




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

## 1. Call to Order

## 2. Approval of Minutes

-  Minutes from the March 26, 2015 Board of Directors' Meeting Pg 3

## 3. Recognition

- LYNX Maintenance Team: Chrisopher Balroop, Harryram Mootoo, Radu Solomon for winning 1st Place at the 2015 Annual Triple Crown Bus Rodeo. Operator, Moises Reina for winning 4th Place. The combined Team won the Grand Champion Award.
- Service Awards 20 Years: Michael Delay, Bus Operator. Service Awards 25 Years: Rafael Rosado, Bus Operator.



## 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. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Investment Monitoring Services for the Deferred Compensation Plan, Money Purchase Plan, CEO Retirement Plan, and LYNX Defined Contribution Plan for Bargaining Unit Employees. Pg 12
- ii.  Authorization to Release a Request for Proposal (RFP) and Negotiate a Contract for Non-Traditional Super Stop Design Pg 14

### B. Award Contracts





- i.  Authorization to Award a Contract #15-B06 to Lynch Oil and Seaboard Distribution for Bulk Delivery of Antifreeze and Diesel Exhaust Fluids Pg 16

### C. Miscellaneous


- i.  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 Five NeighborLink Vehicles Pg 17
- ii.  Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2015 Apportionments and to Sub-allocate FY 2015 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and Florida Department of Transportation Pg 19
- iii.  Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Pg 23
- iv.  Authorization to Modify and Increase Master Contract #13-C20 with Trapeze Group to include Route Monitor/Route Ladder and County Line Code, Licensing, Software Maintenance, and System Support Pg 25
- v. Authorization to Execute Sub-Recipient Agreement between LYNX and The Opportunity



## 7. Action Agenda

- A.  Authorization to Submit Grant Application for the Fiscal Year 2015 United States Department of Transportation (USDOT) TIGER VII Program Pg 29
- B.  Amendment of Administrative Rule 6 (Dispute Resolution) Pg 32  
  - Attachments  

## 8. Information Items

- A.  Notice of Settlements Provided to Board Pursuant to Administrative Rule 6 Pg 78

## 9. Other Business

## 10. Monthly Reports

- A.  Monthly Financial Reports - March 31, 2015 Pg 80  
  - Attachments 
- B.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 87
- C.  Ridership Report February 2015 (Final) Pg 88
- D.  Planning and Development Report Pg 101
- E.  Marketing & Communications Report. Pg 104
- F.  Business Development Report Pg120
- G.  Government Relations Report Pg 122
- H.  Monthly Employee Travel - May 2015 Pg 124
- I.  Monthly Employee Travel - April 2015 Pg 126

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 Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, 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:** March 26, 2015

**TIME:** 1:00 p.m.

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**Members in Attendance:**

Orange County, Mayor Teresa Jacobs, Chair  
Osceola County Commissioner, Viviana Janer, Vice Chair  
FDOT District 5 Secretary, Noranne Downs, Secretary  
City of Orlando, Mayor Buddy Dyer  
Seminole County Commissioner, Lee Constantine

**Members Absent:**

Seminole County Commissioner, Carlton Henley

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

The Chairman, Mayor Teresa Jacobs, called the meeting to order at 1:00 p.m. Chair Jacobs asked Commissioner Viviana Janer to lead the Pledge of Allegiance.

**2. Approval of Minutes**

**Motion** was made and seconded to approve the Minutes of the January 28, 2015 Board of Directors meeting. The Motion passed unanimously.

**3. Recognition**

The Chair recognized Donna Tefertiller, Director of Human Resources, to present LYNX' employee recognitions.

**20 Years of Service:**

Frederick Bennett, Bus Operator  
Phillips Hannans, Bus Operator

**25 Years of Service:**

David Shields, Maintenance Supervisor

#### **4. Public Comments**

Carlos Corredor addressed the Board concerning Kissimmee transportation. The West Kissimmee is not being connected to the LINK 208 or 441. The earliest bus coming in from Clermont and Disney are arriving at 7:00 AM. He requested that one of the routes could begin earlier and arrive at the Kissimmee Station around 6:00 AM.

