Given this information, we can then prioritize the candidate BRT corridors based on service to the transit-dependent population. Our preliminary recommendation for further analysis of BRT implementation is provided in the table below.

**Table 4**

***Candidate BRT Corridors Preliminary Prioritization***

<b>BRT Corridor</b>	<b>Residents w/ HH Income &lt;\$38,000 *</b>	<b>Recommended Prioritization</b>
SR 50	101,412	1
SR 436	92,185	2
US 441	90,573	3
US 192	58,205	4

*\* Note: 2000 Census Tract data for tracts directly adjacent to corridor.*

### 3.2 BRT System Assumptions

For purposes of this planning effort, we have identified the following BRT system assumptions:

- Stops every half mile or mile based on adjacent land use and corridor characteristics
- Transfer stations at the intersection of BRT routes with other BRT routes, with Primary Transit Bus routes, and with proposed SunRail stations
- Dedicated running ways within FDOT right-of-way
- 10-foot wide running way; up to 14 feet wide at stations
- Signal priority and queue jump lanes where possible
- 60-foot articulated vehicles with a capacity of 90 riders; on-board room for several cyclists with bikes
- Branding elements including name and logo, designated color scheme for units, stations and running ways
- Median or curb-side stations with “near-level” boarding
- 10 minute headways during weekdays; 20 minutes during nights and weekends
- Electronic fare collection

### 3.3 BRT Cost Assumptions

Cost assumptions for the major components are as follows:

- 63-foot articulated BRT unit: \$1,050,000
- Standard BRT stop shelter: \$25,000
- BRT transfer station (w/ full ITS): \$1,500,000
- Maintenance facility (See Appendix A): \$9,050,000

It is recognized that there are numerous implementation issues and constraints that may invalidate the above assumptions, or may significantly impact the cost. The more prevalent and significant issues include constrained right-of-way along portions of corridors, and the ability to construct and operate queue jumper lanes at intersections.

### 3.4 BRT Stations and Stops

One of the assumptions used in this planning process is the spacing of BRT stops. There is obviously a trade-off between the convenience of frequent stop locations and the overall travel time. This memo evaluates standard BRT stops at intervals of one-half mile, and at one mile. The one-way route distance for each candidate BRT corridor is as follows:

- SR 50 (Oakland to Alafaya Trail) – 22 miles one way, 44 miles total
- SR 436 (Apopka to OIA) – 19 miles one way, 38 miles total
- US 441 (Apopka to Kissimmee) – 30 miles one way, 60 miles total
- US 192 (Clermont to St. Cloud) – 26 miles one way, 52 miles total

A shelter would be located on each side of the roadway, so the total number of shelters would be two times the total one-way route distance, based on the spacing. Netting out transfer stations (which are identified below), the cost of a stop shelter for each candidate BRT corridor is calculated below.

**Table 5 – BRT Stop Shelter Costs**

Candidate BRT Corridor	No. of Shelters		Shelter Cost (@ \$25,000 ea.)	
	Half-mile	One mile	Half-mile	One mile
SR 50 - Oakland to Alafaya Tr.	68	34	\$1,700,000	\$850,000
SR 436 – Apopka to OIA	56	28	\$1,400,000	\$700,000
US 441 – Apopka to Kissimmee	52	26	\$1,300,000	\$650,000
US 192 – Clermont to St. Cloud	50	25	\$1,250,000	\$625,000

**BRT Transfer Stations:**

- BRT to/from Premium Transit Bus
  - SR 436 & US 17/92
  - US 441 & Silver Star Road
  - LYNX Central Station
  - US 441 & Oak Ridge Road
  - SR 50 West and Clark Road
  - SR 50 West and Hiwassee Road
  - Alafaya Trail & Avalon Park/Innovation Way/Medical City route
- BRT to BRT
  - SR 436 & SR 50 East
  - LYNX Central Station
  - Kissimmee US 441 & US 192
- BRT to/from CRT
  - SR 436 Altamonte Springs
  - LYNX Central Station
  - Kissimmee Intermodal Station

**New Superstop/Transfer stations required:**

- SR 436 & SR 50
- SR 436 & US 17/92
- US 441 & Silver Star Road
- LYNX Central Station (incorporate with proposed SunRail station)
- US 441 & Oak Ridge Road
- SR 50 West and Clark Road
- SR 50 West and Hiwassee Road

Transfer stations proposed by others

- Altamonte Springs SunRail Station on SR 436 at CR 427
- LYNX Central Station for SunRail and local/regional bus
- Kissimmee Amtrak Station for SunRail, heavy rail, and local/regional bus

Maintenance facility – The existing LYNX Operational Center has several pull through maintenance bays that would be able to accommodate the proposed 60-foot articulated BRT units. It is recommended that a new maintenance facility or expansion at the existing facility to accommodate additional BRT units be investigated within the next five years (by 2014).

Ridership –

- Current weekday ridership (April 2009) = 76,444
  - Ridership on Primary Corridors links = 38,475
  - Ridership on candidate BRT links = 17,268

### 3.5 BRT Units Required

The methodology used for calculating the required number of BRT units for each candidate BRT corridor includes assumptions about average overall speed along a route, the route distance, and the targeted headway frequency. Using these factors, we have developed for planning purposes the required BRT units to service each BRT corridor. The methodology assumptions used are presented below.

- Speed: The *Transit Capacity and Quality of Service Manual, 2<sup>nd</sup> Edition* notes that running times and overall BRT speed are influenced by various elements, including type of running way, average station/stop spacing, and average dwell time per stop. Using an average dwell time of 45 seconds per stop, we will calculate the average travel speed under two scenarios: a stop every half mile, and a stop every mile. This comparison will provide information on the impact of stop spacing on overall route service time and on the number of required BRT units. The average route speed for these two conditions is as follows:
  - Half-mile spaced stops – 18 mph
  - One mile spaced stops – 27 mph
- Route Distance: The one-way route distance for each candidate BRT corridor is as follows:
  - SR 50 (Oakland to Alafaya Trail) – 22 miles
  - SR 436 (Apopka to OIA) – 19 miles
  - US 441 (Apopka to Kissimmee) – 30 miles
  - US 192 (Clermont to St. Cloud) – 26 miles

- **Route Duration:** The total time to complete a one-way route is the route miles divided by the assumed total speed (including passenger stops). Each route duration time is rounded up to the nearest quarter hour to account for speed and passenger loading/unloading variability. For example, for SR 50, the calculation for travel time with stops every half mile is 22 miles / 18 mph = 1.22 => rounded to 1.25 hours = 75 minutes. The candidate BRT route durations are provided in Table 6.

**Table 6 - Route Travel Duration Time (one way)**

Candidate BRT Corridor	Station/Stop Spacing	
	Half-mile	One mile
SR 50 - Oakland to Alafaya Tr.	75 min.	60 min.
SR 436 – Apopka to OIA	60 min.	45 min.
US 441 – Apopka to Kissimmee	105 min.	75 min.
US 192 – Clermont to St. Cloud	90 min.	60 min.

The number of BRT units required for each corridor may now be calculated **for 10 minute headways**. The calculation for the number of units is the one-way travel time divided by the 10 minute headway (rounded up to the next whole ten-minute period), multiplied by 2.

**Table 7 - BRT Units Required**

BRT Corridor	One Way Travel time (Half-mile / One mile stops)	BRT Units (Half-mile / One mile stops) *
SR 50	75 / 60 min.	16 / 12
SR 436	60 / 45 min.	12 / 10
US 441	105 / 75 min.	22 / 16
US 192	90 / 60 min.	18 / 12
<b>TOTAL</b>		<b>68 / 50</b>

*\*Note: Represents two-way service along the corridor*

A more thorough review of the current and projected ridership information should be conducted as part of the LRTP Study. In addition, cost estimates for the operation and maintenance of the BRT system based on a phased implementation should be prepared within the LRTP Study. Detailed alighting and boarding information compiled from the APC data will assist in detailing specific BRT segment prioritization. Further, projected alighting and boarding and ridership information from the SunRail projections would also provide additional guidance.

## 4.0 Feeder Transit Services

The implementation of BRT service along SR 436, US 441, SR 50, and US 192 combined with Premium Transit Service along US 17/92, Silver Star Road, Hiawasse/Kirkman Roads, and the Link 8 and Link 111 routes will displace the majority of the LYNX fixed route system. This corridor-centric system requires a supporting feeder transit system which provides neighborhood and community access to the regional transit system. The transit service classifications of Deviated Fixed Route and Flex Route which utilize smaller vehicles (less than 35-foot) will provide this support.

The Functional Core System developed previously within this 5 Year Service Plan identified links that served the 14 primary corridors and links that had over 1,000 daily ridership volumes. These links accounted for over 75% of the total annual operating expense of all LYNX services. The remaining links include local fixed route and contracted routes. The flex bus PickUpLine services were not analyzed as part of the Core System.

Development of a feeder system to the BRT and the Primary Transit routes will be required as part of future operational analyses dependent upon a phasing and implementation schedule directed by LYNX staff. For purposes of the 5 Year Service Plan, we have projected year 2014 fixed route expense estimates that can be segregated into the candidate BRT links and the premium Transit Service links. Exhibit 2 provides this assessment.

The table provides an estimate of the percentage of the total link mileage that occurs on the major corridor served. For example, Link 1 serves SR 436 for a portion of its total route, and that portion is 20 percent. The remaining 80% of the route may be considered “feeder” mileage to access SR 436. Using this methodology, the operating expense of the link is split between the percent of expense used on the major corridor, and the percent of expense that may be assumed to be on other roadways that feed the major corridor.

The sole objective of this assessment is to estimate the percentage of operating expense that is projected to be available for the feeder service. This analysis is based on the current route structure and service levels, which would require modifications to implement BRT and Premium Transit Service. The results are summarized in the following table.

**Table 8 – Year 2014 Expense Estimates – Major Corridors & Feeders**

	Total Expense	Major Corridor Expense	Feeder Expense
BRT Candidate Links	\$21,492,469	\$21,348,577	\$143,892
Premium Transit Service Links	\$23,555,688	\$21,952,477	\$1,603,211
Other Links	\$53,385,760	\$15,476,868	\$34,908,892
<b>TOTALS</b>	<b>\$98,433,917</b>	<b>\$58,777,922</b>	<b>\$39,655,995</b>

Source: 2014 Financial Model, SGA Associates, January 2010; RS&H Analysis

This assessment indicates the following projections for the year 2014 (given the existing route service levels):

- 59.7% (\$58.78 million) of the projected year 2014 operating expenses would be used to service the major corridors
- Of that amount, 73.7% (\$43.3 million) would be BRT and Premium Transit Service
- 40.3% (\$39.65 million) is projected to be available for feeder services.

## 5.0 Conclusion

The future year 2014 Enhanced Core System is anticipated to be characterized as a Primary Corridor and Feeder system, whereby frequent headways and premium service is provided via BRT and fixed route buses along the area's major corridors (including SR 436, US 441, SR 50, US 192, US 17/92, Clark and Silver Star Roads, Hiawassee and Kirkman Roads). Supporting this regional backbone would be a feeder system of smaller buses and vehicles operating along fixed routes, deviated fixed routes, and flexible service areas. This feeder system would provide access and connectivity from neighborhoods and communities to the regional transit system.

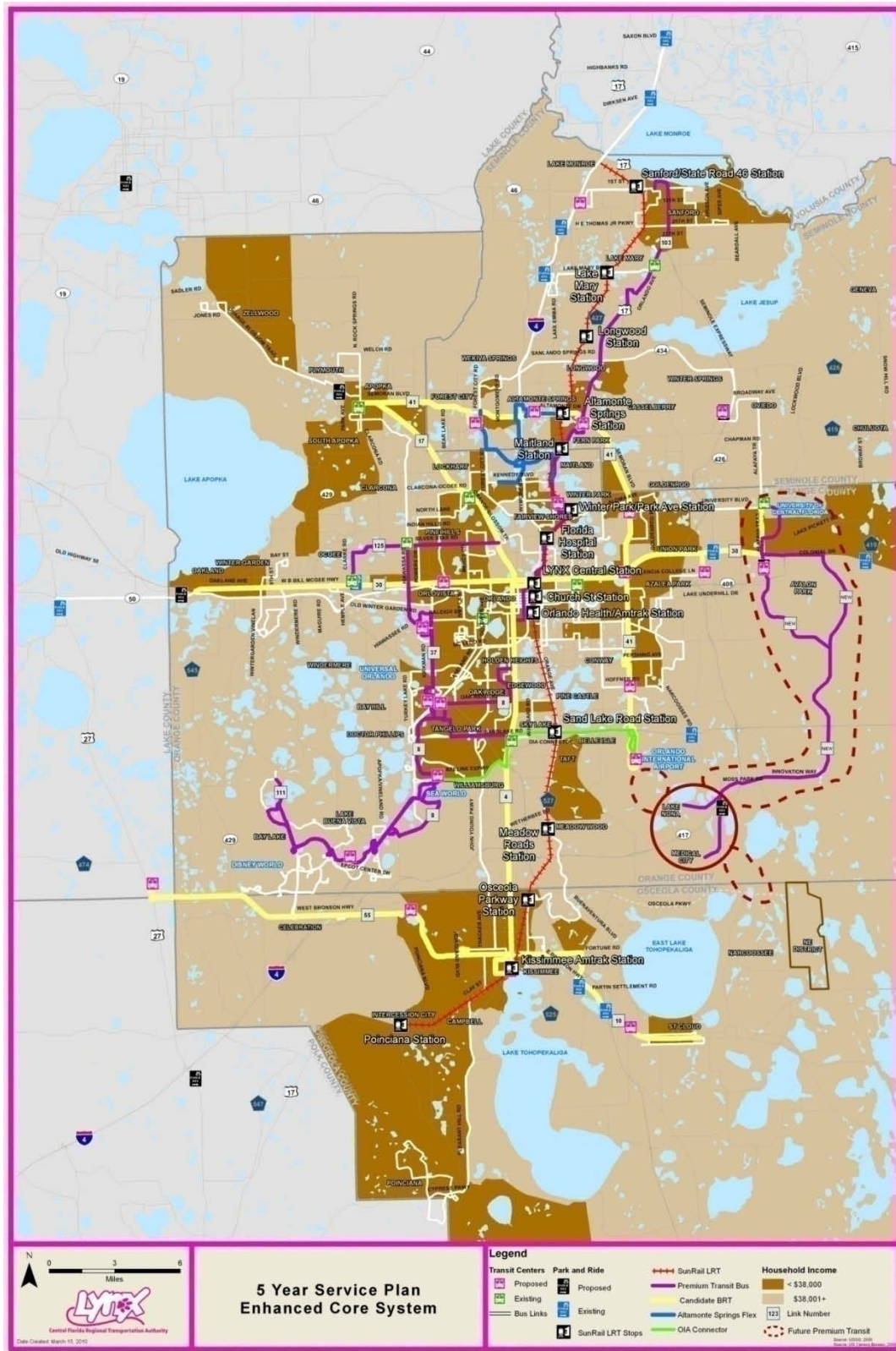
Capital improvements to support the BRT and Premium Transit Service links are anticipated to include new bus units, improved shelters, transfer stations with electronic information systems, and potentially a new maintenance facility. It is anticipated that the feeder service would utilize smaller vehicles, which have both a reduced capital cost as well as lower operating costs compared to a standard 40-foot bus.

Attachment: Exhibit 1 – Enhanced Core System map

Exhibit 2 – Year 2014 Cost Estimates by Link



# EXHIBIT 1 - Enhanced Core System Map



## EXHIBIT 2 - Year 2014 Cost Estimates By Link

YEAR 2014 COST ESTIMATES BY LINK							
BRT CANDIDATE LINKS					\$ 21,492,469.07	\$ 21,348,577.74	\$ 143,891.34
PREMIUM TRANSIT SERVICE LINKS					\$ 23,555,688.00	\$ 21,952,477.46	\$ 1,603,210.54
					<b>\$ 43,301,055.20</b>	<b>\$ 1,747,101.87</b>	
Link	Link Name	Percent Corridor	Percent Feeder	Corridor Served/Notes	Total Expense	Corridor Expense	Feeder Expense
1	WINTER PARK/ALTAMONTE SPRINGS	20%	80%	SR 436	\$ 539,024.59	\$ 107,804.92	\$ 431,219.68
3	LAKE MARGARET	0%	100%		\$ 1,340,861.58	\$ -	\$ 1,340,861.58
4	SOUTH US 441/KISSIMMEE	100%	0%	OBT	\$ 5,187,383.71	\$ 5,187,383.71	\$ -
6	DIXIE BELLE	20%	80%	SR 436	\$ 503,716.37	\$ 100,743.27	\$ 402,973.10
7	S ORANGE AVE/FLORIDA MALL	0%	100%		\$ 1,022,084.65	\$ -	\$ 1,022,084.65
8	W OAK RIDGE RD/INTL DR	100%	0%		\$ 6,568,527.26	\$ 6,568,527.26	\$ -
9	WINTER PARK/ROSEMONT	0%	100%		\$ 935,981.45	\$ -	\$ 935,981.45
10	EAST US 192/ST CLOUD	90%	10%	US 192	\$ 1,438,913.35	\$ 1,295,022.02	\$ 143,891.34
11	S ORANGE AVE/ORLANDO INTL AIRP	0%	100%		\$ 1,736,864.59	\$ -	\$ 1,736,864.59
13	UNIVERSITY OF CENTRAL FLORIDA	0%	100%		\$ 1,711,219.43	\$ -	\$ 1,711,219.43
14	CALVARY TOWERS	0%	100%		\$ 190,187.60	\$ -	\$ 190,187.60
15	CURRY FORD RD/VCC EAST	0%	100%		\$ 2,211,066.57	\$ -	\$ 2,211,066.57
17	NORTH US 441/APOPKA	100%	0%	US 441	\$ 2,081,291.38	\$ 2,081,291.38	\$ -
18	S ORANGE AVE/KISSIMMEE	10%	90%	US 192	\$ 1,932,590.52	\$ 193,259.05	\$ 1,739,331.47
20	MALIBU/MERCY DR.	10%	90%	Silver Star Road	\$ 934,971.06	\$ 93,497.11	\$ 841,473.95
21	CARVER SHORES	30%	70%	Kirkman Drive	\$ 3,166,425.69	\$ 949,927.71	\$ 2,216,497.98
23	WINTER PARK/SPRING VILLAGE	10%	90%	SR 436	\$ 889,080.81	\$ 88,908.08	\$ 800,172.73
24	MILLENNIA	0%	100%		\$ 372,055.90	\$ -	\$ 372,055.90
25	MERCY DRIVE /SHADER RD	10%	90%	SR 50	\$ 1,387,041.12	\$ 138,704.11	\$ 1,248,337.00
26	PLEASANT HILL RD	10%	90%	US 192	\$ 916,827.40	\$ 91,682.74	\$ 825,144.66
28	E COLONIAL DR/AZALEA PARK	80%	20%	SR 50 / SR 436	\$ 1,470,198.52	\$ 1,176,158.81	\$ 294,039.70
29	E COLONIAL DR/GOLDENROD	80%	20%	SR 50 / SR 436	\$ 1,527,795.50	\$ 1,222,236.40	\$ 305,559.10
30	COLONIAL DR CROSSTOWN	100%	0%	SR 50	\$ 4,876,936.94	\$ 4,876,936.94	\$ -
34	SANFORD/GOLDSBORO	10%	90%	US 17/92	\$ 533,225.14	\$ 53,322.51	\$ 479,902.63
36	LAKE RICHMOND	0%	100%		\$ 1,157,266.48	\$ -	\$ 1,157,266.48
37	PARK PROMENADE/FLORIDA MALL	100%	0%		\$ 3,145,259.74	\$ 3,145,259.74	\$ -
38	DOWNTOWN ORLANDO/INTL DR	30%	70%	I-Drive	\$ 1,106,609.14	\$ 331,982.74	\$ 774,626.40
40	AMERICANA BLVD/UNIVERSAL ORLAN	20%	80%	Rio Grande/Kirkman	\$ 1,687,666.45	\$ 337,533.29	\$ 1,350,133.16
41	STATE ROAD 436	100%	0%	SR 436	\$ 5,158,165.90	\$ 5,158,165.90	\$ -
42	INTL DR/ORLANDO INTL AIRPORT	70%	30%	I-Drive/Oak Ridge/OIA	\$ 4,611,523.85	\$ 3,228,066.70	\$ 1,383,457.16
44	CLARCONA/ZELLWOOD	0%	100%	<US 441 outside of corridor>	\$ 1,061,932.48	\$ -	\$ 1,061,932.48
45	LAKE MARY	0%	100%		\$ 507,223.01	\$ -	\$ 507,223.01
46E	R46/MIDWAY	0%	100%		\$ 388,124.66	\$ -	\$ 388,124.66
46W	SR 46/SEMINOLE TOWN CENTER	0%	100%		\$ 397,578.12	\$ -	\$ 397,578.12
48	W COLONIAL DR/PARK PROMENADE	80%	20%	SR 50 / Silver Star	\$ 1,373,662.22	\$ 1,098,929.77	\$ 274,732.44
49	W COLONIAL DR/PINE HILLS	60%	40%	SR 50	\$ 1,382,585.52	\$ 829,551.31	\$ 553,034.21
50	DOWNTOWN ORLANDO/MAGIC KINGDOM	60%	40%	I-Drive	\$ 3,727,941.29	\$ 2,236,764.77	\$ 1,491,176.52
51	CONWAY/ORLANDO INTL AIRPORT	20%	80%	SR 436	\$ 1,228,147.63	\$ 245,629.53	\$ 982,518.11
54	OLD WINTER GARDEN RD	10%	90%	SR 50	\$ 685,757.56	\$ 68,575.76	\$ 617,181.81
55	WEST US 192/FOUR CORNERS	100%	0%	US 192	\$ 2,749,777.80	\$ 2,749,777.80	\$ -
56	WEST US 192/MAGIC KINGDOM	90%	10%	US 192	\$ 3,041,995.66	\$ 2,737,796.09	\$ 304,199.57
57	JOHN YOUNG PARKWAY	0%	100%		\$ 1,157,927.34	\$ -	\$ 1,157,927.34
58	SHINGLE CREEK	40%	60%	I-Drive	\$ 364,480.23	\$ 145,792.09	\$ 218,688.14
102	ORANGE AVE/SOUTH US 17/92	100%	0%	US 17/92	\$ 3,185,086.50	\$ 3,185,086.50	\$ -
103	NORTH US 17-92 SANFORD	100%	0%	US 17/92	\$ 2,877,589.82	\$ 2,877,589.82	\$ -
111	OIA/DOWNTOWN DISNEY	100%	0%		\$ 4,572,803.59	\$ 4,572,803.59	\$ -
125	SILVER STAR RD CROSSTOWN	50%	50%	Silver Star Road	\$ 3,206,421.08	\$ 1,603,210.54	\$ 1,603,210.54
313	VA CLINIC/O.C. ADMIN	0%	100%		\$ 558,188.03	\$ -	\$ 558,188.03
319	RICHMOND HTS/RICHMOND ESTATES	0%	100%		\$ 1,999,085.23	\$ -	\$ 1,999,085.23
405	APOPKA CIRCULATOR	0%	100%		\$ 565,388.00	\$ -	\$ 565,388.00
426	POINCIANA	0%	100%	<April 2010 to be Circulator>	\$ 400,392.80	\$ -	\$ 400,392.80
434	STATE RD 434 CROSSTOWN	0%	100%		\$ 1,646,427.87	\$ -	\$ 1,646,427.87
443	LEE RD CROSSTOWN	0%	100%		\$ 1,014,637.57	\$ -	\$ 1,014,637.57
<b>TOTAL</b>					<b>\$ 98,433,916.69</b>	<b>\$ 58,777,921.97</b>	<b>\$ 39,655,994.72</b>

## **APPENDIX B - Summary of Public Outreach Efforts**

As part of the development of this Annual Update, LYNX conducted a number of Public Workshops to elicit comment. Additionally, LYNX customers could submit comments via the LYNX website, and through the Customer Service phone line. Notices for the Public Workshops were published in the Orlando Sentinel (Orange, Osceola and Seminole editions) and El Sentinel. The following Public Workshops were conducted:

### **LYNX Central Station (Terminal Lobby) 455 N Garland Ave, Orlando, FL 32801**

Monday, June 20 2011, 3:00 p.m. – 7:00 p.m.

Wednesday, June 22, 2011, 7:00 a.m. – 11:00 a.m.

Saturday, June 25, 2011, 10:00 a.m. – 2:00 p.m.

### **Seminole Centre Super Stop, 3653 S Orlando Dr, Sanford, FL 32773**

Tuesday, June 21, 2011, 7:00 a.m. – 11:00 a.m.

Thursday June 23, 2011, 3:00 p.m. – 7:00 p.m.

### **Osceola Square Mall Super Stop, Armstrong Blvd and W. Columbia Ave, Kissimmee, FL 34741**

Tuesday, June 21, 2011, 3:00 p.m. – 7:00 p.m.

Thursday June 23, 2011, 7:00 a.m. – 11:00 a.m.

**Consent Agenda Item #6.D. vi**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)  
Ed Velez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Miscellaneous  
Authorization to Auction Surplus Equipment and Obsolete Bus Parts

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus items as identified on the attached list.

**BACKGROUND:**

It is LYNX' policy to hold an annual auction to dispose of Board approved surplus assets. This year's auction is scheduled for August 7, 2011. The following surplus items require authorization for retirement and disposal at the public auction:

**Revenue Vehicles and Components:**

Twenty (20) revenue vehicles (buses, engines, transmissions,) and two (2) support vehicles with a total net book value of \$7,918.

**Furniture, Fixtures and Equipment:**

Surplus and obsolete furniture, fixtures, equipment, and software including computers, telephones, copiers, printers, forklifts, and with a total net book value of \$3,047.

**Buildings and Shelters:**

Surplus obsolete shelters and benches with a total net book value of zero dollars.

**Van Pool Vans:**

Seven (7) Dodge vans with zero net book value.

**Obsolete Bus Parts:**

Also, LYNX’ staff have identified several **obsolete bus parts** for retired Gillig buses with Detroit Diesel Series 50, Cummins M11 engines and ZF 5HP 590 transmissions. LYNX’ current fleet of buses is equipped with Cummins ISL engines, Voith D864.5 and ZF6HP-594C transmissions. The total acquisition value of the obsolete items is \$88,283.

**FISCAL IMPACT:**

The total net book value of the surplus items is \$10,965. The net proceeds from this sale will be included in LYNX’ non-operating revenue or in amounts due to the Federal Transit Administration (FTA), whichever is applicable in FY2011.

**Surplus Equipment:**

System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
526	77058STSA003	BS	INSTALLATION OF SHELTERS	10	3/31/1977	1,529.00	\$0.00	\$0.00
525	77019STSA002	BS	INSTALLATION OF SHELTERS	10	2/9/1977	2,068.00	\$0.00	\$0.00
524	76058STSA001	BS	BUS SHELTER	10	1/23/1976	19,720.00	\$0.00	\$0.00
<b>BS Total</b>						<b>\$23,317.00</b>		
4238	1905	CE	DESIGNJET 755CM PLOTTER	5	4/23/1998	7,583.00	\$0.00	\$0.00
<b>CE Total</b>						<b>\$7,583.00</b>		
4936	1678	FE	PR87 TESTER FOR ECOMAT TRANSMISSION 24 VOLT W/2 EST 18 MASKS	3	4/8/1999	3,212.40	\$0.00	\$0.00
4060	98316BFE5014	FE	SECURITY SYSTEM W/2 CAMERAS & PRINTER	5	1/8/1998	3,600.00	\$0.00	\$0.00
13259	9291	FE	Ceridian Proximity Reader	5	12/4/2009	2,295.00	\$1530.00	\$1,530.00
12095	7810	FE	Gemini 15000 Heavy Duty 2 Post Lift	5	9/30/2007	6,500.00	\$1516.67	\$1516.67
10984	7339	FE	Computer, Dell GX620	5	7/31/2006	1,148.35	\$0.00	\$0.00
10970	7325	FE	Computer, Dell GX620	5	7/31/2006	1,148.35	\$0.00	\$0.00
10969	7324	FE	Computer, Dell GX620	5	7/31/2006	1,148.35	\$0.00	\$0.00
10958	7313	FE	Computer, Dell GX620	5	7/31/2006	1,148.35	\$0.00	\$0.00
10948	7303	FE	Computer, Dell GX620	5	7/31/2006	1,148.35	\$0.00	\$0.00
10936	7089	FE	Computer, Dell GX620	5	6/30/2006	1,483.73	\$0.00	\$0.00
10929	7082	FE	Computer, Dell GX620	5	6/30/2006	1,483.73	\$0.00	\$0.00

System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
10924	7077	FE	Computer, Dell GX620	5	6/30/2006	1,483.73	\$0.00	\$0.00
10919	7072	FE	Computer, Dell GX620	5	6/30/2006	1,483.73	\$0.00	\$0.00
10911	7064	FE	Computer, Dell GX620	5	6/30/2006	1,483.73	\$0.00	\$0.00
9952	7002	FE	Computer, OptiPlex GX620	5	3/31/2006	1,601.04	\$0.00	\$0.00
9949	6999	FE	Computer, OptiPlex GX620	5	3/31/2006	1,601.04	\$0.00	\$0.00
9913	6956	FE	Computer, OptiPlex GX520	5	2/28/2006	1,085.30	\$0.00	\$0.00
9176	4979	FE	SERVER-DELL PWREDGE 2850	5	7/20/2005	2,406.00	\$0.00	\$0.00
9077	4862	FE	Robiniar - A/C Recovery/Recycle	5	6/14/2005	4,695.00	\$0.00	\$0.00
8944	4734	FE	TORQUE WRENCH-PNEUMATIC	5	3/30/2005	5,225.00	\$0.00	\$0.00
8923	4713	FE	Copier-Toshiba Digital Color	5	2/9/2005	9,000.00	\$0.00	\$0.00
8922	4712	FE	Copier-Toshiba Digital Color	5	2/9/2005	9,000.00	\$0.00	\$0.00
8920	4710	FE	Copier-Toshiba Digital Color	5	2/9/2005	9,000.00	\$0.00	\$0.00
8919	4709	FE	Copier-Toshiba Digital Color	5	2/9/2005	9,000.00	\$0.00	\$0.00
8918	4708	FE	Copier-Toshiba Digital Color	5	2/9/2005	9,400.00	\$0.00	\$0.00
8921	4711	FE	Copier-Toshiba Digital Color	5	2/3/2005	9,000.00	\$0.00	\$0.00
9148	4929	FE	NuTech Sec. Sys. Work Station	5	11/30/2004	2,100.00	\$0.00	\$0.00
8398	4100	FE	UPS2200VA	5	11/3/2004	982.88	\$0.00	\$0.00
8397	4099	FE	UPS2200VA	5	11/3/2004	982.88	\$0.00	\$0.00
8393	4095	FE	Arrow Board-Tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8392	4094	FE	Arrow Board-Tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8391	4093	FE	Arrow Board-Tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8390	4092	FE	Arrow Board-tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8389	4091	FE	Arrow Board-Tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8388	4090	FE	Arrow Board Tilt Option Light Bar	5	10/15/2004	1,846.55	\$0.00	\$0.00
8158	3935	FE	Server - PwrEdge 2650	5	5/31/2004	3,559.70	\$0.00	\$0.00
7463	3861	FE	Power Supply (PwrEdg6600)	5	9/11/2003	810.00	\$0.00	\$0.00
7461	3859	FE	Server - PowerEdge 2650	5	9/11/2003	4,765.00	\$0.00	\$0.00
7388	3790	FE	Kent Moore World Tansmission PinOut & BreakOut Box	5	7/10/2003	2,822.30	\$0.00	\$0.00
7384	3786	FE	ProLink Plus	5	7/10/2003	776.43	\$0.00	\$0.00
7390	3793	FE	Kent Moore DDEC Sensor	5	7/3/2003	304.41	\$0.00	\$0.00
7389	3792	FE	Kent Moore DDEC Sensor	5	7/3/2003	304.42	\$0.00	\$0.00
7361	3763	FE	Printer - HP LaserJet 4300TN&Tray	5	5/30/2003	2,110.47	\$0.00	\$0.00
7357	3778	FE	Thermometer - Infrared Raytex	5	5/30/2003	621.00	\$0.00	\$0.00
7350	3758	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.86	\$0.00	\$0.00
7349	3757	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.86	\$0.00	\$0.00

System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
7348	3756	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.86	\$0.00	\$0.00
7347	3755	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.86	\$0.00	\$0.00
7346	3754	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.86	\$0.00	\$0.00
7345	3753	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7344	3752	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7343	3751	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7342	3700	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7341	3699	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7340	3698	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7339	3697	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7338	3696	FE	Terminal -Point of Sale (ORANGES)	7	4/17/2003	446.87	\$0.00	\$0.00
7249	3694	FE	Server - PowerEdge 2650	5	3/14/2003	5,023.00	\$0.00	\$0.00
7023	3588	FE	COPIER - DIGITAL	5	9/30/2002	7,028.98	\$0.00	\$0.00
6842	3531	FE	Lift - U Controller, Blue	5	8/31/2002	877.77	\$0.00	\$0.00
6838	3527	FE	Diagnostic Link, FDDA DD DL Kir v4.1	5	8/27/2002	1,336.50	\$0.00	\$0.00
6376	3074	FE	UPS - Smart 3000VA	5	2/7/2002	1,183.00	\$0.00	\$0.00
6273	3025	FE	PRINTER-HEWLETT PACKARD LASERJET 4100	5	11/9/2001	1,759.00	\$0.00	\$0.00
6140	2909	FE	ROBINAIR RECOVERY RECYCLE & RECHARGING MACHINE	3	9/30/2001	5,603.60	\$0.00	\$0.00
6130	2901	FE	PROJECTOR-PROXIMA	5	9/20/2001	5,820.00	\$0.00	\$0.00
5937	2786	FE	SAND BLAST CABINET WITH MANUAL TURNTABLE	3	5/31/2001	1,298.00	\$0.00	\$0.00
5590	2623	FE	CURRENCY COUNTER MACHINE	5	9/28/2000	1,407.24	\$0.00	\$0.00
5468	2517	FE	RETRACTABLE 50 CORD REEL BAY #5"	3	6/15/2000	1,033.00	\$0.00	\$0.00
5441	2449	FE	DRILL BIT SHARPENER	3	4/27/2000	353.60	\$0.00	\$0.00
5139	1791	FE	EXECUTIVE HIGH BACK CHAIR	5	9/29/1999	310.00	\$0.00	\$0.00
4935	1677	FE	TERMINAL TESTER 68 POLE	3	4/8/1999	2,675.46	\$0.00	\$0.00
4934	1676	FE	TERMINAL TESTER 68 POLE	3	4/8/1999	2,675.46	\$0.00	\$0.00
5214	1875	FE	TEST CABLES FOR TST SOLENOID	3	3/19/1999	804.06	\$0.00	\$0.00
4816	1520	FE	FULL BACK EXEC CHAIR(EGGPLANT)	5	12/11/1998	324.10	\$0.00	\$0.00
4797	1504	FE	MAGNETIA LEATHER EXEC. CHAIR	5	11/12/1998	428.00	\$0.00	\$0.00
4536	2366	FE	CHAIR	5	9/30/1998	317.05	\$0.00	\$0.00
4697	1859	FE	AMMCO BRAKE LATHE	5	8/31/1998	5,620.00	\$0.00	\$0.00
4230	98315SMG529	FE	TRAILER	5	4/23/1998	2,595.00	\$0.00	\$0.00
5510	1844	FE	WESLEY PALLET JACK	3	7/3/1997	620.00	\$0.00	\$0.00
3738	1872	FE	CLARKE 1.5HP BURNISHER	3	6/19/1997	1,567.28	\$0.00	\$0.00

System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
3728	1871	FE	LANDA 5HP HOT WATER PRESSURE WASHER	3	6/12/1997	2,436.75	\$0.00	\$0.00
3724	1895	FE	SNAP ON WHEEL SPIN BALANCER	3	6/12/1997	5,661.56	\$0.00	\$0.00
1098	17 B	FE	FORKLIFT, CLARK #17	3	3/23/1995	9,650.00	\$0.00	\$0.00
1092	17 A	FE	FORKLIFT, CLARK #17	3	2/9/1995	20,000.00	\$0.00	\$0.00
1477	93204SFE5122	FE	CURRENCY COUNTER	5	8/6/1993	1,006.50	\$0.00	\$0.00
768	2062	FE	BATTERY LOAD TESTER BVA-36, AUTOMETER	3	11/7/1991	1,356.00	\$0.00	\$0.00
2166	91156LEF5190	FE	DESK, WOOD	5	10/31/1991	1,044.70	\$0.00	\$0.00
758	2344	FE	DUPM232 BRONCO PAINT SHAKER	3	4/4/1991	477.40	\$0.00	\$0.00
539	85028SFR5011	FE	1 BRANDT COIN COUNTER SYST.	5	7/8/1985	12,505.35	\$0.00	\$0.00
681	4990	FE	BRAKE LATHE W/ACCESSORIES, STAR 53-DS	10	2/5/1985	27,979.00	\$0.00	\$0.00
678	2493	FE	20 DOUBLE TIER LYONS LOCKERS 522-3	10	1/21/1985	2,630.92	\$0.00	\$0.00
651	76019STGA043	FE	STEEL LATHE, SOUTHBEND	10	10/7/1976	2,662.00	\$0.00	\$0.00
609	4989	FE	BRAKE LATHE, STAR 53-DS	10	4/24/1974	10,270.21	\$0.00	\$0.00
<b>FE Total</b>						<b>\$285,149.72</b>		
9160	24525	ov	VAN 2006 FORD 6350 12 PASSENGER	4	7/25/2005	19,482.00	\$0.00	\$0.00
5947	86	OV	2001 FORD CROWN VICTORIA	4	5/31/2001	21,362.00	\$0.00	\$0.00
5719	15730	OV	2000 DODGE MAXIVAN 15 PASSENGER	4	9/30/2000	28,340.85	\$0.00	\$0.00
5567	15917	OV	2000 DODGE MAXIVAN	4	9/30/2000	28,940.85	\$0.00	\$0.00
5029	74	OV	1999 FORD CROWN VICTORIA(SILVER)	7	6/16/1999	20,479.00	\$0.00	\$0.00
5027	13791	OV	1999 DODGE 14 PASSENGER VAN(WHITE)	4	6/9/1999	29,238.85	\$0.00	\$0.00
4283	11775	OV	98 DODGE VAN - 12 PASSENGER	4	8/7/1998	29,219.00	\$0.00	\$0.00
4272	11767	OV	98 DODGE RAM MAXIVAN - 12 PASSENGER	4	7/30/1998	29,219.00	\$0.00	\$0.00
4273	11768	OV	98 DODGE RAM MAXIVAN - 12 PASSENGER	4	7/23/1998	29,219.00	\$0.00	\$0.00
<b>OV Total</b>						<b>\$235,500.55</b>		
12111	349BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12105	350BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12062	393BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12060	353BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12059	351BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12057	387BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12053	352BB	RV	Tranmission	4	9/30/2007	2,504.25	\$104.35	\$104.35
12044	357BB	RV	Tranmission	4	9/30/2007	10,540.00	\$439.17	\$439.17
12029	358BB	RV	TRANSMISSION, PRECISION REBUILT 5HP590	4	9/30/2007	12,115.35	\$504.80	\$504.80



System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
12023	351AA	RV	ENGINE, CUMMINS REBUILT M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12020	353AA	RV	ENGINE, CUMMINS REBUILT M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12019	352AA	RV	ENGINE, CUMMINS REBUILT M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12014	358AA	RV	ENGINE, CUMMINS REBUILT M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12012	357AA	RV	ENGINE, CUMMINS REBUILT M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12010	288AA	RV	ENGINE, CUMMINS REBUILT ENGINE M-11	4	9/30/2007	14,060.00	\$585.83	\$585.83
12006	347AA	RV	ENGINE, FDDA NORTH REBUILT S50	4	9/30/2007	17,276.00	\$719.83	\$719.83
11284	364B	RV	Transmission, ZF 5HP590	4	9/30/2006	9,794.78	\$0.00	\$0.00
11283	362B	RV	Transmission, ZF 5HP590	4	9/30/2006	9,091.81	\$0.00	\$0.00
11282	355B	RV	Transmission, ZF 5HP590	4	9/30/2006	10,540.00	\$0.00	\$0.00
11280	349B	RV	Transmission, ZF 5HP590	4	9/30/2006	13,557.16	\$0.00	\$0.00
11273	328B	RV	Transmission, Allison B400	4	9/30/2006	5,482.50	\$0.00	\$0.00
11246	354A	RV	Engine, Cummins M-11	4	9/30/2006	14,060.00	\$0.00	\$0.00
11245	355A	RV	Engine, Cummins M-11	4	9/30/2006	14,060.00	\$0.00	\$0.00
11243	356A	RV	Engine, Cummins M-11	4	9/30/2006	14,060.00	\$0.00	\$0.00
11242	361A	RV	Engine, Cummins M-11	4	9/30/2006	14,060.00	\$0.00	\$0.00
11239	285A	RV	Engine, Cummins M-11	4	9/30/2006	14,060.00	\$0.00	\$0.00
11236	384A	RV	Engine, Cummins M-11	4	9/30/2006	10,769.45	\$0.00	\$0.00
11235	362A	RV	Engine, Cummins M-11	4	9/30/2006	10,769.45	\$0.00	\$0.00
11226	348A	RV	Engine, Ser 50	4	9/30/2006	17,276.00	\$0.00	\$0.00
11220	329A	RV	Engine, Ser 50	4	9/30/2006	19,895.00	\$0.00	\$0.00
11255	343B	RV	Transmission, ZF 5HP590	4	9/30/2005	12,689.81	\$0.00	\$0.00
11254	280B	RV	Transmission, ZF 5HP590	4	9/30/2005	10,520.67	\$0.00	\$0.00
11253	359B	RV	Transmission, ZF 5HP590	4	9/30/2005	12,782.23	\$0.00	\$0.00
11252	311B	RV	Transmission, ZF 5HP590	4	9/30/2005	12,823.10	\$0.00	\$0.00
11250	342B	RV	Transmission, ZF 5HP590	4	9/30/2005	11,718.31	\$0.00	\$0.00
11249	361B	RV	Transmission, ZF 5HP590	4	9/30/2005	12,978.91	\$0.00	\$0.00
9760	349AA	RV	Rebuilt Engine DD50	4	9/30/2005	14,040.00	\$0.00	\$0.00
9754	359AA	RV	Rebuilt Engine DD50	4	9/30/2005	14,440.00	\$0.00	\$0.00
9752	326AA	RV	Rebuilt Engine DD50	4	9/30/2005	13,407.75	\$0.00	\$0.00
9751	376AA	RV	Rebuilt Engine DD50	4	9/30/2005	13,407.75	\$0.00	\$0.00
9740	350AA	RV	Rebuilt Engine M11	4	9/30/2005	12,987.54	\$0.00	\$0.00
8915	271BB	RV	Rebuilt Transm B400R	4	9/30/2004	5,360.00	\$0.00	\$0.00
8371	276BBB	RV	Rebuilt Transmission 5HP 590	4	9/30/2004	6,025.56	\$0.00	\$0.00
8364	365AA	RV	Rebuilt Cummins M11	4	9/30/2004	13,500.00	\$0.00	\$0.00
8220	372BB	RV	Rebuilt B400R Transmission	4	4/1/2004	4,500.00	\$0.00	\$0.00
8096	356BB	RV	Rebuilt Transmission 5hp590	4	9/30/2003	9,906.89	\$0.00	\$0.00
5124	373B	RV	ALLISON B400R TRANSMISSION	5	8/19/1999	17,610.00	\$0.00	\$0.00