LaCrishe Thomas addressed the Board regarding the trash at the PineHills bus stops.

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

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis announced that the first quarter financials are tracking ahead of budget projections. The fixed route, van pool, and NeighborLink expenses are \$2.3 million below revenue after the first quarter.

LYNX continues to realize favorable returns on the fuel hedging program. In January, LYNX locked in 94% of the fuel purchases. Even though the market price was lower than LYNX capped price, savings are still being realized when compared to the budgeted rate for FY2016. The budgeted rate was \$3.17 per gallon and the lock in rate is \$2.89. As a result, fuel purchases are 15% below budget for the year.

The first quarter ridership shows a levelling when compared to the last four years of continuous growth. The fixed route ridership saw an increase of .5%. As a result of Medicaid reform, AccessLYNX ridership has decreased by 31% as Medicaid riders have been transitioned to Managed Care providers. Perhaps for the first time in the history of the program, AccessLYNX is operating at budgeted levels and the Board is not being requested to amend the budget to close the paratransit funding gap.

LYMMO ridership for both the Orange and Grapefruit Lines continues to grow at a very strong rate. Board members may have received communication from an individual that questioned the investment in LYMMO and asserting that the vehicles are always empty. Mr. Lewis assured the Board that the Orange Line has seen significant growth and is 16% over last year with over 3,000 riders per day – approximately 35 riders per hour in the evening. The Grapefruit Line which began service in May 2014, is moving over 1,500 riders per day and averaging 29 hours per hour in the evening. As development continues to take place in downtown Orlando, the LYMMO ridership continues to grow and today, staff will be requesting Board authorization to extend the Orange Line further north to serve the North Orange Avenue area.

A unique partnership with the Orlando City Lions and the City of Orlando during the opening day soccer festivities, LYNX was honored to provide transportation for the team from their headquarters to the Citrus Bowl via the LYMMO and the Grapefruit Line. The partnership not only allowed LYNX to show the commitment the Lions have to sustainability and enhance the quality of life in our region but also that LYMMO is undoubtedly the best way to get around downtown. The inaugural game was attended by 65,000 people and over 20,000 made use of transit being transported to the Stadium from SunRail, parking garages, and residences around downtown.

The Board made a policy decision two years ago for accepting unsolicited proposals. LYNX has received an unsolicited proposal regarding its fare collection. The proposal from Accenture would allow for mobile payment to riders. Currently, approximately 50,000 riders per day utilize LYNX' fare cards and other smart media to pay fares and approximately 45,000 riders per day pay by cash. LYNX has received the required payment that will be used to defray the costs of evaluation of the proposal. Staff will begin evaluation of the coming weeks. Afterwards, a determination will be made whether it fits the need of the organization from a business stand point and if it is a proposal LYNX would like to move forward. At that point, staff will make a recommendation to the Board and accordingly to LYNX policy, will advertise for competitive proposals. All proposals received will be evaluated and staff will then come back to the Board with a recommendation.

The Chair recognized Commissioner Janer.

Commissioner Janer provided that she had an opportunity view a video where the technology is being tested in the Washington, DC Metro.

Mr. Lewis noted that he would send the link to the video to the members. He stated that for riders to be able to use cell phones and PDA's to pay fare onboard the vehicles will be an enhancement to LYNX operations and to its customers.

Mr. Lewis provided that he had attended the Expressway Authority Board meeting last week. At the meeting, the Executive Director of the Tampa Bay Expressway Authority, Joe Wagner, outlined an innovative concept for funding and delivering enhanced mobility options. In the concept, Expressway Authorities and Transit Authorities would partner on an equity basis to deliver additional lane capacity to expressways. The new lanes would be used as Bus Rapid Transit lanes while at the same time selling access to the lanes for single occupant vehicles as toll lanes. The tolls paid by cars would be used to pay off debt and maintenance of the roadway and at the same time, provide a unique revenue stream for transit to pay operational costs. This concept is not being utilized anywhere else in the United States and would require cooperation of the federal resource agencies. This type of innovative techniques will help deliver the necessary infrastructure investment into the future. LYNX will continue to monitor the Tampa Bay efforts and offer any assistance that may be needed to work with Federal Transit Administration on the matter. Staff will also work with Central Florida Expressway Authority to determine if this kind of innovative delivery method might benefit Central Florida.

## **6. Consent Agenda**

### **A. Request for Proposal (RFP)**

- i.** Authorization to Release a Request for Proposal (RFP) for ADA Functional Assessment and Travel Training (FATT)
- ii.** Authorization to Release a Request for Proposal (RFP) for the Manufacture of LYNX Style Bus Shelters
- iii.** Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Consultant Services
- iv.** Authorization to Release a Request for Proposal (RFP) for Contracted Security Guard Services

- v. Authorization to Release a Request for Proposal (RFP) for the Operation of NeighborLink Services
- vi. Authorization to Release a Request for Proposal (RFP) for Auditing Services

**B. Invitation for Bid (IFB)**

- i. Authorization to Issue an Invitation for Bid (IFB) for LYMMO Orange Line Repair/Replacement of Electrical and Communication Equipment
- ii. Authorization to Issue an Invitation for Bid (IFB) for Lawn Maintenance and Trash Removal Services at LYNX Bus Stops and Shelters
- iii. Authorization to Issue an Invitation for Bid (IFB) for Pressure Cleaning Services of LYNX Bus Shelters

**C. Award Contracts**

- i. Authorization to Award a Contract to Arthur J. Gallagher Risk Management Services, Inc. for Insurance Brokerage Services For Soliciting and Securing Property, Liability, Workers' Compensation, Crime, Cyber, Excess, Commercial Auto, Umbrella and Any Other Required Liability Insurances

**D. Miscellaneous**

- i. Authorization for Chief Executive Officer to Sign on Behalf of LYNX the Amendment to the Inter-Local Agreement for Creation of the Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO
- ii. Authorization to Negotiate and Bind Coverage and Premium for One Year Renewal of the Property Insurance Program, with Assistance of LYNX Broker and Input of LYNX Risk Management Committee
- iii. Adoption of Resolution #15-003 Appointing a LYNX Board of Directors' Representative on the MetroPlan Board of Directors
- iv. Authorization for a Proposed Budget Revision to the LYNX American Recovery and Reinvestment Act to Re-align funding for Preparation of Grant Closeout
- v. Authorization to Write-off Assets as of June 30, 2014 Physical Inventory Count and Reconciliation
- vi. Confirmation of Appointment of Tiffany Homler as Director of Government Affairs
- vii. Authorization to Adopt Resolution #15-002 to Appoint Tangee Mobley, Director of Transportation and Maintenance as Management Trustee to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan
- viii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process
- ix. Authorization to Modify Contract #12-C02 with MV Transportation, Inc., for Adjustment to Productivity Goals and Increased Capital Costs
- x. Adoption of Resolution #15-005, Authorizing Scope of Work Modifications to Parramore BRT Design/Build Contract #14-C24, as Requested by City of Orlando
- xi. Authorization to Auction Surplus Equipment & Obsolete Bus Parts
- xii. Authorization to Submit FY2015/2016 Service Development Grant Proposals to the Florida Department of Transportation (FDOT) and the Authority to Execute Joint Participation Agreement (JPA) Upon Notification of Funding
- xiii. Authorization to Approve Deployment of Real Time Passenger Information on Fixed Route Service
- xiv. Authorization to Purchase Vanpool Vehicles for Replacement and Expansion

- xv. Authorization to Reaffirm the Intergovernmental Coordination and Review (ICAR) and Public Transportation Coordination Joint Participation Agreement (JPA)
- xvi. Authorization to Extend LYNX 208 Pilot Route for an Additional Year From Sand Lake SunRail to LYNX' Kissimmee Intermodal Station

**Motion** was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.xvi. The Motion passed unanimously.

## 7. Action Agenda

### A. Amendment to LYNX' FY2015 Operating and Capital Budgets

The Chair recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman noted that on September 25, 2014, LYNX staff presented the FY2015 Operating and Capital Budgets in the amount of \$126,498,589 and \$87,809,187, respectively for Board approval. Since approval of the FY2015 Adopted Operating and Capital Budgets, LYNX has brought several items to the Board requesting approval and corresponding amendment to the operating and capital budgets.