System No	Company Asset Number	Class	Description	Estimated Life	Acquisition Date	Acquisition Value	Net Book Value as of 7/31/11	Due to FTA
5107	371A	RV	SERIES 50 DETROIT DIESEL ENGINE	5	8/19/1999	24,650.00	\$0.00	\$0.00
5105	369A	RV	SERIES 50 DETROIT DIESEL ENGINE	5	8/19/1999	24,650.00	\$0.00	\$0.00
5093	372	RV	PHANTOM-C20D096N4 (GILLIG) BUS	9	8/19/1999	208,653.47	\$0.00	\$0.00
5091	370	RV	PHANTOM-C20D096N4(GILLIG) BUS	9	8/19/1999	206,089.26	\$0.00	\$0.00
4270	351	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
4269	352	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
4268	353	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
4267	354	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
4266	356	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
4265	355	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	7/16/1998	212,834.16	\$0.00	\$0.00
7997	363A	RV	Engine	9	6/18/1998	26,413.49	\$0.00	\$0.00
7982	360A	RV	Engine	9	6/18/1998	25,107.51	\$0.00	\$0.00
4251	364	RV	PHANTOM- C21D102N4-M-11 Gillig Bus	9	6/18/1998	220,651.40	\$0.00	\$0.00
4250	363	RV	PHANTOM- C21D102N4-M-11 Gillig Bus	9	6/18/1998	220,651.40	\$0.00	\$0.00
4249	362	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4248	361	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4247	360	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4246	359	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4245	358	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4244	357	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	209,741.61	\$0.00	\$0.00
4243	350	RV	PHANTOM- C21D096N4-M-11 Gillig Bus	9	6/18/1998	212,834.16	\$0.00	\$0.00
7938	341B	RV	Transmission	9	5/28/1998	13,703.89	\$0.00	\$0.00
4191	349	RV	GILLIG - PHANTOM 40/96 SERIES 50	9	5/28/1998	209,741.61	\$0.00	\$0.00
4190	348	RV	GILLIG - PHANTOM 40/96 SERIES 50	9	5/28/1998	212,834.16	\$0.00	\$0.00
4189	347	RV	GILLIG - PHANTOM 40/96 SERIES 50	9	5/28/1998	209,741.61	\$0.00	\$0.00
<b>RV Total</b>						<b>\$4,917,386.85</b>		

**Grand Total**

**5,468,937.12 \$10,964.82**

**Obsolete Bus Parts:**

<b>Part Nbr - Suffix</b>	<b>Description (Short)</b>	<b>On Hand Value</b>
01-45753-000-0	PIPE - TURBO OUTLET	\$436.38
0417540-001-0	HOUSING - MOLDED R/SIGN	\$387.00
0500269-003-0	HARNESS - PWA INTERCONNECT	\$112.00
0500390-001-0	END CAP - RIGHT DEST.SIGN	\$21.10
0500946-001-0	HARNESS - DISPLAY CONNECT - 50 LEAD 7 INCH	\$190.00
0501003398-0	VALVE - SOLENOID ZF TRANS	\$417.83
0501210347-0	DIPSTICK - ZF W/VENT	\$233.19
0501306211-0	SENSOR - SPEED ZF (ZF ONLY)	\$174.74
0501322528-0	SENSOR - TRANS TEMP ZF	\$107.24
0501958-001-0	KEYPAD - DEST. SIGN	\$51.76
0502244-001-1	BOARD - FRONT DEST SIGN	\$90.00
0502298-004-0	LENS - COVER REAR SIGN	\$1,303.00
05-52261-002-0	MOTOR - HYD FAN W/HOLE (NEW)	\$1,390.00
0634313600-0	O-RING - TRANS COOLER	\$65.27
0636021153-0	BOLT - ZF TORQUE CONVERT	\$21.74
0636104028-0	CAPSCREW - ZF TRANS	\$3.26
0736101169-0	BOLT - FLEX PLATE ZF TRAN	\$488.50
0750111018-0	SEAL - ZF TRAN SHAFT	\$230.46
0750111044-0	SEAL - SHAFT ZF TRANS	\$115.72
10001-0	FILTER - A/C 36 1/2 X 17	\$211.64
107507X-0	COMPRESSOR - AIR M11	\$1,082.04
108454001-0	BALLAST - 24V 250MA	\$640.80
1117863-3	GENERATOR - 24V BELT DRV (WARRANTY)	\$0.00
1141-0	BULB - MINATURE 12V 21CP	\$2.24
1158-0	BULB - MINATURE 6V 21/3CP	\$0.00
12015384-0	CONNECTOR - 3 WAY	\$2.61
1203-0	BULB - MINATURE	\$2.28
12162182-0	CONNECTOR - TURBO BOOST SENSOR - SER 50	\$1.50
1250304353-0	WASHER - TAB	\$9.73
1252-0	BULB - MINATURE	\$28.88
13-38544-000-0	SWITCH - ROTARY FAN CONT.	\$460.86
150BMPE88R5402E-1	STARTER - AIR - M11 (REMAN)	\$1,200.00
150BMPE88R5402E-3	STARTER - AIR M11 (WARRANTY)	\$0.00
151900-0	SEAL - RECT. M11 FUELPUMP	\$0.10
15-54545-000-0	BRACKET - FILTER MTG	\$6.80
1591-0	BULB - MINATURE	\$0.00
1683-0	BULB - MINATURE	\$3.00
1815-0	BULB - MINATURE	\$4.56
190260-16S-0	FITTING - HOSE 90 #16 LNG	\$168.00
190261-16S-0	FITTING - HOSE 90 JIC 16-16 SHORT	\$15.58
190264-12S-0	FITTING - HOSE 90 12-12	\$57.22
190264-16S-0	FITTING - HOSE 90 16-16	\$317.51
190295-8S-0	FITTING - HOSE 90 8-8 - LONG	\$18.42
1956310-0	BEARING - DE PLATE RETAIN	\$153.56
1956312-0	SEAL - GEN OUTER BRNG CR	\$61.69

<b>Part Nbr - Suffix</b>	<b>Description (Short)</b>	<b>On Hand Value</b>
1956313-0	GASKET - B/B RETAINER	\$11.73
1956314-0	SPACER - HUB BALL BEARING	\$30.04
1958286-0	O-RING - GEN BRG/HUB	\$5.50
1967037-0	O-RING - DIODE END	\$13.44
1979400-0	NUT - GEN DRIVE END SHAFT	\$10.39
200100014-0	HOSE - HP 11/16X35 1/2DBL	\$61.43
200398-0	HUB - GEAR W/KEYWAY	\$24.05
213079-0	SEAL - RECT. M11 FUELPUMP	\$0.94
214-0005-0	KIT - GLAND SEAL RBLD	\$185.00
214-0006-0	KIT - ROD SEAL RBLD	\$88.80
22-990-0	PLATE - ASSY VALVE	\$373.20
23049392-0	ADAPTER - B400 HOUSING	\$0.00
25-0490-00153-0	DIAPHRAGM - TYPE30 REAR	\$5.48
265-0	BULB - MINATURE 24V .08A	\$38.96
26771R-0	LENS ASSY - RED CLEARANCE	\$21.47
26771Y-0	LENS ASSY - AMBER CLEARANCE	\$65.60
279926-0	VALVE - PRESS REDUCING - 40PSI	\$55.99
281857-0	VALVE - 20PSI PRESS REG.	\$129.00
288084-0	VALVE - PRESS REG 47 PSI	\$60.19
3027924-0	GASKET - WATER PUMP M11	\$0.46
3033740-0	VALVE - FUEL CHECK CUMMIN	\$13.52
3040815-0	PLUG - W/O-RING	\$24.72
3042401-0	SEAL - GROMMET VALVE COV.	\$0.80
3046200-0	COUPLING - SPIDER JAW	\$20.39
3046202-0	PLUG - W/ O-RING	\$24.88
3055069-0	PLUG - DRAIN M11	\$14.84
3069103-0	GASKET - FUEL PUMP	\$2.84
3072919-0	GASKET - TURBO MOUNT - M11	\$9.70
3073018-0	BELT - ALTERNATOR - M11	\$74.83
3076489-0	THERMOSTAT - CUMMINS M11	\$70.80
3080770-0	O-RING - THERMOSTAT M-11	\$8.62
3088984-0	GASKET - TURBO M-11 ** USE PART 3072919 **	\$8.87
3090942RX-1	PUMP - FUEL CUMMINS M11	\$1,529.99
33-1722-0	SLINGER - OIL T/KING	\$16.35
3328836-0	DIPSTICK - OIL CUM M11	\$647.38
3328948-0	GASKET - EXH. MANFD M-11	\$34.84
33-3372-0	SLINGER - BRSHLESS AC MTR	\$25.65
33-408-0	O-RING - COMPR THROTTLE	\$21.00
3401041-0	TENSIONER - BELT M11	\$123.80
3401290-0	GASKET - M11 OIL PAN	\$163.87
3411755PX-1	INJECTOR - M11 285-311	\$3,270.50
3411758PX-1	INJECTOR - M11 350-365	\$661.14
356-0	BULB - MINATURE	\$3.21
3804304-0	KIT - SEAL CUMMINS M11	\$83.38
3818124-0	SPACER - MOUNTING M-11	\$3.17
3822919-0	PIN - FEMALE ECM CUMMINS	\$102.33
3883223-0	ISOLATOR - VLV COV M11	\$45.72

<u>Part Nbr - Suffix</u>	<u>Description (Short)</u>	<u>On Hand Value</u>
3883472-0	GASKET - HAND HOLE	\$19.87
3883706-0	TUBE - DIP STICK M-11 **WRONG PART - USE 3896305**	\$43.12
3883780-0	HOSE - FLEX COOLING M-11	\$39.22
3892625-0	GASKET - OIL COOLER SUP.	\$3.00
3892630-0	TUBE - FUEL DRAIN M11	\$20.18
3892666-0	PLUG - GEAR COVER	\$11.95
3892978-0	HOSE - FLEX COMP. COOLANT	\$165.48
3895043-0	CAP - OIL CUMMINS	\$709.65
3895448-0	PULLEY - ALTERNATOR CUMMINS	\$232.66
3895954-1	PAN - OIL CUMMINS M11 (OUTSIDE REPAIRED)	\$82.00
3896046-0	SUPPORT - ACCESSORY DRIVE M-11	\$167.21
3896337-0	CLAMP - TURBO EXH. M11	\$37.58
3899757-0	SCREW - VALVE COVER M-11	\$0.00
40-21604-000-0	BLOCK - TERMINAL 4 PRONG	\$30.25
4024808-0	SOLENOID - FUEL PUMP M-11	\$14.91
40-32816-000-0	BRACKET - EXH. PIPE MTG.	\$44.66
4070529-0	GASKET - ROCKER BOX M-11	\$95.50
4071043-0	BOLT - FLEXPLATE MOUNTING - M11	\$21.84
4089544-0	KIT - REAR CRANK SEAL - M11	\$179.35
41-2268-0	SWITCH - PRESSURE T/K	\$378.72
4139-206-646-0	VALVE - THROTTLE D1 ZF	\$1,229.44
4139053744-3	TRANS ASM - ZF 5HP590 - GILLIG M11 (WARR)	\$9,900.00
4139206733-0	HARNESS - WIRING ZF 5HP	\$395.95
44-7216-0	BREAKER - 10AMP CIRCT T/K	\$39.83
44-7476-0	THERMOSTAT - PC BRD/BASE	\$114.27
44-7815-0	DIODE - THERMO KING	\$87.00
44-9923-0	SENSOR - 10 FT THERMOSTAT	\$79.80
456-0	BULB - MINATURE	\$0.01
46-08B1014-0410-0	HOSE ASSY - P/S	\$60.18
46-12F4040-0610-0	HOSE - POWER STEERING GILLIG	\$549.48
46-16A1014-0510-0	HOSE ASSY - HYD FAN MTR	\$197.20
4721-16S-0	FITTING - HOSE JIC 16-16	\$126.26
4921487-0	SENSOR - OIL PRESSURE - M11	\$325.20
4952625-0	GASKET - AIR COMP BENDIX	\$19.20
4955705-0	PUMP - WATER CUMMINS M11	\$655.80
4984223-0	SENSOR - EPS CUMMINS M-11	\$187.34
500094-003-1	BOARD - POWER SUPPLY (REB)	\$411.48
500366001-1	BOARD - 7 X 23 DISPLAY	\$330.00
50-09641-009-0	BRUSH - PASS LIFT	\$6.58
501105001-0	BOARD - DOT FLIP CONTROL (NEW)	\$652.00
501105001-1	BOARD - DOT FLIP CONTROL (REB)	\$315.00
501680-001-0	HARNESS - 4 LEAD 16 IN.POWER	\$56.94
50-17808-000-0	SHADE - ROOF LAMP	\$5.55
504222-001-1	CONTROLLER - FLIP DOT (REB)	\$330.00
507718-001-1	BOARD - SYSTEM PROC SIGN (REB)	\$884.44
507718-001-3	BOARD - SYSTEM PROC SIGN (WARRANTY)	\$0.00

<u>Part Nbr - Suffix</u>	<u>Description (Short)</u>	<u>On Hand Value</u>
51-00114-000-0	LENS ASSY - TURN/MARKER	\$29.43
51-00150-000-0	SOCKET - GAUGE REAR GILIG	\$6.12
51-00166-001-0	HORN - ELECT 12V HI.	\$35.06
51-00167-000-0	HORN - ELECT 12V IN.F IN. NOTE	\$39.41
510204002-1	CONTROL - LUMINATOR ODK (REB)	\$485.33
51-02114-001-0	SWITCH - GREY PULL CORD	\$20.87
51-02182-000-0	LENS ASSY - EXIT DOOR 12V	\$16.98
51-02186-007-0	BALLAST - 24V 250MA	\$638.25
51-02186-009-0	BALLAST - 24V 180MA	\$1,427.99
51-11783-003-0	SWITCH - SPEED SENSOR 12V	\$85.00
51-13588-011-0	CONNECTOR - MALE	\$1.64
51-13588-012-0	CONNECTOR - FEMALE 12 AMP	\$14.38
51-13975-000-0	SOCKET - GAUGE	\$8.38
51-14015-000-0	GAUGE - WATER TEMPERATURE	\$140.92
51-14016-000-0	GAUGE - OIL PRESSURE * GILLIG ONLY *	\$266.10
51-14027-000-0	GAUGE - FUEL	\$149.32
51-14030-000-0	RELAY - 3PDT 24V	\$54.53
51-14030-001-0	RELAY - 3PDT 12V KNEELING	\$40.86
51-14031-002-0	SWITCH - TIME DELAY	\$49.90
51-14118-000-0	SENDER - WATER TEMP	\$49.11
51-14119-000-0	SENDER - OIL PRESSURE	\$92.00
51-14135-002-0	ALARM - BUZZER 3 TERMINAL	\$190.20
51-19017-015-0	PEDAL - TPS FOR DDEC III	\$518.76
51-19333-000-0	BLOCK - LIMITER	\$0.00
51-20829-010-0	BREAKER - 10AMP CIRCUIT	\$95.95
51-25193-000-0	SWITCH - MERCURY	\$77.55
51-25242-008-0	BLOCK - DIODE	\$68.25
51-25242-009-0	BOARD - DIODE KNEEL SYS	\$19.44
51-26117-016-0	SWITCH - SHIFT ENABLE 4LB	\$16.14
51-26520-000-0	SPEEDOMETER - ATEC PULSE ON	\$475.00
51-29416-002-0	BASE - MTG LICENSE LAMP	\$54.30
51-34749-007-0	SWITCH - TAPE ASSY W/C	\$176.26
51-36624-000-0	SWITCH ASSY- REAR ENGINE THROTTLE	\$843.60
53-00176-003-0	BUSHING - SHOCK ABSORBER	\$31.32
53-02214-004-0	LATCH - BLACK KNOB SPRING	\$43.71
53-02237-000-0	SPRING - RETAINING	\$17.52
53-02283-000-0	VALVE - FUEL LEVEL CONTROL	\$253.34
53-02351-000-0	PROBE - LIQUID LEVEL M11	\$26.50
53-13748-000-0	BUSHING - FRT SHOCK POLY	\$5.85
53-13895-003-0	NUT - INNER R/H ROCKWELL	\$327.60
53-13895-004-0	NUT - INNER L/H ROCKWELL	\$283.18
53-21338-003-0	MOUNT - ISOLATOR FRT	\$320.00
53-23550-000-0	PIN - UPPER HINGE	\$64.40
53-27155-002-0	ABSORBER - REAR SHOCK - GILLIG 201-291	\$1,344.42
53-27653-000-0	ELBOW - RUBBER - 2.75" ID	\$71.68
53-27653-001-0	ELBOW - RUBBER - 2.5 " ID	\$153.48
53-27777-002-0	MOTOR - HEATER 24V GILLIG	\$151.91

<u>Part Nbr - Suffix</u>	<u>Description (Short)</u>	<u>On Hand Value</u>
53-28246-017-0	CABLE - ATC - ABS MODULATOR VALVE	\$34.57
53-29058-014-0	PUMP - P/S	\$5,407.16
53-29060-001-0	VALVE - FAN CONTROL	\$280.00
53-29242-001-0	VALVE - HYD FAN M-11	\$126.16
53-32376-000-0	VALVE - HYD FAN S-50	\$1,385.19
54-13119-028-0	SET SCREW - DOOR HINGE	\$2.07
54-13131-001-0	RETAINER - CAPTIVE SCREW	\$0.96
54-17492-018-0	BOLT - 20MM X 60MM	\$2.86
54-21722-000-0	BUSHING - FRONT DR PIVOT	\$16.80
5500-175-0	HOSE - SILICONE 1 3/4 IN X 3 FT	\$0.00
5500-237-0	HOSE - SILICONE 2 3/8 IN. X 3 FT	\$147.78
55-02269-000-0	PIN - HINGE LWR FRT DOOR	\$460.00
55-02381-000-0	GASKET - FUEL TANK VENT	\$7.20
55-02404-139-0	HOSE - SUCTION T/K	\$450.84
55-02404-144-0	HOSE ASSY - MSV/HFM	\$50.58
55-09943-000-0	MOUNT - ISOLATOR SWAY BAR	\$77.00
55-21000-002-0	DIPSTICK - ZF TRANS.	\$167.87
55-29853-003-0	BUSHING - SHACKLE/AIR SPR	\$9.96
55-3059-0	NUT-CAPTIVE - 1/4-20 T/K	\$14.69
55-33348-0	HOSE - COMP DISC. 81 IN.	\$1,426.56
55-33348-003-0	HOSE - COMP DISC. 86 IN.	\$416.00
55-36569-000-0	PIPE - COOLANT OIL CLR IN	\$284.60
55-7333-0	ADAPTER - COMPRESS BLOCK	\$26.34
56-12557-000-0	MUDFLAP - FRONT CENTER	\$215.20
56-15317-000-0	TUBING - NYLON - 6"	\$208.75
60001R-0	LENS ASSY - RED BRAKE	\$51.45
60207R-0	LENS ASSY - BRAKE RED	\$235.69
6029-199-003-0	SENDER - TEMP 27MM MV SOL	\$216.97
6029-201-137-0	KIT - MAIN HARNESS C/PLUG	\$162.74
631-0	BULB - MINATURE	\$0.00
66450006-0	LATCH - W/C SEAT 24 IN. R/H	\$743.75
664700010-0	LATCH - W/C SEAT 10 IN. L/H	\$499.05
66-7393-0	VALVE - EXP T/K 1/2 X 5/8	\$1,009.30
66-8900-0	SOLENOID - HOT GAS BYPASS	\$149.57
67946-0	WASHER - COPPER M11	\$7.02
77-1511-0	SHAFT - BLOWER T/K	\$63.00
77-2518-0	WHEEL - BLOWER R/S T/K	\$129.15
77-2519-0	WHEEL - BLOWER C/S T/K	\$116.72
77-2669-0	SHAFT - BLOWER - T/KING	\$151.11
80-0020-00003-0	O-RING - DISCHARGE FREON	\$1.43
80-0020-00004-0	O-RING - SUCTION FREON	\$3.24
82-00536-006-0	COVER - HYD RESERVOIR	\$69.90
82-00912-008-0	LENS - SIDE TURN SIGNAL	\$30.93
82-01811-000-0	DIAPHRAGM - TYPE 36 BRKCH	\$76.43
82-02157-000-0	SENSOR ASSY - SPEEDOMETER	\$840.20
82-03285-000-0	LOCK - BRAKE ANCHOR PIN	\$19.10
82-03501-000-0	SEAL - OIL	\$0.76

<u>Part Nbr - Suffix</u>	<u>Description (Short)</u>	<u>On Hand Value</u>
82-03502-000-0	ROLLER - BRAKE REAR ORION	\$51.21
82-04220-005-0	DOWEL - FRONT BRK SPIDER	\$474.32
82-04823-000-0	VALVE - HEATER CTRL/DEFRO	\$958.80
82-06443-000-0	COVER - BRAKE PEDAL	\$50.88
82-07628-000-0	HANDLE ASSY - RH RELEASE	\$45.38
82-08162-004-0	NUT - PINION	\$27.27
82-08360-000-0	VALVE - AIR - SINGLE CHECK	\$96.40
82-08853-000-0	BRACKET - WIPER MTR LH	\$285.40
82-09319-000-0	PIVOT ASSY - ENTRANC DOOR	\$51.20
82-09537-000-0	SEAL - SENS EDGE - REAR DOOR	\$264.00
82-11012-000-0	SOCKET - GAUGE WIRELESS	\$31.50
82-11446-001-0	TUBING - SENS EDGE - GILLIG	\$47.72
82-13084-000-0	STUD - FRT. L/H ROCKWELL	\$2,103.61
82-13084-001-0	STUD - FRT. R/H ROCKWELL	\$1,146.03
82-17303-0	CORE ASSY - CAC GILLIG	\$3,062.20
82-17428-001-0	KIT - UNLOADER VALVE BDX	\$23.00
82-17430-003-0	GASKET - COMP HEAD	\$15.59
82-17447-000-1	RAD - (ONLY) 285-517 (REB)	\$4,726.00
82-22906-000-0	BALLAST - INVERTER 12V	\$259.24
82-24082-000-0	COVER ASSY - LAMP 4"	\$44.42
82-28338-000-0	GAUGE - AIR STARTER PRESS	\$71.47
82-32058-000-0	MIRROR - STEPWELL	\$44.52
85-0	BULB - MINATURE 24V	\$42.11
901-5101-000-1	UNIT - OPER CNTL TALK BUS (REB)	\$1,860.00
901-5101-000-3	UNIT - OPER CNTL TALK BUS (WAR)	\$0.00
90923-0	LENS - AMBER	\$40.01
9402713-0	FITTING - GENERATOR DRAIN	\$28.48
941-5110-000-0	CABLE - OCU TALKING BUS	\$490.00
97-0	BULB - MINATURE	\$7.02
98031R-0	REFLECTOR - RED	\$5.96
99063R-0	LENS - CLEARANCE - RED	\$0.00
9994-X-0	O-RING - OILFILL CAP - M11	\$6.18
A3-233-0	PULLEY - NIEHOFF - SER 50 W/AUTO TENSIONER	\$338.90
B162-3002-0	SPRING - RETURN FWD W/C	\$84.93
B162-3003-0	SPRING - RETURN REAR W/C	\$84.93
B184-0063-0	EYE ASSY - ROD	\$948.80
B221-0328-0	HOSE - HYD GREEN #14	\$27.06
B221-0329-0	HOSE - HYD YELLOW #4	\$134.01
B351-0022-0	MOUNT - SENS EDGE 33 1/2	\$13.48
C273-0018-0	CYLINDER/VALVE ASSY - W/C	\$1,426.25
D12-4919-0	PIN - CLEVIS W/C SMALL	\$0.08
D371-0184-1	JUNCTION-BOX - W/C (REB)	\$450.00
DR500C+-0	UNIT - VOICE LOGIC (NEW)	\$0.00
DR500C+-1	UNIT - VOICE LOGIC (REPAIRED)	\$1,550.00
F040741-0	BULB-FRT DEST SIGN	\$79.74
F14T8CW-0	BULB - FLUORESCENT	\$137.27



# LYNX Board Agenda

<u>Part Nbr - Suffix</u>	<u>Description (Short)</u>	<u>On Hand Value</u>
F42T6CW-0	BULB - DEST SIGN SIDE	\$77.86
FC300-05-0	HOSE - AEROQUIP #5	\$96.13
FC300-12-0	HOSE - AEROQUIP #12	\$51.36
FS1000-0	FILTER - FUEL M11	\$284.09
NF2088-0	FILTER - WATER NALCOOL - EXT LIFE	\$763.27
P163-0016-0	SEAL - PISTON - LIFTU	\$62.00
P163-1015-0	O-RING - #015 - LIFTU	\$1.02
P234-1186-0	FITTING - HYD W/C #8 #6	\$12.72
P413-2208-0	SCREW - W/C LIFT HEX	\$26.24
P423-2201-0	NUT - W/C LIFT	\$9.74
P432-0002-0	RING - BACK-UP - LIFTU	\$1.46
P434-1620-0	PIN - CLEVIS W/C	\$24.65
SRV150-TK3-0	KIT - AIR STARTER TUNE UP	\$127.44
100112-0	HOOK ARM - BIKE RACK	\$140.00
42-26679-001-0	HINGE - REAR GIL FRT DOOR	\$0.00
42-26679-002-0	HINGE - FORWARD FRT. DOOR	\$277.44
45-02112-000-0	SEAL - DOOR GILLIG 7FT.	\$2.64
53-13735-001-0	LATCH - ENGINE DOOR	\$0.00
55-08328-002-0	GLASS - FRT. ENT. DOOR	\$465.06
55-15095-037-0	GLASS - DOOR GILLIG	\$145.52
55-32600-042.00-0	STANCHION TUBE - REAR	\$54.09
56-00032-030-0	DIAPHRAGM - RUBBER DOOR	\$115.64
7329-0500-0	PANEL - SEAT BOTTOM	\$68.00
82-08639-000-0	BUMPER - 96 IN. FRONT MODULE	\$259.61
82-08641-000-0	BUMPER - 96 IN. FRONT GILLIG	\$495.00
C123-0772-0	COVER - LIFT PLATFORM	\$274.52

**Total Obsolete Parts**

**\$88,282.58**

Consent Agenda Item #6.D. vii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Ratify the Release of a Request for Proposal (RFP) for Express Bus Service

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the release of a Request for Proposal (RFP) for Express Bus Services from East Orlando, Kissimmee and St. Cloud to downtown Orlando.

**BACKGROUND:**

Orlando, like other major cities, experiences gridlock and traffic jams daily, especially when commuting from the northern suburbs in Seminole County, from Osceola County to the south and from the eastern suburbs of Orange County to downtown Orlando. Heavy traffic is also common in the tourist district south of downtown. Rush hours (peak traffic hours) are usually weekday mornings (after 7am) and afternoons (after 4pm). Currently, LYNX, along with Volusia and Lake Counties, operates two express routes.

Link 200, approximately 33 miles from downtown Orlando, carries commuters from the FDOT Park & Ride Facility in Deltona (Volusia County) and the Heathrow area in Seminole County to Downtown Orlando via I-4.

Link 204, approximately 26 miles from downtown Orlando, carries commuters from the FDOT Park & Ride Facility in Clermont (Lake County) via SR 50, the Florida Turnpike and Toll Road 408.

In August, LYNX is implementing 2 limited stop services to address the need for faster service from the Sanford area in Seminole County and from the Osceola Square Mall area in Osceola County to downtown Orlando. These services will reduce the travel time by 30 to 40 percent.

LYNX staff also developed 3 other traditional express routes to serve additional needs for faster, more direct trips. The first is a route from the FDOT Park & Ride facility in east Orange County near Bithlo to downtown Orlando via SR 50 and the 408 Expressway. The second is a route from the FDOT Park & Ride facility in southeast Osceola County near St. Cloud to downtown Orlando via the Turnpike and I-4. The third route originates at the Osceola Square Mall in Osceola County going to downtown Orlando via US 192, SR 535 and I-4.

The RFP for these 3 new express services is designed to deliver a premium service with over the road transit coaches to attract more choice riders that are unfamiliar with public transportation. The successful respondent will provide all aspects of the service including vehicles, operators, maintenance and dispatching from their facility.

Staff will bring the Source Evaluation Committee's recommendation to the September 2011 Board meeting for award of a contract.

### **PROPOSED NEW EXPANSION:**

Peak hour express services from Osceola County and East Orange County to downtown Orlando.

### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' procurement policy requires contractors to use good faith effort to subcontract portions of the work to Disadvantages Business Enterprise (DBE) firms. However, a DBE goal will be determined with the development of the scope of work. LYNX will work with the vendor to identify opportunities for partnering with available DBEs to ensure contract compliance with the established goal. LYNX has an overall agency goal of 14%.

### **FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2012 Operating Budget. If the new service proposals result in additional operating costs, LYNX staff will seek to amend the FY2012 Operating Budget, accordingly. There will be no additional funding required from LYNX' funding partners.

Consent Agenda Item #6.D. viii

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Joe Cheney  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Renew the Lease Agreement with the City of Orlando for Office Space at LYNX' South Street Facility

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to renew the lease agreement between LYNX and the City of Orlando for leased office space at the South Street facility located at 1200 West South Street, Orlando, Florida, 32804 for a period of six (6) months, effective September 1, 2011.

**BACKGROUND:**

At the January 2011 Board meeting, the Board of Directors gave their approval to amend and extend the contract with the City of Orlando to lease the requested office space. The extension went into effect in March 1, 2011, for six (6) months with four (4) six-month options. The lease terms allow for an increase of 3% each year of the lease. The City of Orlando has expressed their desire to enter into another lease agreement. The new rate is \$3,092.42 per month.

**FISCAL IMPACT:**

The City of Orlando will pay LYNX \$3,092.42 for a period of six (6) months beginning September 1, 2011 (\$37,109.04 annually). LYNX staff has included estimated revenues related to this lease in the FY2012 Preliminary Operating Budget.

**AMENDMENT NO. 1 TO  
LEASE AGREEMENT BETWEEN  
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY D/B/A  
LYNX  
AND THE CITY OF ORLANDO, FLORIDA**

THIS AMENDMENT NO. 1 TO LEASE (Amendment No. 1) is made effective as of the 1<sup>st</sup> day of March, 2011, by and between the **Central Florida Regional Transportation Authority d/b/a LYNX**, a regional transportation authority and agency of the State of Florida created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida, 32801 (herein "LANDLORD"), and **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (herein "TENANT").

WHEREAS, LANDLORD and TENANT previously entered into a Lease dated August 11, 2008 (Lease) for TENANT'S use and operation of an employment office and training facility;

WHEREAS, the original term of the Lease has expired and all renewal options have been exercised with the final renewal term to expire February 28, 2011; and

WHEREAS, the parties have agreed to modify the Lease to extend the current term and add more options to renew formally documenting the modification of the Lease all as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, LANDLORD and TENANT amend the Lease in the following respects:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Amendment No. 1 to Lease Agreement the same as if fully set forth herein.

2. Term of Lease. Section 1.2 of the Lease is hereby amended to read as follows: LANDLORD and TENANT agree to extend the term of this Lease through August 31, 2011, on the same terms and conditions as have been in effect in the past. So long as Tenant continues to abide by all terms and conditions of this Lease, the Lease also may be renewed and extended for four (4) additional periods of up to six (6) months each, as specified in TENANT'S written notifications of such extensions sent to LANDLORD at least thirty (30) days prior to the end of the then existing term. All extensions shall be on the same terms and conditions applicable during the current term of this Lease.

3. Rent. Rent commencing March 1, 2011 shall be paid in the amount of Three Thousand Two and 35/100 Dollars (\$3,002.35) per month during the extension of

the term of this Lease. If the Tenant elects to extend the Lease, then the monthly rent commencing September 1, 2011 shall be Three Thousand Ninety-Two and 42/100 Dollars (\$3,092.42), and commencing September 1, 2012 will be Three Thousand One Hundred Eighty-Five and 19/100 Dollars (\$3,185.19). Landlord will bill Tenant thirty (30) days in advance of monthly payments due.

4. Security Services Furnished. The Landlord's only obligation until June, 2011 will be to provide perimeter security services; the Tenant provides its own security services on the Premises. From and after June, 2011, the Landlord will be under no obligation whatsoever to provide any security services for any area.


5. Confirmation and Agreement as to Amounts Paid. Until March 1, 2011, when certain revised payments will take place under this First Amendment, the Tenant will continue to pay to the Landlord on a continuing basis the monthly payments that it has been paying to the Landlord. In that regard, the parties are aware and understand that said payments may not be in full compliance with the Lease (e.g., the amount of rent paid may be less than that called for in the Lease) and the Tenant may also be paying for janitorial services; but, in any event, the parties agree that notwithstanding the provisions of the Lease, the amounts that have been paid by the Tenant (and which will continue through February, 2011) are accurate and are agreed to by the parties hereto. No refunds or adjustments will be provided.


5. Other Lease Provisions. Except as specifically amended herein, all other terms, conditions, rights and obligations contained in the Lease shall remain in full force and effect.

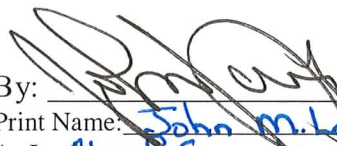
**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

**Landlord: Central Florida Regional  
Transportation Authority d/b/a  
LYNX**

Witnesses:

Sign:   
Print Name: Deborah S. Henderson

Sign:   
Print Name: Gregory A. Zielonka

By:   
Print Name: John M. Lewis, Jr.  
As Its: Chief Executive Officer

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF  
PARTIES CONTINUE ON FOLLOWING PAGE.)**

Tenant: CITY OF ORLANDO

By: 

Print Name: Antonio L. Ortiz

As Its: Mayor/ Mayor Pro Tem

Attest:



Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
City of Orlando, Florida, only.

\_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

Consent Agenda Item #6.D. ix

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Sherry Zielonka  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Adopt Resolution No. 11-005 to Reappoint Albert J. Francis, II as Management Trustees to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is seeking the Board of Directors' adoption of Resolution No. 11-005 authorizing the reappointment of Albert J. Francis, II, Chief Financial Officer, as management's representative on the Amalgamated Transit Union (ATU) Local 1596 Pension Plan with an effect date of August 31, 2011.

**BACKGROUND:**

Employees who are members of ATU Local 1596 participate in a defined benefit retirement plan. The plan has an Oversight Trustee Board which consists of three union and three management employees. LYNX' Chief Executive Officer selects three management employees to serve as trustees with confirmation from the LYNX Board of Directors and the Union's Executive Board appoints its representatives. Each member serves a three-year term.

**FISCAL IMPACT:**

There is no fiscal impact to this action.



**CFRTA RESOLUTION 11-005**

**RESOLUTION APPROVING THE  
APPOINTMENT OF A MANAGEMENT APPOINTEES  
TO THE BOARD OF TRUSTEES FOR THE  
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

**WHEREAS**, Central Florida Regional Transportation Authority (the "Employer") heretofore established a pension plan effective as of October 1, 1984 known as the Amalgamated Transit Union Local 1596 Pension Plan (the "Plan"); and

**WHEREAS**, Article II of the Plan authorizes the Employer to appoint three members to the Plan's Board of Trustees; and

**WHEREAS**, the Employer wishes to reappoint Albert J. Francis, II to the Board of Trustees of the Plan, effective August 31, 2011.

**NOW, THEREFORE, IT IS**

**RESOLVED**, by the Governing Board that the Employer is authorized to reappoint Albert J. Francis, II to the Board of Trustees of the Plan effective as August 31, 2011.

**FURTHER RESOLVED**, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the appointment to the Board of Trustees of the Plan, and perform any other acts necessary to implement the appointment to the Board of Trustees of the Plan.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION  
APPROVING THE  
REAPPOINTMENT OF A MANAGEMENT APPOINTEES  
TO THE BOARD OF TRUSTEES FOR THE  
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the  
Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Assistant Secretary

Consent Agenda Item #6.D. x

**To:** LYNX Board of Directors

**From:** John Lewis  
CHIEF EXECUTIVE OFFICER  
John Lewis  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Miscellaneous  
Confirmation of the Appointment of Edward L. Johnson as General Manager

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

The Chief Executive Officer (CEO) is requesting the Board of Directors' confirmation of the appointment of Edward L. Johnson to serve as General Manager.

**BACKGROUND:**

In January 2003, the Governing Board adopted amendments to Administrative Rules 1 & 2 pertaining to the appointment of Executive Officers. The amendment defines "Executive Officer" positions as: Assistant Executive Directors; each Department Director, the Department Deputy Director, the Executive Manager of Government Affairs, and any other officer serving in a position designated by the Board as an Executive Officer position. The amendment states that individuals appointed to an "Executive Officer" position by the Chief Executive Officer are subject to the approval of the Board.

The CEO is seeking the Board of Directors concurrence with the reclassification of Edward Johnson's position from Chief Administrative Officer to General Manager. In his new role as General Manager, Mr. Johnson will be responsible for assisting the CEO in the oversight of daily activities, ensuring projects are carried forth and the coordination between all departments is seamless. This allows the CEO to focus on the overall vision for the agency, coordination with external stakeholders securing support, both in expanding transit's role in the regional transportation network and exploring additional revenue opportunities for the advancement of LYNX.

Consent Agenda Item #6.D. xi

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
William Hearndon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Fifty-four Non-Compensable Entities

**Date:** 7/28/2011

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with three (3) Medicaid compensable entities, fifty-four (54) non-compensable entities, and additional non-compensable entities as necessary.

**BACKGROUND:**

Medicaid Non-Compensable Entities

Florida Statue 427 requires any entity receiving State funding with a transportation line item in their budget to maintain a Coordination Agreement with the designated Community Transportation Coordinator (CTC) within their service area. To receive those State funds, the entities receiving the funding must be able to provide the service at a cost lower than that of the CTC, with the same quality of service.

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulations. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR).

This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantaged Trust Fund dollars within their service area.

LYNX currently has three (3) Medicaid reimbursable Coordination Agreements in place and fifty-four (54) Coordination Agreements with other entities that receive State funding.

The three Medicaid reimbursable entities include Lakeside Behavioral Healthcare, Park Place Behavioral Healthcare (Osceola Mental Health), and Seminole Community Mental Health. These entities provide Medicaid compensable transportation services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses these entities \$16.40 per one-way trip, less the \$1.00 per trip Medicaid co-pay. If these entities were not providing these transportation services, the trips would become the responsibility of the CTC (LYNX) at an average cost of \$35 per trip. These entities provide approximately 75,000 annual trips at an annual cost to LYNX of \$1,230,000 and an annual savings to LYNX of approximately \$1,395,000.

The forty-eight entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency at \$7.47 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

**FISCAL IMPACT:**

The three (3) Medicaid compensable Coordination Agreements will have an impact on the FY2012 budget. We have included \$1,223,145 in the FY2012 Preliminary Operating Budget to support the anticipated trip level for the year.

The multiple non-compensable Coordination Agreements will not have any fiscal impact on the FY2012 budget.

**Consent Agenda Item #6.D. xii**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Submit Grant Application to the Federal Transit  
Administration for Sustainability Program TIGGER III and Clean  
Fuels/Bus and Bus Facilities Funding

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the FTA for funding under the Transit Investments for Greenhouse Gas and Energy Reductions (TIGGER) III Program.