#### **The Operating budget amendment includes the following:**

- Maitland SunRail NeighborLink service - \$78,118
- SR 50 Alternative Analysis funding revision from Federal to Reserves - \$200,000
- Transfer rural area funding (5311) from Federal to State - \$634,881
- Transfer TD funds from State to Federal funding - \$70,000

#### **The Capital budget amendment includes the following:**

- Compressed Natural Gas (CNG) vehicle purchase - \$1,481,600 (Local) and \$4,928,000 (Federal)
- CNG lease option - \$303,464
- Carry forward balance true-up – (\$5,092,623) comprised of (\$4,594,087) in Federal and (\$498,536) in Local
- Kissimmee Intermodal Facility recognition of local match funding from Reserves - \$200,000

Based on the Board's previous approval of these items and the reductions and reclassification for accurate budgetary management there is a need to amend the FY2015 Operating and Capital Budgets in the amount of \$78,118 and \$1,620,441, respectively. Approval of this amendment will formally amend the FY2015 Operating and Capital Budgets to accurately reflect approved revenues and expenses.

Ms. Sherman stated that staff is seeking the Board of Directors' authorization to amend the FY2015 Operating and Capital Budgets will be in the amount of \$126,576,707 and \$89,429,628, respectively.

The Chair recognized Commissioner Janer.

Commissioner Janer stated that the Oversight Committee had thoroughly discussed the request and the Committee's recommendation to the Board, was to authorize the amendment to the FY2015 Operating and Capital Budgets

**Motion** was made and seconded to authorize the amendment to the FY2015 Operating and Capital Budgets in the amount of \$126,576.07 and \$89,429,628, respectively. The Motion passed unanimously.

**B. Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2014**

The Chair recognized Blanche Sherman, LYNX' Director of Finance, who introduced Ron Conrad, Cherry Bekaert, to make the presentation.

Mr. Conrad stated the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) was presented to the Oversight Committee and to the Finance and Audit Committee.

Mr. Conrad provided an overview of the CAFR. He noted that the introductory section includes the transmittal letter that covers the economic conditions, projects and programs, and shows that LYNX crossed over 30 million riders. The next section is the financial section that contains the independent auditor's report on the financial statement which is a "clean", "unmodified" opinion. In addition, there is a management discussion and analysis which is focused on the financial information of the organization. Next, is the financial statements with notes to the statements. Subsequent to the statements, is a statistical section. The next section is the single audit section and concentrates on the federal and state grants. There was a separate audit of the grants and again, it is a "clean", "unmodified" opinion. At the end, there is a management letter that is required by the Florida's Auditor General along with a report on the compliance with investment policies.

**Motion** was made and seconded to accept the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2014. The Motion passed unanimously.

**C. Authorization to Implement the April 19, 2015 Proposed Service Changes**

The Chairman recognized Andrea Ostrodka, Director of Planning and Development, to make the presentation.

Ms. Ostrodka stated that staff is requesting the Board of Directors' authorization to implement the proposed service changes effective April 19, 2015.



The changes are comprised primarily of minor service adjustments, schedule adjustments, and efficiencies. The change also includes an extension of the LYMMO going to Marks Street as well as some adjustments to the Bithlo NeighborLINK.

**Motion** was made and seconded to authorize the implementation of the April 19, 2015 proposed service changes. The Motion passed unanimously.

**D. Authorization to Extend Scope and Term of Contract #13-A62 with CorVel for Third Party Administration (TPA) Services**

The Chair recognized Susan Black, General Manager, to make the presentation.