**BACKGROUND:**

The U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) and the Department of Housing and Urban Development (HUD) have released several "Notices of Funding Availability (NOFA)," during the last week of June 2011 outlining new discretionary grant opportunities for transit systems. The NOFAs described FY 2011 grant opportunities for funds that were previously appropriated in prior years. The focus of these grant opportunities is to support livability, greenhouse gas reduction, energy efficiency, sustainability, and economic recovery.

LYNX staff coordinated a series of internal meetings with staff to discuss potential partnerships for regionally significant and supported projects to submit for these funding programs. Through some of the early discussions, LYNX has proposed applications that are in accordance with the criteria of the funding opportunities.

One of the funding opportunities considered by LYNX is summarized below:

**Discretionary Sustainability Funding Opportunity- Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER) Program: (due Aug. 23, 2011)**

FTA will provide \$49.9M for projects of innovative and national significance for capital investments that will assist in reducing the energy consumption and greenhouse gas emissions of public transportation systems. The proposed project scope includes a determination of where measurements of energy reductions or green house gas emission will take place and must be directly related to the capital investment. Given the availability of other FTA Discretionary programs in FY 2011, FTA will rate more favorably innovative technologies of national significance and other forward looking technologies, not normally funded out of other FTA programs.

**Clean Fuels Grant Program Augmented with Discretionary Bus and Bus Facilities Program: (due Aug. 23, 2011)**

The Clean Fuels Grant program was developed to assist non-attainment or maintenance areas in achieving or maintaining the National Ambient Air Quality Standards for ozone and carbon monoxide (CO). Additionally, the program supported emerging clean fuel and advanced propulsion technologies for transit buses and markets for those technologies. FY 2011 unallocated funding provides \$51.5 million dollars in discretionary Clean Fuels Grant program resources. Additionally, FTA is expanding the eligible applicant pool and may fund projects that meet the Clean Fuels Grant program objectives in attainment areas using a portion of discretionary Bus and Bus Facilities program resources that are available.

Projects may be submitted under either or both categories of capital investments. Each proposal must have a minimum of \$1.0 million and a maximum of \$15 million, with a local match requirement of 10% for TIGGER III and 17% for Clean Fuels.

The following project is under consideration by staff for potential submission under both programs.

**FISCAL IMPACT:**

Any future TIGGER award will be included in the appropriate LYNX fiscal year capital budget. FTA funding award announcements are anticipated by early FY2012.

LYNX will utilize existing reserves in the amount of \$400,000 to support the local matching requirements related to this project. The additional discretionary funds will allow LYNX to program the regular FTA formula funding source for operating and routine capital acquisitions.

Also, this project will allow LYNX to determine its future investment strategy on hybrid electric articulated bus through the return on investment measurements based on the established FTA criteria.

Consent Agenda Item #6.D. xiii

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Rich Bannon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Miscellaneous  
Authorization to Modify Contract #10-C26 with Entech Creative Industries Corporation

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Contract modification under Contract #10-C26 with Entech Creative Industries Corporation in the amount of \$42,600 and modify the project budget.

**BACKGROUND:**

Contract #10-26 was executed on June 14, 2010 to fabricate and install seven (7) artist shelters. During the performance of the Contract, several issues arose. At the completion of the fabrication of the shelters, a dispute arose between the Contractor and LYNX. The Contract specifically stated the Contractor is required to do all work required for the installation. The Contractor contended their proposal did not include any site demolition and maintenance of traffic. Several meetings were held with LYNX staff and the Contractor to discuss this issue and to negotiate a fair and equitable solution. The following is a summary of the changes:

- LYNX will be responsible for the site preparation and restoration for each site the shelters are to be installed.
- LYNX will coordinate the site demolition of each site location with the Contractor, so as not to leave the area exposed for an extended period of time.
- LYNX agrees to pay the Contractor for Maintenance of Traffic (MOT) for each shelter installation location. The Contractor will be allowed up to three (3) calendar days for each location. The daily rate for MOT is \$1,100.00 per location \$3,300.00 per site for a total of \$23,100 for all seven (7) sites. LYNX will only pay the Contractor for the exact number of days MOT is required per site. The Contractor shall notify LYNX in the event a location will require additional day(s) beyond the three provided.



## LYNX Board Agenda

- LYNX will utilize our own contractor to prepare the sites, demolish and remove the existing shelters and grass the areas after completion. This cost is estimated at \$17,850.00. Entech's cost proposal for this effort of work is \$26,086.00
- LYNX and the Contractor agree to settle the claim for additional engineering work and storage of the shelters at the Contractor's facility. The amount of this settlement is \$19,500. Entech's claim in these two areas is \$31,529.00

Original Project Budget	\$350,000
Change Order No. 1	42,600
LYNX Additional Costs	<u>17,850</u>
Revised Project Budget	<u>\$410,450</u>

### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

There is no DBE goal for this project.

### **FISCAL IMPACT:**

LYNX staff has included funds in the FY2011 Capital Budget to support the cost of the change order and additional costs in the total amount of \$60,450.

**Consent Agenda Item #6.D. xiv**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
**Authorization to Amend the Service Contract with Polk County to Include Two Additional Routes in the Haines City Area**

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the Service Contract with the Polk County Board of County Commissioners to include bus service in the Haines City/Cagen's Crossing area of Polk County. At this time, the final form of amendment has not been fully negotiated and thus the above authorization would further include the authorization for the LYNX staff to conclude negotiations with Polk County regarding the form of that amendment and for the CEO or designee to then execute that Agreement. The proposed schedule and estimated costs are attached.

**BACKGROUND:**

At the September 24, 2009 LYNX Board meeting, the Board authorized staff to enter into a Service Contract with the Polk County Board of County Commissioners for bus service in the Poinciana Area of Polk County. The PickUpLine services in the Poinciana community include Villages 7 and 8 in the Polk County portion of Poinciana. The new PickUpLine, Link 603, was implemented with the December 2009 service changes. The service is funded through a FDOT District 1 Service Development grant with the PCTS providing the local matching funds to the grant.

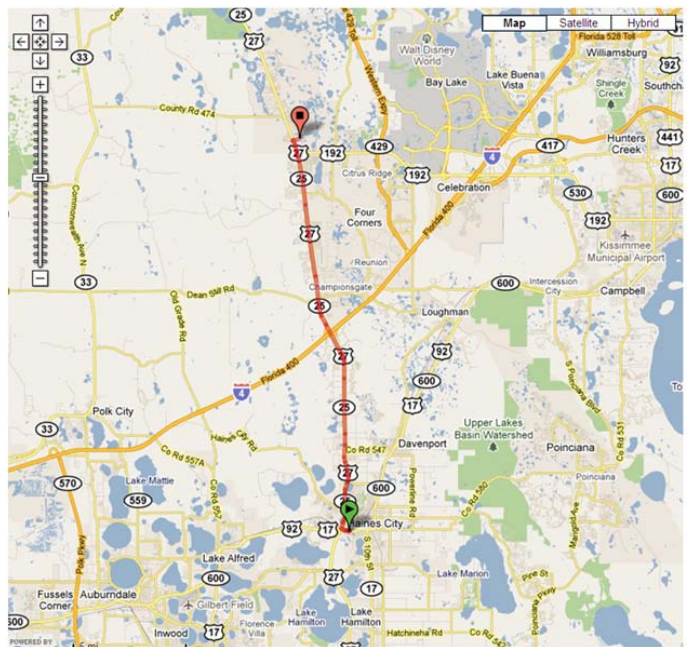
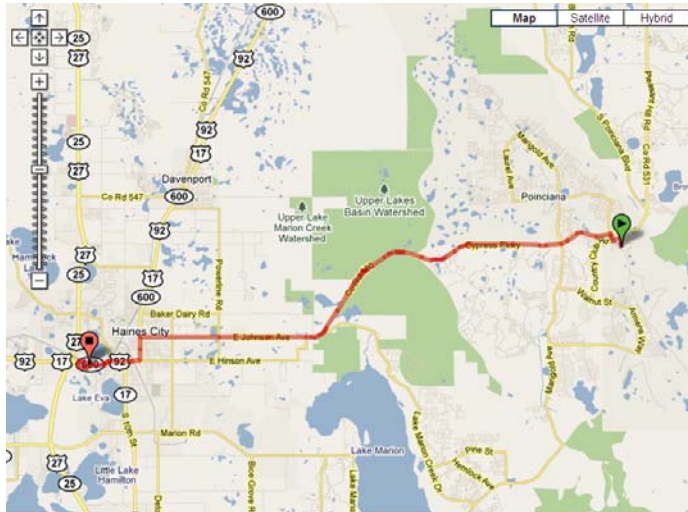
The service operates from the current transfer point at the Wal-Mart at Pleasant Hill Road and Cypress Parkway (with transfers to Links 26, 326, 426, PUL 601) and express to the service area via Cypress Parkway & Marigold Avenue. The service operates Monday through Saturday from 6:05 a.m. to 7:15 p.m.

# LYNX Board Agenda

LYNX and Polk County have developed a proposal for two additional flex-route services to be funded by Polk County and operated by LYNX, as follows:

- A flex-route service from Poinciana to Haines City via County Road 580.
- A flex-route service from Haines City to Cagen's Crossing Blvd. in the Four Corners area of Polk County.

These services will operate Monday through Saturday from approximately 5:30 am to 7:20 pm. The exact operating times and frequency of service are under development at this time.



**PROPOSED NEW EXPANSION:**

Two new flex-route services from Poinciana to Haines City and from Haines City to Cagen's Crossing Blvd via U.S. Highway 27.

**FISCAL IMPACT:**

The annual estimated cost for the service is \$478,788. All costs will be covered in full between Polk County Transit Services and Florida Department of Transportation.

# Route 400 - Poinciana to Haines City

<b>ROUTE 400</b>						
Block	Depart Garage	Poinciana Walmart	E. Hinson Ave / 17th St	E. Hinson Ave / 17th St	Poinciana Walmart	Arrive Garage
1	5:33 AM	5:58 AM	6:35 AM	6:43 AM	7:20 AM	
1		7:28 AM	8:05 AM	8:13 AM	8:50 AM	
1		8:58 AM	9:35 AM	9:43 AM	10:20 AM	
1		10:28 AM	11:05 AM	11:13 AM	11:50 AM	
1		11:58 AM	12:35 PM	12:43 PM	1:20 PM	1:45 PM
2	1:03 PM	1:28 PM	2:05 PM	2:13 PM	2:50 PM	
2		2:58 PM	3:35 PM	3:43 PM	4:20 PM	
2		4:28 PM	5:05 PM	5:13 PM	5:50 PM	
2		5:58 PM	6:35 PM	6:43 PM	7:20 PM	7:45 PM

(Garage is assumed to be LYNX' Osceola Base)

## Daily and Annual Hours

Block	Revenue Hours	Total Hours
1	6.87	8.2
2	5.87	6.7
<b>Total Daily Hours</b>	<b>12.74</b>	<b>14.9</b>
<b>Total Annual Hours</b>	<b>3,988</b>	<b>4,664</b>

(Mon – Sat service is assumed)

## ESTIMATED COST

	Daily	Annual
	\$508.69	\$159,218.72

# Route 401 - Haines City to Cagens Crossing Blvd

## Route 401

Block	Depart Garage	Four Corners Walmart	Posner Park	E. Hinson Ave / 17th St	E. Hinson Ave / 17th St	Posner Park	Four Corners Walmart	Arrive Garage
1	5:10 AM	5:41 AM	6:06 AM	6:35 AM	6:42 AM	7:06 AM	7:34 AM	
2	6:10 AM	6:41 AM	7:06 AM	7:35 AM	7:42 AM	8:06 AM	8:34 AM	
1		7:41 AM	8:06 AM	8:35 AM	8:42 AM	9:06 AM	9:34 AM	
2		8:41 AM	9:06 AM	9:35 AM	9:42 AM	10:06 AM	10:34 AM	
1		9:41 AM	10:06 AM	10:35 AM	10:42 AM	11:06 AM	11:34 AM	
2		10:41 AM	11:06 AM	11:35 AM	11:42 AM	12:06 PM	12:34 PM	1:05 PM
1		11:41 AM	12:06 PM	12:35 PM	12:42 PM	1:06 PM	1:34 PM	2:05 PM
3	12:10 PM	12:41 PM	1:06 PM	1:35 PM	1:42 PM	2:06 PM	2:34 PM	
4	1:10 PM	1:41 PM	2:06 PM	2:35 PM	2:42 PM	3:06 PM	3:34 PM	
3		2:41 PM	3:06 PM	3:35 PM	3:42 PM	4:06 PM	4:34 PM	
4		3:41 PM	4:06 PM	4:35 PM	4:42 PM	5:06 PM	5:34 PM	
3		4:41 PM	5:06 PM	5:35 PM	5:42 PM	6:06 PM	6:34 PM	7:05 PM
4		5:41 PM	6:06 PM	6:35 PM	6:42 PM	7:06 PM	7:34 PM	8:05 PM

(Garage is assumed to be LYNX' Osceola Base)

## Daily and Annual Hours

Block	Revenue Hours	Total Hours
1	5.88	6.92
2	5.88	6.92
3	5.88	6.92
4	7.88	8.92
<b>Total Daily Hours</b>	<b>25.52</b>	<b>29.68</b>
<b>Total Annual Hours</b>	<b>7,988</b>	<b>9,290</b>

(Mon – Sat service is assumed)

## ESTIMATED COST

	Daily	Annual
	\$1,013.28	\$319,570.50

Consent Agenda Item #6.D. xv

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Implement Fixed Route Schedule Changes for August 14, 2011

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed fixed route service changes effective August 14, 2011.

**BACKGROUND:**

On January 27, 2011, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of the proposed service changes for August 14, 2011. A total of seven public workshops were held between June 20 and June 25, 2011. Customers and staff were able to obtain input on the service changes through the following public workshop locations:

LYNX Central Station (Terminal Lobby) 455 N Garland Ave, Orlando, FL. 32801

Monday, June 20, 2011, 3:00PM – 7:00 PM  
Wednesday, June 22, 2011, 7:00 AM – 11:00 AM  
Saturday, June 25, 2011, 10:00 AM – 2:00 PM

Seminole Centre Super Stop, 3653 S Orlando Dr, Sanford, FL 32773

Tuesday, June 21, 2011, 7:00 AM – 11:00 AM  
Thursday, June 23, 2011, 3:00 PM – 7:00 PM

Osceola Square Mall Super Stop, Armstrong Blvd. and Columbia Ave., Kissimmee, FL 34741

Tuesday, June 21, 2011, 3:00 PM – 7:00 PM  
Thursday, June 23, 2011, 7:00 AM – 11:00 AM

A total of 130 written comments were received at the workshops. Of these comments, 7 were in favor of one or more of the proposed changes, 2 were against one or more of the changes and 121 of all the comments received were off topic, meaning that they commented on issues other than the proposed service changes. Of the two negative comments, one was requesting the Link 17 schedule to remain unchanged and the other was requesting the proposed FastLink OBT to operate on a different alignment. Staff will develop answers to the questions posed at the workshops and post them on the LYNX website.

**PROPOSED SERVICE CHANGES:**

Staff has identified the following proposed service efficiencies and effectiveness changes for the August 14, 2011 service changes:

<b>Link</b>	<b>Proposed Change</b>	<b>Reason</b>
4	Reduce frequency of service from 15 min headway to 30 min headway between the hours of 1:45 p.m. to 4:00 p.m. on outbound trips and 12:20 p.m. to 3:20 p.m. on inbound trips.	This change will allow LYNX to provide limited stop service on the OBT corridor.
17	The schedule of the final three evening inbound trips will be adjusted - will arrive at Rosemont at 12 after the hour, at OBT & Princeton at 16 after the hour, and at LCS at 25 after the hour.	Excess time built into schedule will be removed. Trips that currently arrive at LCS at 11:35 p.m., 12:35 a.m., and 1:35 a.m. will now arrive at 11:25 p.m., 12:25 a.m. and 1:25 a.m.
20	Realign inbound trips from Church Street to Central Boulevard.	This change will provide for consistent routing, eliminating the need for Amway Center event detour routing.
30	One westbound a.m. and one eastbound p.m. trip will be rerouted to serve Westside Technical School on Story Rd. in Winter Garden.	To provide direct service to Westside Tech.
34	Saturday service adjusted.	In order to provide on-time service on Saturdays.
36	Realign inbound trips from Church Street to Central Boulevard.	This change will provide for consistent routing, eliminating the need for Amway Center event detour routing.
41	The last two evening trips departing Orlando International Airport will depart 5 minutes later.	This change was requested by OIA employees who utilize the Link 41.
46E	Saturday service adjusted.	In order to provide on-time service on Saturdays.
46W	Saturday service adjusted.	In order to provide on-time service on Saturdays.



# LYNX Board Agenda

102	Change routing arriving at and departing from Fernwood Boulevard and Oxford Road.	This change will provide for more efficient bus movement and safer transfers.
102	Reduce frequency of service from 15 min headway to 30 min headway between the hours of 10:00 a.m. to 12:30 p.m. on outbound trips and 11:34 a.m. to 1:04 p.m. on inbound trips.	This change will allow LYNX to provide limited stop service on the US 17/92 corridor.
103	Change routing arriving at and departing from Fernwood Boulevard and Oxford Road.	This change will provide for more efficient bus movement and safer transfers.
103	Add running time to the Saturday schedule.	In order to provide on-time service on Saturdays.
103	Remove 5:00am weekday inbound trip from Seminole Center	This change will allow LYNX to provide limited stops service on the US 17/92 corridor.
200	Remove Colonial Center stop (Mitsubishi Building stop).	Will provide more efficient service on the Link 200.
434	Adjust running times between selected time points along the route.	This change will eliminate early arrivals at time points, thereby doing away with the need to hold and catch up time.
FASTLINK OBT	Add limited stop express service in morning & afternoon peak periods on Orange Blossom Trail corridor from Osceola Square Mall to downtown Orlando.	To provide faster service on the OBT corridor between Kissimmee and downtown Orlando.
FASTLINK 17/92	Add limited stop express service in morning & afternoon peak periods on US 17/92 corridor from Sanford to downtown Orlando; remove mirroring Link 102 trips.	To provide faster service on the 17/92 corridor between Sanford and downtown Orlando.

## **FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2011 and FY2012 operating budgets.

Consent Agenda Item #6.D. xvi

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Ratify the Submittal of State of Good Repair and Livability Grant Applications to the Federal Transit Administration

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee's submittal of grant applications to the Federal Transit Administration (FTA) for Discretionary Bus and Bus Facilities State of Good Repair and Discretionary Livability and Alternatives Analysis Funding Programs.

**BACKGROUND:**

The U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) and the U.S. Department of Housing and Urban Development (HUD) have released several "Notices of Funding Availability (NOFA)" during the last week of June 2011 outlining new discretionary grant opportunities for transit systems. The NOFAs described FY 2011 grant opportunities for funds that were previously appropriated in prior years. The focus of these grant opportunities is to support livability, greenhouse gas reduction, energy efficiency, sustainability, and economic development.

Due to the deadlines required under the funding programs, some applications have been submitted on July 26, 2011. Based on the Long Range Transportation Concept Plan and organizational objectives, LYNX has proposed applications that are in accordance with the criteria of the funding opportunities.

Two of the funding opportunities considered by LYNX are summarized below:

**Discretionary Bus and Bus Facilities Program (State of Good Repair): (due July 26, 2011)**

The SGR Bus initiative will make funds available to public transit providers for capital projects to replace, rehabilitate, and purchase buses and related equipment and to construct/rehabilitate bus-related facilities. As part of the SGR program, FTA will prioritize the replacement and rehabilitation of intermodal facilities that support the connection of bus service with multiple modes transportation. In addition, FTA will prioritize funding for the development and implementation of new or improvement of existing transit asset management systems

The local match requirement is a minimum of 20%. Based on the Long Range Transportation Concept Plan, LYNX has identified the following projects, utilizing LYNX operating reserve funds as local match.

**Project Submitted:**

- LYMMO System Rehab - \$3 million

**Discretionary Bus and Bus Facilities Livability and Alternatives Analysis Program: (due July 26, 2011)**

The Bus Livability and the Alternatives Analysis (AA) Program will invest in projects that fulfill the following six livability principles that serve as the foundation for the DOT–HUD–EPA Partnership for Sustainable Communities:

1. Provide more transportation
2. Promote equitable, affordable housing
3. Enhance economic competitiveness
4. Support existing communities
5. Coordinate policies and leverage investment
6. Value communities and neighborhoods:

The local match requirement is a minimum of 20%. Based on the Long Range Transportation Concept Plan priorities, LYNX submitted the following projects:

- ✓ AA: Highway 50 – UCF/Alafaya through John Young Parkway \$1.5 million. Local match: \$300,000. Local match will be funded with LYNX reserves.
- ✓ Kissimmee Intermodal Transfer Center \$2.5 million. Local match: \$500,000. Local match will be funded with LYNX reserves.

In FY2010, LYNX successfully received 2 awards under the Livability Program in the amount of \$2.0332 million total Federal funding for the US-192 Alternatives Analysis and the LYNX Orlando Trail (LOT) Project. Local match for these projects have been committed by the City of Orlando and Osceola County.

**FISCAL IMPACT:**

Any future award will be included in the appropriate LYNX fiscal year capital budgets. FTA funding announcements are anticipated by early FY2012.

LYNX staff is requesting \$3 million for the State of Good Repair initiative, the local match in the amount of \$600,000 will be funded with LYNX' operating reserves.

LYNX is requesting \$4 million for the Bus and Bus Facilities Livability and Alternatives Analysis Program. The local match requirements will be funded with LYNX' operating reserves in the amount of \$800,000.

**Action Agenda Item #7.A**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Donna Tefertiller  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Accept the Restated LYNX ATU 1596 Pension Plan

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization to accept the restated LYNX ATU 1596 Pension Plan document.

**BACKGROUND:**

Staff updated the Board in November 2010 of our intention to have the Plan restated incorporating previous amendments to the Plan and to then submit the Plan to the IRS for a "Letter of Determination".

The ATU Pension Plan ("PP"), which is sponsored by LYNX, is a retirement plan intended to be qualified under Internal Revenue Code section 401(a). It is subject to the same timetable for restatement as the LYNX Money Purchase Plan ("MPP"), which is January 31, 2011. The ATU Board of Pension Trustees has met with their attorney, Bob Sugarman, and third-party administrator, Nick Scheiss to discuss restating the Plan document and submitting it to the IRS for a Determination Letter. ATU Board of Pension Trustees has approved the ATU Pension Plan being amended by continuing to utilize the current Plan document, incorporating all amendments that have been approved since the last restatement in 2001 (see attached summary of amendments) and any additional provisions required by the Economic Growth Tax Relief Reconciliation Act ("EGTRRA") and the Pension Protection Act of 2006.

This restatement is not intended to change any existing provisions of the LYNX ATU Pension Plan, but merely to incorporate all of the existing approved amendments, statutory and regulatory language into the document that is required for the Plan to retain its tax qualified status.

## LYNX Board Agenda

In addition to the restatement, the Board of Pension Trustees has accepted its attorney's recommendation to submit the Pension Plan document to the Internal Revenue Service ("IRS") for a Determination Letter. It is particularly critical since the Pension Plan last received a Determination Letter in the mid-1990s and did not receive one for the 2001 restated plan. Thus, there are two reasons for the restatement: (1) the number of voluntary substantive amendments and (2) the statutory and regulatory language enacted since 2001. Since this would be the first submission for governmental plans under the revised IRS Determination Letter program, the IRS has relaxed some of the standards usually applicable to such filings and it is highly advisable to take advantage of this leniency. The Plan document has been submitted to the IRS and the plan is waiting on a response from the IRS.

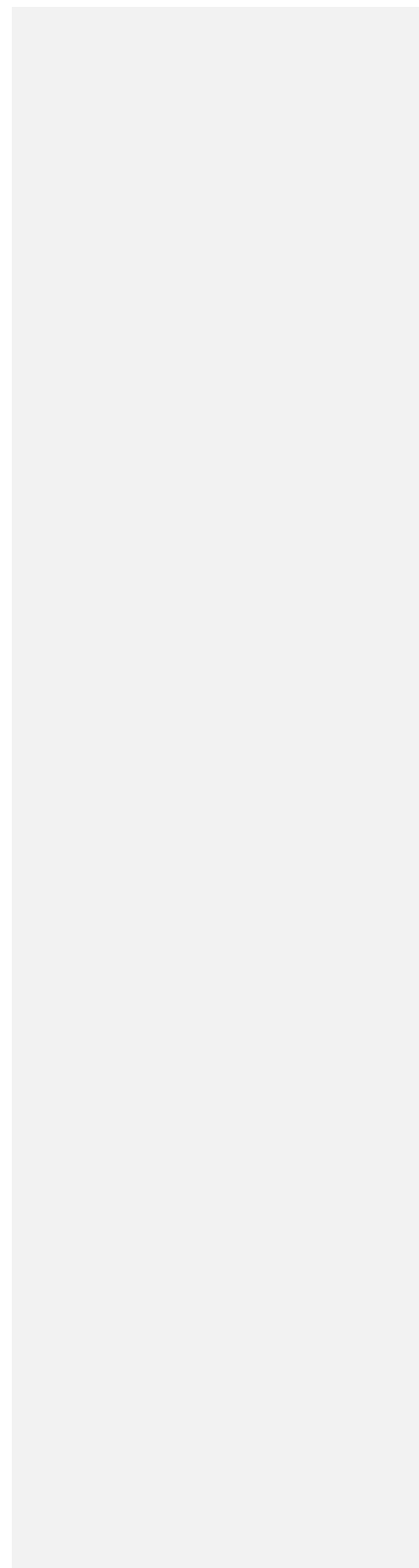
The submitted Pension Plan document is attached for your approval.

**AMALGAMATED TRANSIT UNION LOCAL 1596  
PENSION PLAN**

**RESTATED  
AGREEMENT AND DECLARATION OF TRUST  
AND PENSION PLAN**

Effective this \_\_\_\_ day of \_\_\_\_\_, 2011~~02~~

**TABLE OF CONTENTS**





**AMALGAMATED TRANSIT UNION**  
**LOCAL 1596**  
**PENSION TRUST AND PLAN**

**INTRODUCTION**

This Pension Trust and Plan is established for the exclusive benefit of certain employees of the transit system operated by the Employer, the Central Florida Regional Transportation Authority. Employees of the system are represented by the Amalgamated Transit Union Local 1596; and contributions are required by the terms of the Union's collective bargaining agreement. The Employer is also obligated to maintain this plan and to fund certain benefits as part of a settlement agreement entered into by various parties, which agreement has been assumed by and is binding upon the Central Florida Regional Transportation Authority. It is the intent of the parties hereto to maintain and fund this Plan indefinitely in accordance with its terms, to enable the employees of the system to earn adequate pensions upon retirement and to protect the well-being of employees' families through disability and survivor pensions.

In the event of any conflict between this document and the terms of any summary or description of this Plan, the terms of this Plan document shall prevail.

**ARTICLE I  
DEFINITIONS**

Unless the context clearly indicates otherwise, when used herein, the following words and phrases shall have the following meanings:

- 1.01 Accrued Benefit means the amount of the monthly pension benefit to which a Participant would be entitled if eligible on a particular date determined in accordance with the provisions of Article ~~IXVIII~~ of this Plan.
- 1.02 Actuarial Equivalent Any benefit which, under the terms of this Plan, is the actuarial equivalent of a stated benefit shall have the same present value on the date as of which such equivalence is established as such stated benefit. For purposes of establishing actuarial equivalence, present value shall be determined by discounting benefit payments for interest at an interest rate of seven percent (7%) and by using the UP 1984 Mortality Table, Male, adjusted for a ten percent (10%) female population.
- 1.03 Authority shall mean the Central Florida Regional Transportation Authority, doing business as "LYNX," and any successor or agent thereof.
- 1.04 Average Compensation shall mean the average of the total compensation received by an Employee during the five (5) highest paid plan years of an Employee's employment.
- 1.05 Beneficiary means the person or persons to whom a deceased Participant's benefits are payable under the terms of this Plan.
- 1.06 Benefit Credit shall mean the units of credit accumulated by a Participant as a result of covered employment as an Employee, which units are used to determine the amounts of the Employee's monthly pension benefit by multiplying the Units of Benefit Credit by the appropriate percentage of Average Compensation, as set forth in Article VIII.
- 1.07 Break in Service shall ~~have the meaning set forth in Section 7.02 hereof, mean a Plan year during which a Participant does not complete five hundred (500) hours of service in covered employment.~~
- 1.08 Code shall mean the Internal Revenue Code of 1986, as amended. Reference to a section of the Code shall include that section and any comparable section or sections of any future legislation that amends, supplements or supersedes said section.
- 1.09 Collective Bargaining Agreement shall mean the Collective Bargaining Agreement of the Union, the terms of which are approved by and binding upon the Authority and its agents, including any officers and employees thereof.

**ARTICLE I**

1.10 Compensation shall mean the gross earnings from covered employment of an Employee, including all regular hours, overtime, paid vacation, sick leave and leave of absence. Compensation shall not include (a) Employer contributions to this Trust, (b) any contributions or payments to any trust, fund or insurance plan to provide health, death or other fringe benefits to or on behalf of a Participant.

If an Employee becomes disabled as a result of injury or illness arising in the course of employment, he shall be deemed to receive compensation from covered employment during such period of disability up to one year for any such injury or illness, provided that the Employee or his Beneficiary, on his behalf, makes the Employee contributions required under section 3.05. For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Earnings shall include any elective deferral (as defined in Code Section 402(e)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 15.01(A) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code.

1.11 Covered Employment shall mean

- (A) Employment in work covered by the Collective Bargaining Agreement;
- (B) employment by the Employer in work that is supervisory or administrative in nature; provided that
  - (1) the Employee was a Participant in the Plan under the Collective Bargaining Agreement at the time of his promotion to a supervisory or administrative position and was promoted after April 23, 2002;
  - (2) the Employer has signed a participation agreement permitting participation in the Plan, and contributions are paid to the Trust by the Employer and Employee, at the same rate as are required for employees in work covered by the Collective Bargaining Agreement;
- (C) employment in, or leave to attend to, Union business or the business of this Plan and Trust, provided that the Employee is paid for such services by the Employer, the Union or the Trust, and provided that contributions are paid to the Trust for such employment.

1.12 Custodian shall mean a bank or other qualified institution designated by the Trustees to hold assets of the Trust for safekeeping and to carry out the directions of the Trustees and any Investment Advisor.

1.13 Early Retirement Date shall have the meaning set forth in Article IX hereof. ~~Early Retirement Date shall mean the earliest date on which an employee is entitled to~~

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ARTICLE I

~~a pension benefit, other than a disability benefit, and shall be the first of the calendar month coincident with or next following the date that Employee meets the following age and service requirements:~~

~~(A) Fifty five (55) years of age;~~

~~(B) Vesting; i.e., credit with ten (10) years of Vesting Service; and~~

~~(C) ten (10) Units of Benefit Credit.~~

~~Employees with fewer than ten (10) years of vesting service are not eligible for early retirement.~~

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1.14 Effective Date of this Restated Plan shall mean January ~~November~~ January 1, 2011~~192~~, and the original effective date of the Plan is October 1, 1984.

1.15 Employee shall mean

(A) a person employed in work that is within the collective bargaining unit represented by the Union (bargaining unit employee);

(B) a person who has been promoted from within the collective bargaining unit on or after April 23, 2002, to a non-exempt, administrative or supervisory position with the employer (non-bargaining unit employee).

A part-time employee is an employee who regularly works less than thirty (30) hours per week.

1.16 Employer shall mean the Authority and any agent, subsidiary, affiliate or successor thereof.

1.17 Enrolled Actuary shall mean a person selected by the Trustees who is an ~~Enrolled Actuary within the meaning of Section 112.62(3) Florida Statutes, actuary enrolled with the Joint Board for the Employment of Actuaries established under Subtitle C of Title II of ERISA.~~

1.18 Entry Date shall ~~have the meaning set forth in Article VI hereof, mean~~  
~~October 1, 1984, for an Employee who was employed in covered employment on October 1, 1984 and on October 1, 1985; otherwise the date on which an Employee is first employed in covered employment in the collective bargaining unit represented by the Union.~~

~~1.19 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended, commonly known as ERISA.~~

1.1920 Fiduciary shall mean a person who has any discretionary responsibility in the administration of the Plan; or, when designated by the Trustees pursuant to authority granted by the Plan, one who acts to carry out a fiduciary responsibility.

**ARTICLE I**

- | 1.204 Fiscal Year shall mean the twelve (12) month period beginning October 1 and ending September 30.
- | 1.212 Future Service shall mean the full Units of Benefit Credit with which a Participant is credited from October 1, 1984 to his Early or Normal Retirement Date.
- | 1.223 Fund or Trust Fund shall mean any and all assets held under this Plan and Trust by the Trustees.
- | 1.234 Gender Unless the context requires another meaning masculine pronouns include the corresponding feminine pronouns and the singular includes the plural.
- | 1.245 Hour of Service shall mean:

- (A) Each hour for which an employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties in covered employment. These hours shall be credited to the Employee for the Plan year in which the duties are performed.
- (B) Each hour for which an employee is directly or indirectly paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Except as to duty related disability, no more than 501 hours of service shall be credited under this subsection (B) for any single continuous period (whether or not such period occurs in a single Plan year).

An Employee who is disabled as a result of injury or illness arising in the course of employment shall be credited with Hours of Service under Section 3.05 herein, provided that the Employee or his Beneficiary makes the contributions required under Section 3.05.

- (C) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the Plan year to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service shall not be credited under more than one of the above subsections (A), (B) or (C).

Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, which are incorporated herein by this reference.

- | 1.256 Insurer shall mean any legal reserve life insurance company which shall issue contracts (if any) purchased hereunder.

ARTICLE I

- 1.267 Investment Advisor shall mean a party that (i) is either (a) registered as an investment advisor under the Investment Advisors Act of 1940, or (b) a bank (as defined in the Investment Advisors Act of 1940), or (c) an insurance company qualified to manage, acquire and dispose of pension plan assets under the laws of Florida or another State, and (ii) is granted the power to manage, acquire and dispose of any assets of this Plan by the Trustees.
- 1.278 Money Purchase Plan shall mean the "Money Purchase Plan and Trust Agreement for Employees of Transit Management of Florida, Inc." and the plan and trust established pursuant thereto on May 15, 1979, and as amended thereafter.
- ~~1.289 Normal Retirement Date shall have the meaning set forth in Article IX hereof. Normal Retirement Date shall mean the first of the calendar month coincident with or next following the Participant's sixty-second (62<sup>nd</sup>) birthday.~~
- ~~1.290- Participant shall mean an Employee who participates in this Plan, or who has retired under this Plan. An employee will become eligible to participate in this Plan and to become a Participant on his Entry Date as defined in Article VI hereof in accordance with Section 1.18, except that any Employee who was employed on the original Entry Date, October 1, 1984, shall become a Participant on such original Entry Date if he was employed in covered employment on October 1, 1985.~~
- ~~1.31 Participation Agreement Participation Agreement means an agreement in writing signed by the Employer and a non bargaining unit employee, pursuant to which the non bargaining unit employee agrees to participate in the pension plan and to pay contributions; and the Employer agrees to make contributions on behalf of the non bargaining unit employee to the pension plan.~~
- 1.302 Past Service shall mean the full Units of Benefit Credit with which a bargaining unit Employee is credited for employment prior to October 1, 1984. Current Employees will be deemed to have completed a Unit of Past Service for every plan year between October 1, 1978 and September 30, 1984, that they worked one-thousand (1,000) hours in work that is covered employment in 1985. Employees covered by the Stipulation of Settlement shall be credited with additional units of past service credit in accordance with Addendum A attached hereto. Certain Employees who were Participants in the Money Purchase Pension Plan may also have a separate Rollover Account in this Plan as a result of transfer of amounts from the Money Purchase Plan pursuant to the provisions of Addendum B hereto.
- 1.313 Plan shall mean this Trust Agreement and Pension Plan.
- 1.324 Plan Year shall mean the twelve (12) consecutive month period commencing October 1 and ending September 30.
- 1.335 Retirement means an employee's withdrawal from employment with the employer, with a pension payable from the Fund except that nothing herein shall be interpreted to prohibit employees from returning to work after retirement,

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**Comment [DR1]:** I suggest removal of this language assuming that no participation agreement is in effect with respect to this plan.

**ARTICLE I**

provided that part-time employees shall not be permitted to participate in the pension plan; and full-time employees shall cease receiving retirement benefits upon their return to employment after retirement. This section shall not be interpreted to preclude the parties from adopting a deferred retirement option plan ("DROP").

- | 1.346 Stipulation of Settlement shall mean the Stipulation of Settlement given final approval by the Hon. G. Kendall Sharp, District Judge, on February 11, 1985, in the matter of Darden, et al. v. Transit Management of Florida, Inc., et al., Case No. 82-173-Civ-Orl-18, Federal District Court, Middle District of Florida.
- | 1.357 Trust or Trust Fund shall mean the trust created by this Trust Agreement.
- | 1.368 Trust Agreement shall mean this Agreement and Declaration of Trust and Pension Plan.
- | 1.379 Trustees shall mean the Board of Trustees acting collectively in accordance with this Trust Agreement.
- | 1.3840 Union shall mean the AMALGAMATED TRANSIT UNION LOCAL 1596, AMALGAMATED TRANSIT UNION, AFL-CIO, CLC, or any successor thereto.
- | 1.3944 Units of Benefit Credit. See Section 1.06, "Benefit Credit."
- | ~~1.42 Unreduced Early Retirement shall mean the earliest date on which an employee with twenty (20) or more years of service is entitled to an unreduced pension benefit, other than a disability benefit, and shall be the first of the calendar month coincident with or next following the date that Employee meets the following age and service requirements:~~
  - ~~— (A) Fifty-eight (58) years of age; and~~
  - ~~— (B) Twenty (20) years of vesting service with the Employer (credit with twenty (20) years of Vesting Service).~~
- | 1.403 Vested shall mean having a nonforfeitable right to a benefit under this Plan. An Employee shall be vested in the manner and to the extent set forth in Article VII out in of this Plan.
- | 1.414 Vesting Credit shall mean the units of credit accumulated from year to year as a result of employment with the Employer and that may result in a Participant obtaining vested status, as set forth in Article VI of this Plan. ~~No vesting credit will be given for any year in which an employee works fewer than one thousand (1,000) hours in covered employment. See Article IX for provisions on Vesting Credit.~~

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**ARTICLE II  
ADMINISTRATION**

- 2.01 Board of Trustees The Board shall consist of six (6) appointed Trustees: three (3) Employer Trustees appointed by the Authority or its designee and three (3) Union Trustees appointed by the President of the Union or his designee. Effective as of October 31, 2001, each trustee shall serve a term of three (3) years, and may be re-appointed to additional terms without limitation. In order to ensure continuity, trustee appointments shall be staggered, so that each appointing entity shall appoint a new trustee to a new three (3) year term in each September of the initial three (3) years after the adoption of this Agreement. This appointment will be effective as of the second to last order of business at the last meeting of the calendar year.

Trustees shall serve until successors have been appointed. Trustees shall serve for their entire term, except that a trustee may be removed for good cause shown, by a vote of five of six trustees.

Upon the removal or resignation of a Trustee, the Authority, or the Union, as the case may be, shall notify the other Trustees of such removal or resignation and the name of the successor trustee within ten (10) days of such removal or resignation.

The Board shall act as Trustees hereunder and shall exercise all the powers of the Trustees as defined herein except to the extent that such powers and duties are expressly delegated to an Investment Advisor, Custodian or other person selected by the Trustees.

- 2.02 Officers of Trustees. At its last meeting of the calendar year, the Board shall, as the last order of business on its agenda, elect as officers a Chairman from among the Union Trustees and a Secretary from among the Employer Trustees. The elected officers shall immediately assume office at the conclusion of the meeting, and shall serve a two (2) year term, with no limitation on the number of terms an officer may serve.

The Chairman shall have the power to determine the agenda and order of Trustees' meetings in accordance with reasonable rules. The Secretary shall keep a record of all meetings, reports to and actions of the Trustees, shall be responsible for the records of the Plan, and, along with the Chairman, shall be authorized to carry out the decisions of the Trustees between meetings. The Chairman and Secretary may delegate these ministerial duties in accordance with the plan provisions.

- 2.03 Meetings of Trustees Meetings of the Trustees may be called by the Chairman, Secretary or any two (2) Trustees by providing all Trustees with written notice a reasonable time in advance of the meeting along with notice of the matters to be



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**ARTICLE II**

considered. The Trustees shall meet at least quarterly, and at such other times as necessary to conduct the business of the plan.