Ms. Black stated that over the past several months one of the top priorities of LYNX' executive team is the stabilization of the Risk Management and Safety Department. With the assistance of LYNX' Risk Management consultant, Non-Profit Risk Management Center, together with valuable input from LYNX' Risk Management Committee, LYNX has achieved several important milestones.

Immediate risk mitigation protocols have been established and we continue to identify, research, and implement appropriate and sustainable risk management control systems. One of the primary functions of a risk management programs is the proper administration of claims.

Currently, LYNX workers compensation claims are administered by a Third Party Administrator, CorVel Corporation, and pre-suit general liability claims are administered internally.

Upon the recommendation of LYNX' Risk Management Consultant and with concurring input from the Risk Management Committee, staff is requesting Board authorization to extend the scope and term of Contract #13-A62 with CorVel Corporation for Third Party Administration ("TPA") Services effective April 1, 2015 and to amend the FY2015 Operating Budget accordingly. The scope of the current contract is limited to Workers Compensation claims and expires July 20, 2015. The proposed new contract would include TPA services for General Liability claims and extend the contract term to July 30, 2016.

**Motion** was made and seconded to authorize the extending the scope and term of Contract #13-A62 with CorVel for Third Party Administration (TPA) services. The Motion passed unanimously.

**8. Work Session**

**A. Overview of the FY2016 Preliminary Operating Budget**

The Chair recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman stated that details of the FY2016 Preliminary Operating Budget has been reviewed in detail with LYNX' Oversight Committee and Finance and Audit Committee.

Ms. Sherman provided the FY2016 Budget Development Assumptions.

- Key Budget Assumptions – Overall
  - FY2016 Funding based on the adopted LYNX Funding Model
  - Maximize current service levels through efficiencies
  - Apply additional Flex (NeighborLink) services, where appropriate
  
- Key Budget Assumptions – Revenue
  - Maintain current Preventative Maintenance funding level
  - Maximize use of anticipated Advertising Revenue
  - Potential Royalties from third party usage of Compressed Natural Gas (CNG)
  
- Key Budget Assumptions – Expenses
  - Salary increases consistent with Funding Partners
  - Anticipated impact of a new Union contract
  - Continuation of Fuel Hedging Program, as appropriate
  - Impacts of conversion to Compressed Natural Gas (CNG)
  - Continued application of reductions based on LYNX ownership of paratransit vehicles
  - Continuation of Bio-diesel Program, as appropriate
  - Evaluate LYNX’ current Health Insurance Program for consideration of becoming self-insured
  
- Pending Items
  - Consideration of a Fare increase in FY2016
  - Toll Revenue Credits
  - Funding Partner approved COA Recommendations
  - Impacts of SunRail Phase 2 expansion
  
- Operating Budget Overview

	FY2015 <u>Amended</u>	FY2016 <u>Preliminary</u>	<u>% Change</u>
Operating Revenue	\$126,576,107	\$126,493,478	-0.1%
Operating Expenses	<u>\$126,576,107</u>	<u>\$126,493,478</u>	<u>-0.1%</u>
Operating Income / (Deficit)	\$ -	\$ -	N/A

Ms. Sherman provided a breakdown of FY2016 Operating Revenue, Operating Expenses, and Local Revenue by Jurisdiction.

- Future Items
  - Consideration of Public / Private Partnership (P3) (satellite facilities / BRT)

- Continue to review the type of fixed route vehicles used in future operations
- Seek State grant funding opportunities for capital projects

➤ Budget Calendar

Preliminary Budget Presentation	March 26
Funding Request Letters Submitted to Funding Partners	May
Budget Presentation Osceola & Orange Counties	June / July
Budget Presentation Seminole County	August
Final Board Action	September 24
Budget Year 15-16 Commences	October 1

Ms. Sherman noted that Staff will be seeking direction from the Board to finalize the FY2016 Operating Budget.

The Chair recognized Commissioner Janer.

Commissioner Janer stated that the Oversight Committee is recommending the Board utilize the Preliminary Budget for further evaluation and subject to final review by the Finance and Audit Committee and Oversight Committee.