- 2.04 Quorum Two (2) Union Trustees and two (2) Employer Trustees shall be required for a quorum of the Board of Trustees.
- 2.05 Voting Action by the Board of Trustees shall require a majority vote of those present at a Board Meeting.
- 2.06 Disqualification for Interest A Trustee shall be disqualified from voting upon any matter affecting only himself.
- 2.07 Authorization to Act for Trustees The Trustees may, by appropriate actions, authorize any one of its members to take any action on behalf of the Board, and any separate Trustee, and others dealing with the Board may accept and rely upon such actions unless notified in writing that authorization has been revoked by the Board.
- 2.08 Powers and Responsibilities of Trustees In addition to the specific provisions of this Trust Agreement, the Trustees shall have the following general powers and responsibilities:
- (A) to adopt and construe the Plan, to determine all questions arising thereunder, including, particularly, questions submitted by an Investment Advisor or Custodian on all matters necessary for proper discharge of its duties, powers and obligations. The decision of the Board made in good faith upon matters within the scope of its authority shall be final;
  - (B) at all times to act uniformly and without discrimination and from time to time to set forth rules of interpretation and administration, subject to modification as appropriate in the light of experience;
  - (C) to have the sole authority to enforce the Plan and act regarding it on behalf of all Participants, and any other persons claiming an interest in the assets of the Plan;
  - (D) to make available to the Participants for inspection such reports for such periods as may be required by law;
  - (E) to furnish to any Investment Advisor or Custodian such records, information, and reports as may be necessary in order for such person to discharge its responsibility hereunder;
  - (F) from time to time to furnish Participants with statements of their interest in the Plan and to make such other reports as may be required by law;
  - (G) to employ agents to carry out the business and other matters of the Plan, including hiring actuarial and accounting services and employing legal counsel, and to pay reasonable compensation and expenses for such services;

**ARTICLE II**

- (H) to elect from its members a Chairman, who shall be the Plan's agent for the service of process, unless the Board expressly designates another agent for service of process;
- (I) to prepare and file with the Internal Revenue Service, and any other appropriate governmental agency such returns, forms and information as may be required;
- (J) to prepare and file any disclosures or reports required by federal or state law;
- (K) to keep on file minutes of its meetings, a copy of this Trust Agreement, including any subsequent amendments, and all annual reports for examination during reasonable hours by Participants in the Plan;
- (L) to the extent not otherwise prohibited by law, to instruct any Investment Advisor or Custodian as to the investment or Trust assets;
- (M) to preserve and keep safe, all assets of the Trust;
- (N) to prepare and file any accounting or report required by any court or governmental agency;
- (O) except as otherwise required by law, and as limited by its investment policy guidelines, to invest and reinvest in property of any character, real or personal, foreign or domestic, including, but without limitation on the generality of the foregoing, stocks, including shares of open-end investment companies (mutual funds), bonds, notes, mortgages, real estate, debentures, face amount certificates, endowment, annuity, life insurance, immediate participation guarantee and deposit administration annuity contracts (including securities, annuities and insurance contracts distributed by a Custodian or Investment Advisor and its affiliated companies if so qualified, and pooled separate accounts of an insurance company maintained for qualified plans);
- (P) to retain in cash or other property unproductive of income, without liability for interest, so much of the trust assets as may be determined to be necessary and proper; to deposit cash in any bank and select any bank as custodian; and to cause securities or other property to be held in its own name, or in the name of its nominee, with or without a disclosure of the Trust;
- (Q) to manage, control, sell, convey and exchange; compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; institute, compromise and defend actions and proceedings; and take any other action necessary or desirable in connection with the administration of the Trust;

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**ARTICLE II**

- (R) to vote any stocks, bonds or other securities of any corporation or other issuer at any time held in trust; otherwise consent to any action on the part of any such corporation or other issuer; give general or special proxies or powers of attorney, with or without power of substitution; participate in any reorganization, recapitalization, consolidation, merger or similar transaction with respect to such securities, and to deposit such stocks or other securities in any voting trust, or with any creditors committee; to exercise any subscription rights and conversion privileges; and generally exercise any of the powers of any owner with respect to the stock or other securities or properties comprising the Trust;
- (S) generally to do all such acts, execute all such instruments, take all such proceedings, and exercise all such rights and privileges with relation to property constituting the trust fund as if the Trustees were the absolute owners thereof.

2.09 Ownership of Assets. The ownership of all assets, including shares of stock and any endowment, annuity and life insurance contracts, shall be in the name of the Board of Trustees unless the Trustees expressly direct that they shall be in the name of any Custodian or Investment Advisor. The Investment Advisor, if so directed, will transmit all notices and proxy material in connection with securities held in Trust to the Trustees. The indicia of ownership of all assets held under this Trust shall be retained within the United States.

2.10 Authorization to Sign. The Chairman and Secretary and any designated Trustees shall have the authority to execute documents except amendments to the Trust and Plan on behalf of all the Trustees, and any person dealing with said Trustee shall accept and rely upon such documents.

2.11 Year-End Report. Following the end of the Plan's fiscal year, the Authority shall certify to the Trustees the amount of Employer contributions for the preceding fiscal year. Within sixty (60) days of the end of the fiscal year, the Custodian and any Investment Advisor shall render to the Trustees an account of its administration of the Trust for the preceding year.

2.12 Investment Advisor or Manager. Any investment advisor or Manager appointed by the Board shall be and act as a fiduciary under Section 401 of the Internal Revenue Code for purposes of the Plan. The Investment advisor's or manager's fiduciary or other responsibilities are to be governed by this Trust Agreement, by any applicable federal and state laws, and any express delegation approved by the Trustees and accepted by the Investment Advisor.

2.13 Trust Fund Investment. The Trustee may, from time to time, transfer to a common, collective or pooled trust, all or such part of the assets of the Trust Fund as the Trustees may deem advisable and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective or pool trust, which contemplates the commingling, for investment purposes of such Trust Fund assets with trust assets of other trust funds. The Trustees may, from time to time, withdraw from such common, collective or pooled trust as the Trustees may deem advisable.

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**ARTICLE II**

- 2.14 Valuation of Assets. The Trustees shall cause the certification to the Trustees of the valuation of the Trust's assets as of the preceding fiscal year-end. Within one hundred twenty (120) days following the close of each Plan Year, the Board shall cause the assets of the Trust to be valued as of the end of such Plan Year. The Board may also cause the assets of the Trust to be valued at such other times as it deems necessary or appropriate.
- 2.15 Enrolled Actuary. The Trustees shall appoint an Enrolled Actuary to perform the duties of the Enrolled Actuary herein specified and such other duties in connection with the administration of the Plan as may be conferred upon him by the Trustees and are not contrary to the provisions of this Plan. All determinations of equivalent values permitted or required to be made under the Plan or otherwise shall be made only in accordance with the advice of the Enrolled Actuary and the rules, regulations and tables relating thereto shall be applied in a uniform manner and shall become effective only with the Trustees' approval.

The Trustees shall have the right at any time to remove the Enrolled Actuary then acting, and to appoint a successor or successors.

- 2.16 Disputes of Trustees. In the event of a deadlock of the Trustees, including the failure because of a dispute to obtain a quorum at two (2) successive meetings of the Trustees (after written notice of said meetings) any Trustee may submit the dispute to final and binding arbitration under the rules and regulations of the American Arbitration Association. Any dispute among the Trustees or between the Trustees and the plaintiffs covered under the Stipulation of Settlement, including any dispute over the terms or benefits to be included in this Trust Agreement, shall be submitted to final and binding arbitration under the rules and regulations of the American Arbitration Association. The decision of the arbitrator in any such dispute shall be final and binding upon all parties, the Trustees, the Authority and the Union. The arbitrator shall not have the authority to alter or amend the terms of the Stipulation of Settlement or the terms of any Collective Bargaining Agreement, but shall have the authority to interpret this Trust Agreement and the obligations set forth herein and under the Stipulation of Settlement in such a manner as to carry out the intent of this Plan to benefit Participants and their Beneficiaries.

ARTICLE III

COLLECTION OF CONTRIBUTIONS

3.01 Employer Contributions. Employer contributions and deductions of Employee contributions ("Contributions") shall be made in accordance with the terms of the Collective Bargaining Agreement, or any applicable Participation Agreement and as provided herein to carry out the terms of the Stipulation of Settlement. All Contributions shall be paid to the Board of Trustees within ten (10) business days of the date of paychecks for which Employees have worked in covered employment. Any Contribution not received by the Board or its designated Custodian on the date on which it is due shall be considered a delinquent contribution. The Employer shall be obligated to pay interest at the rate of one percent (1%) per month from the date on which Contributions were due and any costs of collection incurred by or on behalf of Trustees, including reasonable auditor's and attorney's fees.

Reports of Employees' wages and hours shall be delivered at least quarterly to the Trustees or to any person designated by the Trustees, and such reports shall be made in the form prescribed by the Trustees.

3.02 Funding of Benefits and Administrative Costs Under Stipulation of Settlement. The Authority shall assume all obligations of Transit Management of Florida to fund all past service credits to which Participants are entitled as a result of the Stipulation of Settlement. Employer Contributions to fund such benefits shall be determined separately and shall be in addition to those required by any Collective Bargaining Agreement. Such Employer Contributions shall include payments to the Trustees for any administrative expense in carrying out the Stipulation of Settlement, including actuarial fees required to determine levels of benefits and funding.

Employer Contributions pursuant to the Stipulation of Settlement shall be sufficient to cover at least the normal costs of the benefits and expenses and to amortize the unfunded liability within at least thirty (30) years of the date of the Stipulation of Settlement or such shorter period as may be required by law.

~~3.03 Contributions by Employers Other Than LYNX. Employees of the Union or this Trust may participate in this Trust and Plan with approval of the Trustees, provided that the Union or the Trust and the Employee make contributions prescribed by the Trustees in accordance with any rules and regulations adopted by the Trustees and provided further that the Union or the Trust and the Employee sign a participation agreement setting forth the terms governing participation in the Plan.~~

3.034 Payments to Investment Advisor or Custodian. The amount of contributions, if any, to be paid or forwarded to an Investment Advisor or Custodian appointed hereunder shall be determined by the Trustees in accordance with the plan

**Comment [DR2]:** I suggest removal of this language assuming that there is not any contributions from any other employer.

**ARTICLE III**

adopted by the Trustees for the funding of benefits, investment of plan assets and payment of plan expenses.

- | 3.045 Contributions on Behalf of Disabled Employee. An Employee who is disabled as a result of injury or illness arising in the course of employment shall be entitled to have Employer contributions made to the Plan on his behalf for up to one year for any such injury or illness in the amount provided for in Section 3.01, provided that, the Employee or his Beneficiary on his behalf, makes any Employee Contributions required under Section 3.01. Such Employee Contributions, in order to be accepted and credited, must be received by the Trustees within one (1) year of the earliest of the following dates in order to be credited:
- (A) the Employee's return to covered employment after the cessation of disability;
  - (B) the first anniversary date of the Employee's disability; or
  - (C) the death of the Employee.

The Employer contribution attributable to such Employee Contributions shall be paid to the Plan at the same time and in the same amounts as the Contributions made by the Employee. The Compensation rate of any such Employee, for purposes of determining Contributions and for calculating average compensation for any period of such illness or injury, shall be deemed to be equal to the Employee's average gross earnings from covered employment over the twelve (12) months prior to the onset of illness or injury, or the adjusted average over any lesser period if the Employee had not been employed for twelve (12) months prior to illness or injury.

An Employee who is receiving a disability pension under this Plan shall not be entitled to make contributions under this Section.

- | 3.056 Employee Contributions. Effective the first day of the first full payroll period on or after January 1, 1993, or if later, the first day of the full payroll period of the first calendar quarter following receipt of a favorable determination letter from the Internal Revenue Service, the Employer shall pick up the employee contributions. The contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The Employer shall pick up the employee contributions from funds established and available from salaries, which funds would have otherwise been designated as employee contributions and paid to the Trust Fund. Employee contributions picked up by the Employer pursuant to this Section shall be treated for purposes of making a return of employees contributions, for vesting of employee contributions, and for all other purposes of this and other laws, in the same manner and to the extent as employee contributions made prior to the effective date of this Section. The intent of this Section is to comply with Section 414(h)(2) of the Internal Revenue Code.

3.067 Additional Employee Contribution.<sup>1</sup>

- (A) Enhanced Benefit Option: Any Participant who elects to do so may make an additional contribution of two and one half percent (2.50%) of wages to the pension plan, for the purpose of purchasing an enhanced retirement benefit in accordance with Section 98.024(A) hereof.
- (B) Additional Enhanced Benefit Option: Any Participant who elects to do so may make an additional contribution of two and one half percent (2.50%) of wages to the pension plan (for a total additional contribution of five percent (5%) of wages), for the purpose of purchasing an additional enhanced retirement benefit in accordance with Section 98.024(B) hereof.
- (C) Share Account: Any Participant who elects to do so may contribute an additional three percent (3%) or six percent (6%) of wages for the purpose of establishing a Share Account in accordance with 98.047(B).

Once the additional contribution for the enhanced retirement benefit option is elected, the Participant may not thereafter revoke the election.

3.07 Rollovers from qualified plans

- (A) Rollovers from qualified plans. Subject to any and all applicable Treasury regulations, and solely for the purposes of: (1) making a contribution in order to restore Benefit Credits under Section 6.01(E), or (2) making a contribution to the SHARE PLAN pursuant to Section 9.07(B) upon entry or re-entry into the Plan, a member may rollover to this Fund all or part of his or her interest in another qualified plan, provided that the amount rolled-over to this Fund shall not include any amount arising from post-tax contributions to the plan from which the funds are being rolled-over.

**Comment [DR3]:** This is amended language that did not get picked-up by the track changes function.

<sup>1</sup> (Formerly Section 3.07). Former Section 3.07 was amended effective November 9, 2004 by Amendment No. 5 to the 2002 Restated Plan Document as follows:

3.07 Additional Employee Contributions.

- (A) Enhanced Benefit Option: Any Participant who elects to do so may make an additional contribution of two and one half percent (2.5%) of wages to the pension plan, for the purpose of purchasing an enhanced retirement benefit in accordance with Section 8.04(A) hereof.
- (B) Additional Enhanced Benefit Option: Any Participant who elects to do so may make an additional contribution of two and one half percent (2.50%) of wages to the pension plan (for a total additional contribution of five percent (5%) of wages), for the purpose of purchasing an additional enhanced retirement benefit in accordance with Section 8.04(B) hereof.
- (B)(C) Share Account: Any Participant who elects to do so may contribute an additional three percent (3%) or six percent (6%) of wages for the purpose of establishing a Share Account in accordance with 8.17(B).

Once the additional contribution for the enhanced retirement benefit option is elected, the Participant may not thereafter revoke the election.

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ARTICLE IV

RESPONSIBILITY OF EMPLOYER

- 4.01 Contribution and Service Records. The Employer shall maintain records in which there will be designated (a) the amounts and dates of all contributions and deductions paid, (b) hours of service of each Employee and the basis for determining contributions and deductions, and (c) such other data as the Trustees may determine useful in carrying out their functions hereunder.
- 4.02 Reports to Trustees. The Employer shall furnish to the Trustees such records as are necessary for the Trustees to discharge their responsibilities hereunder.
- 4.03 Information to Participants. The Employer shall keep on file and make available access to the Trust Agreement and such other reports or documents as may be required for examination by Participants during reasonable hours. The Employer will provide all necessary assistance to the Trustees in distributing information to Participants.
- 4.04 Assistance to Trustees. The Employer shall assist the Trustees in carrying out their responsibilities as Trustees by releasing the Trustees from other responsibilities without loss of pay or benefits to attend Trustees' meetings, training, conferences, and to carry out the other duties of Trustees, by providing the Trustees with suitable facilities for meetings and for storage of Plan records and by making equipment and facilities of the Employer available to Trustees or persons employed by Trustees for preparation of Plan documents and reports.



**ARTICLE V**  
**EXPENSES OF PLAN AND TRUSTEES**

- 5.01 Payment by Plan. Any income taxes, penalties or other taxes of any kind whatsoever that may be levied or assessed upon or in respect of the Trust created hereunder, and any other expenses or fees incurred by or on behalf of the Plan, including compensation to an Investment Advisor or Custodian, accounting, actuarial and attorneys' fees and all administrative expenses incurred by the Trustees in the performance of their duties, except those enumerated in Article IV as payable by Employer, shall constitute a charge upon the assets of the Plan and shall be paid from the assets held hereunder.
- 5.02 Compensation for Services to Trustees. The compensation payable to persons providing services to Trustees shall be such reasonable compensation as may from time to time be agreed upon by the Trustees and service providers and shall be paid by Trustees.
- 5.03 Reimbursement of Expenses of Trustees. The Trustees shall receive reimbursement from the Trust for reasonable expenses properly and actually incurred in the performance of their duties as Trustees.
- 5.04 Compensation of Trustees. To the extent permitted by law, the Trustees may receive reasonable compensation from the Trust for their services as Trustees, including the time spent preparing for and attending Trustees' meeting and attending to the business of the Trust, except that no Trustee shall receive additional payment for attendance at Trustees' meetings or the performance of duties where the Trustee has been compensated by the Employer under the provisions of Article IV or the Stipulation of Settlement, or has been compensated by the Union for such service.
- 5.05 Education of Trustees. Trustees are authorized to use Trust assets to obtain memberships in professional or educational organizations and to pay reasonable expenses of Trustees to attend educational programs and other meetings designed to assist the Trustees in the performance of their duties or the protection of the Trust.

**ARTICLE VI  
CLAIMS PROCEDURE**

~~6.01 Claims Procedure. Within ninety (90) days of receipt of an application for benefits (or notification of the death of a Participant), the Trustees shall notify a Participant or Beneficiary in writing of his eligibility or non-eligibility for benefits under the Plan, except where a Participant is eligible for benefits on account of Disability. In the case of disability claimants, notice of eligibility or non-eligibility shall be given by the Board within ninety (90) days after the later of (1) the receipt of the Board of a written application to the Board by the Participant of his eligibility for a disability benefit, or (2) submission to the Board of competent, substantial evidence of disability.~~

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~~6.02 Denial of Claim. If the Board determines that a Participant or Beneficiary is not eligible for benefits, a written notice shall be mailed to the claimant setting forth the specific reasons for such denial. The notice shall be written in a manner calculated to be understood by the Participant or Beneficiary. The notice shall cite specific references to the Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim and why it is necessary, and an explanation of the Plan's claim review procedure.~~

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~~6.03 Review of Denial of Claim.~~

~~(A) If a Participant or Beneficiary is determined by the Trustees to be ineligible for benefits, or if the Participant or Beneficiary believes that he is entitled to greater or different benefits than determined by the Trustees, he may have the claim reviewed by the Trustees, by filing a petition for review with the Trustees within ninety (90) days after receipt by him of the notice issued by the Trustees. The petition shall state the specific reasons the Participant or Beneficiary believes he is entitled to benefits, or greater or different benefits. Within ninety (90) days after receipt by the Trustees of the petition, the Trustees shall notify the Participant or Beneficiary of its decision in writing, stating specifically the basis of their decision. The Trustees shall not be required to follow the strict rules of evidence, but their decision shall be based on competent substantial evidence.~~

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~~(B) If the trustees deny the claim after plenary review, the applicant may seek further review by filing a petition for certiorari with the circuit court within thirty (30) days of the notice of denial of the claim for benefits.~~

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~~6.04 Changes in Procedure. The Trustees may revise this claims procedure to any extent deemed necessary to comply with applicable law or to insure proper and clear notification to the Participant or Beneficiary and may delegate the implementation of claims procedures to one Trustee or to an agent of the Trustees.~~

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ARTICLE VII

ELIGIBILITY AND BENEFIT CREDIT

67.01 Entry Dates and Participation.<sup>2</sup>

- (A) Each Employee shall be eligible to participate in this Plan and shall be a Participant on his Entry Date. The original Entry Date under this Plan is October 1, 1984. The Entry Dates of Employees hired after October 1, 1984 shall be the first day of employment in the bargaining unit, provided that the Employee completes his Probationary Period as defined in the Collective Bargaining Agreement.
- (B) Every Participant shall execute such forms as required by the Trustees.
- (C) A Participant shall become ineligible to participate if he is no longer a member of an eligible class of employees. In the event an employee who is not a member of the eligible class of employees becomes a member of the eligible class, such employee shall participate from his Entry Date.
- (D) Rehired Employee. A previous Participant rehired following severance of employment shall be treated as a new employee, except as otherwise provided herein.
  - (1) *No Break in Service.* If such former Participant's years of vesting service before his termination exceeds the number of consecutive one (1) year breaks in service after such termination, such Participant shall participate immediately and shall retain his Benefit Credit from prior participation, provided, however, that a Participant who has taken a return of contributions shall refund his/her contributions in accordance with Section 67.01(E).
  - (2) *Break in Service.* A Participant who incurs a Break in Service and who is not partially or completely vested (does not have a nonforfeitable right to any portion of his Accrued Benefit derived

<sup>2</sup>(Formerly Section 7.01). Subsection (E) of former Section 7.01 was amended in its entirety effective January 21, 2003 by Amendment No. 1 to the 2002 Restated Plan Document. Prior to the amendment, that Subsection read as follows:

7.01 E. If an Employee receives a distribution, refund, or a benefit under this plan, and the Employee thereafter resumes employment covered under the plan, he or she shall have the right to restore his or her benefit credit, to the extent forfeited, upon repayment to the Plan of the full amount of the distribution, refund, or benefit, plus interest, compounded annually from the date of distribution at the rate of five percent (5%). Such repayment must be made by the Employee not later than the end of the five (5) year period beginning with the date of distribution or, if earlier, the date that his or her pension would commence. Unless the Participant repays the amount of such distribution, together with five percent (5%) interest compounded annually from the date of distribution, service performed by the Participant with respect to which a distribution or refund has been made shall be disregarded in determining his or her right to an accrued benefit derived from Employer contributions.

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**ARTICLE VI**

from Employer contributions) at the time of his termination shall be considered a new Participant if:

- a. the number of consecutive one (1) year breaks in service equals or exceeds five (5); and
- b. the number of consecutive one (1) year breaks in service equals or exceeds the aggregate number of years of vesting service.

(E) If an Employee receives a distribution, refund, or a benefit under this plan, and the Employee thereafter resumes employment covered under the plan, he or she shall have the right to restore his or her Benefit Credit, to the extent forfeited, upon repayment to the Plan of the full amount of the distribution, refund, or benefit, plus interest, compounded annually from the date of distribution at the rate of five percent (5%). Such repayment must be made by the Employee not later than the end of the seven (7) year period beginning with the date of return to covered employment, or, if earlier, the date that his or her pension would commence. Unless the Participant repays the amount of such distribution, together with five percent (5%) interest compounded annually from the date of distribution, service performed by the Participant with respect to which a distribution or refund has been made shall be disregarded in determining his or her right to an accrued benefit derived from Employer contributions.

(F) The Trustees shall determine any question of eligibility.

**67.02 Part time Employees' Optional Participation.**

All part time employees who do not want to participate in the Plan may opt out of participation. Part time employees shall have until the end of their probationary period (one hundred and twenty (120) days) to opt out of the Plan. Part time employees who decide to opt out shall notify the Trustees of their desire not to participate in the Plan. Thereafter, there shall be no withholding from the part time employee's salary for pension contributions and there shall be no employer contributions made on his/her behalf. If a part time employee changes to full time status, participation in the Plan shall be mandatory.

Participants who were part time employees as of April 1, 1991 who did not opt out as of June 30, 1991 shall not be permitted any further opportunity to opt out of the Plan. Part time employees who opted out as of June 30, 1991, but who were vested in the Plan shall be entitled to a retirement benefit at retirement age.

~~**7.03 Designation of Beneficiary.**~~

~~(A) Each Participant, upon entry in the Plan, shall designate, in writing filed with the Trustees, a beneficiary or beneficiaries. The designation of a beneficiary other than the spouse of a married Participant must be consented to by the spouse, which consent must be provided by the spouse, in writing. The consent shall acknowledge the effect of such~~

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~~beneficiary designation, and must be witnessed by a notary public. The Participant may change the beneficiary designation by filing a written notice of change with the Trustees. However, no married Participant may change his beneficiary without the written consent of his spouse. The spouse's consent must be in writing; must acknowledge the effect of such change of beneficiary; and must be witnessed by a notary public.~~

~~(B) *Insurance Contracts.* — With respect to a Participant's interest in any endowment, annuity or life insurance contracts, or deposit administration annuity contracts, the beneficiary thereof shall be as designated in accordance with the terms of such contracts. To change such designation, the Participant shall file written notice of change with the Trustees and the Trustees shall direct any insurer or other person to change the designation of beneficiary and to perform all acts as may be necessary to give effect to the instructions of the Participant. However, no married Participant may change his beneficiary without the consent of his spouse. The spouse's consent must be in writing; must acknowledge the effect of such change of beneficiary; and must be witnessed by a notary public.~~

~~(C) *Failure to Designate.* — If no beneficiary is designated as to a Participant's interest as of the date of death of the Participant, the following shall be deemed to be such Participant's beneficiary:~~

~~(1) — Participant's surviving spouse;~~

~~(2) — If the Participant has no surviving spouse, the Participant's lawful children or survivors of such children, in equal shares;~~

~~(3) — If the Participant has no surviving spouse, lawful children, or survivors of such children, then Participant's estate.~~

~~The Trustees shall determine the identity of the beneficiary in each case where no designation has been made, unless there is a surviving spouse in which case the surviving spouse shall automatically be designated as the beneficiary.~~

~~(D) *Change of Beneficiary After Retirement.*~~

~~After payment of retirement benefits has commenced, a retiree may change his or her designation of joint annuitant or beneficiary no more than two times in a lifetime. If the retiree desires to change his or her joint annuitant or beneficiary, the retiree shall file with the Board a notarized notice of such change either by registered letter or on a form as provided by the Board. If the retiree's named beneficiary at the time of retirement was his or her spouse, then the retiree must either:~~

~~(1) — submit proof that the spouse has died; or~~

**ARTICLE VI**

~~(2) submit a notarized affidavit from the spouse or ex-spouse, on a form to be provided by the Plan, waiving the spouse's or ex-spouse's right to any further beneficiary benefits under the plan.~~

~~(3) if divorce, request submission of a divorce decree.~~

~~Upon receipt of a completed change of joint annuitant form or such other notice, the Board shall adjust the member's monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the member's current benefit. The retiree requesting the change of beneficiary shall pay any costs associated with obtaining the actuarial information necessary to re-calculate the benefit.~~

~~7.04 Benefit Credit. A Participant will be credited with Units of Benefit Credit for hours of service worked in a Plan year as follows:~~

<del>Hours of Service</del>	<del>Units of Benefit Credit</del>
<del>2500 or more</del>	<del>1.3</del>
<del>2300 - 2499</del>	<del>1.2</del>
<del>2100 - 2299</del>	<del>1.1</del>
<del>1900 - 2099</del>	<del>1.0</del>
<del>1700 - 1899</del>	<del>0.9</del>
<del>1500 - 1699</del>	<del>0.8</del>
<del>1300 - 1499</del>	<del>0.7</del>
<del>1100 - 1299</del>	<del>0.6</del>
<del>900 - 1099</del>	<del>0.5</del>
<del>700 - 899</del>	<del>0.4</del>
<del>500 - 699</del>	<del>0.3</del>
<del>Below 500</del>	<del>0.0</del>

~~Units of Benefit Credit shall be accumulated by a Participant as a result of covered employment only for the period from and after October 1, 1978. Hours of Service shall be credited in accordance with Section 1.25.~~

~~Former Participants who return to employment but did not have a nonforfeitable right to any portion of their Benefit Credits derived from Employer contributions at the time of termination shall receive credit for all Units of Benefit Credit earned prior to their break in service in accordance with Section 7.01 (Entry Dates and Participation).~~

~~7.05 Family Leave.~~

~~Family and Medical Leave Act Leave. — Any employee who is absent from work due to taking leave under the Family and Medical Leave Act, 29 U.S.C. §2601-2654, shall not lose any benefit accrued prior to taking such leave because of taking such leave.~~

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~~Maternity and Paternity Leave.~~—Solely for purposes of determining whether a break in service for participation and vesting purposes has occurred (as defined in Section 1.07), an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) hours of service per day of such absence.

~~For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:~~

- ~~(1) by reason of pregnancy of the individual,~~
- ~~(2) by reason of the birth of a child of the individual,~~
- ~~(3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or~~
- ~~(4) for purposes of caring for such child for a period beginning immediately following such birth or placement.~~

~~The hours of service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.~~

**ARTICLE VII**  
**VESTING AND FORFEITURE**

**7.01 Vesting and Forfeitures.**

(A) A Participant's accrued benefit resulting from Employer contributions shall be vested in accordance with the following schedule:

<u>up to five (5) years of employment:</u>	<u>not vested</u>
<u>more than five (5) but fewer than six (6) years of employment:</u>	<u>fifty percent (50%) vested</u>
<u>more than six (6) but fewer than seven (7) years of employment:</u>	<u>sixty percent (60%) vested</u>
<u>more than seven (7) but fewer than eight (8) years of employment:</u>	<u>seventy percent (70%) vested</u>
<u>more than eight (8) but fewer than nine (9) years of employment:</u>	<u>eighty percent (80%) vested</u>
<u>more than nine (9) but fewer than ten(10) years of employment:</u>	<u>ninety percent (90%) vested</u>
<u>ten (10) or more years:</u>	<u>one hundred percent (100%) vested</u>

(B) A Participant shall be vested in his or her own contributions and shall be entitled to a refund of such contributions, along with five percent (5%) interest compounded annually, in the event the Participant terminates employment without being vested in Employer contributions.

(C) If a Participant is partially vested in Employer contributions, then he or she shall have the option to select a refund of his or her contributions as provided in Section 9.06, or to receive a deferred pension benefit.

(D) If the employment of a non-vested Participant is terminated otherwise than by death, his entire interest in the accrued benefits resulting from Employer contributions shall become forfeitable; and he shall not be entitled to any payment or benefit of any kind with respect to such contributions.

**7.02 Vesting Service.** Vesting service means an Employee's period of employment with the Employer, whether before or after adoption of the Plan, determined in accordance with reasonable and uniform standards and policies adopted by the Trustees, which standards and policies shall be consistently observed. A year of vesting service means a Plan year during which an Employee has not less than one thousand (1,000) hours of service. A Plan year in which a Participant has



**ARTICLE VII**

fewer than one thousand (1,000) hours of service shall not be counted as a year of vesting service.

Employees who leave this Plan after April 23, 2002 and subsequently re-enter this Plan after service as non-bargaining unit employees but who did not participate in this Plan as non-bargaining unit employees, shall be credited for vesting purposes only with their years of service in non-bargaining unit positions.

(A) *Credit During Military Leave.* Time spent on a military leave of absence required by law or granted by the Employer on account of service with the armed forces of the United States, or with such allies as the Employer may determine, which the employee entered from full time employment with the Employer during a period of national emergency or on account of compulsory service, shall count as vesting and benefit credit if the employee returned or returns therefrom to work with the Employer within the period prescribed by law to retain employment rights, or in the absence of any applicable law, within ninety (90) days.

(B) *Credit During Other Leave.* Time spent on a leave of absence (other than a military leave of absence) granted by the Employer in writing with or without pay, or on a temporary lay-off shall not be deemed to be a break in service, but no vesting or Benefit Credit shall be granted for such leave, except as otherwise specified for maternity/paternity leave and disability leave. If an employee has been granted a leave of absence or has been temporarily laid-off and does not return to work by the first working day after the expiration of the leave of absence or does not return to work after receiving notice to do so for any reason, such employee shall be deemed to have terminated his employment as of the expiration of leave of absence or the date of notice to return to work. Leaves of absence shall be granted by the Employer only in accordance with laws governing such leaves and with uniform rules adopted by the Employer requiring Employees in like circumstances to be treated in the same manner.

(C) *Break in Service* - A Break in Service is defined as a Plan year during which a Participant does not complete five hundred (500) hours of service in covered employment.

(1) *Vested Employee.* A former Participant who had a nonforfeitable right to all or a portion of his accrued benefit derived from Employer contributions at the time of his termination shall receive credit for all years of vesting service and Units of Benefit Credit prior to his break in service upon returning to Employment; and

(2) *Non-vested Employee.* A former Participant who did not have a nonforfeitable right to any portion of his accrued benefit derived from Employer contributions at the time of his termination shall receive credit for all years of vesting service and Units of Benefit Credit earned prior to his Break in Service if (1) he returns to covered employment; and (2) the number of consecutive one (1) year breaks in service is fewer than five (5) or the aggregate number of years of vesting service before such break is more than five (5).

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Hours of service shall be credited in accordance with Section 1.24, except that additional hours of service may be credited to Participants for vesting purposes in accordance with rules adopted by the Trustees from time to time to conform to applicable law.

7.03 Vesting Service for Employment Prior to Entry Date and After Change of Employment.

In determining a Participant's vested interest in the Plan, service with Employer during any period for which Employer did not maintain this Plan or a predecessor plan shall be considered for vesting service.

7.04 Forfeiture. Any forfeitures under this Plan shall be applied to reduce unfunded past service liability, if any, or to increase benefits, as determined by the Trustees.

7.05 If the Employer makes a contribution to this Plan because of mistake in fact, it may be returned to such Employer if written request is made by the Employer within one year from the date of the making of such contribution by the Employer.

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**ARTICLE VIII**

**BENEFIT CREDIT ACCRUAL**

**8.01 Benefit Credit.**<sup>3</sup> A Participant will be credited with Units of Benefit Credit for hours of service worked in a Plan Year as follows:

<u>Hours of Service</u>	<u>Units of Benefit Credit</u>
2500 or more	1.3
2300 - 2499	1.2
2100 - 2299	1.1
1900 - 2099	1.0
1700 - 1899	0.9
1500 - 1699	0.8
1300 - 1499	0.7
1100 - 1299	0.6
900 - 1099	0.5
700 - 899	0.4
500 - 699	0.3
Below 500	0.0

Units of Benefit Credit shall be accumulated by a Participant as a result of covered employment only for the period from and after October 1, 1978. Hours of Service shall be credited in accordance with Section 1.24.

Former Participants who return to employment but did not have a nonforfeitable right to any portion of their Benefit Credits derived from Employer contributions at

<sup>3</sup> (Formerly Section 7.04). Former Section 7.04 was amended effective October 1, 2002 by Amendment 3 to the 2002 Restated Plan Document as follows:

Benefit Credit. A Participant will be credited with Units of Benefit Credit for hours of service worked in a Plan year as follows:

<u>Hours of Service</u>	<u>Units of Benefit Credit</u>
2500 or more	1.3
2300 - 2499	1.2
2100 - 2299	1.1
1900 - 2099	1.0
1700 - 1899	0.9
1500 - 1699	0.8
1300 - 1499	0.7
1100 - 1299	0.6
900 - 1099	0.5
700 - 899	0.4
500 - 699	0.3
Below 500	0.0

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**ARTICLE VIII**

the time of termination shall receive credit for all Units of Benefit Credit earned prior to their break in service in accordance with Section 6.01 (Entry Dates and Participation).

**8.02 Family Leave**

(A) Family and Medical Leave Act Leave. Any employee who is absent from work due to taking leave under the Family and Medical Leave Act, 29 U.S.C. §2601-2654, shall not lose any benefit accrued prior to taking such leave because of taking such leave.

(B) Maternity and Paternity Leave. Solely for purposes of determining whether a break in service for participation and vesting purposes has occurred (as defined in Section 7.02), an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

- (1) by reason of pregnancy of the individual,
- (2) by reason of the birth of a child of the individual,
- (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or
- (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

The hours of service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.

ARTICLE ~~IX~~VIII

BENEFITS

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~~98.01~~ ~~Normal Retirement Benefit.~~ The normal Retirement Benefit for each Participant hereunder shall be a monthly pension payable on an Employee's ~~Normal Retirement Date~~ in an amount equal to two and thirteen one-hundredths percent (2.13%) of the Participant's average compensation multiplied by the number of units of the Participant's Benefit Credit.

~~Normal Retirement Date shall mean the first of the calendar month coincident with or next following the Participant's sixty-second (62<sup>nd</sup>) birthday.~~

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~~8.02 Forms of Retirement Benefits.~~ The automatic form of retirement benefit for an unmarried Participant is the ten year certain and life annuity, payable during the lifetime of the Participant only. The automatic form of retirement benefit for a married Participant is a joint and survivor annuity, unless she or he elects otherwise. If a married Participant elects a benefit other than a joint and survivor annuity or other contingent annuitant option, the spouse must sign a notarized waiver of rights to the contingent option. The consent shall acknowledge the effect of such waiver of rights and must be witnessed by a notary public.

~~(A) Ten year certain and life benefit.~~ The ten year certain and life benefit is the automatic form of benefit for an unmarried Participant who has not selected a joint and survivor option. The ten year certain and life benefit provides a monthly benefit payment for the lifetime of the Participant only, except that if he or she dies after retirement but before receiving benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) designated by the Participant for the balance of the ten year period, or, if no beneficiary is designated, to the surviving spouse, descendants, heirs at law, or estate of the Participant.

~~(B) Contingent annuitant option~~ A Participant may elect to receive an actuarially reduced monthly retirement benefit with a continuation upon his or her death after retirement of the monthly benefit to the person named as Contingent Annuitant (beneficiary) in the amount selected by the Participant. The Contingent Annuitant Option may not be elected by a Participant if it would result in a monthly benefit of less than twenty dollars (\$20) to the Pensioner or his beneficiary.

~~The Participant's monthly benefit shall be a percentage of the full monthly amount he/she would otherwise receive as a single life pension (after adjustment, if any, for early retirement) as selected by the Participant. The Contingent Annuitant options available are:~~

~~(1) Fifty percent (50%) Contingent Annuitant~~ The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive fifty percent (50%) of that monthly benefit following the death of the Participant.

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~~(2) **Seventy five percent (75%) Contingent Annuitant**— The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive seventy five percent (75%) of that monthly benefit following the death of the Participant.~~

~~(3) **One hundred percent (100%) Contingent Annuitant**— The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive one hundred percent (100%) of that benefit following the death of the Participant.~~

~~(4) **Pop up Option**— If the Participant elects one of the Contingent Annuitant options listed above, he or she may elect also to have his or her monthly benefit return to the original straight life annuity amount he or she would have had, without the contingent annuitant option, if the Contingent Annuitant (Beneficiary) dies before the Participant. The monthly benefit to the Participant may be actuarially reduced under this option. If the Pop up Option is selected, the benefit will be increased to the original life annuity amount after the death of the beneficiary for the life of the Participant subject to the following conditions:~~

~~a. The election of the Pop up Option must be made in writing on a form prescribed by the Trustees and filed with the Trustees.~~

~~b. Any election or revocation may not be made or altered after payment of the pension has commenced.~~

~~c. If the beneficiary dies before the Participant begins to receive his pension, the election will be void and the Participant will be treated as if no election were made.~~

~~Unless the pop up option has been selected, the contingent annuitant option selected shall remain in effect if the beneficiary dies after the Participant has retired, and the Participant shall continue to receive the reduced benefit as calculated under the contingent annuitant option initially selected.~~

~~(C) **Change of option after cashing or depositing first check**— No member may make any change in his or her retirement benefit option after the date of cashing or depositing the first retirement check.~~

~~8.03 **Death Benefits**— The following benefits are payable on the death of a Participant:~~

~~(A) **Regular retirement death benefits:**~~

~~(1) **Ten year certain and life benefit.**— If a retiree who has elected the ten year certain and life benefit dies before receiving benefits for ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) designated by the Participant for the balance of the ten year period, or, if no beneficiary is designated, to the~~

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~~surviving spouse, descendants, heirs at law, or estate of the Participant. A lump sum payment will be made to the beneficiary, heirs or estate of the Participant of the excess of accumulated contributions over pension payments, if any remain, after payment of the benefit.~~

~~(2) Contingent annuitant option If a Participant elected a contingent annuitant (beneficiary) option, then, upon his or her death after retirement, his beneficiary will receive a monthly retirement benefit in the amount selected by the Participant. Under the contingent annuitant option, on the death of the last survivor, a lump sum payment shall be made to the estate of the last survivor, of the excess, if any, of accumulated Employee contributions at retirement over pension payments made to both Participant and beneficiary.~~

~~(B) Pre Retirement Death Benefits - Vested Participant A Participant who dies after having attained vested status and who had not received early or normal retirement benefits prior to his death shall be entitled to have a survivor benefit paid to his beneficiary as follows:~~

~~Early or normal retirement date If the Participant had reached early or normal retirement date prior to death, the surviving spouse or beneficiary shall receive a survivor benefit as if the Participant had retired on the day before his death with a one hundred percent (100%) contingent annuity.~~

~~(2) Before Earliest Retirement Date If the Participant dies before his earliest retirement date, the surviving spouse or beneficiary shall receive a survivor benefit as if the Participant had separated from covered employment on the date of death, retired on his earliest early retirement date with a one hundred percent (100%) contingent annuity, and died on the same day.~~

~~(C) Optional Forms for Pre-retirement death benefits. The surviving spouse or beneficiary of a vested Participant who dies before his or her earliest retirement date may elect to receive a survivor benefit in any one of the following actuarially equivalent forms:~~

~~(1) a monthly benefit payable when the Participant would have reached retirement age;~~

~~(2) a reduced monthly benefit, payable as of the first day of the month following the date the Participant died;~~

~~(3) a lump sum payment of an amount that is actuarially equivalent to the present value of the annuity, if paid out over the beneficiary's lifetime.~~

~~In the case of a married Participant, the spouse shall be the beneficiary, unless prior to death the spouse had signed a valid consent and waiver, in~~

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~~which case the Participant's designated beneficiary shall be entitled to the benefit.~~

~~(D) Pre Retirement Disabled Participant If a Participant dies prior to retirement and leaves a surviving beneficiary to whom no Joint or Survivor benefit is payable, a monthly survivor Disability Pension, reduced in accordance with the terms of this Plan for one hundred percent (100%) contingent annuitant benefits, shall be paid to the beneficiary where, upon written application by the beneficiary, the Trustees determine that:~~

~~(1) The Participant was entitled to a Disability Pension prior to the date of his death;~~

~~(2) Because of his disability the Participant failed to file a written application for a Disability Pension;~~

~~(3) The Participant was disabled for at least ninety (90) days prior to his or her death.~~

~~The amount of survivor benefits payable under this section shall be determined as if the Participant was granted a Disability Pension on the day prior to his or her death.~~

~~(E) Pre Retirement Death Benefits Non vested Employees When an active Participant who is not vested dies, his or her contributions shall be returned to their beneficiary or their estate, whichever is applicable, in the form of a lump sum payment.~~

~~(F) Failure to Designate Beneficiary If no beneficiary is designated as to Participant's interest as of the date of death of the Participant, the following shall be deemed to be such Participant's beneficiary:~~

~~(1) Participant's surviving spouse;~~

~~(2) If the Participant has no surviving spouse, the Participant's lawful children or survivors of such children, in equal shares;~~

~~(3) If the Participant has no surviving spouse, lawful children, or survivors of such children, then Participant's estate.~~

~~The Trustees shall determine the identity of the beneficiary in each case unless there is a surviving spouse in which case the surviving spouse shall automatically be designated as the beneficiary.~~

~~98.024~~ Enhanced Retirement Benefit.<sup>4</sup>

<sup>4</sup> (Formerly Section 8.04). Former Section 8.04 was amended effective November 9, 2004 by Amendment No. 5 to the 2002 Restated Plan Document as follows:

8.04 Enhanced Retirement Benefit

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- (A) Any Participant who elects to make an additional voluntary contribution of two and one-half (2.5%) percent of wages in accordance with Section 3.067(A) shall be entitled to an enhanced retirement benefit which shall consist of an additional .25% (one-quarter of one percent) of the Participant's average compensation multiplied by the number of units of the Participant's Benefit Credit which are earned after the date of the election.
- (B) Any Participant who elects to make an additional voluntary contribution of five percent (5%) of wages in accordance with Section 3.067(B) shall be entitled to an additional enhanced retirement benefit which shall consist of an additional .50% (one-half of one percent) of the Participant's average compensation multiplied by the number of units of the Participant's Benefit Credit which are earned after the date of the election.