**Motion** was made and seconded to authorize the utilization of the FY 2016 Preliminary Operating Budget for further evaluation and review. The Motion passed unanimously.

**9. Other Business**

The Chair asked if there was other business.

Mr. Lewis responded staff had no further business.

**10. Monthly Reports**

The Chair noted that Monthly Reports are for review purposes only. No action is required.

**Meeting adjourned at 1:39 p.m.**

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

**To:** LYNX Board of Directors

**From:** Donna Tefertiller  
DIRECTOR OF HUMAN RESOURCES  
Brian Anderson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6119

**Item Name:** Request for Proposal (RFP)  
Authorization to Release a Request for Proposal (RFP) for Investment Monitoring Services for the Deferred Compensation Plan, Money Purchase Plan, CEO Retirement Plan, and LYNX Defined Contribution Plan for Bargaining Unit Employees.

**Date:** 5/13/2015

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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 Investment Monitoring Services for the Deferred Compensation Plan, Money Purchase Plan, CEO Retirement Plan, and LYNX Defined Contribution Plan for Bargaining Unit Employees.

**BACKGROUND:**

In 1994, LYNX adopted the Deferred Compensation Plan for all eligible LYNX employees pursuant to section 457 of the Internal Revenue Code. LYNX also adopted the Money Purchase Plan for those administrative employees who qualified. In August, 2007, the Hartford was retained to replace Nationwide as the service provider for both plans.

The trustees of the Money Purchase Plan determined that enhanced investment options and more educational information were necessary to assist participants in achieving their retirement goals. A consultant was hired by the Money Purchase Plan to monitor and review the investment funds performance, recommended adding Life Style investment options for participants. This plan would provide a participant with the option of several professionally managed portfolios, based upon risk tolerance and anticipated retirement date. The Consultant's contract expired and thus an RFP needs to be released.

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

This procurement is not funded with DOT assisted dollars. However, outreach efforts will be made to identified and certified small business firms available in the category of Portfolio Management of the opportunity to submit offers in response this solicitation.

**FISCAL IMPACT:**

LYNX staff included \$14,000 in the FY2015 Amended Operating Budget for investment monitoring services. The FY2014 expense was \$12,548 for investment monitoring services. The FY2016 Preliminary Operating Budget includes \$14,000 for these services.

Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
DIRECTOR OF PLAN & DEVELOP  
**Carleen Flynn**  
(Technical Contact)  
**Douglas Robinson**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** **Request for Proposal (RFP)**  
**Authorization to Release a Request for Proposal (RFP) and Negotiate a**  
**Contract for Non-Traditional Super Stop Design**

**Date:** 5/13/2015

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**ACTION REQUESTED:**

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for creative design and engineering services for a Non-Traditional Super Stop in the Pine Hills area of Orange County.

**BACKGROUND:**

The Pine Hills Community in west Orange County is a vibrant neighborhood with a diverse and engaged population. The Pine Hills community was served by a super stop until 2011 at the intersection of Hiawassee Road and Silver Star Road. The Park Promenade Super Stop served the community until a few year ago when the property was sold to new ownership and the super stop had to be removed from the property. LYNX has be considering a new location for this super stop for the past few years located in the heart of the Pine Hills community. The four workforce routes that pass through the intersection of Pine Hills Road and Silver Star Road require the passengers to cross six lane highways and walk two to three blocks to catch connecting routes. This is not only a safety issue for the pedestrians, but also increases the chances of missing their transfers to other LYNX routes.

The implementation of a new super stop in the Pine Hills community can be achieved fostered through the Pine Hills Neighborhood Improvement District, Pine Hills Community Council, and other neighborhood groups. County leaders are working to pave the way for economic redevelopment in the heart of Pine Hills through these organizations by formally adopting the American Planning Association (APA) developed Town Center Master Plan. The Town Center Master Plan was developed though a weeklong charette attracting community and government leaders together to develop a master plan for a new town center located at the intersection of Pine

Hills Road and Silver Star Road. The Pine Hills Super Stop was an integral component of the master plan, which created multimodal hub for the town center concept. The super stop is planned for a site adjacent to the proposed Pine Hills Trail, a multi-purpose trail running north-south through the area, and adjacent to the new mixed use commercial center on Belco Drive. The community saw the role transit plays in their community and the need for the Pine Hills Super Stop in the new town center concept.