9.03 Early Retirement Benefits.

(A) *Unreduced early retirement benefit.* A Participant who has reached age fifty-eight (58) and has twenty (20) or more years of service is entitled to an unreduced pension benefit, calculated in accordance with Section 9.01.

(B) *Reduced early retirement benefit.* A Participant who has reached age fifty-five (55) and is vested in accordance with Article VII (having at least ten (10) years of vesting credit), shall be entitled to a reduced early retirement benefit on or after age fifty-five (55). The amount of such early retirement benefit shall be determined as follows:

(1) \_\_\_\_\_ for Participants with twenty (20) or more years of service who have not reached age fifty-eight (58): the retirement benefit shall be reduced by five-ninths of one percent (5/9%) for each month for the first three (3) years by which the early retirement date precedes age fifty-eight (58) (the unreduced early retirement date);

(2) for Participants with fewer than twenty (20) years of service: the retirement benefit shall be reduced by five-ninths of one percent (5/9%) for each month (up to a maximum of sixty months) by which

(A) Any Participant who elects to make an additional voluntary contribution of two and one-half (2.5%) percent of wages in accordance with Section 3.07(A) shall be entitled to an enhanced retirement benefit which shall consist of an additional .25% (one-quarter of one percent) of the Participant's average compensation multiplied by the number of units of the Participant's benefit credit which are earned after the date of the election.

(B) Any Participant who elects to make an additional voluntary contribution of five percent (5%) of wages in accordance with Section 3.07(B) shall be entitled to an additional enhanced retirement benefit which shall consist of an additional .50% (one-half of one percent) of the Participant's average compensation multiplied by the number of units of the Participant's benefit credit which are earned after the date of the election.

**Comment [Comment4]:** ISN'T THE EFFECT OF THIS TO GIVE SOMEONE A "FREE RIDE" BETWEEN AGES 55-57? E.G., IF YOU ARE BETWEEN 55 AND 57, BUT DO NOT HAVE 20 YEARS, YOU WOULD HAVE AN INCENTIVE TO RETIRE BEFORE 58 (UNLESS YOU WOULD HAVE 20 YRS BY AGE 58, AND THUS BE ENTITLED TO UNREDUCED EARLY RET.)

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the early retirement date precedes age sixty-two (62) (normal retirement date), and by five-eighteenths of one percent (5/18%) for each additional month before age sixty-two (62) (normal retirement date).

Early Retirement Date shall mean the first day of the calendar month coincident with or next following the date that Employee meets the requirements of a Reduced Early Retirement Benefit as defined above.

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~~98.045~~ Late Retirement Benefits. Late retirement after normal retirement date shall be permitted. On late retirement a Participant shall be entitled to a pension payable monthly, the first payment to be made as of the first day of the month coincident with or next following the date of such late retirement. The monthly amount of such pension shall be determined in accordance with Section ~~98.01~~.

~~8.06~~ Disability Pension

~~(A) Service Required~~ A Participant who becomes disabled on or after January 1, 1985, who has accrued ten (10) or more Units of Benefit Credit shall be eligible to receive a monthly disability pension benefit.

~~(B) Computation~~ The monthly disability pension shall be computed in the same manner as provided in Section 8.01 for a normal retirement benefit.

~~(C) Definition of Disability~~ A Participant shall be regarded as being disabled when he is unable to engage in any substantial, gainful employment with the Employer by reason of any medically determinable physical or mental impairment which can be expected to continue for at least ninety (90) days or to result in death or to be of indefinite duration. In no event shall a Participant who is entitled to disability benefits under the United States Social Security System fail to meet the requirements of this Section, provided he meets the other requirement of Subsection (D).

~~(D) Proof of Disability and its continuance shall be furnished by the Participant to the Trustees. The Trustees may require proof of continued disability from time to time but not more frequently than once every six (6) months. No Participant shall be entitled to receive a disability allowance under the Plan when he declines to permit a physician selected by the Trustees to examine or re-examine him or materially hinders an investigation ordered by the Trustees.~~

~~(E) Discontinuance of Disability~~ If, at any time, the Trustees find that any retired Participant receiving a disability allowance is no longer disabled as defined above, they shall order the discontinuance of the payments provided for herein.

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~~(F) **Disability Death Benefit** — If a Participant becomes disabled but dies prior to retirement, and leaves a surviving beneficiary to whom no Survivor benefit is payable, a monthly survivor Disability Pension, reduced in accordance with the terms of this Plan for survivor benefits, shall be paid to the beneficiary where, upon written application by the beneficiary, the Trustees determine that:~~

~~(1) The Participant was entitled to a Disability Pension prior to the date of his death; and~~

~~(2) Because of the disability the Participant failed to file a written application for a Disability Pension; and~~

~~(3) The Participant was disabled for at least ninety (90) days prior to his death.~~

~~The amount of survivor benefits payable under this section shall be determined as if the Participant was granted a Disability Pension on the day prior to his or her death.~~

~~8.07 **Early Retirement Benefits**~~

~~(A) **Unreduced early retirement benefit** — A Participant who has reached age fifty eight (58) and has twenty (20) or more years of service is entitled to an unreduced pension benefit, in accordance with Section 1.41.~~

~~(B) **Reduced early retirement benefit** — A Participant who has reached age fifty five (55) and is vested in accordance with Article IX (having at least ten (10) years of vesting credit), shall be entitled to a reduced early retirement benefit on or after age fifty five (55). The amount of such early retirement benefit shall be determined as follows:~~

~~(1) for Participants with twenty (20) or more years of service who have not reached age fifty eight (58): the retirement benefit shall be reduced by five ninths of one percent (5/9%) for each month for the first three (3) years by which the early retirement date precedes age fifty eight (58) (the unreduced early retirement date);~~

~~(2) for Participants with fewer than twenty (20) years of service: the retirement benefit shall be reduced by five ninths of one percent (5/9%) for each month (up to a maximum of sixty months) by which the early retirement date precedes age sixty two (62) (normal retirement date), and by five eighteenths of one percent (5/18%) for each additional month before age sixty two (62) (normal retirement date).~~

~~98.058 **Termination of Employment.** Upon termination of employment (except by death) for which other benefits are not provided herein, a Participant's vested~~

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Comment [Comment5]: ISN'T THE EFFECT OF THIS TO GIVE SOMEONE A "FREE RIDE" BETWEEN AGES 55-57? E.G., IF YOU ARE BETWEEN 55 AND 57, BUT DO NOT HAVE 20 YEARS, YOU WOULD HAVE AN INCENTIVE TO RETIRE BEFORE 58 (UNLESS YOU WOULD HAVE 20 YRS BY AGE 58, AND THUS BE ENTITLED TO UNREDUCED EARLY RET.)

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interest in his accrued benefit shall be distributed to him in the normal form of benefit under the Plan commencing as indicated:

- (A) A Participant who has a vested interest herein and is not at the time of his application for benefits eligible for, or receiving a pension under another provision of the Plan based in whole or in part on his service at the time of his termination of employment, shall be entitled to receive a pension payable on the first day of each month commencing on the first day of the month following his normal retirement date if he is living on the date payments are to commence.
- (B) If a Participant separated from service before satisfying the age requirement for early retirement, but has satisfied the service requirement, the Participant will be entitled to elect an early retirement benefit upon satisfaction of such age requirement.

If the actuarial equivalent of said amounts on the date of termination is one-thousand dollars (\$1,000) or less, distribution may be made in a lump sum immediately following such termination of employment.

~~For purposes of this Plan, termination of employment to accept employment with any employers which are in a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and (e)(3)(c) of such Code) with Employer or with trades or business which are under common control with the Employer shall not be deemed to be severance of employment.~~

~~8.09—Reserved.~~

~~8.10—Commencement Date for Pension Benefits—Subject to the limitations set forth in Article XV hereof, pension payments shall commence at the earlier of the following times:~~

- ~~(A) As soon as administratively feasible after the date specified by the applicable Plan provision for the commencement of pension payments following retirement and after the receipt of an application for benefits providing the Trustees with the information needed to determine the Participant's eligibility, provided, however, that a disability pension will be effective on the earlier of the day it is approved by the Trustees, or the first day of the month following submission to the Trustees or their administrator of a complete application with information needed to determine the Participant's eligibility; the determination of the date on which an application is complete as defined in this Section shall be within the discretion of the trustees;~~
- ~~(B) The sixtieth (60<sup>th</sup>) day after the close of the Plan year in which the Participant's normal retirement date occurs or in which the Participant has a termination of Employment, whichever is later; provided, however, that if~~

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~~the amount of the payment to be made cannot be determined by the latest of said dates, a payment retroactive to such date may be made no later than sixty (60) days after the earliest date on which the amount of such payment can be ascertained.~~

~~8.11 Duplication of Benefits— In no event shall there be a duplication of benefits for a Participant under this Plan.~~

~~8.12 Incapacity of Payee— Whenever, in the Trustee's opinion, a person who is entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Trustees may make payments to such person or to his legal representative or to a relative or friend of such person for his benefit, or the Trustees may apply the payment for the benefit of such person in such manner as the Trustees consider advisable subject to modes of distribution provided for in the Plan. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.~~

~~8.13 Unlocated Payee— At the close of each Plan year, the Trustees shall notify each person entitled to a distribution hereunder who is not receiving such distribution, that he is so entitled. Notice shall be sent by registered or certified mail, return receipt requested, and be directed to such person's last known address.~~

Comment [DR6]: See IRS rules

~~— If:~~

~~— (A) for three (3) consecutive Plan years each such notification is returned as undeliverable because the addressee cannot be located at his stated address; and~~

~~— (B) by the end of the Plan year coinciding with or immediately following the third anniversary of the first mailing of such notice, said person has not informed the Employer or the Trustees of his whereabouts; and~~

~~— (C) the Employer and the Trustees jointly certify that they have no knowledge of his whereabouts;~~

~~then the benefits to which such person was entitled shall be forfeited and such person shall have no further right or interest therein; provided that if the Participant or, in the event of Participant's death, Participant's beneficiary make a claim for the Participant's benefit which was forfeited under this Section, such benefit shall be reinstated.~~

~~8.14 Lump Sum Distribution— The Trustees, in their sole discretion, may provide for payment in one lump sum, on an Actuarial Equivalent basis, of benefits which would otherwise be payable in small amounts monthly for life or a period of years; provided, however, that the present value of such benefits (including~~

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~~Employee contributions) may not result in a payment of a lump sum which will exceed five thousand dollars (\$5,000).~~

~~For purposes of this Section 8.14, present value shall be calculated using interest rate and mortality table as provided in Section 1.02 (Actuarial Equivalent).~~

9.068-15 Return of Employee Contributions. Participants shall be entitled to the return of their employee contributions as follows:

- (A) Employee contributions shall be returned with interest at the rate of five percent (5%) compounded annually if an employee does not qualify for a pension. When an active Participant who is not vested dies, his or her contributions shall be returned to their beneficiary or their estate, whichever is applicable, in the form of a lump sum payment.
- (B) If a Participant dies after becoming vested, but prior to retirement, a pre-retirement survivor benefit will be paid to a surviving spouse, surviving minor child or children, or other surviving beneficiary, calculated in accordance with Section ~~128.03, above~~. If no surviving spouse, surviving beneficiary, or minor child or children exist, or if such survivor annuity has been waived by the Participant and spouse, or by the legal guardian of a minor child or children, a lump sum payment may be made to the beneficiary or estate of the Participant, of the amount (if any) that is in excess of accumulated Employee contributions at retirement over the pension payments actually made.
- (C) If a Participant dies after retirement with a ten year certain benefit, but no surviving spouse, no minor child or children, and no other designated beneficiary, or where the surviving spouse or other beneficiary has waived the joint and survivor benefit form, a lump sum payment will be made to the Participant's estate of the amount (if any) that is in excess of accumulated Employee contributions at retirement over the pension payments actually made.
- (D) If a joint and survivor pension applies, then on the death of the last survivor, a lump sum payment shall be made to the estate of the last survivor, of the excess, if any, of accumulated Employee contributions at retirement over pension payments made to both Participant and beneficiary.

~~8.16 Rollovers from qualified plans~~

~~(A) Rollovers from qualified plans. A member may roll over all or part of his or her interest in another qualified plan to the Fund, provided all of the following requirements are met:~~

- ~~(1) Some or all of the amount distributed from the other plan is rolled over to this plan no later than the sixtieth (60<sup>th</sup>) day after distribution~~

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~~was made from the Plan or, if distributions are made in installments, no later than the sixtieth (60<sup>th</sup>) day after the last distribution was made.~~

- ~~(2) The amount rolled over to this Fund does not include any amount contributed by the member to the plan on a post-tax basis.~~
- ~~(3) The rollover is made in cash.~~
- ~~(4) The member certifies that the distribution is eligible for a rollover.~~
- ~~(5) Any amount which the trustees accept as rollover to this Fund, shall, along with any earnings allocated to them, be fully vested at all times.~~

~~The rollover may also be made to this Plan from an individual retirement account qualified under s. 408 of the Internal Revenue Code when the individual retirement account was merely used as a conduit for funds from another qualified plan and the rollover is made in accordance with the rules provided in paragraphs (1) (5). Amounts rolled over may be segregated from other Fund assets. The trustees shall separately account for gains, losses, and administrative expenses of these rollovers as provided for in subsections (11) and (13). In addition, the Fund may accept the direct transfer of a member's benefits from another qualified retirement plan. The Fund shall account for direct transfers in the same manner as a rollover and shall obtain certification from the member that the amounts are eligible for a rollover or direct transfer to this Fund.~~

**98.047** Deferred Retirement Option Plan ("DROP") and Share Accounts.<sup>5</sup>

(A) DROP

(1) Eligibility to Participate in the DROP

- a. Any Participant who is eligible to receive a retirement pension, whether early or normal, and who has either (1) reached age fifty-eight (58) and has twenty (20) or more years of service or (2) has reached age sixty-two (62), with a minimum of ten (10) years of service, or (3) reaches age fifty-five (55) with twenty-five (25) or more years of service, may participate in the DROP. Participants shall elect to participate by applying to the Board of Trustees on a form provided for that purpose.
- b. Election to participate shall be forfeited if not exercised within ten (10) years after the earliest retirement date. However, participation during the first year of enactment will

<sup>5</sup> (Formerly Section 8.17). Former Section 8.17 was amended effective (please enter correct effective date) by Amendment 9 to the 2002 Restated Plan Document as follows:

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be extended to those Participants within eleven (11) years of their earliest retirement date.

- c. Participants shall not participate in the DROP beyond the time of attaining ten (10) years beyond their earliest early retirement date. The total years of participation in the DROP shall not exceed five (5) years.
- d. Upon a Participant's election to participate in the DROP, he or she shall cease to be a Participant and shall no longer accrue any benefits under the Pension Fund. For all Fund purposes, the Participant becomes a Retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP. The DROP Participant shall no longer contribute any portion of his/her salary to the pension plan, nor shall the employer make any contributions to the pension plan on behalf of the Participant after the Participant enters the DROP.

(2) Amounts Payable upon Election to Participate in DROP

- a. Monthly retirement benefits that would have been payable had the Participant terminated employment with the Employer and elected to receive monthly pension payments will be paid into the DROP and credited to the Retirant. Payments into the DROP will be made monthly over the period the Retirant participates in the DROP, up to a maximum of sixty (60) months.
- b. Payments to the DROP shall earn or lose interest according to one of the following options chosen by the DROP Participant:
  - (i) Fund Rate Option - The Participant's DROP account is credited or debited with same percentage as the net investment return earned (or lost) by the Fund as a whole.
  - (ii) Money Market Option - The Participant's DROP account is credited with the net investment yield received by the Fund from a money market mutual fund or bank or trust company short term investment fund ("STIF") chosen by the Board based upon the recommendation of the Consultant.



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Each DROP participant shall select one of the options upon enrolling in the DROP and may change the election quarterly by giving notice to the Plan's administrator at least 15 days before the beginning of any calendar quarter (i.e., notice must be given by March 15<sup>th</sup>, June 15<sup>th</sup>, September 15<sup>th</sup> and December 15<sup>th</sup> for change to take effect the first of the following quarter.) The initial election and any changes must apply to the Participant's entire DROP account; DROP accounts cannot be split between the two options. Any expenses or fees charged to the Fund due to changes made by the DROP participant shall be paid by the DROP participant making the change.

In addition, costs, fees, and other expenses of administration of the Fund shall be debited from all individual DROP accounts on a proportionate basis taking the cost, fees and expenses of administration of the Fund as a whole, multiplied by a fraction, the numerator of which is the total assets in all individual DROP accounts and the denominator of which is the total assets of the Fund.

- c. If an employee does not terminate employment at the end of participation in the DROP, interest credits shall cease on the current balance and on all future DROP deposits.
- d. No payments will be made from DROP until the employee terminates employment with the Employer. Upon termination of employment, Participants in the DROP will receive the balance of the DROP account in accordance with the following rules:
  - 1. Participants may elect to begin to receive payment upon termination of employment or defer payment of DROP until the latest day under (c) below.
  - 2. Payments shall be made in either:
    - i. Lump sum - the entire account balance will be paid to the Retirant upon approval of the Board of Trustees.
    - ii. Installments - the account balance will be paid out to the Retirant in three (3) equal payments paid over three (3) years, the first payment to be made upon approval of the Board of Trustees.

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3. Any form of payment selected by a Participant must comply with the minimum distribution requirements of IRC 401(A)(9), and are subject to the requirements of the pension plan (payments must commence either at retirement, or by age seventy and one half (70½), whichever occurs later).
  4. The beneficiary of the DROP Participant who dies before payments from "DROP" begin shall have the same rights as the Participant in accordance with this plan document.
- (3) Participation by non-bargaining unit employees. A bargaining unit employee who becomes a non-bargaining unit employee within the Authority, and who has elected to participate in the DROP while still a bargaining unit employee, may continue to participate in the DROP after leaving employment in the bargaining unit in accordance with the rules established by the Board of Trustees. This Participant shall have the option to continue employment as a non-bargaining unit employee after completion of up to sixty (60) months in the DROP.
- (B) Share Account. Effective October 1, 2001, a separate individual member account shall be established and maintained in each member's name. Non-bargaining unit employees who did not participate in this Plan but who enter or re-enter this Plan after April 23, 2002, may, effective October 1, 2002 roll over into the Share Account of this Plan, monies that are credited to their individual accounts in the plan they are leaving.
- (1) Funding. The share account shall be funded by an additional contribution of three percent (3%) or six percent (6%) of the member's annual salary per year to the individual member account. The option to participate in the Share Account shall be made no later than September 30 of each fiscal year.
  - (2) Annual Allocation of Accounts.
    - a. At the end of each fiscal year (September 30), each individual member account shall be adjusted to reflect the earnings or losses resulting from investment, as well as reflecting the costs, fees and expenses of administration.
    - b. The investment earnings or losses credited to the individual member accounts shall be in the same percentage as are earned (or lost) by the total investment earnings (or losses) of the fund as a whole.

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- c. Costs, fees, and expenses of administration shall be debited from the individual member accounts on a proportionate basis, taking the cost, fees and expenses of administration of the fund as a whole, multiplied by a fraction, the numerator of which is the total assets in all individual member accounts and the denominator of which is the total assets of the fund as a whole. Each member's individual account shall be debited for a proportionate share of the costs, fees and expenses.
  - d. If the entire balance of the individual member account is withdrawn before September 30 of any year, there will be no adjustment made to that individual member account to reflect either investment earnings (or losses) or costs, fees, and expenses of administration.
- (3) Eligibility for Share Account benefit. Any member who terminates employment with the Employer, upon application filed with the Board of Trustees, shall be entitled to be paid one hundred percent (100%) of the value of his or her individual member account, provided the member is eligible to receive a pension as provided in this Article VIII.
- (4) Return of contributions. Any member who terminates employment with the Employer prior to vesting, and who chooses a return of his or her contributions shall receive the return of his or her individual member account, with interest as provided for return of employee contributions.
- (5) Form of benefit. The normal form of benefit payment from the individual member account shall be a lump sum payment of the entire balance of the member's individual member account; or upon the written election of the member, upon a form provided by the board, payment shall be made over three (3) years in annual installments.
- (6) Death of a member. If a member dies and is eligible for benefits from the individual member account, the entire balance of the individual member account shall be paid in a lump sum to the beneficiaries designated in accordance with this pension plan. If a member fails to designate a beneficiary, or if the beneficiary predeceases the member, the entire balance will be paid in a lump sum, in the following order, to the:
- a. Member's surviving spouse; or
  - b. If no spouse is alive, to the member's surviving children , on a pro rata basis; or

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- c. If no children are alive, to the member's parents on a pro rata basis; or
- d. If none of the above are alive, to the estate of the Participant.

**ARTICLE X**

**FORMS OF RETIREMENT BENEFIT PAYMENTS AND COMMENCEMENT OF PAYMENTS**

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10.01 Forms of Retirement Benefits.<sup>67</sup> The automatic form of retirement benefit for an unmarried Participant is the ten year certain and life annuity, payable during the lifetime of the Participant only. The automatic form of retirement benefit for a married Participant is a joint and survivor annuity, unless she or he elects otherwise. If a married Participant elects a benefit other than a joint and survivor annuity or other contingent annuitant option, the spouse must sign a notarized waiver of rights to the contingent option. The consent shall acknowledge the effect of such waiver of rights and must be witnessed by a notary public.

(A) Ten year certain and life benefit. The ten year certain and life benefit is the automatic form of benefit for an unmarried Participant who has not selected a joint and survivor option. The ten year certain and life benefit provides a monthly benefit payment for the lifetime of the Participant only, except that if he or she dies after retirement but before receiving benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) designated by the Participant for the balance of the ten year period, or, if no beneficiary is designated, to the surviving spouse, descendants, heirs at law, or estate of the Participant.

(B) Contingent annuitant option. A Participant may elect to receive an actuarially reduced monthly retirement benefit with a continuation upon his or her death after retirement of the monthly benefit to the person named as Contingent Annuitant (beneficiary) in the amount selected by the Participant. The Contingent Annuitant Option may not be elected by a Participant if it would result in a monthly benefit of less than twenty dollars (\$20) to the Pensioner or his beneficiary.

The Participant's monthly benefit shall be a percentage of the full monthly amount he/she would otherwise receive as a single life pension

<sup>6</sup> (Formerly Section 8.02). Former Section 8.02 was amended effective November 9, 2004 by Amendment No. 4 to the 2002 Restated Plan Document as follows:

Section 8.02 Forms of Retirement Benefits The automatic form of retirement benefit for an unmarried Participant is the ten year certain and life annuity, payable during the lifetime of the Participant only. The automatic form of retirement benefit for a married Participant is a joint and survivor annuity, unless she or he elects otherwise. If a married Participant elects a benefit other than a joint and survivor annuity or other contingent annuitant option, the spouse must sign a notarized waiver of rights to the contingent option. The consent shall acknowledge the effect of such waiver of rights and must be witnessed by a notary public.

<sup>7</sup> Former Section 8.02 was amended effective February 21, 2008 by Amendment No. 8 to the 2002 Restated Plan Document by adding Subsection (C).

(C) Change of option after cashing or depositing first check – No member may make any change in his or her retirement benefit option after the date of cashing or depositing the first retirement check.

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(after adjustment, if any, for early retirement) as selected by the Participant. The Contingent Annuitant options available are:

- (1) Fifty percent (50%) Contingent Annuitant - The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive fifty percent (50%) of that monthly benefit following the death of the Participant.
- (2) Seventy-five percent (75%) Contingent Annuitant - The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive seventy-five percent (75%) of that monthly benefit following the death of the Participant.
- (3) One hundred percent (100%) Contingent Annuitant - The Participant shall receive an actuarially reduced monthly benefit, and the Contingent Annuitant (Beneficiary) shall receive one hundred percent (100%) of that benefit following the death of the Participant.
- (4) Pop-up Option - If the Participant elects one of the Contingent Annuitant options listed above, he or she may elect also to have his or her monthly benefit return to the original straight life annuity amount he or she would have had, without the contingent annuitant option, if the Contingent Annuitant (Beneficiary) dies before the Participant. The monthly benefit to the Participant may be actuarially reduced under this option. If the Pop-up Option is selected, the benefit will be increased to the original life annuity amount after the death of the beneficiary for the life of the Participant subject to the following conditions:
  - a. The election of the Pop-up Option must be made in writing on a form prescribed by the Trustees and filed with the Trustees.
  - b. Any election or revocation may not be made or altered after payment of the pension has commenced.
  - c. If the beneficiary dies before the Participant begins to receive his pension, the election will be void and the Participant will be treated as if no election were made.

Unless the pop-up option has been selected, the contingent annuitant option selected shall remain in effect if the beneficiary dies after the Participant has retired, and the Participant shall continue to receive the reduced benefit as calculated under the contingent annuitant option initially selected.

- (C) Change of option after cashing or depositing first check – No member may make any change in his or her retirement benefit option after the date of cashing or depositing the first retirement check.

ARTICLE X

10.02 Commencement Date for Pension Benefits<sup>8</sup> Subject to the limitations set forth in Article XV hereof, pension payments shall commence at the earlier of the following times:

(A) As soon as administratively feasible after the date specified by the applicable Plan provision for the commencement of pension payments following retirement and after the receipt of an application for benefits providing the Trustees with the information needed to determine the Participant's eligibility, provided, however, that a disability pension will be effective on the earlier of the day it is approved by the Trustees, or the first day of the month following submission to the Trustees or their administrator of a complete application with information needed to determine the Participant's eligibility; the determination of the date on which an application is complete as defined in this Section shall be within the discretion of the trustees;

(B) The sixtieth (60<sup>th</sup>) day after the close of the Plan year in which the Participant's normal retirement date occurs or in which the Participant has a termination of Employment, whichever is later; provided, however, that if the amount of the payment to be made cannot be determined by the latest of said dates, a payment retroactive to such date may be made no later than sixty (60) days after the earliest date on which the amount of such payment can be ascertained.

10.03 Duplication of Benefits In no event shall there be a duplication of benefits for a Participant under this Plan.

10.04 Incapacity of Payee Whenever, in the Trustee's opinion, a person who is entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Trustees may make payments to such person or to his legal representative or to a relative or friend of such person for his benefit, or the Trustees may apply the payment for the benefit of such person in such manner as the Trustees consider advisable subject to modes of distribution provided for in the Plan. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

<sup>8</sup> (Formerly Section 8.10). Subsection (A) of former Section 8.10 was amended effective February 21, 2008 by Amendment No. 7 to the 2002 Restated Plan Document as follows:

(A) As soon as administratively feasible after the date specified by the applicable Plan provision for the commencement of pension payments following retirement and after receipt of an application for benefits providing the Trustees with the information needed to determine the Participant's eligibility; ~~or, provided, however, that a disability pension will be effective on the earlier of the day it is approved by the Trustees, or the first day of the month following submission to the Trustees or their administrator of a complete application with information needed to determine the Participant's eligibility;~~ the determination of the date on which an application is complete as defined in this Section shall be within the discretion of the trustees; or

ARTICLE X

10.05 Unlocated Payee At the close of each Plan year, the Trustees shall notify each person entitled to a distribution hereunder who is not receiving such distribution, that he is so entitled. Notice shall be sent by registered or certified mail, return receipt requested, and be directed to such person's last known address.

Comment [DR7]: See IRS rules

If:

- (A) for three (3) consecutive Plan years each such notification is returned as undeliverable because the addressee cannot be located at his stated address; and
- (B) by the end of the Plan year coinciding with or immediately following the third anniversary of the first mailing of such notice, said person has not informed the Employer or the Trustees of his whereabouts; and
- (C) the Employer and the Trustees jointly certify that they have no knowledge of his whereabouts;

then the benefits to which such person was entitled shall be forfeited and such person shall have no further right or interest therein; provided that if the Participant or, in the event of Participant's death, Participant's beneficiary make a claim for the Participant's benefit which was forfeited under this Section, such benefit shall be reinstated.

10.06 Lump Sum Distribution The Trustees, in their sole discretion, may provide for payment in one lump sum, on an Actuarial Equivalent basis, of benefits which would otherwise be payable in small amounts monthly for life or a period of years; provided, however, that the present value of such benefits (including Employee contributions) may not result in a payment of a lump sum which will exceed five-thousand dollars (\$5,000).

For purposes of this Section 10.06, present value shall be calculated using interest rate and mortality table as provided in Section 1.02 (Actuarial Equivalent).



**ARTICLE XI**

**DISABILITY BENEFITS**

**11.01 Disability Pension**<sup>9</sup>

- (A) Service Required** A Participant who becomes disabled on or after January 1, 1985, who has accrued ten (10) or more Units of Benefit Credit shall be eligible to receive a monthly disability pension benefit.
- (B) Computation** The monthly disability pension shall be computed in the same manner as provided in Section 9.01 for a normal retirement benefit.
- (C) Definition of Disability** A Participant shall be regarded as being disabled when he is unable to engage in any substantial, gainful employment with

<sup>9</sup> (Formerly Section 8.06). Former Section 8.06 was amended in its entirety effective May 10, 2005 by Amendment No. 6 to the 2002 Restated Plan Document. Prior to that amendment, the Section read as follows:

8.06 Disability Pension.

- (A) Service Required A Participant who becomes disabled on or after January 1, 1985, who has accrued ten (10) or more units of benefit credit shall be eligible to receive a monthly disability pension benefit.
- (B) Computation The monthly disability pension shall be computed in the same manner as provided in Section 8.01 for a normal retirement benefit.
- (C) Definition of Disability A Participant shall be regarded as being disabled when he is unable to engage in any substantial, gainful employment with the Employer by reason of any medically determinable physical or mental impairment which can be expected to continue for at least ninety (90) days or to result in death or to be of indefinite duration. In no event shall a Participant who is entitled to disability benefits under the United States Social Security System fail to meet the requirements of this Section, provided he meets the other requirement of Subsection (D).
- (D) Proof of Disability and its continuance shall be furnished by the Participant to the Trustees. The Trustees may require proof of continued disability from time to time but not more frequently than once every six (6) months. No Participant shall be entitled to receive a disability allowance under the Plan when he declines to permit a physician selected by the Trustees to examine or re-examine him or materially hinders an investigation ordered by the Trustees.
- (E) Discontinuance of Disability If, at any time, the Trustees find that any retired Participant receiving a disability allowance is no longer disabled as defined above, they shall order the discontinuance of the payments provided for herein.
- (F) Disability Death Benefit If a Participant becomes disabled but dies prior to retirement, and leaves a surviving beneficiary to whom no Survivor benefit is payable, a monthly survivor Disability Pension, reduced in accordance with the terms of this Plan for survivor benefits, shall be paid to the beneficiary where, upon written application by the beneficiary, the Trustees determine that:
  - (1) The Participant was entitled to a Disability Pension prior to the date of his death; and
  - (2) Because of the disability the Participant failed to file a written application for a Disability Pension; and
  - (3) The Participant was disabled for at least ninety (90) days prior to his death.The amount of survivor benefits payable under this section shall be determined as if the Participant was granted a Disability Pension on the day prior to his or her death.

**ARTICLE XI**

the Employer by reason of any medically determinable physical or mental impairment which can be expected to continue for at least ninety (90) days or to result in death or to be of indefinite duration. In no event shall a Participant who is entitled to disability benefits under the United States Social Security System fail to meet the requirements of this Section, provided he meets the other requirement of Subsection (D).

(D) Proof of Disability and its continuance shall be furnished by the Participant to the Trustees. The Trustees may require proof of continued disability from time to time but not more frequently than once every six (6) months. No Participant shall be entitled to receive a disability allowance under the Plan when he declines to permit a physician selected by the Trustees to examine or re-examine him or materially hinders an investigation ordered by the Trustees.

(E) Discontinuance of Disability If, at any time, the Trustees find that any retired Participant receiving a disability allowance is no longer disabled as defined above, they shall order the discontinuance of the payments provided for herein.

(F) Disability Death Benefit If a Participant becomes disabled but dies prior to retirement, and leaves a surviving beneficiary to whom no Survivor benefit is payable, a monthly survivor Disability Pension, reduced in accordance with the terms of this Plan for survivor benefits, shall be paid to the beneficiary where, upon written application by the beneficiary, the Trustees determine that:

(1) The Participant was entitled to a Disability Pension prior to the date of his death; and

(2) Because of the disability the Participant failed to file a written application for a Disability Pension; and

(3) The Participant was disabled for at least ninety (90) days prior to his death.

The amount of survivor benefits payable under this section shall be determined as if the Participant was granted a Disability Pension on the day prior to his or her death.

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**ARTICLE XII**  
**DEATH BENEFITS**

12.01 Death Benefits The following benefits are payable on the death of a Participant:

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(A) Regular retirement death benefits:

(1) Ten year certain and life benefit. If a retiree who has elected the ten year certain and life benefit dies before receiving benefits for ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) designated by the Participant for the balance of the ten year period, or, if no beneficiary is designated, to the surviving spouse, descendants, heirs at law, or estate of the Participant. A lump sum payment will be made to the beneficiary, heirs or estate of the Participant of the excess of accumulated contributions over pension payments, if any remain, after payment of the benefit.

(2) Contingent annuitant option If a Participant elected a contingent annuitant (beneficiary) option, then, upon his or her death after retirement, his beneficiary will receive a monthly retirement benefit in the amount selected by the Participant. Under the contingent annuitant option, on the death of the last survivor, a lump sum payment shall be made to the estate of the last survivor, of the excess, if any, of accumulated Employee contributions at retirement over pension payments made to both Participant and beneficiary.

(B) Pre-Retirement Death Benefits - Vested Participant A Participant who dies after having attained vested status and who had not received early or normal retirement benefits prior to his death shall be entitled to have a survivor benefit paid to his beneficiary as follows:

(1) Early or normal retirement date. If the Participant had reached early or normal retirement date prior to death, the surviving spouse or beneficiary shall receive a survivor benefit as if the Participant had retired on the day before his death with a one hundred percent (100%) contingent annuity.

(2) Before Earliest Retirement Date. If the Participant dies before his earliest retirement date, the surviving spouse or beneficiary shall receive a survivor benefit as if the Participant had separated from covered employment on the date of death, retired on his earliest early retirement date with a one hundred percent (100%) contingent annuity, and died on the same day.

(C) Optional Forms for Pre-retirement death benefits. The surviving spouse or beneficiary of a vested Participant who dies before his or her earliest retirement date may elect to receive a survivor benefit in any one of the following actuarially equivalent forms:

**ARTICLE XII**

- (1) a monthly benefit payable when the Participant would have reached retirement age;
- (2) a reduced monthly benefit, payable as of the first day of the month following the date the Participant died;
- (3) a lump sum payment of an amount that is actuarially equivalent to the present value of the annuity, if paid out over the beneficiary's lifetime.

In the case of a married Participant, the spouse shall be the beneficiary, unless prior to death the spouse had signed a valid consent and waiver, in which case the Participant's designated beneficiary shall be entitled to the benefit.

(D) Pre-Retirement - Disabled Participant If a Participant dies prior to retirement and leaves a surviving beneficiary to whom no Joint or Survivor benefit is payable, a monthly survivor Disability Pension, reduced in accordance with the terms of this Plan for one hundred percent (100%) contingent annuitant benefits, shall be paid to the beneficiary where, upon written application by the beneficiary, the Trustees determine that:

- (1) The Participant was entitled to a Disability Pension prior to the date of his death;
- (2) Because of his disability the Participant failed to file a written application for a Disability Pension;
- (3) The Participant was disabled for at least ninety (90) days prior to his or her death.

The amount of survivor benefits payable under this section shall be determined as if the Participant was granted a Disability Pension on the day prior to his or her death.

(E) Pre-Retirement Death Benefits - Non-vested Employees When an active Participant who is not vested dies, his or her contributions shall be returned to their beneficiary or their estate, whichever is applicable, in the form of a lump sum payment.

(F) Failure to Designate Beneficiary If no beneficiary is designated as to Participant's interest as of the date of death of the Participant, the following shall be deemed to be such Participant's beneficiary:

- (1) Participant's surviving spouse;
- (2) If the Participant has no surviving spouse, the Participant's lawful children or survivors of such children, in equal shares;

ARTICLE XII

(3) If the Participant has no surviving spouse, lawful children, or survivors of such children, then Participant's estate.

The Trustees shall determine the identity of the beneficiary in each case unless there is a surviving spouse in which case the surviving spouse shall automatically be designated as the beneficiary.

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ARTICLE IX
VESTING AND FORFEITURE

9.01 Vesting and Forfeitures

(A) A Participant's accrued benefit resulting from Employer contributions shall be vested in accordance with the following schedule:

Table with 2 columns: Employment duration and Vesting percentage. Rows include: up to five (5) years of employment: not vested; more than five (5) but fewer than six (6) years of employment: fifty percent (50%) vested; more than six (6) but fewer than seven (7) years of employment: sixty percent (60%) vested; more than seven (7) but fewer than eight (8) years of employment: seventy percent (70%) vested; more than eight (8) but fewer than nine (9) years of employment: eighty percent (80%) vested; more than nine (9) but fewer than ten (10) years of employment: ninety percent (90%) vested; ten (10) or more years: one hundred percent (100%) vested.

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(B) A Participant shall be vested in his or her own contributions and shall be entitled to a refund of such contributions, along with five percent (5%) interest compounded annually, in the event the Participant terminates employment without being vested in Employer contributions.

(C) If a Participant is partially vested in Employer contributions, then he or she shall have the option to select a refund of his or her contributions as provided in Section 8.15, or to receive a deferred pension benefit.

(D) If the employment of a non-vested Participant is terminated otherwise than by death, his entire interest in the accrued benefits resulting from Employer contributions shall become forfeitable; and he shall not be

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~~entitled to any payment or benefit of any kind with respect to such contributions.~~

~~9.02 Vesting Service Vesting service means an Employee's period of employment with the Employer, whether before or after adoption of the Plan, determined in accordance with reasonable and uniform standards and policies adopted by the Trustees, which standards and policies shall be consistently observed. A year of vesting service means a Plan year during which an Employee has not less than one thousand (1,000) hours of service. A Plan year in which a Participant has fewer than one thousand (1,000) hours of service shall not be counted as a year of vesting service.~~

~~Employees who leave this Plan after April 23, 2002 and subsequently re-enter this Plan after service as non bargaining unit employees but who did not participate in this Plan as non bargaining unit employees, shall be credited for vesting purposes only with their years of service in non bargaining unit positions.~~

~~(A) Credit During Military Leave Time spent on a military leave of absence required by law or granted by the Employer on account of service with the armed forces of the United States, or with such allies as the Employer may determine, which the employee entered from full time employment with the Employer during a period of national emergency or on account of compulsory service, shall count as vesting and benefit credit if the employee returned or returns therefrom to work with the Employer within the period prescribed by law to retain employment rights, or in the absence of any applicable law, within ninety (90) days.~~

~~(B) Credit During Other Leave Time spent on a leave of absence (other than a military leave of absence) granted by the Employer in writing with or without pay, or on a temporary lay off shall not be deemed to be a break in service, but no vesting or Benefit Credit shall be granted for such leave, except as otherwise specified for maternity/paternity leave and disability leave. If an employee has been granted a leave of absence or has been temporarily laid off and does not return to work by the first working day after the expiration of the leave of absence or does not return to work after receiving notice to do so for any reason, such employee shall be deemed to have terminated his employment as of the expiration of leave of absence or the date of notice to return to work. Leaves of absence shall be granted by the Employer only in accordance with laws governing such leaves and with uniform rules adopted by the Employer requiring Employees in like circumstances to be treated in the same manner.~~

~~(C) Break in Service~~

~~Vested Employee A former Participant who had a nonforfeitable right to all or a portion of his accrued benefit derived from Employer contributions at the time of his termination shall receive credit for all~~

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~~years of vesting service and Units of Benefit Credit prior to his break in service upon returning to Employment; and~~  
(2) ~~Non-vested Employee~~— A former Participant who did not have a nonforfeitable right to any portion of his accrued benefit derived from Employer contributions at the time of his termination shall receive credit for all years of vesting service and Units of Benefit Credit earned prior to his break in service if (1) he returns to covered employment; and (2) the number of consecutive one (1) year breaks in service is fewer than five (5) or the aggregate number of years of vesting service before such break is more than five (5).

~~Hours of service shall be credited in accordance with Section 1.25, except that additional hours of service may be credited to Participants for vesting purposes in accordance with rules adopted by the Trustees from time to time to conform to applicable law.~~

~~9.03 Vesting Service for Employment Prior to Entry Date and After Change of Employment~~

~~In determining a Participant's vested interest in the Plan, service with Employer during any period for which Employer did not maintain this Plan or a predecessor plan shall be considered for vesting service.~~

~~For purposes of determining a Participant's vested interest, service with any Employers which are in a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and (c)(3)(c) of such Code) with Employer or with trades or businesses which are under common control with the Employer shall be deemed service with Employer.~~

~~9.04 Forfeiture~~ Any forfeitures under this Plan shall be applied to reduce unfunded past service liability, if any, or to increase benefits, as determined by the Trustees.

~~9.05 Exclusive Benefit~~ No part of the assets of the Plan shall be diverted to purposes other than for the payment of the expenses of the Plan and for the exclusive benefit of Participants or their beneficiaries.

~~If the Employer makes a contribution to this Plan because of mistake in fact, it may be returned to such Employer if written request is made by the Employer within one year from the date of the making of such contribution by the Employer.~~

~~The Trustees shall, prior to filing this Plan or any amendment thereof with the Internal Revenue Service for approval, give notice to all interested parties of such filing in accordance with applicable law.~~

**ARTICLE XIII**

**BENEFICIARIES**

**13.01 Designation of Beneficiary**<sup>10</sup>

(A) Each Participant, upon entry in the Plan, shall designate, in writing filed with the Trustees, a beneficiary or beneficiaries. The designation of a beneficiary other than the spouse of a married Participant must be consented to by the spouse, which consent must be provided by the spouse, in writing. The consent shall acknowledge the effect of such beneficiary designation, and must be witnessed by a notary public. The Participant may change the beneficiary designation by filing a written notice of change with the Trustees. However, no married Participant may change his beneficiary without the written consent of his spouse. The spouse's consent must be in writing; must acknowledge the effect of such change of beneficiary; and must be witnessed by a notary public.

(B) Insurance Contracts With respect to a Participant's interest in any endowment, annuity or life insurance contracts, or deposit administration annuity contracts, the beneficiary thereof shall be as designated in accordance with the terms of such contracts. To change such designation, the Participant shall file written notice of change with the Trustees and the Trustees shall direct any insurer or other person to change the designation of beneficiary and to perform all acts as may be necessary to give effect to the instructions of the Participant. However, no married Participant may change his beneficiary without the consent of his spouse. The spouse's consent must be in writing; must acknowledge the effect of such change of beneficiary; and must be witnessed by a notary public.

(C) Failure to Designate If no beneficiary is designated as to a Participant's interest as of the date of death of the Participant, the beneficiary shall be deemed to be the Participant's surviving spouse, and if there is no surviving spouse, then the beneficiary(ies) shall be deemed to be the individual(s) bearing the highest ranking relationship to the Participant, determined in accordance with the order set forth for intestate succession under §§ 732.103 of the Florida Statutes.

(D) Change of Beneficiary After Retirement.

After payment of retirement benefits has commenced, a retiree may change his or her designation of joint annuitant ~~or beneficiary~~ no more than two times in a lifetime. There is no limit on the number of times that a

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Comment [DR8]: This is amended language that did not get picked-up by the track changes function.

<sup>10</sup> (Formerly Section 7.03). Former Section 7.03 was amended effective February 21, 2008 by Amendment No. 8 to the 2002 Restated Plan Document by adding Subsection (D).



ARTICLE XIII

beneficiary can be changed to receive a refund of contributions or the balance of a 10-year certain benefit that is payable due to a retiree's death. If the retiree desires to change his or her joint annuitant or beneficiary, the retiree shall file with the Board a notarized notice of such change either by registered-certified letter or on a form as provided by the Board. If the retiree's named beneficiary or joint annuitant at the time of retirement was his or her spouse, then the retiree must either:

- (1) submit proof that the spouse has died; or
- (2) submit a notarized affidavit from the spouse or ex-spouse, on a form to be provided by the Plan, waiving the spouse's or ex-spouse's right to any further beneficiary benefits under the plan.
- (3) ~~if divorce, request submission of~~ submit a certified copy of the court order dissolving the marriage ~~divorce decree.~~

Upon receipt of a completed change of joint annuitant form or such other notice, the Board shall adjust the member's monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the member's current benefit. The retiree requesting the change of beneficiary shall pay any costs associated with obtaining the actuarial information necessary to re-calculate the benefit.

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**ARTICLE XIV**  
**CLAIMS PROCEDURE**

14.01 Claims Procedure Within ninety (90) days of receipt of an application for benefits (or notification of the death of a Participant), the Trustees shall notify a Participant or Beneficiary in writing of his eligibility or non-eligibility for benefits under the Plan, except where a Participant is eligible for benefits on account of Disability. In the case of disability claimants, notice of eligibility or non-eligibility shall be given by the Board within ninety (90) days after the later of (1) the receipt of the Board of a written application to the Board by the Participant of his eligibility for a disability benefit, or (2) submission to the Board of competent, substantial evidence of disability.

14.02 Denial of Claim If the Board determines that a Participant or Beneficiary is not eligible for benefits, a written notice shall be mailed to the claimant setting forth the specific reasons for such denial. The notice shall be written in a manner calculated to be understood by the Participant or Beneficiary. The notice shall cite specific references to the Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim and why it is necessary, and an explanation of the Plan's claim review procedure.

14.03 Review of Denial of Claim

(A) If a Participant or Beneficiary is determined by the Trustees to be ineligible for benefits, or if the Participant or Beneficiary believes that he is entitled to greater or different benefits than determined by the Trustees, he may have the claim reviewed by the Trustees, by filing a petition for review with the Trustees within ninety (90) days after receipt by him of the notice issued by the Trustees. The petition shall state the specific reasons the Participant or Beneficiary believes he is entitled to benefits, or greater or different benefits. Within ninety (90) days after receipt by the Trustees of the petition, the Trustees shall notify the Participant or Beneficiary of its decision in writing, stating specifically the basis of their decision. The Trustees shall not be required to follow the strict rules of evidence, but their decision shall be based on competent substantial evidence.

(B) If the trustees deny the claim after plenary review, the applicant may seek further review by filing a petition for certiorari with the circuit court within thirty (30) days of the notice of denial of the claim for benefits.

14.04 Changes in Procedure The Trustees may revise this claims procedure to any extent deemed necessary to comply with applicable law or to insure proper and clear notification to the Participant or Beneficiary and may delegate the implementation of claims procedures to one Trustee or to an agent of the Trustees.

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**ARTICLE XV**

**INTERNAL REVENUE CODE COMPLIANCE**

15.01 Internal Revenue Code Compliance

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(A) Maximum Pension

Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a participant shall not exceed the Dollar Limitation set forth below. If the benefit the participant would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.

(1) Definitions Used in this Section

(a) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:

(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or

(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation

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Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(b) "Dollar Limitation" means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:

(i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.

(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).

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- (iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.
- (2) The limitations set forth in this Subsection (A) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.
- (3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.
- (4) Except with respect to survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code, in the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.
- (5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.
- (6) Should any participant participate in more than one defined benefit plan maintained by the Employer in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.
- (7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without

regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(8) The determination of the Annual Pension under Paragraph (A)(1) of this Subsection (A) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (A) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (A) shall be used to decrease future employer contributions.

(B) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:

-April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or

-April 1 of the calendar year that next follows the calendar year in which the participant retires.

(C) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (B) of this Section 15.01.

(2) Death of participant Before Distributions Begin.

(a) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(b) The participant's entire interest shall be distributed as follows:

(i) participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(a) above, over the life of the designated beneficiary or over a period certain not exceeding:

(l) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

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(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(a) and 2(b) above shall apply as though the surviving spouse were the participant.

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

(a) Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity

payments to be made to the designated beneficiary after the expiration of the period certain.

(b) Period Certain Annuities. Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Subparagraph (3)(b), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

- (4) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(a), (4)(b) and (4)(c) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(a) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (C);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(III) to provide cash refunds of employee contributions upon the participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's Required Beginning Date (or, if the participant dies

before distributions begin, the date distributions are required to begin under Subparagraph (2)(a)(i) or (2)(a)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (C), distributions are considered to begin on the participant's Required Beginning Date. If annuity payments irrevocably commence to the participant (or to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(a) above), the date distributions are considered to begin is the date distributions actually commence.

(6) Definitions.

(a) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's Required Beginning Date. For distributions beginning after the participant's death, the first

distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (C).

(c) *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(D) *Rollover Distributions.*

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) *Definitions*

The following definitions apply to this Section:

(a) *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for

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net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

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(E) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(F) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(G) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

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ARTICLE XVI

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AMENDMENT AND TERMINATION

169.01 Amendment. The Trustees shall have the right at any time or from time to time to amend this Plan to any extent and in any manner that they deem advisable. The effective date of any amendment shall be the date specified by the Trustees.

- 169.02 Limitation of Amendment. No amendment under Section 169.01 shall:
- (A) have the effect of vesting in the Employer any interest in any property held subject to the terms of the Plan;
  - (B) cause or permit any property held subject to the terms of the Plan to be diverted to purposes other than the exclusive benefit of the present or future Participants and their beneficiaries; or
  - (C) cause a Participant to have a vested interest after the amendment which is less than what he would have had if the amendment had not been made.

No amendment to the vesting schedule shall deprive a Participant of his nonforfeitable rights to accrued benefits as of the date of the amendment. Further, if the vesting schedule of the Plan is amended, each Participant with at least five (5) Years of Service with the Employer shall, at all times, have his vested interest calculated in accordance with either the previous schedule or method of determining vested interest or the new amended schedule or method of determining vested interest, whichever gives him the greater vested interest.

- 169.03 Termination.
- (A) The Employer and Union have established this Plan with the bona fide intention and expectation that contributions will be made indefinitely under the Plan, but the Employer shall not be under any obligation or liability to continue contributions or to maintain the Plan for any given length of time, except as provided in a Collective Bargaining Agreement between Employer and Union and the Stipulation of Settlement.
  - (B) If the Trustees consolidate or replace this Plan with a comparable plan, such action shall not operate to terminate this Plan nor shall this Plan terminate if the Employer no longer operates the bus system if a successor employer continues this Plan as a separate and distinct plan or consolidates or replaces this Plan with a comparable plan.
  - (C) This Plan shall terminate on the happening of any of the following events:



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- (1) Delivery to the Employer and Union of a notice of termination executed by the Trustees specifying the date as of which the Plan shall terminate.
  - (2) Dissolution of the Employer without the creation by law of a successor employer.
  - (3) Upon request by the Union for termination of the Plan on account of a cessation of Employer contributions. A cessation of Employer contributions shall be deemed to have occurred when:
    - a. The Employer has notified the Plan or Employees of its intent to cease making contributions under the Collective Bargaining Agreement; and/or
    - b. The obligation of the Employer to contribute to the Plan under the provisions of the Collective Bargaining Agreement has terminated without reasonable expectation of renewal and the Employer has fulfilled all the obligations of the Stipulation of Settlement. The costs of determining and making an equitable allocation of assets in a termination under this subsection (c)(3) shall be paid by the Employer. If the Employer is willing to continue to make contributions to the Plan, but the Trustees terminate the Plan, then such costs shall be paid out of the Plan assets.
- (D) Upon any termination or partial termination of the Plan, after payment of all expenses, the accrued benefits of a Participant or a beneficiary of a deceased Participant, to the extent funded, shall become fully vested and nonforfeitable as of the date of such termination. The Trustees shall then distribute to each Participant, retired Participant, or beneficiary of a Participant affected, any amounts allocated for his benefit in accordance with Section 10.04 in such form as the Trustees shall determine. The Trustees may make payments of such amounts in cash or in assets of the Plan or in the form of immediate or deferred fixed or variable annuities as the Trustees shall in their sole discretion direct, subject to the modes of distribution provided for in the Plan.

| ~~10.04~~ 10.04 Allocation of Assets. Under termination, the assets of the Plan will be allocated in the following manner in the priority as shown:

- (A) Benefits to Participants who began receiving benefits at least three (3) years before the Plan termination (including those benefits which would have been received for at least three (3) years if the employee had then retired), based on Plan provisions in effect five (5) years prior to termination;
- (B) All other benefits in pay status;

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- (C) All other vested benefits;
- (D) All other benefits.

If assets available for allocation, except for items (C) and (D) above, are insufficient to cover all claims in any priority class, they may be allocated pro rata within that class in accordance with the provisions of applicable state and federal law. There shall be no double allocation of assets resulting from any benefits being included in more than one priority category. Thus, to the extent that a benefit is satisfied in a higher priority category, it is not entitled to allocation in a lower priority category.

In the event there shall be a balance in the Plan (due to differences between actuarial computations and experience during the life of the Plan) after making provision for all benefits specified previously, and after satisfaction of all other liabilities and expenses (both fixed and contingent), if any, with respect to Participants and their beneficiaries under the Plan such balance shall be paid to Participants in the form of additional benefits in the manner prescribed by the Trustees.

If assets available for distribution are insufficient to pay all benefits, liabilities and expenses of the Plan, neither the Employer, the Union, or individual Trustees shall be liable for the payment of any benefits under the Plan. To the extent provided by law all Participants and beneficiaries and anyone claiming through them shall be limited to the assets of the Trust Fund for the satisfaction of any claim. The Employer shall have no additional obligations under the Plan upon the cessation of its obligation to contribute to the Trust Fund. This provision does not apply to any obligation of the Employer to Fund benefits payable under the Stipulation of Settlement.

4016.05 Merger, Consolidation or Transfer. In the event of the merger or consolidation of this Plan with, or in the event of any transfer of assets and/or liabilities of this Plan to, any other plan or trust, each Participant hereunder shall, if the Plan would then be terminated, be eligible to receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer had this Plan then terminated.

**ARTICLE XI  
CONSTRUCTION**

~~11.01 Construction — No provision of this Plan shall be construed to conflict with any provision of the Treasury Department or Internal Revenue Service regulation, ruling, release, or other order which affects, or could affect the terms of this Plan or the qualification of this Plan under Section 401 of the Internal Revenue Code, as amended.~~

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**ARTICLE XVI**

~~For this sole purpose, all of the provisions of this Plan shall be deemed conditional and this Plan shall be amended to conform at the earliest practical date after promulgation or publication of the regulation, ruling or order. This Plan shall be construed, administered and enforced in accordance with applicable federal law, including the Internal Revenue Code and any applicable law of the State of Florida.~~

**ARTICLE XVII**  
**FIDUCIARY PROVISIONS**

- ~~172.01~~ Fiduciary and Plan Administrator. ~~The Board of Trustees shall be the Named Fiduciary within the meaning of Section 112.625(8) Florida Statutes. The named fiduciary and plan administrator shall be the Board of Trustees.~~ The Trustees shall have the authority to control and manage the operation and administration of this Plan and the Trust created in connection therewith, and shall have the exclusive management and control over the investment of the assets of the Trust. The Trustees shall also have the sole authority to interpret this Plan, and all decisions of the Trustees in that regard shall be final and binding.
- ~~172.02~~ More than One Capacity. Any fiduciary or other person may serve the Plan in more than one capacity, and may be a Trustee, or member of the Board, a Participant, an Employee, actuary or a bookkeeper for the Plan, as well as an officer, director or employee of Employer and a party-in-interest under the Code.

**ARTICLE XVIII**  
**MISCELLANEOUS**

- ~~183.01~~ Plan Not a Contract. Nothing herein contained shall be deemed to give a Participant the right to continue to be employed by the Employer or to interfere with any right of the Employer to discharge a Participant.
- ~~183.02~~ Non-alienability. To the extent permitted by the law the interest hereunder of a Participant or his beneficiary shall not be alienable by assignment or by any other method, and shall not be subject to taking by the creditors of such Participant or his beneficiary by any process whatsoever. The preceding sentence shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be an income deduction order qualified under Florida law.
- ~~183.03~~ Indemnity. To the extent permitted by law, the Trustees hereby agree to indemnify out of the assets of the Plan any Custodian or Investment Advisor, officers, directors, and employee of the Trust, the Authority and employees of the Authority, and such others to whom the Trustees have delegated administrative and fiduciary duties, except for persons or organizations (and their employees) who render advice or service for a fee or charge, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with the Plan, unless the same are determined to be due to gross negligence or intentional misconduct. This indemnification provision shall be effective for all actions taken by such persons with respect to the Plan from and after October 1, 1984.

The Trustees may purchase, out of plan assets, fiduciary liability insurance to protect the plan, provided that such insurance complies with the requirements of law with respect to any right of recourse provisions.

**ARTICLE XIV**  
**AMENDMENTS, NOTICES AND**  
**CONSTRUCTION OF AGREEMENT**

- ~~14.01 Amendment~~—This Agreement may be amended by an agreement in writing by the majority of the Trustees.
- ~~14.02 Notices~~—Any notice pursuant to this Agreement shall be effective if sent by registered or certified mail addressed to the party's last address of record.

~~14.03 Construction—No provision of this Trust Agreement shall be construed to conflict with any provision of an applicable Treasury Department or Internal Revenue Service regulation, ruling, release or other order which affects, or could affect the terms of the Plan, this Agreement or the qualification of the Plan under the pertinent provisions of the Internal Revenue Code, as the same may be amended from time to time. This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Florida.~~

~~**ARTICLE XV**  
INTERNAL REVENUE CODE COMPLIANCE~~

~~15.01 Internal Revenue Code Compliance~~

~~(A) Maximum Pension~~

~~Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a participant shall not exceed the Dollar Limitation set forth below. If the benefit the participant would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.~~

~~(1) Definitions Used in this Section~~

~~(a) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:~~

~~(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or~~

~~(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.~~

~~No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.~~

~~(b) "Dollar Limitation" means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:~~

~~(i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--~~

~~(i) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e).~~

~~1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(ii) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.~~

~~(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:~~

~~(i) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(ii) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the~~



~~annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).~~

- ~~(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.~~
- ~~(2) The limitations set forth in this Subsection (A) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.~~
- ~~(3) Cost of living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.~~
- ~~(4) Except with respect to survivor and disability benefits as defined in Section 415(b)(2)(l) of the Code, in the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction (i) the numerator of which is the number of years (or part thereof)~~

~~of participation in the Plan, and (ii) the denominator of which is 10.~~

~~(5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.~~

~~(6) Should any participant participate in more than one defined benefit plan maintained by the City, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.~~

~~(7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a) 20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.~~

~~(8) The determination of the Annual Pension under Paragraph (A)(1) of this Subsection (A) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.~~

~~(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any~~

~~discrepancy between the provisions of this Subsection (A) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (A) shall be used to decrease future employer contributions.~~

~~(B) Required Beginning Date:~~

~~Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:~~

- ~~-April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or~~
- ~~-April 1 of the calendar year that next follows the calendar year in which the participant retires.~~

~~(C) Required Minimum Distributions.~~

~~(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (B) of this Section 15.01.~~

~~(2) Death of participant Before Distributions Begin.~~

~~(a) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:~~

- ~~(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.~~

ARTICLE XVIII

~~(ii) — If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.~~

~~(iii) — If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.~~

~~(b) — The participant's entire interest shall be distributed as follows:~~

~~(i) — participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(a) above, over the life of the designated beneficiary or over a period certain not exceeding:~~

~~(I) — unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or~~

~~(II) — if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.~~

~~(ii) — No Designated Beneficiary. — If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.~~

~~(c) — Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. — In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(a) and 2(b) above shall apply as though the surviving spouse were the participant.~~

~~(3) — Requirements For Annuity Distributions That Commence During participant's Lifetime.~~

~~(a) — Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. — If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A 2 of Section 1.401(a)(9) 6T of the Treasury regulations. — If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.~~

~~(b) — Period Certain Annuities. — Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the~~

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~~participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Subparagraph (3)(b), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.~~

~~(4) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(a), (4)(b) and (4)(c) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.~~

~~(a) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the~~

~~Plan, payments under the annuity will satisfy the following requirements:~~

~~(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;~~

~~(ii) the distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (C) ;~~

~~(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;~~

~~(iv) payments will either be non-increasing or increase only as follows:~~

~~(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost of living index that is based on prices of all items and issued by the Bureau of Labor Statistics;~~

~~(II) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;~~

~~(III) to provide cash refunds of employee contributions upon the participant's death; or~~

~~(IV) to pay increased benefits that result from a Plan amendment.~~

~~(b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's Required Beginning Date (or, if the participant dies before distributions begin, the date distributions are required to begin under Subparagraph (2)(a)(i) or (2)(a)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's Required Beginning Date.~~

~~(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.~~

~~(5) For purposes of this Subsection (C), distributions are considered to begin on the participant's Required Beginning Date. If annuity payments irrevocably commence to the participant (or to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(a) above), the date distributions are considered to begin is the date distributions actually commence.~~

~~(6) Definitions.~~

~~(a) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9) 1, Q&A 4, of the Treasury regulations.~~



~~(b) — *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's Required Beginning Date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (C).~~

~~(c) — *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9) 9 of the Treasury regulations.~~

~~(D) — ROLLOVER DISTRIBUTIONS~~

~~(1) — Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.~~

~~(2) — Definitions~~

~~The following definitions apply to this Section:~~

~~(a) — *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:~~

~~(i) — any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;~~

~~(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;~~

~~(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and~~

~~(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.~~

~~(b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.~~

~~(c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's~~

~~surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.~~

~~(d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.~~

~~(E) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.~~

~~(F) Compensation Limitations Under 401(a)(17):~~

~~— In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.~~

~~— Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.~~

~~(G) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of~~

**ARTICLE XVIII**

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~~the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.~~

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned have caused this Trust Agreement and Pension Plan to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 201102, to be effective \_\_\_\_\_, 201102.

TRUSTEES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness to signatures of Trustees:

\_\_\_\_\_

AMALGAMATED TRANSIT UNION LOCAL 1596  
AMALGAMATED TRANSIT UNION, AFL-CIO, CLC

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**AMALGAMATED TRANSIT UNION  
LOCAL 1596  
PENSION PLAN**

**ADDENDUM A**

Additional Past Service Benefits Payable to Certain Participants

In addition to the benefits payable under Article III, the employees listed on the attached Exhibit A to Addendum A shall be entitled to a monthly past service benefit payable for life beginning at normal retirement date in the amounts set forth in Exhibit A (or the actual equivalent thereto if payable as a joint and survivor annuity under Section 8.08 and/or on a date other than normal retirement date) or in such larger amount as may be provided as a result of experience gains, determined by the Trustees from time to time in accordance with the terms of the Stipulation of Settlement.

These benefits shall be paid as additional benefits and shall be paid in accordance with all of the provisions of this plan and of the Stipulation of Settlement.

**AMALGAMATED TRANSIT UNION  
LOCAL 1596  
PENSION PLAN**

**ADDENDUM B**

Treatment of Money Purchase Pension Plan

- B.1 Rollovers From Money Purchase Pension Plan: An Employee eligible to participate in the Plan, may, in accordance with procedures approved by the Trustees, transfer amounts from the Money Purchase Pension Plan and Trust Agreement for Employees of Transit Management of Florida, Inc. (the "Money Purchase Plan"), which Plan was terminated effective September 30, 1985. Such amounts as the Employee elects may be transferred by the Employee to this Plan in a tax free rollover transaction. The Trustees have the power to enter into direct transfer of assets agreements with the Trustee of the Money Purchase Plan, and to accept the direct transfer of plan assets or to transfer plan assets, as a party to any such agreement. All expenses associated with such rollovers shall be paid from the Amalgamated Transit Union Local 1596 Pension Trust.
- B.2 Separate Rollover Account: The amount transferred shall be deposited in the Trust Fund and shall be credited to a separate account, herein referred to as a "Rollover Account." Such Rollover Account shall be nonforfeitable at all times and in any events and shall share proportionately in the income earned by the Plan. The Rollover Account is for accounting purposes only, and a segregation of the assets of the Trust Fund shall not be required.
- B.3 Benefits: The Rollover Account of a Participant shall be treated as part of his Account for purposes of determining the amount of his benefits under Article VIII, and the provisions of Article VIII shall apply thereto, except that such Participant shall remain fully vested in his Rollover Account should paragraph 8.07 be applicable to the termination of his employment.
- B.4 Other Provisions: Except as expressly provided in this Article, all other provisions of this Agreement shall apply to the Rollover Account and the funds allocable thereto shall be held, administered and distributed as part of the Trust Fund pursuant to the provisions of this Agreement. All other provisions of this Agreement shall be deemed modified and amended to the extent necessary to give effect to this Addendum.

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**RESOLUTION**

The Trustees of Amalgamated Transit Union, Local 1596, Pension Plan do hereby resolve:

For vesting purposes, time out during the strike period of 1978 will count. However, no Units of Benefit Credit will be counted except for hours worked as stated in the Plan Document.

\_\_\_\_\_/s/\_\_\_\_\_  
Robert Doane, Chairman

\_\_\_\_\_/s/\_\_\_\_\_  
Judy Ballard, Secretary

\_\_\_\_\_/s/\_\_\_\_\_  
Dolphus Carwise

\_\_\_\_\_/s/\_\_\_\_\_  
Michael Harbour

\_\_\_\_\_/s/\_\_\_\_\_  
Joseph S. Quine

\_\_\_\_\_/s/\_\_\_\_\_  
John Boutwell



**Action Agenda Item #7.B**

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
William Hearndon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Award a Contract to MV Transportation, Inc., for Paratransit Core Services

**Date:** 7/28/2011

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and execute a five year Contract to MV Transportation, Inc., for Paratransit Core Services not to exceed \$66,336,584. The term of the Contract will be October 1, 2011 through September 30, 2016. The actual Contract amount will vary depending on the demand for services as the Contract pricing is based on a fixed plus hourly rate, which are as follows: \$13,216,525 for year one, \$13,063,632 for year two, \$13,204,603 for year three, \$13,272,441 for year four, and \$13,579,383 for year five.

The yearly estimates are however, as noted above, estimated based on trip volume, and therefore, LYNX will not know the actual cost of the services. MV Transportation, however, will not be permitted to exceed the foregoing annual amounts without LYNX approval. If in any given year, the trip volume exceeds the foregoing estimates by more than five percent (5%), staff will seek authorization from the Board to amend the contract accordingly. LYNX staff is therefore requesting approval of the Board to increase the foregoing amounts by up to five percent (5%).

**BACKGROUND:**

At the May 26, 2011, Board meeting, staff received the Board's approval to accept the recommendation of the Source Evaluation Committee's (SEC) ranking MV Transportation Inc., as number one for the Core Paratransit Services contract and to move forward in negotiating a contract, but that the contract had to be brought back to the Board for its approval.

The Board made it clear that although MV was selected as the Core services provider it was imperative for both LYNX staff and MV to negotiate ways to lower the cost of the ACCESS LYNX program, in light of the current financial challenges facing LYNX.

Therefore, staff received authorization to begin negotiations with MV and was asked to come back to the Board for approval. In the event staff could not negotiate a contract with MV or if the Board did not approve the proposed final contract, the Board would direct staff to negotiate with one of the other two proposers.

MV and LYNX staff met several times in order to achieve these desired results. During these discussions each cost associated with these services was reviewed closely and realistically. Both MV and LYNX staff took care to listen to any and all ideas presented, further, each agreed that from the very start, service quality would not be sacrificed and the customers would not be affected.

The net result of these meetings was a reduction in MV’s costs by an additional \$2.6M over the contract term. These reductions were a result of coordinated efforts with LYNX, MV and MV’s DBE vendor partners to find creative ways to save costs without negatively affecting service. It is important to note that with these reductions MV will still meet LYNX’ DBE goal of 14%. Cost sharing opportunities were identified in MV’s move to the LYNX provided facility. Additionally, significant reductions in MV’s overhead and profit expectations also contributed to the cost reduction. LYNX believes these items are a clear indication of MV’s commitment to continue its proactive and productive partnership with LYNX.

MV’s original proposal for the Core service saved LYNX approximately \$3M over the current contract, primarily due to LYNX providing a facility and purchasing the remainder of the required fleet over the next three years. Through negotiations, LYNX will save an additional \$2.6M over MV’s original proposal.

MV’s original bid is as follows:

Year One	Year Two	Year Three	Year Four	Year Five	Total Contract
\$13,680,575	\$13,518,620	\$13,697,814	\$13,848,717	\$14,182,893	\$68,928,619

MV’s revised proposal bid following negotiation:

Year One	Year Two	Year Three	Year Four	Year Five	Total Contract
\$13,216,525	\$13,063,632	\$13,204,603	\$13,272,441	\$13,579,383	\$66,336,584

**Net result of reduction = \$2,592,035**

LYNX staff is confident that MV worked very hard to identify ways to save costs over the term of the next contract.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX has established an approved annual DBE goal of 14%, which was used in the RFP for Paratransit Services. MV Transportation, Inc., has stated and agreed it will meet the established goal. The DBE Officer will work with MV Transportation, Inc., to ensure full contract compliance.

**FISCAL IMPACT:**

LYNX staff has included funds in the FY2012 Preliminary Operating Budget to support the proposed year one contract cost in the amount of \$13,216,525.

Work Session Item #8.A

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Review of LYNX Draft 20 Year Strategic Transit Concept Plan

**Date:** 7/28/2011

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**BACKGROUND:**

In May 2010, Tindale-Oliver & Associates began the development of the Long Range Strategic Master Plan. This plan was designed to refine the network of eighteen (18) high-capacity transit corridors and establish a vision for public transportation for the next 20 years. During the public involvement process, an additional 4 corridors were added as a result of public and agency input and the contract was amended at the January 27, 2011 Board meeting.

The objectives for this study are as follows:

- Provide a blueprint for the growth and expansion of LYNX public transportation services through the year 2030.
- Serve as a bridge document between the 5-Year Service Plan and the METROPLAN 2030 Long Range Transportation Plan.
- Help drive economic development and redevelopment throughout the region.
- Demonstrate the role that LYNX could play at various funding levels.

Staff provided the Board with an update at the January 2011 Board meeting on the status of the study. The purpose of this update is to review preliminary findings of the plan for comment prior to the request to adopt the plan at the September 28, 2011 Board meeting. The presentation will address the modal recommendations for the 22 corridors, the underlying transit network that will support the transit concept plan, and the preliminary financial analysis.

The timeline to complete the plan is as follows:

**July 2011** – LYNX Board review of draft findings

**August 2011** – Review of draft plan with Regional Working Group and METROPLAN Subcommittees

**September 22, 2011** – Adoption of plan by LYNX Board and METROPLAN Orlando

**Work Session Item #8.B**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Bert Francis  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Presentation on Retirement and Group Healthcare Benefits

**Date:** 7/28/2011

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At the April 7, 2011 meeting of the Audit Committee, the Committee requested staff to provide a presentation on the retirement program and group healthcare benefits.

The presentation on the retirement program will consist of an analysis of current retirement contribution rates for both union and non-union employees. Discussion will also include recent legislative changes regarding the Florida Retirement System and other proposed changes that may have an impact on LYNX retirement plans.

The discussion regarding group healthcare benefits will include the following:

- Status of the broker selection
- Current status of the current healthcare plan
- Post retirement benefits

**Monthly Report A: Financial Reports**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Monthly Financial Reports - June 30, 2011

**Date:** 7/28/2011

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Please find attached the monthly financial report for the nine months ending June 30, 2011. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2011 reflect total revenue earned in the amount of \$84,524,287 and total expenses incurred in the amount of \$81,069,118 resulting in a net operating profit of \$3,455,169.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$5,823,028 for the first nine months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(2,367,859) for the first nine months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are higher than the budget at 109%. Customer fares are at 119% of the budgeted amount year-to-date, and are 27% above the budget amount for the month of June. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 7.0% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through June 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$516,166, \$40,400 and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

LYNX is experiencing increases in the price of fuel. We are 17% above the budget as of June 30, 2011 due to higher prices than anticipated. In the month of June, LYNX paid an average net price of \$3.13 (net) per gallon for diesel fuel and \$3.22 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel

fuel price for the month of June 2011 was \$3.61 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX staff has recently entered in a fuel hedging arrangement in an attempt to stabilize fuel cost in the future. The LYNX board approved this action in April 2011 and the initial results locked in fifty percent (50%) of LYNX' diesel fuel purchases at slightly less than \$3.17 (net) per gallon. We are currently \$1,324,630 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of June 30, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

**Paratransit Operations:**

The operating loss from Paratransit operations is related to the higher trip cost than anticipated for the month of June 2011. Also, TD revenue is less than anticipated for the year. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of June 30, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.87 (net) per gallon. The national unleaded fuel price for the month of June 2011 was \$3.44 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.30 trips per hour. The FY2011 budget reflects 1.30 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
<b>Actual (with est.)</b>	<b>452,766</b>	<b>\$32.51</b>	<b>\$14,717,223</b>
<b>Budget (rounding)</b>	<b>455,499</b>	<b>\$28.70</b>	<b>\$13,071,066</b>
<b>Excess Trips/Costs</b>	<b>(2,733)</b>	<b>\$ 3.81</b>	<b>\$ 1,646,157</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2011 AND 2010**  
(UNAUDITED)

	<u>2011</u>	<u>2010</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 28,949,568	\$ 22,283,202
Receivables:		
Local, trade and operating assistance	3,142,764	6,110,229
Federal grants	12,362,865	7,503,748
State grants	2,363,762	9,276,274
Inventory	1,600,267	2,048,780
Prepaid expenses and other assets	269,072	229,457
Restricted cash and cash equivalents	<u>1,407,657</u>	<u>1,544,508</u>
Total current assets	<u>50,095,955</u>	<u>48,996,198</u>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,300,368</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	83,227,024	81,092,788
Revenue vehicles	107,757,997	98,933,346
Furniture, Fixtures & Equipment	21,779,695	21,883,360
Leasehold improvements	-	-
Total property and equipment	<u>221,336,181</u>	<u>210,480,959</u>
Less: accumulated depreciation	(96,579,831)	(88,075,143)
Construction in progress	<u>13,389,456</u>	<u>7,216,673</u>
Net property and equipment	<u>138,145,806</u>	<u>129,622,489</u>
Other assets	<u>-</u>	<u>-</u>
Total noncurrent assets	<u>142,340,869</u>	<u>133,922,857</u>
<b>TOTAL ASSETS</b>	<u>\$ 192,436,824</u>	<u>\$ 182,919,055</u>



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2011 AND 2010**  
(UNAUDITED)

	<b>2011</b>	<b>2010</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 5,042,264	\$ 4,437,686
Accrued salaries and related taxes	2,924,878	2,516,264
Accrued compensated absences	3,668,816	3,628,910
Accrued self-insurance liability, current	1,565,304	1,182,254
Leases payable, current	1,119,521	1,076,477
SIB loans payable, current	736,565	2,356,814
Deferred operating revenue	4,382,203	6,985,094
Deferred capital	961,760	1,007,759
Total current liabilities	20,401,311	23,191,258
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	2,685,328	3,804,848
Loans payable	8,164,796	7,473,077
Accrued self-insurance liability, long-term	3,073,730	3,093,050
Total noncurrent liabilities	13,923,854	14,370,975
Total liabilities	34,325,165	37,562,233
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	129,127,618	119,189,440
Restricted	536,750	536,750
Unrestricted	28,447,291	25,630,632
Total net assets	158,111,659	145,356,822
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 192,436,824</b>	<b>\$ 182,919,055</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2011 AND THE NINE MONTHS ENDED JUNE 30, 2011**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 16,037,325	\$ 19,135,853	119%	\$ 1,781,925	\$ 2,261,176	127%
Contract Services:						
Local Financial Assistance	6,305,058	6,338,910	101%	700,562	745,434	106%
Other Contractual Services	8,083,997	7,639,841	95%	898,222	840,373	94%
Advertising	1,316,250	556,566	42%	146,250	196,794	135%
Other Operating Income	252,648	349,314	138%	28,072	34,419	123%
Total Operating Revenues	<u>31,995,278</u>	<u>34,020,484</u>	106%	<u>3,555,031</u>	<u>4,078,196</u>	115%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	6,234,021	6,360,334	102%	692,669	706,079	102%
Local	27,904,392	27,904,386	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:				-		
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,186,824	13,467,577	83%	1,798,536	1,584,127	88%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,751,877	2,233,859	128%	194,653	179,351	92%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	68,261	61%	12,500	5,781	46%
Gain / (Loss) on Sale of Assets	-	(93,114)	N/A	-	(132,819)	N/A
Total Nonoperating Revenues	<u>52,752,114</u>	<u>50,503,803</u>	96%	<u>5,861,346</u>	<u>5,505,506</u>	94%
Total Revenues	<u>84,747,392</u>	<u>84,524,287</u>	100%	<u>9,416,377</u>	<u>9,583,702</u>	102%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	29,593,197	28,192,118	95%	3,288,133	3,036,215	92%
Fringe Benefits	16,352,730	14,862,581	91%	1,816,970	1,586,805	87%
Purchased Transportation Services	14,348,592	15,644,461	109%	1,594,288	1,877,960	118%
Fuel	9,105,993	10,952,535	120%	1,011,777	1,451,318	143%
Other Materials and Supplies	4,273,541	4,028,313	94%	474,838	419,392	88%
Professional Services	3,443,598	1,226,195	36%	382,622	168,403	44%
Other Services	3,771,261	2,773,480	74%	419,029	229,436	55%
Lease and Miscellaneous Expenses	624,123	518,086	83%	69,347	103,939	150%
Casualty and Liability Insurance	1,554,948	1,221,720	79%	172,772	197,377	114%
Utilities	975,438	1,035,084	106%	108,382	123,388	114%
Taxes and Licenses	344,232	388,147	113%	38,248	45,319	118%
Interest Expense	359,739	226,398	63%	39,971	23,818	60%
Total Operating Expenses	<u>84,747,392</u>	<u>81,069,118</u>	96%	<u>9,416,377</u>	<u>9,263,370</u>	98%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ -</u>	<u>\$ 3,455,169</u>	N/A	<u>\$ -</u>	<u>\$ 320,332</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2011 AND THE NINE MONTHS ENDED JUNE 30, 2011**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 15,154,632	\$ 18,060,005	119%	\$ 1,683,848	\$ 2,136,181	127%
Contract Services:						
Local Financial Assistance	6,305,058	6,338,910	101%	700,562	745,434	106%
Other Contractual Services	1,721,186	1,724,701	100%	191,243	163,848	86%
Advertising	1,316,250	556,566	42%	146,250	196,794	135%
Other Operating Income	252,648	349,314	138%	28,072	34,419	123%
Total Operating Revenues	<u>24,749,774</u>	<u>27,029,496</u>	109%	<u>2,749,975</u>	<u>3,276,676</u>	119%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	6,234,021	6,360,334	102%	692,669	706,079	102%
Local	22,153,707	22,153,701	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	13,566,879	11,338,417	84%	1,507,431	1,308,950	87%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,751,877	2,233,859	128%	194,653	179,351	92%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	68,261	61%	12,500	5,781	46%
Gain / (Loss) on the Sale of Assets	-	(93,114)	N/A	-	(132,819)	N/A
Total Nonoperating Revenues	<u>44,381,484</u>	<u>42,623,958</u>	96%	<u>4,931,276</u>	<u>4,591,364</u>	93%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>69,131,258</u>	<u>69,653,454</u>	101%	<u>7,681,251</u>	<u>7,868,040</u>	102%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	29,337,876	27,939,181	95%	3,259,764	3,007,835	92%
Fringe Benefits	16,194,159	14,716,813	91%	1,799,351	1,570,455	87%
Purchased Transportation Services	946,026	942,781	100%	105,114	188,259	179%
Fuel	7,819,290	9,143,920	117%	868,810	1,165,193	134%
Other Materials and Supplies	4,227,038	4,019,989	95%	469,671	419,016	89%
Professional Services	3,191,976	1,140,752	36%	354,664	158,773	45%
Other Services	3,650,634	2,617,639	72%	405,626	229,436	57%
Lease and Miscellaneous Expenses	612,369	516,892	84%	68,041	103,919	153%
Casualty and Liability Insurance	1,554,948	1,221,720	79%	172,772	197,377	114%
Utilities	930,069	997,334	107%	103,341	118,459	115%
Taxes and Licenses	307,134	347,007	113%	34,126	41,060	120%
Interest Expense	359,739	226,398	63%	39,971	23,818	60%
Total Operating Expenses	<u>69,131,258</u>	<u>63,830,426</u>	92%	<u>7,681,251</u>	<u>7,223,600</u>	94%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ -</u>	<u>\$ 5,823,028</u>	N/A	<u>\$ -</u>	<u>\$ 644,440</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2011 AND THE NINE MONTHS ENDED JUNE 30, 2011**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 882,693	\$ 1,075,848	122%	\$ 98,077	\$ 124,995	127%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,362,811	5,915,140	93%	706,979	676,525	96%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>7,245,504</u>	<u>6,990,988</u>	96%	<u>805,056</u>	<u>801,520</u>	100%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,750,685	5,750,685	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,619,945	2,129,160	81%	291,105	275,177	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>8,370,630</u>	<u>7,879,845</u>	94%	<u>930,070</u>	<u>914,142</u>	98%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>15,616,134</u>	<u>14,870,833</u>	95%	<u>1,735,126</u>	<u>1,715,662</u>	99%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	255,321	252,937	99%	28,369	28,380	100%
Fringe Benefits	158,571	145,768	92%	17,619	16,350	93%
Purchased Transportation Services	13,402,566	14,701,680	110%	1,489,174	1,689,701	113%
Fuel	1,286,703	1,808,615	141%	142,967	286,125	200%
Other Materials and Supplies	46,503	8,324	18%	5,167	376	7%
Professional Services	251,622	85,443	34%	27,958	9,630	34%
Other Services	120,627	155,841	129%	13,403	-	0%
Lease and Miscellaneous Expenses	11,754	1,194	10%	1,306	20	2%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	45,369	37,750	83%	5,041	4,929	98%
Taxes and Licenses	37,098	41,140	111%	4,122	4,259	103%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>15,616,134</u>	<u>17,238,692</u>	110%	<u>1,735,126</u>	<u>2,039,770</u>	118%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ -</u>	<u>\$ (2,367,859)</u>	N/A	<u>\$ -</u>	<u>\$ (324,108)</u>	N/A