The Request for Proposal is for design and engineering services to develop a non-traditional super stop for the Pine Hills community. Being an integral part of the Pine Hills Town Center concept, the super stop needs to be a “step-up” from LYNX’s traditional super stops, and needs to engage the community in the conceptual design of the facility. LYNX seeks to add the non-traditional super stop design as a new prototype transfer facility that engages the community in order to respond the specific challenges and opportunities for this facility and have it accepted as an integral part of the community.

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

The DBE goal assessed for the referenced project is **6% valid from this date to be re-assessed upon a completed final scope of work and cost estimate.** DBE availability has been identified in the following category of Architectural: Some DBE availability was based on the *Florida Unified DBE Certification Program* (Florida UCP).

LYNX’s procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Small and Disadvantaged Business Enterprise (DBE) firms. The DBE officer will work with the project manager procurement and identified firms to ensure compliance.

## **FISCAL IMPACT:**

LYNX staff included \$2,400,000 in the FY2015 Amended Capital Budget for the purchase of land and construction of the Pine Hills super stop and \$300,000 for design and engineering.

LYNX received a Ladders of Opportunity grant from the Federal Transit Administration for \$1,000,000 with a \$250,000 match from Orange County to construct a replacement super stop/bus transfer station in the Pine Hills Community. In addition to the FTA grant, LYNX anticipates that multiple funding sources should be available to support this project.

However, since LYNX has not purchased the land, federal grant dollars and matching dollars cannot be used to fund the design for this effort until after the land is acquired.

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

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Stephen Wachtler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Award Contracts  
Authorization to Award a Contract #15-B06 to Lynch Oil and Seaboard  
Distribution for Bulk Delivery of Antifreeze and Diesel Exhaust Fluids

**Date:** 5/13/2015

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #15-B06 to Lynch Oil and Seaboard Distribution Inc. for bulk fluids (antifreeze, and diesel exhaust fluid) for the Maintenance Shop.

**BACKGROUND:**

The fluids requested under this contract are antifreeze/engine coolant, and Diesel Exhaust Fluid (DEF). These fluids are required to maintain the buses in a serviceable and working condition, and ensure we are in compliance with federally mandated emission standards. The buses cannot be operated without properly maintained levels of these fluids.

The Board gave consent to solicit an Invitation for Bid (IFB) for the delivery of Bulk fluids on January 28, 2015. On March 8<sup>th</sup> the information on the IFB for bulk fluids was posted in the Orlando Sentinel newspaper. March 16<sup>th</sup>, the invitation for bid was opened to the public for a thirty (30) day period. April 15<sup>th</sup> was the opening bid date on the bulk fluid contract. Central Florida Regional Transportation Authority d/b/a LYNX received six (6) competitive bids. Lynch Oil was the recommended bidder for Diesel Exhaust Fluid (DEF) and Seaboard Distribution Inc. was the recommended bidder for Anti-freeze and Anti-Freeze Drums.

**FISCAL IMPACT:**

LYNX staff included \$165,000 in the FY2015 Amended Operating Budget for bulk fluids. The FY2014 expenses were \$120,977 for bulk fluids. The FY2016 Preliminary Operating Budget includes \$165,000 for these items.



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

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Timothy May  
(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 Five NeighborLink Vehicles**

**Date:** 5/13/2015

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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 \$851,425 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 the procurement of five (5) NeighborLink 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.