**Monthly Report B: Financial Reports**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Monthly Financial Reports - May 31, 2011

**Date:** 7/28/2011

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Please find attached the monthly financial report for the eight months ending May 31, 2011. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eight months ending May 31, 2011 reflect total revenue earned in the amount of \$74,940,585 and total expenses incurred in the amount of \$71,805,748 resulting in a net operating profit of \$3,134,837.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$5,178,588 for the first eight months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(2,043,751) for the first eight months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are higher than the budget at 108%. Customer fares are at 118% of the budgeted amount year-to-date, and are 26% above the budget amount for the month of May. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 10.8% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through May 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$323,847, \$35,925, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

LYNX is experiencing increases in the price of fuel, we are 15% above the budget as of May 31, 2011 due to higher prices than anticipated. In the month of May, LYNX paid an average net price of \$3.12 (net) per gallon for diesel fuel and \$3.24 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel

fuel price for the month of May 2011 was \$3.72 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX staff has recently entered in a fuel hedging arrangement in an attempt to stabilize fuel cost in the future. The LYNX board approved this action in April 2011 and the initial results locked in fifty percent (50%) of LYNX' diesel fuel purchases at slightly less than \$3.17 (net) per gallon. We are currently \$1,028,247 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of May 31, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

**Paratransit Operations:**

The operating loss from Paratransit operations is related to the higher trip cost than anticipated for the month of May 2011. Also, TD revenue is less than anticipated for the year. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of May 31, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$3.09 (net) per gallon. The national unleaded fuel price for the month of May 2011 was \$3.67 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.30 trips per hour. The FY2011 budget reflects 1.30 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
<b>Actual (with est.)</b>	<b>399,218</b>	<b>\$32.63</b>	<b>\$13,027,522</b>
<b>Budget (rounding)</b>	<b>404,888</b>	<b>\$28.70</b>	<b>\$11,618,625</b>
<b>Excess Trips/Costs</b>	<b>(5,670)</b>	<b>\$ 3.93</b>	<b>\$ 1,408,897</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**MAY 31, 2011 AND 2010**  
(UNAUDITED)

	<u>2011</u>	<u>2010</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 30,412,065	\$ 20,301,913
Receivables:		
Local, trade and operating assistance	3,932,532	9,189,852
Federal grants	10,376,043	6,762,825
State grants	2,461,527	7,875,448
Inventory	1,496,715	2,011,875
Prepaid expenses and other assets	321,882	267,520
Restricted cash and cash equivalents	<u>1,411,018</u>	<u>1,460,750</u>
Total current assets	<u>50,411,782</u>	<u>47,870,183</u>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,300,368</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	83,767,849	81,220,516
Revenue vehicles	110,220,883	98,933,346
Furniture, Fixtures & Equipment	21,800,942	21,531,755
Leasehold improvements	<u>-</u>	<u>-</u>
Total property and equipment	224,361,139	210,257,082
Less: accumulated depreciation	(98,001,927)	(86,806,846)
Construction in progress	<u>12,121,321</u>	<u>6,854,710</u>
Net property and equipment	<u>138,480,533</u>	<u>130,304,946</u>
Other assets	<u>-</u>	<u>-</u>
Total noncurrent assets	<u>142,675,596</u>	<u>134,605,314</u>
<b>TOTAL ASSETS</b>	<u>\$ 193,087,378</u>	<u>\$ 182,475,497</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**MAY 31, 2011 AND 2010**  
(UNAUDITED)

	<b>2011</b>	<b>2010</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 5,597,631	\$ 4,808,318
Accrued salaries and related taxes	2,607,631	2,310,566
Accrued compensated absences	3,668,816	3,628,910
Accrued self-insurance liability, current	1,565,304	1,182,254
Leases payable, current	1,119,521	1,076,477
SIB loans payable, current	736,565	2,356,814
Deferred operating revenue	4,854,317	6,506,437
Deferred capital	878,002	924,001
Total current liabilities	21,027,787	22,793,777
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	2,685,328	3,804,848
Loans payable	8,164,796	7,473,077
Accrued self-insurance liability, long-term	3,073,730	3,093,050
Total noncurrent liabilities	13,923,854	14,370,975
Total liabilities	34,951,641	37,164,752
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	129,472,028	119,860,947
Restricted	536,750	536,750
Unrestricted	28,126,959	24,913,048
Total net assets	158,135,737	145,310,745
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 193,087,378</b>	<b>\$ 182,475,497</b>



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2011 AND THE EIGHT MONTHS ENDED MAY 31, 2011**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 14,255,400	\$ 16,874,677	118%	\$ 1,781,925	\$ 2,247,101	126%
Contract Services:						
Local Financial Assistance	5,604,496	5,593,476	100%	700,562	577,324	82%
Other Contractual Services	7,185,775	6,799,468	95%	898,222	1,004,887	112%
Advertising	1,170,000	359,772	31%	146,250	26,395	18%
Other Operating Income	224,576	314,895	140%	28,072	51,053	182%
Total Operating Revenues	<u>28,440,247</u>	<u>29,942,288</u>	105%	<u>3,555,031</u>	<u>3,906,760</u>	110%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	500,000	500,000	100%	62,500	62,500	100%
State of Florida	5,541,352	5,654,255	102%	692,669	706,079	102%
Local	24,803,904	24,803,899	100%	3,100,488	3,100,490	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	14,388,288	11,883,450	83%	1,798,536	1,526,885	85%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,557,224	2,054,508	132%	194,653	176,992	91%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	100,000	62,480	62%	12,500	5,673	45%
Gain / (Loss) on Sale of Assets	-	39,705	N/A	-	(1,332)	N/A
Total Nonoperating Revenues	<u>46,890,768</u>	<u>44,998,297</u>	96%	<u>5,861,346</u>	<u>5,577,287</u>	95%
Total Revenues	<u>75,331,015</u>	<u>74,940,585</u>	99%	<u>9,416,377</u>	<u>9,484,047</u>	101%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	26,305,064	25,155,903	96%	3,288,133	3,209,709	98%
Fringe Benefits	14,535,760	13,275,776	91%	1,816,970	1,688,581	93%
Purchased Transportation Services	12,754,304	13,766,501	108%	1,594,288	1,816,568	114%
Fuel	8,094,216	9,501,217	117%	1,011,777	1,400,948	138%
Other Materials and Supplies	3,798,703	3,608,921	95%	474,838	451,773	95%
Professional Services	3,060,976	1,057,792	35%	382,622	39,770	10%
Other Services	3,352,232	2,544,044	76%	419,029	442,759	106%
Lease and Miscellaneous Expenses	554,776	414,147	75%	69,347	53,012	76%
Casualty and Liability Insurance	1,382,176	1,024,343	74%	172,772	219,913	127%
Utilities	867,056	911,696	105%	108,382	108,125	100%
Taxes and Licenses	305,984	342,828	112%	38,248	40,959	107%
Interest Expense	319,768	202,580	63%	39,971	24,266	61%
Total Operating Expenses	<u>75,331,015</u>	<u>71,805,748</u>	95%	<u>9,416,377</u>	<u>9,496,383</u>	101%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ -</u>	<u>\$ 3,134,837</u>	N/A	<u>\$ -</u>	<u>\$ (12,336)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2011 AND THE EIGHT MONTHS ENDED MAY 31, 2011**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 784,616	\$ 950,853	121%	\$ 98,077	\$ 123,014	125%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	5,655,832	5,238,615	93%	706,979	690,146	98%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>6,440,448</u>	<u>6,189,468</u>	96%	<u>805,056</u>	<u>813,160</u>	101%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,111,720	5,111,720	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,328,840	1,853,983	80%	291,105	275,177	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>7,440,560</u>	<u>6,965,703</u>	94%	<u>930,070</u>	<u>914,142</u>	98%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>13,881,008</u>	<u>13,155,171</u>	95%	<u>1,735,126</u>	<u>1,727,302</u>	100%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	226,952	224,557	99%	28,369	30,281	107%
Fringe Benefits	140,952	129,418	92%	17,619	17,857	101%
Purchased Transportation Services	11,913,392	13,011,979	109%	1,489,174	1,719,705	115%
Fuel	1,143,736	1,522,490	133%	142,967	256,875	180%
Other Materials and Supplies	41,336	7,948	19%	5,167	1,076	21%
Professional Services	223,664	75,813	34%	27,958	9,715	35%
Other Services	107,224	155,841	145%	13,403	30,202	225%
Lease and Miscellaneous Expenses	10,448	1,174	11%	1,306	60	5%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	40,328	32,821	81%	5,041	4,009	80%
Taxes and Licenses	32,976	36,881	112%	4,122	5,200	126%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>13,881,008</u>	<u>15,198,922</u>	109%	<u>1,735,126</u>	<u>2,074,980</u>	120%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ -</u>	<u>\$ (2,043,751)</u>	N/A	<u>\$ -</u>	<u>\$ (347,678)</u>	N/A



**Monthly Report C: LYNX American Recovery and Reinvestment Act Project Status Report**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** LYNX American Recovery and Reinvestment Act Project Status Report Through June 2011

**Date:** 7/28/2011

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LYNX received over \$31.5 million in a 2009 American Recovery and Reinvestment Act Grant. Of the 19 projects approved in this grant, three are substantially completed and the majority of the remaining projects are well underway. As of June 30, 2011, LYNX has encumbered \$23,026,944 or 73.0% of the award. A total of \$20,748,744, or 65.8% of the work has been completed and paid out. Individual projects currently underway include adding 300 shelters throughout the service area, lighting and energy efficiency improvements at LYNX Central Station (LCS), and installation of more and better cameras on LYNX buses.

The LOC Emergency Generators/Paint Booth/Building Upgrades project continues to progress and remains ahead of schedule. The generators and paint booth have been installed. LYNX has requested FTA approval of Internal Budget Revisions 1-3 to use actual and anticipated savings from substantially complete ARRA projects to supplement a gap in funding for other ARRA projects including construction engineering and inspection services for the LYNX Operations Center building upgrades.

A complete list of projects and the status of each, as of June 30, 2011, can be found on the attached table. The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed categories. Also included is the amount of ARRA funds paid out to date, number of jobs created/retained and the associated hours worked and payroll.

LYNX submitted the quarterly 1512 report to the FTA on July 8, 2011.



**LYNX**

**American Recovery & Reinvestment Act (ARRA)**

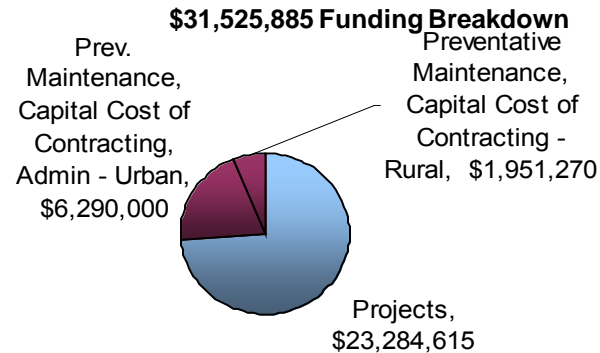
TOTAL AWARDED: \$31,525,885

**June 2011 STATUS**



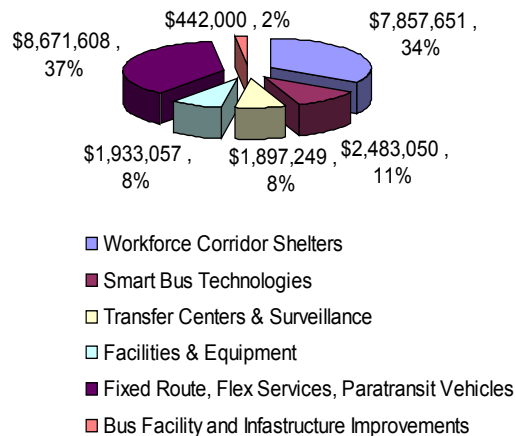
**LYNX & LYNX Contractors using ARRA Funding:**

Total ARRA Funds Paid Out (Urban & Rural): \$20,748,744  
 Number of Direct On-Project Jobs Created/Retained = 920  
 Number of Job Hours Created/Retained = 368,114  
 Payroll for Job Hours Created/Retained = \$8,295,134

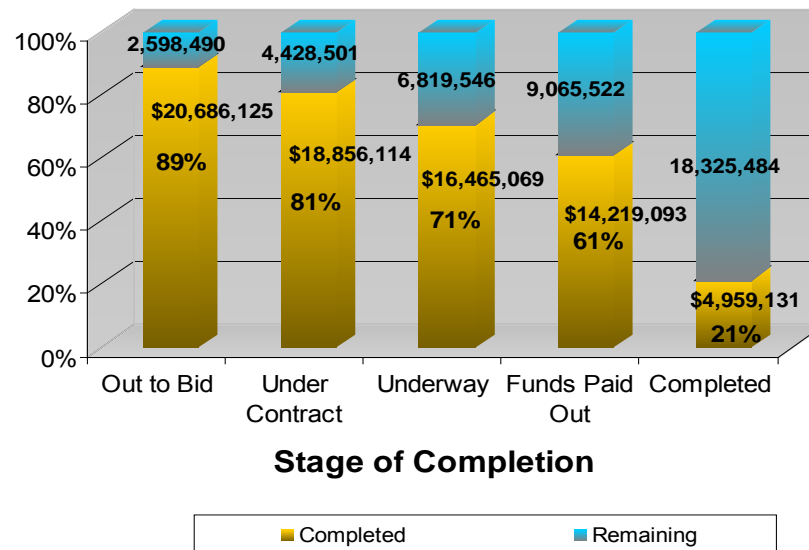


**Recovery Act Funds Associated With Projects (\$23,284,615)**

Approved Projects = \$23,284,615



**Percent Complete**



Note: The above Progress Chart reflects Cumulative, Per-Project Amounts (not per-contract amounts). Completed amounts shown in each subsequent stage are first shown in the previous stage (for example, in order for a project to be "Underway" it is also "Out to Bid" and "Under Contract").



Monthly Report D: Ridership Report

**To:** LYNX Board of Directors

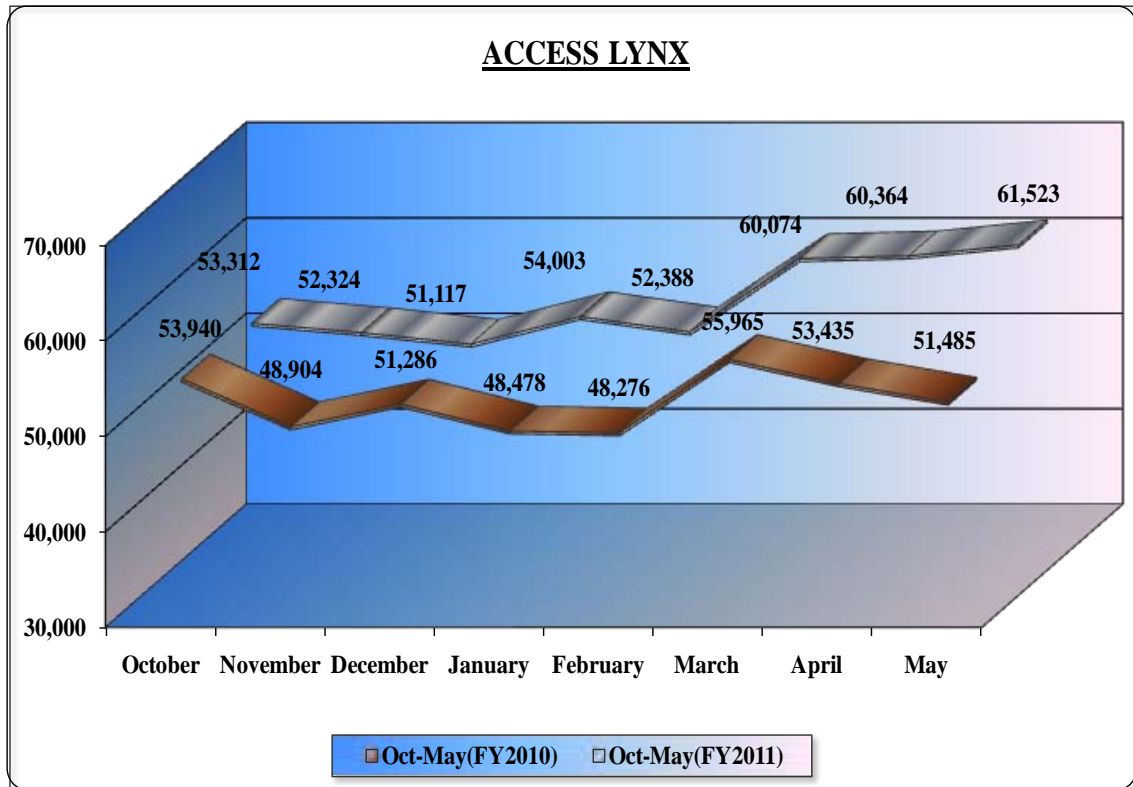
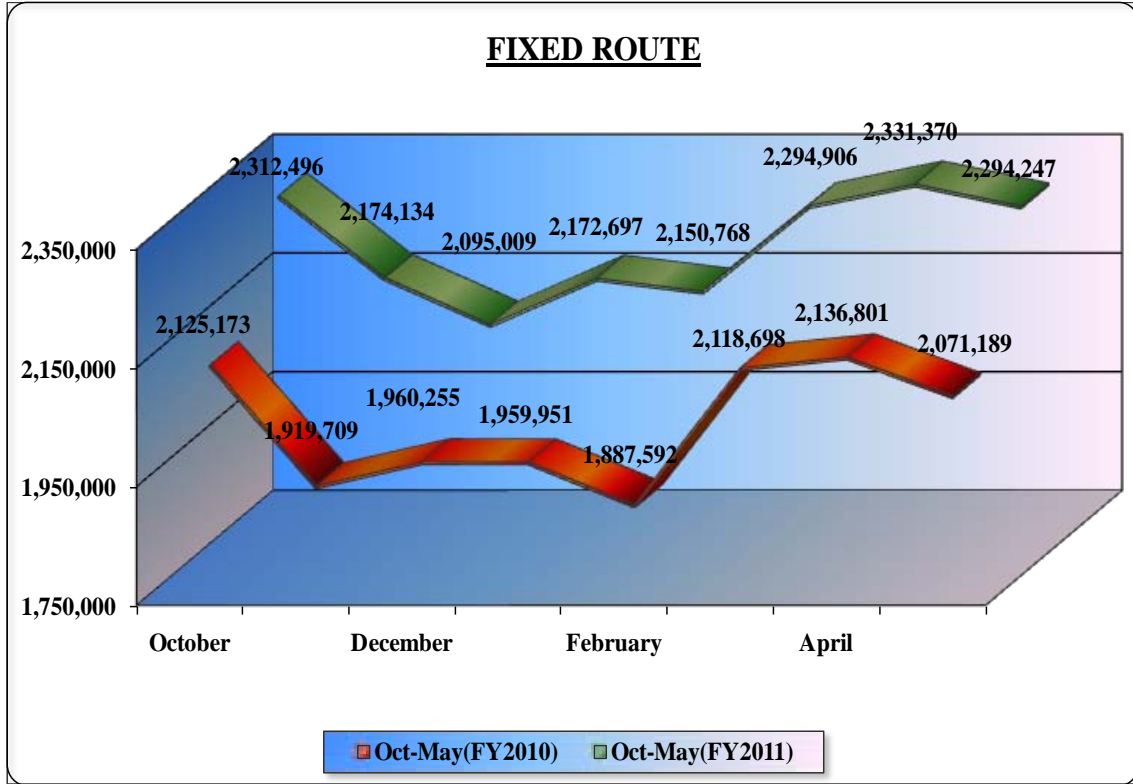
**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Ridership Report for May and June 2011

**Date:** 7/28/2011

<i>Service Mode</i>	<i>Oct-May(FY2010)</i>	<i>Oct-May(FY2011)</i>	<i>% Change</i>
LYMMO	792,232	688,794	-13.06%
Fixed Route	15,306,457	17,041,627	11.34%
Pick Up Line	80,679	95,206	18.01%
<b>SUBTOTAL - FIXED ROUTE</b>	16,179,368	17,825,627	10.18%
Special Shuttles	36,949	37,223	0.74%
ACCESS LYNX	411,769	445,105	8.10%
Van Pool	124,178	133,686	7.66%
<b>SUBTOTAL - OTHER SERVICES</b>	572,896	616,014	7.53%
<b>TOTAL ALL SERVICES</b>	16,752,264	18,441,641	10.08%





*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>May-10</i>	<i>May-11</i>	<i>% Change</i>
<b>LYMMO</b>	Weekday	4,486	3,352	-25.28%
	Saturday	2,109	1,277	-39.45%
	Sunday	999	1,005	0.55%
<b>All Other Links</b>	Weekday	76,049	84,103	10.59%
	Saturday	50,685	56,836	12.14%
	Sunday	30,118	34,482	14.49%
<b>Total Fixed Route</b>	Weekday	80,534	87,455	8.59%
	Saturday	52,794	58,113	10.08%
	Sunday	31,117	35,486	14.04%
<b>ACCESS LYNX</b>	Weekday	2,554	2,835	11.03%
	Saturday	1,123	1,182	5.25%
	Sunday	358	445	24.18%
<b>Pick Up Line</b>	Weekday	436	524	20.22%
	Saturday	224	269	20.09%
<b>Van Pool</b>	Weekday	660	782	18.51%
	Saturday	121	99	-17.88%
	Sunday	122	126	3.61%
<b>TOTAL LYNX SERVICES</b>	<b>Weekday</b>	<b>84,184</b>	<b>91,597</b>	<b>8.81%</b>
	<b>Saturday</b>	<b>54,261</b>	<b>59,663</b>	<b>9.95%</b>
	<b>Sunday</b>	<b>31,597</b>	<b>36,057</b>	<b>14.12%</b>

The following new links began service in April 2010:

Link 641 – Williamsburg PickUpLine

The following new links began service in December 2010:

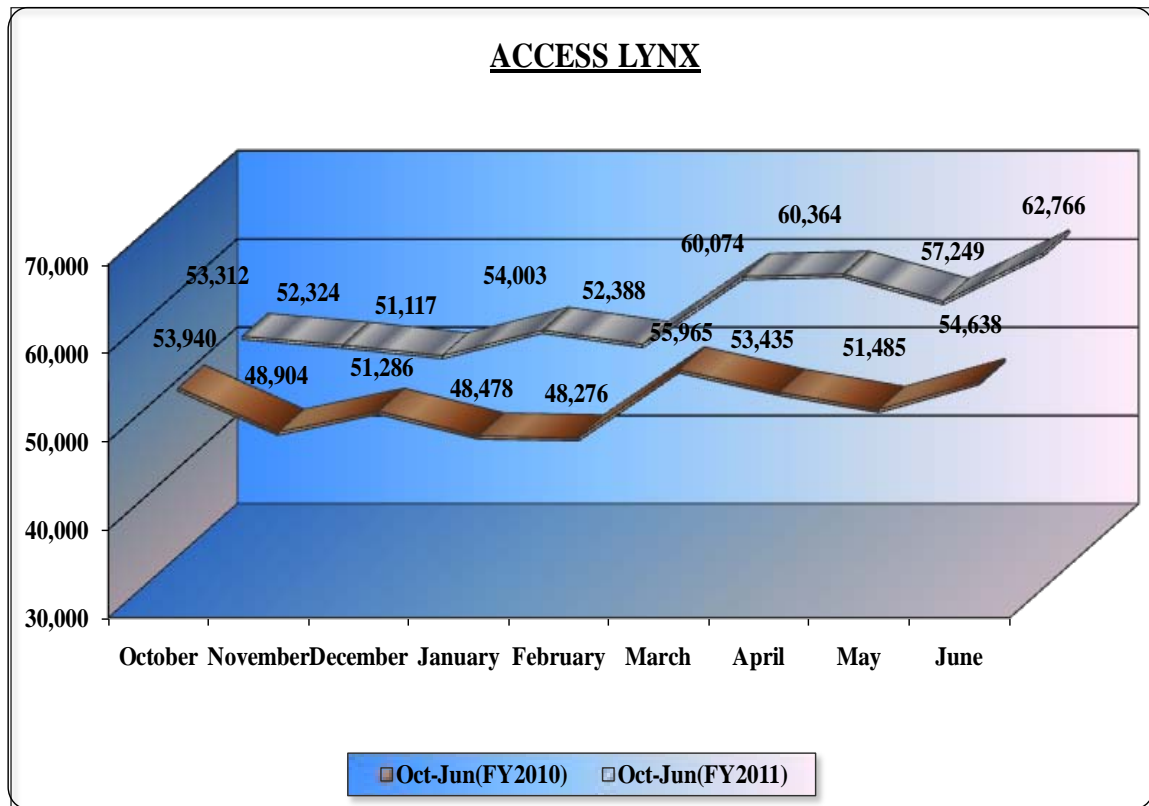
Link 613 – Pine Hills Pick Up Line

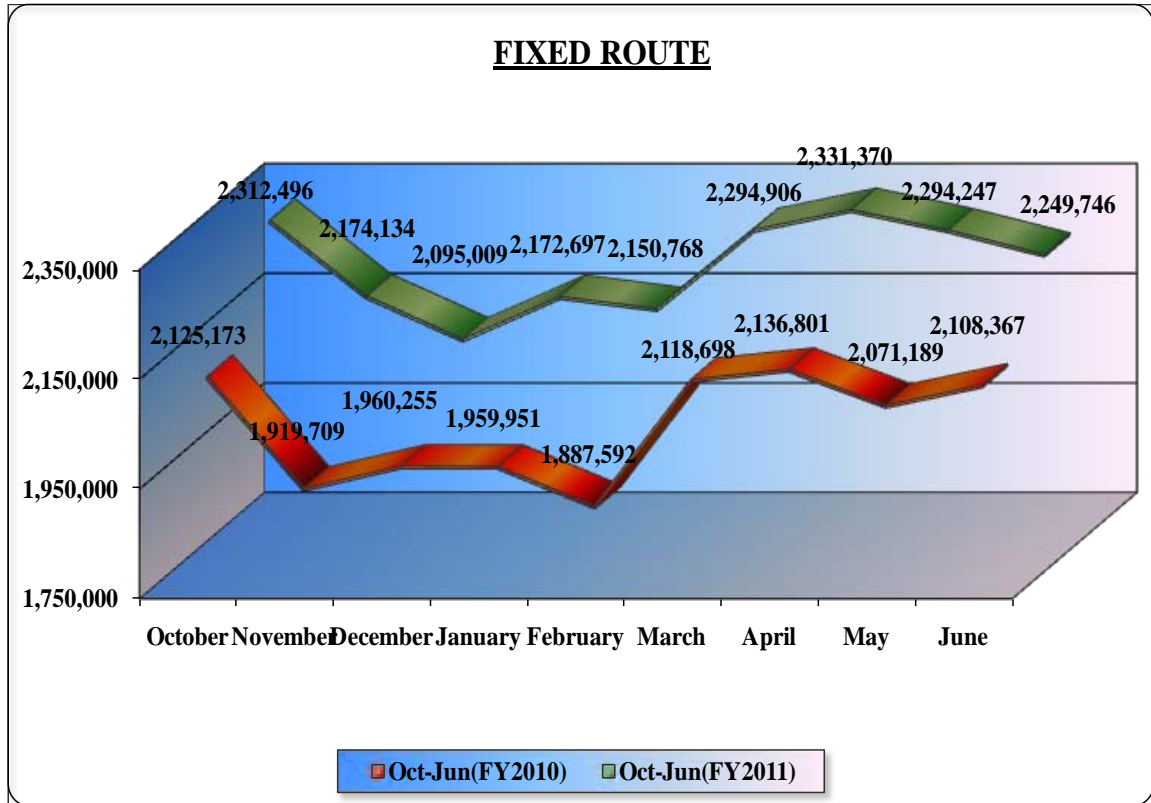
## LYNX Monthly Ridership

<b>Fiscal Year 2011</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526					688,794
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645					17,041,627
Pick Up Line	11,631	10,852	11,329	11,811	12,045	12,876	12,586	12,076					95,206
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697	2,150,768	2,294,906	2,331,370	2,294,247					17,825,627
Special Shuttles	13	7,370	8,696	21,048	-	-	51	45					37,223
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388	60,074	60,364	61,523					445,105
Van Pool	16,444	15,598	14,658	17,138	15,906	18,527	17,075	18,340					133,686
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,189	68,294	78,601	77,490	79,908					616,014
<b>TOTAL ALL SERVICES</b>	<b>2,382,265</b>	<b>2,249,426</b>	<b>2,169,480</b>	<b>2,264,886</b>	<b>2,219,062</b>	<b>2,373,507</b>	<b>2,408,860</b>	<b>2,374,155</b>					<b>18,441,641</b>
<b>% Change From Fiscal Year 2010 To Fiscal Year 2011</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%	-24.1%	-28.3%	-23.3%					-13.1%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%	10.1%	11.3%	12.6%					11.3%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%	6.4%	5.0%	22.8%					18.0%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%	13.9%	8.3%	9.1%	10.8%					10.2%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%	-100.0%	21.4%	-83.5%					0.7%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%	7.3%	13.0%	19.5%					8.1%
Van Pool	5.5%	8.3%	0.3%	9.4%	3.4%	6.9%	5.9%	21.6%					7.7%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%	7.1%	7.2%	11.3%	19.6%					7.5%
<b>TOTAL ALL SERVICES</b>	<b>8.5%</b>	<b>13.1%</b>	<b>6.6%</b>	<b>10.7%</b>	<b>13.7%</b>	<b>8.3%</b>	<b>9.2%</b>	<b>11.0%</b>					<b>10.1%</b>
<b>Fiscal Year 2010</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
Van Pool	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
<b>TOTAL ALL SERVICES</b>	<b>2,194,762</b>	<b>1,989,549</b>	<b>2,034,452</b>	<b>2,045,730</b>	<b>1,951,338</b>	<b>2,192,005</b>	<b>2,206,403</b>	<b>2,138,025</b>	<b>2,179,060</b>	<b>2,226,430</b>	<b>2,277,252</b>	<b>2,284,891</b>	<b>25,719,897</b>

## Year to date (October - June) Draft

Service Mode	Oct-Jun(FY2010)	Oct-Jun(FY2011)	% Change
LYMMO	890,124	772,142	-13.25%
Fixed Route	17,306,698	19,195,944	10.92%
Pick Up Line	90,913	107,287	18.01%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>18,287,735</b>	<b>20,075,373</b>	<b>9.78%</b>
Special Shuttles	36,950	37,236	0.77%
ACCESS LYNX	466,407	503,597	7.97%
Van Pool	140,232	152,024	8.41%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>643,589</b>	<b>692,857</b>	<b>7.66%</b>
<b>TOTAL ALL SERVICES</b>	<b>18,931,324</b>	<b>20,768,230</b>	<b>9.70%</b>





**Average Daily Ridership by Mode**

<i>Service Mode</i>	<i>Day</i>	<i>June-10</i>	<i>June-11</i>	<i>% Change</i>
<b>LYMMO</b>	Weekday	3,971	3,324	-16.29%
	Saturday	1,853	1,441	-22.24%
	Sunday	780	1,115	42.87%
<b>All Other Links</b>	Weekday	75,697	81,191	7.26%
	Saturday	52,981	57,438	8.41%
	Sunday	30,747	34,594	12.51%
<b>Total Fixed Route</b>	Weekday	79,668	84,515	6.08%
	Saturday	54,834	58,878	7.38%
	Sunday	31,527	35,708	13.26%
<b>ACCESS LYNX</b>	Weekday	2,569	2,887	12.35%
	Saturday	1,113	1,299	16.69%
	Sunday	328	403	22.85%
<b>Pick Up Line</b>	Weekday	422	500	18.36%
	Saturday	236	272	15.03%
<b>Van Pool</b>	Weekday	694	789	13.59%
	Saturday	104	126	21.39%
	Sunday	91	121	32.69%
<b>TOTAL LYNX SERVICES</b>	<b>Weekday</b>	<b>83,354</b>	<b>88,690</b>	<b>6.40%</b>
	<b>Saturday</b>	<b>56,287</b>	<b>60,575</b>	<b>7.62%</b>
	<b>Sunday</b>	<b>31,946</b>	<b>36,232</b>	<b>13.42%</b>

The following new links began service in December 2010:

Link 613 – Pine Hills Pick Up Line

**LYNX Monthly Ridership**

<b>Fiscal Year 2011</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348				772,142
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317				19,195,944
Pick Up Line	11,631	10,852	11,329	11,811	12,045	12,876	12,586	12,076	12,081				107,287
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,312,496</b>	<b>2,174,134</b>	<b>2,095,009</b>	<b>2,172,697</b>	<b>2,150,768</b>	<b>2,294,906</b>	<b>2,331,370</b>	<b>2,294,247</b>	<b>2,249,746</b>				<b>20,075,373</b>
Special Shuttles	13	7,370	8,696	21,048	-	-	51	45	13				37,236
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388	60,074	60,364	57,249	62,766				503,597
Van Pool	16,444	15,598	14,658	17,138	15,906	18,527	17,075	18,340	18,338				152,024
<b>SUBTOTAL - OTHER SERVICES</b>	<b>69,769</b>	<b>75,292</b>	<b>74,471</b>	<b>92,189</b>	<b>68,294</b>	<b>78,601</b>	<b>77,490</b>	<b>75,634</b>	<b>81,117</b>				<b>692,857</b>
<b>TOTAL ALL SERVICES</b>	<b>2,382,265</b>	<b>2,249,426</b>	<b>2,169,480</b>	<b>2,264,886</b>	<b>2,219,062</b>	<b>2,373,507</b>	<b>2,408,860</b>	<b>2,369,881</b>	<b>2,330,863</b>				<b>20,768,230</b>
<b>% Change From Fiscal Year 2010 To Fiscal Year 2011</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%	-24.1%	-28.3%	-23.3%	-14.9%				-13.3%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%	10.1%	11.3%	12.6%	7.7%				10.9%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%	6.4%	5.0%	22.8%	18.0%				18.0%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>8.8%</b>	<b>13.3%</b>	<b>6.9%</b>	<b>10.9%</b>	<b>13.9%</b>	<b>8.3%</b>	<b>9.1%</b>	<b>10.8%</b>	<b>6.7%</b>				<b>9.8%</b>
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%	-100.0%	21.4%	-83.5%	1200.0%				0.8%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%	7.3%	13.0%	11.2%	14.9%				8.0%
Van Pool	5.5%	8.3%	0.3%	9.4%	3.4%	6.9%	5.9%	21.6%	14.2%				8.4%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>0.3%</b>	<b>7.8%</b>	<b>0.4%</b>	<b>7.5%</b>	<b>7.1%</b>	<b>7.2%</b>	<b>11.3%</b>	<b>13.2%</b>	<b>14.7%</b>				<b>7.7%</b>
<b>TOTAL ALL SERVICES</b>	<b>8.5%</b>	<b>13.1%</b>	<b>6.6%</b>	<b>10.7%</b>	<b>13.7%</b>	<b>8.3%</b>	<b>9.2%</b>	<b>10.8%</b>	<b>7.0%</b>				<b>9.7%</b>
<b>Fiscal Year 2010</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,125,173</b>	<b>1,919,709</b>	<b>1,960,255</b>	<b>1,959,951</b>	<b>1,887,592</b>	<b>2,118,698</b>	<b>2,136,801</b>	<b>2,071,189</b>	<b>2,108,367</b>	<b>2,157,390</b>	<b>2,206,269</b>	<b>2,214,894</b>	<b>24,866,288</b>
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
Van Pool	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
<b>SUBTOTAL - OTHER SERVICES</b>	<b>69,589</b>	<b>69,840</b>	<b>74,197</b>	<b>85,779</b>	<b>63,746</b>	<b>73,307</b>	<b>69,602</b>	<b>66,836</b>	<b>70,693</b>	<b>69,040</b>	<b>70,983</b>	<b>69,997</b>	<b>853,609</b>
<b>TOTAL ALL SERVICES</b>	<b>2,194,762</b>	<b>1,989,549</b>	<b>2,034,452</b>	<b>2,045,730</b>	<b>1,951,338</b>	<b>2,192,005</b>	<b>2,206,403</b>	<b>2,138,025</b>	<b>2,179,060</b>	<b>2,226,430</b>	<b>2,277,252</b>	<b>2,284,891</b>	<b>25,719,897</b>

**Monthly Report E: Planning and Development Report**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Rudolph Walter  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Planning and Development Report

**Date:** 7/28/2011

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**FlexBus**

A Request for Proposal (RFP) will be released, pending LYNX Board Authorization, for consultant services to develop a demonstration based on the FlexBus final design documents completed in 2007. The demonstration will focus on developing the real-time reservations capabilities and associated Intelligent Transportation Systems (ITS) systems to allow customers to directly interact with the system to reserve and pay for trips. The demonstration will consist of revenue service operations utilizing the ITS systems as a proof of concept.

**Intelligent Transportation Systems (ITS)**

The *LYNX ITS Strategic* plan is near completion. This plan sets the five, ten, fifteen, and twenty year goals for ITS investments and ensures that foundational investments are made while considering future dependent technology investments.

Staff will be reviewing current operational policies and procedures to determine where updates are required to incorporate the information that will be available when Computer Aided Dispatch (CAD) is fully deployed. This will assist staff in utilizing this new information to improve the management of operations of LYNX fixed route services.

**MORETMCC**

The internet access for customers has been completed and is in testing with a limited deployment of ACCESSLYNX customers. A version of the website is being translated into Spanish and will also be made available when the internet access is fully deployed to all ACCESS LYNX customers. Customers have the option to manage their own trips by directly reserve, verify, and cancel trips without the need to contact a phone representative.

**Shelters**

LYNX continues the installation of shelters under both the Fiscal Year and ARRA funded budgets.

By the end of July, it is anticipated that LYNX will complete the installation of the majority of the ARRA funded shelters for the City of Orlando. Installation of 120 of the ARRA shelters is complete. The additional 30 shelter sites have the concrete pads poured and the shelters will be installed upon receipt from the vendor. In addition, LYNX has issued work orders for the installation of 20 the FY-funded shelters. Sites for 8 FY funded shelter sites are in permitting. An additional 22 are in design. This will represent a total of 200 shelters installed since January 2010 once complete.

The installation of the 50 ARRA funded shelters in Orange County is scheduled to be complete by the end of July. At the time this report is written, the shelter pads are constructed with shelter installations scheduled to occur in the month of June and July. Installation is complete for 25 FY-funded shelters with an additional 11 sites in permitting and 2 sites in design. This will represent a total of 92 shelters installed since January 2010 once complete

In Seminole County, ARRA funded shelters are being installed along US 17-92, Airport Blvd, SR 434 in Longwood. LYNX has to redesign 4 sites in Longwood due to road construction that was not originally communicated to the agency during the permitting process. Installation is complete for 23 shelters, another 9 shelter sites are in permitting and 9 are in process of installation. In Winter Springs 10 FY funded shelters are being installed. Installation is complete for 23 FY funded shelters. This will represent a total of 74 shelters installed since January 2010 once complete.

Installation of 44 ARRA funded shelters is complete in Osceola County. 19 FY-funded shelters have completed installation. Another 9 are in permitting or waiting on finalized legal agreements. This will represent a total of 72 shelters since January 2010 once complete. Design is beginning for improvements to the Poinciana Wal-Mart facility to ensure that there are adequate facilities for transfers between fixed route and pick-up line service.

Engineering and design continue for the ARRA-funded improvements to West Oak and Sanford Transfer Centers. Completion of these two transfer centers is scheduled for the first quarter of FY 2012. LYNX and the City plan to relocate the Rosemont Transfer Center. Engineering for upgrading Colonial Plaza and UCF Transfer Centers is also underway.

## **GIS**

GIS staff is working with LYNX IT and service planning on the database updates for migration to Trapeze OPS. Updates involve formatting and updates of the regional streets and point of interest information. The same datasets will be modified for use with LYNX' trip planner application on the web.

The TBEST modeling tool was upgraded to a new version and GIS staff prepared a training/refresher for all users of the application. Also, staff is working on creation an electronic map books for each fixed route. Those books will be published in PFD format with the driving Paddles information in August 2011.



### **LYMMO Expansion AA**

The East/West LYMMO Corridor AA report was completed in April and submitted to FTA for review. Staff and the consultant, PB Americas, are preparing to complete the North and South alignments which will comprise a final Systems Alternatives Analysis for LYMMO. The East/West AA will be folded into the larger report. Tasks left to complete include additional public involvement for the refined alternatives for the North and South alignments, selection of a Locally Preferred Alternative and then public review and adoption by the LYNX Board, City of Orlando Council and Metroplan Orlando Board. Upon completion the report will be submitted to FTA. At this time, expansion to the North and South alignments are not contemplated in the near term. Design and construction phases can be considered for inclusion in the 2030 Long Range Transportation Plan subject to funding availability. Next steps after the conclusion of the AA would include review by FTA, NEPA, Preliminary Engineering and Construction. All of which would be subject to FTA approval and funding availability.

### **Parramore BRT**

The Parramore BRT is proceeding as planned. LYNX recently signed a grant agreement for the project providing for \$10,000,000 in TIGER II Discretionary funds and \$2,500,000 in local matching funds from the City of Orlando. Draft Categorical Exclusion documentation has been submitted to FTA for review and approval. LYNX staff has also entered the project into TEAM, FTA's online grants management application. Funds should be released in October 2011. LYNX staff met with FTA in Atlanta on July 12, 2011 to review technical requirements of the project including procurement and project management. LYNX and the City of Orlando are hoping to proceed with the project as Design/Build.

### **Downtown Orlando East/West Corridor BRT**

The City of Orlando agreed to proceed with applying for New Starts funds using the \$7,920,000 earmark that is set to expire September 30, 2011. The city has agreed to provide \$2,000,000 as the 20% local match. The East/West LYMMO Corridor AA report was submitted to FTA for review along with draft Categorical Exclusion documentation to meet NEPA requirements, a draft Financial Management Plan, a Making the Case document and New Starts Template application. LYNX staff has also entered the project into TEAM, FTA's online grants management application. Staff is developing a Project Management Plan at the request of FTA to address the project management, procurement and design/build process for both the East/West BRT and Parramore BRT projects. LYNX staff met with FTA in Atlanta on July 12, 2011 to review technical requirements of the project including procurement and project management. LYNX and the City of Orlando are hoping to proceed with the project as Design/Build.

### **LYNX Paw Print – 20-Year Strategic Transit Concept Plan**

Tindale Oliver and Associates has completed the analysis of the 22 corridors included in the Long Range Strategic Master Plan which has become known as the Paw Print – 20- Year Strategic Transit Concept Plan. Tasks being completed include the development of the underlying transit network which will support the premium transit services proposed in the Paw Print, corridor prioritization, policy recommendations and financial analysis for capital and operating needs of the plan.

**Monthly Report F: Communications Report**

**To: LYNX Board of Directors**

**From: Kathy Clary**  
 CHIEF EXTERNL AFFAIRS COMM OFF  
**Matthew Friedman**  
 (Technical Contact)  
**William Fay**  
 (Technical Contact)  
**Maria Colon**  
 (Technical Contact)

**Phone: 407.841.2279 ext: 6161**

**Item Name: Communications Report**

**Date: 7/28/2011**

**Advertising Sales**

<b>ADVERTISING SALES</b>	<b>APRIL2011</b>	<b>MAY2011</b>	<b>JUNE 2011</b>
Advertising Sales Revenue	\$20,738	\$21,920	\$192,319
Net Revenue to LYNX Fiscal Year to Date	\$301,927	\$323,847	\$516,166

**Vanpool Program**

<b>VANPOOLS</b>	<b>APRIL 2011</b>	<b>MAY2011</b>	<b>JUNE 2011</b>
Vanpool Participants	539	546	550
Total Revenue Miles YTD	667,675	782,077	897,207
New Vanpools	2	1	1
Returned Vanpools	0	1	0
Current Vans in Service	66	68	68
Pending Vanpool Interest	Veterans Affairs (3)	Veterans Affairs (2)	Veterans Affairs (3)
	ARMY (1)	ARMY (1)	ARMY (1)
	Coleman Prison (1)	Coleman Prison (1)	NAVY (1)
Phone Inquiries	25	30	19

EMPLOYEE PRESENTATIONS EVENTS					
APRIL 2011		MAY 2011		JUNE 2011	
Location	Participants	Location	Participants	Location	Participants
-----		Hilton Orlando & Waldolf Astoria Bonnet Creek	45	U.S. Bankruptcy Court	23
<b>APRIL 2011 TOTAL</b>	<b>0</b>	<b>MAY 2011 TOTAL</b>	<b>45</b>	<b>JUNE 2011 TOTAL</b>	<b>23</b>

**Marketing Projects**

WEBSITE USAGE	APRIL 2011	MAY 2011
Total Page Hits	820,507	814,523
Total User Visits	120,379	120,133

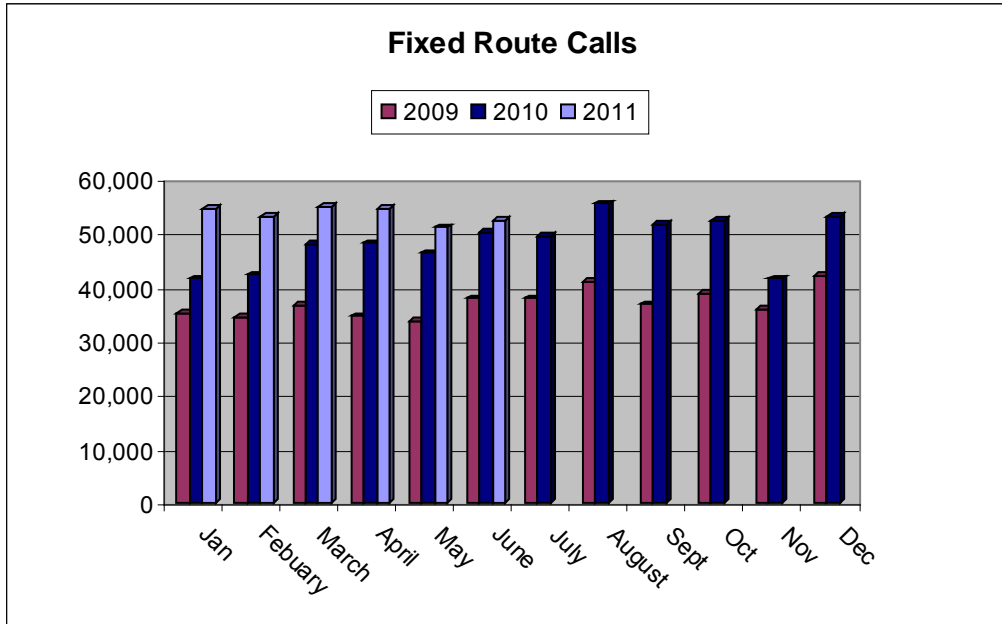
**See Something, Say Something** – Communications is developing a six-month campaign to promote safe transit by convincing employees, riders and the general public to report suspicious behavior. This effort is funded by the Department of Homeland Security. There are two phases to this program; internal audience of LYNX employees, and the external riding and non – riding public.

**Golynx.com Redesign**

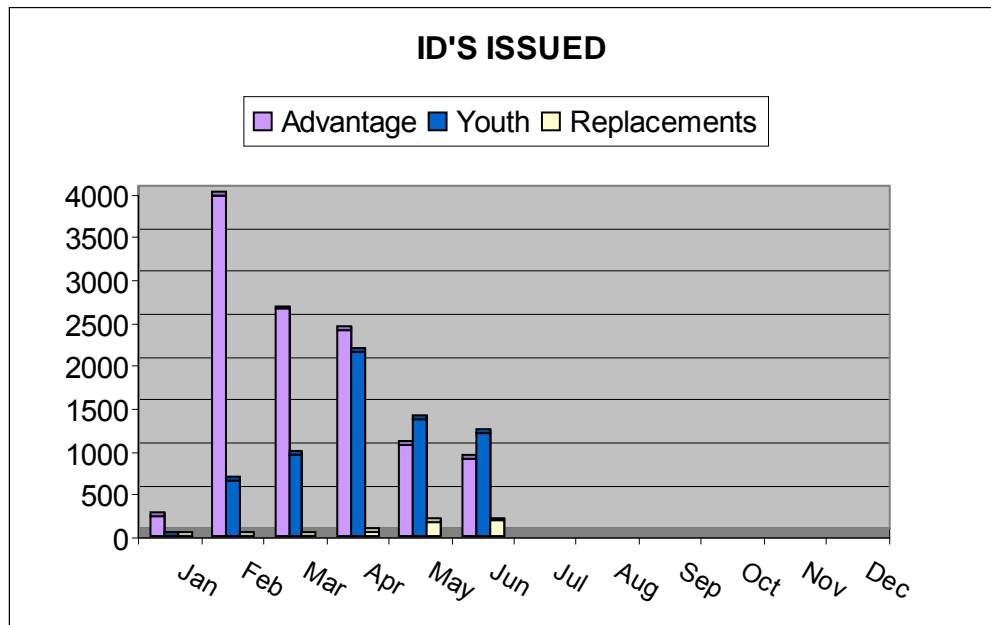
Staff is steadfastly working towards a fall launch of a redesigned golynx.com. The new look and technological feel will provide the community with the necessary tools to make golynx.com the choice to plan their transportation options. Enhancements will include Google Transit as the trip planning program, a mobile version, email and text alert capability, social media feeds, an online job application portal, expanded fare shopping cart and easy to navigate pages to locate key information about everything LYNX. Photo shoots have been scheduled for June 28th & June 30<sup>th</sup> to update the website to better portray the enhancements of the website. All the people featured in the photo and video components are LYNX employees.

**Customer Service**

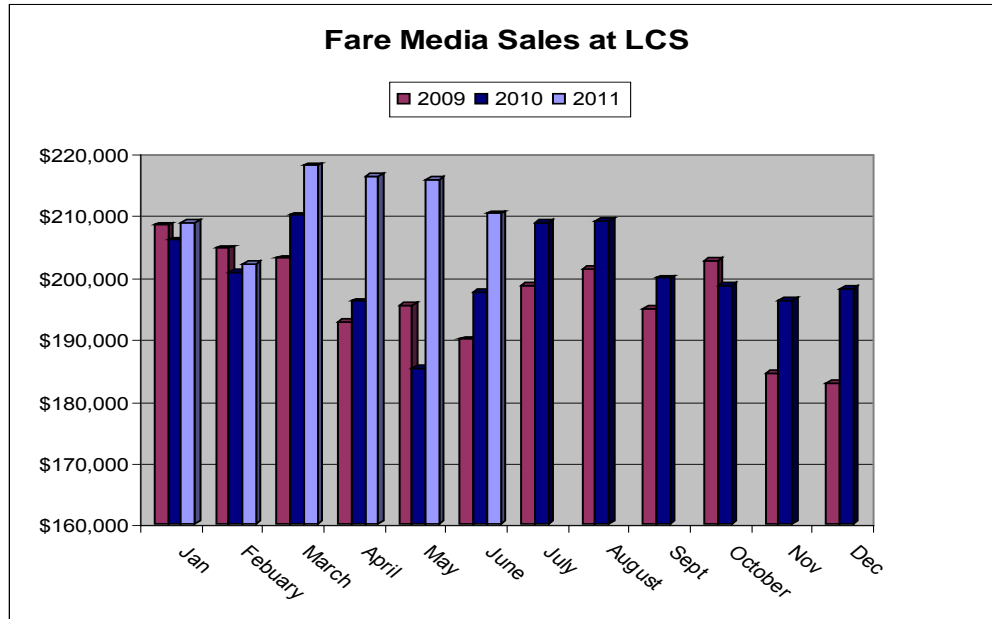
Customer Service coordinates the following communication tools to the public; the call center (providing travel information), fare media sales and information, customer relations, lost & found, LYNX ID programs and “How To Ride” presentations.



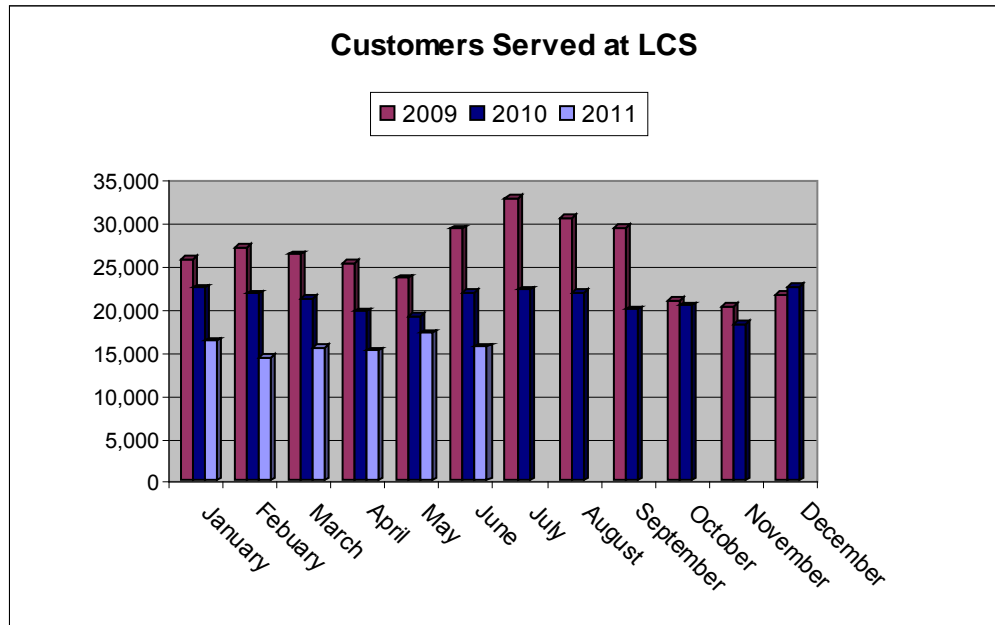
	2011	2010	2009
May	51,040	46,268	33,755
June	52,298	50,092	37,871



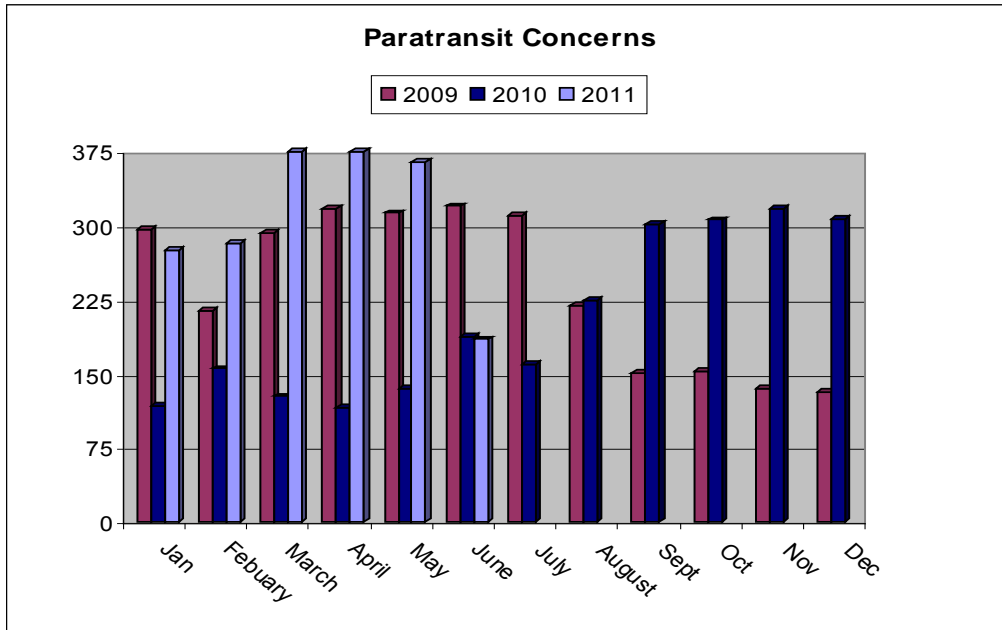
	Advantage	Youth	Replacements
May	1061	1351	151
June	896	1186	166



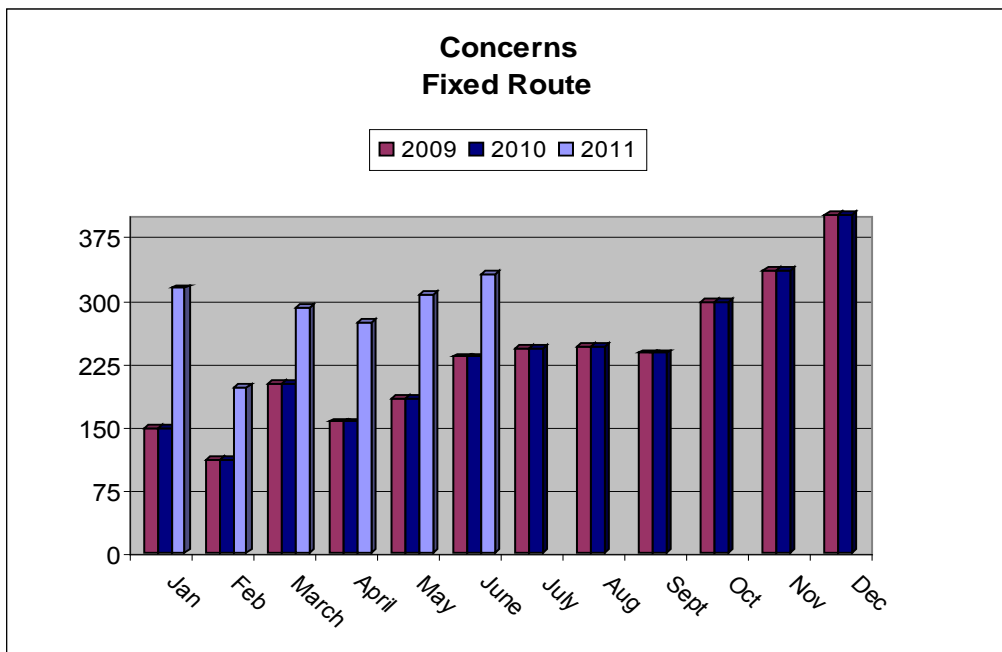
	2011	2010	2009
May	\$215,643	\$185,187	\$195,243
June	\$210,152	\$197,469	\$189,838



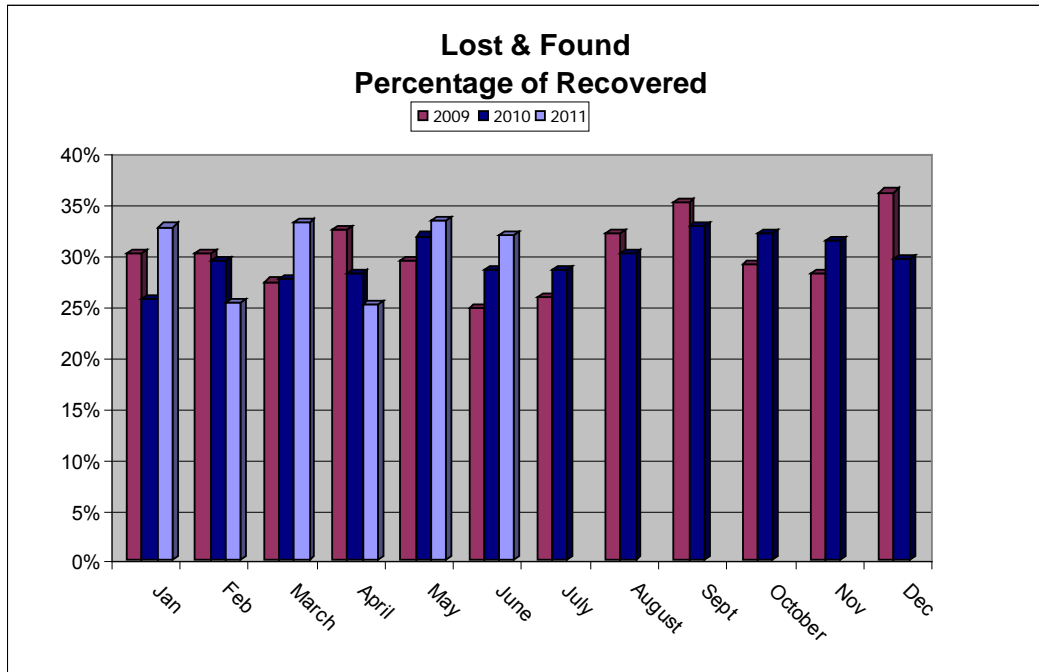
	2011	2010	2009
May	17,139	19,128	23,595
June	15,512	21,841	29,310



	2011	2010	2009
May	365	135	313
June	185	187	320



	2011	2010	2009
May	305	183	125
June	330	232	112



	2011	2010	2009
May	33.28%	31.71%	29.27%
June	31.78%	28.35%	24.68%

May Presentations	
How To Ride	Catholic Charities
ID's	Howard Middle School
Event	Dr. Phillips High School
How To Ride	Reserve at Indian Hill Senior Housing
June Presentations	
ID's	Maverick High School
Event	Nathaniel's Hope

**Media Relations**

**May –June 2011**

**Press Releases**

- May 11 ...2030 Master Plan public meeting.
- May 11 ...Link 18 and 58 efficiencies.
- May 25 ...Operator winning APTA Rodeo.
- June 1 ...June workshops and public comment.
- June 2 ...LYNX hurricane procedure.
- June 2 ...PickUpLine ridership increasing.

## LYNX Board Agenda

### Stories

- May 3 ...WFTV-TV/Channel 9 interview w/ John Lewis on Road Rangers and I-4 gas assistance.
- May 3 ...WESH-TV/Channel 2 story on ridership increase.
- May 4 ...WKMG-TV/Channel 6 ride-a-long with a Road Ranger.
- May 11 ...WFTV-TV/Channel 9 story on ridership increase.
- May 12 ...WMFE-AM story on Brookings Institute study.
- May 13 ...Orlando Sentinel story on Brookings Institute study.
- May 22 ...Orlando Sentinel letter to the editor on dedicated funding for SunRail and LYNX.
- May 24 ...Orlando Sentinel story on record-pace ridership numbers.
- May 27 ...Orland Business Journal story on Red Coach luxury transportation.
- June 2 ...Central Florida News 13 interview with John Lewis about hurricane procedure.
- June 2 ...WFTV-TV/Channel 9 interviewed John Lewis on ridership increases.
- June 7 ...Orlando Sentinel article and photo on Pablo Perez winning Roadeo.
- June 9 ...West Orange Times article on PickUpLine ridership.

### Inquiries

- May 10 ...John Lewis interview with Orlando Sentinel regarding Brookings Institute study.
- May 18 ...Orlando Sentinel information request regarding overnight bus accident. Not our fault.
- May 20 ...Orlando Business Journal interview with John Lewis regarding Red Coach luxury transportation.
- May 23 ...Orlando Sentinel interview on record-pace ridership numbers.
- May 27 ...Orlando Sentinel interview Pablo Perez for winning Roadeo.
- June 2 ...Orlando Sentinel photo shoot with Pablo Perez for winning Roadeo.
- June 13 ...Orlando Sentinel requested community interview for a story on Jack Couture.
- June 15 ...WOFL-TV/FOX 35 requested an interview about Bithlo service in their "Ask us a question?" feature.
- June 17 ...Orlando Business Journal requested quote and photo from John Lewis on his favorite smartphone application.
- June 23 ...WFTV-TV/Channel 9 public records request regarding number of hires since Dec. 1, 2010.



**Monthly Report G: Government Relations Report**

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVT AFFAIRS OFFICER  
James McLawhorn  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Government Relations Report

**Date:** 7/28/2011

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**Surface Transportation Reauthorization**

Chairman Mica held his "rollout" this morning with House Transportation and Infrastructure Committee Republicans. It started at 11:00 AM and just finished about 1:05 PM. The Committee will be posting the materials and the bill overview on its website this afternoon. We'll provide those to you and a summary of his proposal as soon as its available. Below I've included some notes that I took during the rollout.

According to Mica's statement, the surface transportation reauthorization bill is a six-year authorization bill that would spend \$35 billion per year over six years, which is approximately a 30 percent cut from current levels. Because of the House-passed budget resolution, Mica was forced to write a bill that cannot exceed the revenues in the Highway Trust Fund (HTF).

Much of Mica's and other Members' comments focused on the bill's plan to streamline environmental reviews and other project approval procedures to expedite the process. They will focus on trying to do project approval steps concurrently so that projects are finished sooner, money gets out the door quicker and people get to work faster. By streamlining the process, they believe they will be able to keep project costs down and that it will "halve" the time to deliver a project without sacrificing the review process.

Mica was adamant that Congress needs to do a six-year bill – not a 2-year bill as proposed by the Senate EPW Chairwoman Boxer, which we discussed in our monthly report sent yesterday. By doing a six year bill they will be able to maintain the Highway Trust Fund (HTF). According to Mica, a two-year bill at current level swill "bankrupt" the HTF at the end of the two years. Furthermore, he says State DOTs have been pushing for a longer term bill that provides more stability for planning purposes.

Mica estimates the value of the bill at approximately "\$75B" per year if implemented as drafted because of the approval process reforms, TIFIA provisions, leveraging public-private partnerships, and reforming current surface transportation programs plus the \$35B annually from the HTF.

Mica is not yet certain of the legislative timing of the bill and did not say when the text of the bill would be released. It sounds like they are still working on finalizing the provisions and may even try to incorporate comments on a couple of provisions they heard at the rollout today. He also needs to work with the Ways and Means Committee and the House Republican leadership on when the bill will move forward.

Other highlights that were mentioned during the rollout:

- Bill would raise the TIFIA budget authority to \$1B per year;
- Bill encourages the creation of State Infrastructure Banks (SIBs) rather than a National Infrastructure Innovation and Finance Fund as proposed by the Obama Administration;
- Bill consolidates current transportation programs and eliminates about 70 programs (the list will be available when they post the bill summary this afternoon);
- Safety is priority and the bill provides "sufficient funding" for safety;
- Gives states more flexibility and delegates more authority to them in the project review process;
- Bill contains a maritime transportation/ports provision for the first time;
- Bill has no specific amount for high speed rail, but the Committee plans to address the high speed rail and intercity rail programs in a separate piece of legislation to be taken up by the Committee "soon";
- Current law mandates that 10 percent of the HTF be set aside for transportation enhancement projects, such as bike paths, etc. – the bill eliminates that set aside;
- Bill tries to keep the State's minimum rate of return out of the HTF at 92%;
- Bill clarifies that States can use their formula dollars for ITS deployment projects and encourages States to pursue ITS projects.

In response to a question, Mica said that we need to speed up the process for New Starts and meet the responsibility of those projects that have already been committed to under the New Starts process. Also, encourages private sector programs to participate in public transportation programs, including getting extra credit in the approval process by showing that you can leverage a public-private partnership in the project.

APTA asked a question about funding guarantees for transportation. You may recall that this issue came up earlier this year. Under the previous House rules, members could not offer legislation that reduced spending levels for highway, highway safety, and public transportation below the funding amount specified in the authorization law. In January, the new House Republican Majority changed the rule and eliminated the provision in House rules which required appropriations funding for highways and transit to be identical to levels set in the authorizing law. APTA strongly opposed this rule change in January. The guarantee was put in place in 1998 to stop abuses of the trust fund and money from being diverted from the trust

fund for non-transportation projects. APTA asked if the bill does anything on this issue, and basically the answer was that it does not.

Also, Congressman Mica would not object to using private funding for the Orlando to Tampa HSR route. Mica said that he would encourage any private investment in that project or any other intercity rail and mass transit project.

June 27, 2011 the House is on recess this week until July 6. The Senate is in session this week, but on recess all next week for the July 4<sup>th</sup> holiday which makes it difficult to have significant progress on our critical annual appropriations bill.

### **Surface Transportation Reauthorization**

A bi-partisan group of 29 House Members have communicated to Chairman Mica in a letter supporting the inclusion of a strong program of investment in projects of national and regional significance to enhance goods movement. The letter was coordinated by the Coalition for America's Gateways and Trade Corridors.

The Senate Environment & Public Works Committee is currently waiting for a signal from the Senate Finance Committee on the revenue title before they introduce the highway title of the bill. Meanwhile, the Senate Finance Committee is waiting to see the outcome of the Biden budget/debt ceiling talks which are currently stalled over the issue of tax increases. These negotiations have been elevated to the level of discussions between President Obama and Speaker John Boehner. It appears more and more likely that the Senate will opt to do only a two-year bill which is easier to fund; however, there is not enough revenue in the Highway Trust Fund to fund even a two-year bill at current levels - about \$12B in additional revenues are needed to avoid program cuts over this time frame.

Twenty-four Democratic Senators, led by Senator Robert Menendez (D-NJ), sent the following letter last week to the leaders of the Senate Finance Committee strongly urging the committee to "strengthen the Mass Transit Account's fair share of funding in the next surface transportation authorization to guarantee that our economic recovery continues and that we can be more self-reliant in meeting our transportation needs."

Dear Chairman Mica and Ranking Member Rahall:

We write to express our support for a robust Projects of National and Regional Significance (PNRS) program, with a strong focus on economic measures, in the upcoming reauthorization of the Surface Transportation Act.

According to the Bureau of Transportation Statistics, “productivity growth in freight transportation has long been a driving force for the growth of U.S. overall productivity and contributed directly to the growth of the U.S. GDP.” The Federal Highway Administration (FHWA) calls freight transportation a “big part of the economy.” The value generated by transportation services in moving goods and people through the transit network is about 5% of Gross Domestic Product. Yet, we have failed to adequately steer the resources needed for safe and efficient movement of freight.

Often, the critical freight infrastructure projects are large in scale, multimodal and multi-jurisdictional. As a result, these projects have difficulty receiving funding through the existing formula programs. PNRS, however, was designed to address large capital investment needs, and freight projects would compete very well in the program.

Fully funding a competitive and merit-based PNRS program in the upcoming bill – and strengthening the criteria to focus more specifically on large-scale projects that have a broad and substantial economic impact – will help ensure the nation’s goods movement infrastructure is strengthened. Ensuring a dedicated stream of funding for large-scale infrastructure projects is critical to U.S. productivity and global competitiveness.

Thank you for your consideration of this important matter.

Despite the holdups, EPW Chairwoman Barbara Boxer (D-CA) intends to introduce a highway bill during the week of July 11, and to hold hearings on it the week of July 18. Her goal is to mark the bill up in committee the week of July 25, with floor action in September.

Unfortunately, this delay in action likely means the existing SAFETEA-LU bill will have to be extended once again. It currently expires on September 30. It is likely that any extension would include program cuts.

## **FTA Discretionary Grant and Allocation Notices**

FTA has released several Notices of Funding Availability (NOFAs) for FY’11 discretionary grants programs and the allocation of FY11 News Starts/Small Starts grants. The FY11 DOT Appropriations bill did not include any earmarks for highway or transit discretionary grant programs. Instead FHWA and FTA are soliciting grant applications and will select grantees competitively.

In the June 24 Federal Register, FTA published a NOFA for up to \$750M in discretionary Bus and Bus Facilities grants in support of its State of Good Repair. Applications are due by July 29. Also in the June 24 Register, FTA published a NOFA for two separate programs in support of its environmental sustainability goals: the TIGGER III program and the Clean Fuels program. There is \$49.9M available in FY2011 funds for the TIGGER program for projects that reduce greenhouse gas and energy use and at least \$51.5M available in FY11 funds for the Clean Fuels program. Applications for **both programs** are due by August 23. In the June 27 Federal Register, FTA published a NOFA for up to \$175M in federal **Livability Initiative grants** to help urban, suburban and rural communities develop better transit options. The funding comes from the FY2011 Bus and Bus Facility (\$150M) and Alternative Analysis (AA) programs. The money can be used for projects that meet the existing criteria for those two programs. Applications are due by July 29.

### **Mica/Shuster Amtrak/HSR Bill**

On June 15, House T&I Committee Chairman John Mica and Railroad Subcommittee Chairman Bill Shuster (R-PA) rolled out the draft of an Amtrak/HSR bill, the “Competition for Intercity Passenger Rail in America Act”. The bill incorporates competitive bidding and private sector involvement to bring high-speed rail to the Northeast Corridor and to improve service on other Amtrak routes.

Unlike most bills introduced by the House T&I committee, this bill does not have bipartisan support. No Democratic members or staff attended the roll out and the Ranking T&I Democrat issued a statement in strong opposition.

Also, worthy of note, there is no funding for Amtrak or the existing federal high speed rail program in the SAFETEA-LU reauthorization bill.

The bill has three components – Northeast Corridor (NEC), state supported intercity/commuter rail lines, and long distance lines. All will be open to competitive bids from the private sector. A number of members of Congress, industry groups, unions, and U.S. Senator Frank Lautenberg (D-NJ), author of the law that reauthorized Amtrak in 2008, blasted House Republican plans to privatize the Northeast Corridor and dismantle Amtrak. Lautenberg's statement followed the announcement of legislation by Rep. John Mica (R-FL), “The House proposal would take our nation’s rail system off the tracks.” “Amtrak makes our region work—and we must invest in this critical asset. A stronger national rail service will be good for our national security and the environment because it will help our country kick its dangerous oil addiction. But let me be clear: privatizing the Northeast Corridor is not a smart or viable way to meet these challenges.”

Due to the lack of bipartisan support, House T&I Committee Chairman John Mica was pressured into holding a hearing rather than a mark-up on his Amtrak/NEC/HSR bill last week after Democrats on the committee vigorously opposed the bill. Opponents of the bill said it is unconstitutional because it violates the 5th Amendment “takings” provision and the “appointments’ clause, breaks up AMTRAK before knowing whether anyone will step up to replace it, and potentially kills long-distance lines if NEC profits not available to cross-subsidize non-performing routes.

In other high-speed rail news, on June 15, an amendment was adopted to the FY2012 Energy & Water Appropriations bill rescinding high-speed rail ARRA money not obligated by the end of the fiscal year. The \$1.028B in funding would be reallocated to provide emergency funding to the Army Corps of Engineers to repair damage caused by recent storms and floods in the Midwest.

## **FY12 Appropriations**

The House has made some progress on FY2012 federal agency funding bills, moving several bills through committee and to the floor. However, the House DOT/HUD Appropriations Subcommittee does not plan to introduce or act on the DOT/HUD bill until July 14. And the full committee is not scheduled to act until July 26, leaving very little time before the month-long August recess to bring the bill to the floor. There is still no schedule for any of the Senate appropriations subcommittees to act. Senate leadership is waiting to see what the “Gang of 5” and Vice President Biden’s deficit reduction group comes up with related to the debt ceiling increase before they proceed with the FY2012 funding bills.

House transportation appropriations staff have indicated that in order to develop an annual funding bill that does not bankrupt the Highway Trust Fund, the FY2012 level for the highway program may only be about \$27B (versus the current \$41B) and there may not be sufficient General Funds available for FTA’s New Starts program to fund even the existing FFGA projects at their scheduled levels. It is possible the total funding level for the transit program could be as low as \$6.8B (versus the current \$10B).

In a very disturbing development, the House Energy & Water Appropriations Subcommittee included a provision in its FY2012 funding bill that, if passed, would rescind unobligated ARRA high-speed rail funds to pay for Corps of Engineers’ programs. It is a highly unusual move to take funding from one subcommittee’s jurisdiction to pay for another’s programs. It is unlikely that the Senate will support such a provision when it takes up its version of the Energy & Water bill.

House T&I Committee Chairman John Mica (R-FL) said he plans to roll out his surface transportation bill next month. He plans to introduce a draft the week of July 4, take comments on the draft and then mark it up on July 12. He was not clear whether they will do a subcommittee mark-up first or go directly to full committee. This will not give Mica much time before the August recess begins to get the bill to the floor. House Whip Eric Cantor (R-VA) recently released a tentative floor schedule for the remainder of the summer session that did not include consideration of the surface transportation bill.

This could potentially be a problem for Chairman Mica who likely will not want to have his bill hang out there for a month or so, allowing industry groups to pick it over and mount campaigns to oppose provisions they don’t like.

In both houses, floor time during July is expected to be dominated by debate on the FY2012 appropriations bills and the debt ceiling increase.

**Transportation Investment Generating Economic Recovery (TIGER) Grants:**

On July 1, the Department of Transportation released an interim Notice of Funding Availability for FY11 TIGER Discretionary Grants, known as TIGER III. There is \$527M available for this round of grants. As with the previous round, there is a minimum of \$10M for urban projects and a minimum 20 percent match requirement. Mandatory pre-applications are due between August 22 and October 3. The deadline for final application is October 31. Award announcements are expected to be made early next year. DOT officials have confirmed for us that projects that were previously funded in TIGER I and TIGER II are eligible for this round of grants. However, DOT does not expect to provide any additional funding for a project that has not expended all of the previous TIGER funding that it received. If the LYNX decides to pursue another TIGER grant, we will work with you to obtain Congressional support for the project.

**Federal Transit Administration Grant Announcements:**

State of Good Repair Bus and Bus Facilities Discretionary Grants: On June 24, the FTA has announced the availability of discretionary Section 5309 Bus and Bus Facilities grant funds in support of its "State of Good Repair" initiative. The State of Good Repair (SGR) Bus initiative will be funded with up to \$750M in unallocated discretionary Bus and Bus Facilities Program funds. The SGR Bus initiative will make funds available to public transit providers to finance capital projects to replace, rehabilitate, and purchase buses and related equipment and to construct/rehabilitate bus-related facilities, including programs of bus and bus-related projects. The application deadline is July 29, 2011.

Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER) Grants: On June 24, FTA has announced the availability of TIGGER Grants (TIGGER III). There are two eligible purposes for TIGGER grants: (1) For capital investments that will assist in reducing the energy consumption of a transit system; or (2) for capital investments that will reduce greenhouse gas emissions of a public transportation system. The deadline is August 23, 2011.

Livability Grants: On June 27, FTA announced the availability of \$175M in livability grants to help urban, suburban and rural communities develop transit options to better connect people to where they live, work and play. Transit agencies will be able to compete for livability dollars from the pool of up to \$175M. Of this amount, \$150M is available for bus livability projects through the Section 5309 Bus and Bus Facilities Program and \$25M through the Alternative Analysis program. The deadline for applications is July 29, 2011.

Clean Fuels Grants: On June 24, FTA announced the availability of Clean Fuels Grants. The program was developed to assist nonattainment and maintenance areas in achieving or maintaining the National Ambient Air Quality Standards for ozone and carbon monoxide. The second program purpose is to support emerging clean fuel and advanced propulsion technologies for transit buses and markets for those technologies. \$51.5M is available through the discretionary Clean Fuels Grant program. The application deadline is August 23, 2011.

**Monthly Report H: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** **John Lewis**  
CHIEF EXECUTIVE OFFICER  
**Deborah Morrow**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - July 2011

**Date:** 7/28/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Richard Bannon Procurement	Atlanta, GA	To meet with FTA Region IV staff on design/build and PMP issues for Tiger 2 and possible New Start projects	07/12/11	453	453
Laura Minns Planning	Atlanta, GA	Meeting with FTA to discuss project management for two BRT projects Parramore BRT and Downtown Orlando East/West Circulator	07/12/11	509	0
Tony Walter Planning	Atlanta, GA	Meeting with FTA to discuss project management for two BRT projects - Parramore BRT and Downtown Orlando East/West Circulator	07/12/11	526	0
John Lewis Executive	Philadelphia, PA	Attend Conference of Minority Transportation Officials as a member of the Board of Directors	07/16/11 - 07/20/11	1,869	1,869
Starlin Rolle Finance	Jacksonville, FL	To attend National Transit Database (NTD) Data Collection and Reporting Seminar	07/17/11 - 07/19/11	316	0



# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Laura Minns Planning	Jacksonville, FL	To attend National Transit Database (NTD) Data Collection and Reporting Seminar	07/17/11 - 07/19/11	336	0
Riccian Vidal Marketing	Jacksonville, FL	To attend National Transit Database (NTD) Data Collection and Reporting Seminar	07/16/11 - 07/19/11	313	0
Gerardo Ocasio Planning	Jacksonville, FL	NTD Training	07/17/11-07/19/11	316	0
Edward Johnson Executive	Philadelphia, PA	To attend 40 <sup>th</sup> National COMTO meeting and training conference	07/16/11 - 07/20/11	1,282	1,282
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>5,920</b>	<b>3,604</b>

**Monthly Report I: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** John Lewis  
CHIEF EXECUTIVE OFFICER  
Deborah Morrow  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - June 2011

**Date:** 7/28/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
James Mc Lawhorn Executive	Tallahassee, FL	To attend legislative session and lobby for transportation funding	05/02/11 - 05/02/11	348	348
John Lewis Executive	Tampa, FL	Attend the Florida Transportation Commission Meeting to make a presentation	05/18/11 - 05/19/11	208	208
Bert Francis Finance	Tampa, FL	Attend the Florida Transportation Commission Meeting to make a presentation	05/19/11 - 05/20/11	92	92
Starlin Rolle Finance	Lakeland, FL	To attend the 2010/2011 Continuing Professional Education Series	06/02/11 - 06/03/11	300	300
Blanche Sherman Finance	South Daytona, FL	To attend the NTI-Implementing Contactless Fare Collection Systems	06/07/11 - 06/08/11	24	24
Starlin Rolle Finance	Boca Raton, FL	To attend FGFOA Annual Conference and Pre-Conference Seminar to keep abreast of changes in accounting and financial reporting for government entities	06/25/11 - 06/29/11	950	950
Jeff Reine Planning	Charlotte, NC	To attend NTI Risk Training	06/26/11 - 06/28/11	706	0

# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Bert Francis Finance	Boca Raton, FL	To attend FGOA 2011 Annual Conference to keep abreast of changes in accounting and financial reporting for government entities	06/26/11 - 06/29/11	845	845
Blanche Sherman Finance	Boca Raton, FL	To attend FGOA 2011 Annual Conference to keep abreast of changes in accounting and financial reporting for government entities	06/26/11 - 06/29/11	845	845
Lorna Hall Safety & Security	Denver, CO	To attend Transit & Safety and Security Roundtable sponsored by DHS/TSA and DOT/FTA	06/27/11 - 06/30/11	0	0
Bill Zielonka Safety & Security	Denver, CO	To attend Transit & Safety and Security Roundtable sponsored by DHS/TSA and DOT/FTA	06/27/11 - 06/30/11	0	0
Mira Bourova Planning	Deland, FL	To attend Volusia County GIS User's Group	06/29/11 - 06/29/11	0	0
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>4,318</b>	<b>3,612</b>