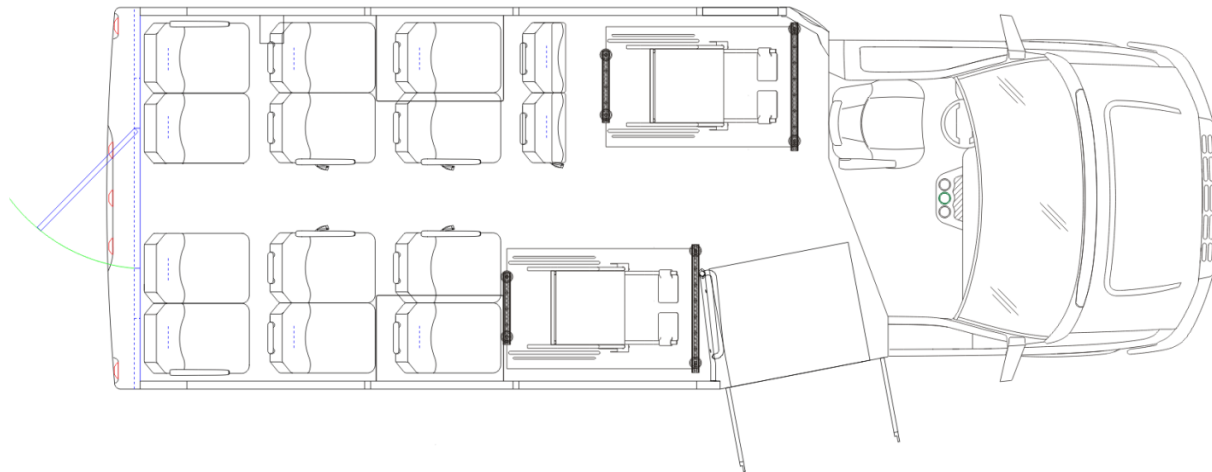
Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#TRIPS-10-SCLF-FCCS) for "Small Cutaway Low Floor Vehicles" to First Class Coach Sales, a local Orlando dealer of ARBOC manufactured vehicles. First Class Coach Sales and ARBOC meet 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 July, 2011 staff received authorization to purchase twenty (20) low floor circulator vehicles to replace all of the former PickUpLine vehicles (now NeighborLink).

# LYNX Board Agenda

The proposed procurement will be for 5 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	\$154,296
Additional options to be purchased directly by LYNX	
GFI Genfare low profile farebox	\$ 15,989
<b>Total</b>	<b>\$170,285</b>

The five (5) vehicles will be used for NeighborLink services operated by MV Transportation (MV).

The current level of flex service requires thirteen (13) vehicles and three (3) spares. Staff is currently exploring options to add additional NeighborLink services to various parts of the service area, and FY16 proposes additional NeighborLink routes as well. These five (5) additional vehicles will allow for additional routes to be added quickly and seamlessly.

## **FISCAL IMPACT:**

LYNX staff included \$1,093,248 in the FY2015 Amended Capital Budget for the purchase of ARBOC vehicles.

Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
 DIRECTOR OF PLAN & DEVELOP  
 Belinda Balleras  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Miscellaneous  
**Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2015 Apportionments and to Sub-allocate FY 2015 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and Florida Department of Transportation**

**Date:** 5/13/2015

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY/2015 formula funds and to execute grant agreements with the FTA and in connection therewith execute and deliver to the FTA the FTA Fiscal Year 2015 Certifications and Assurances.

✓ Urbanized Area Formula Program	To be determined
✓ State of Good Repair Fixed-Guideway ( est.)	\$ 173,000
✓ Bus/Bus Facilities Program (est.)	\$ 2,800,000
✓ Enhanced Mobility for Seniors and Individuals with Disabilities (est.)	\$ 1,350,000
✓ Surface Transportation Program	\$ 7,850,500

On February 9, 2015 the Federal Transit Administration (FTA) released partial apportionments for FY/2015 comprising 8/12<sup>th</sup> of the fiscal year funding based on the congressionally authorized funding limits. Due to the cycle and timing on the release of the final federal apportionment and the FTA grant application cycle for the remainder FY/2015, Board authorization is requested to apply for these annual funding programs, including supplemental funding to be authorized for the remainder of the fiscal year.

Staff is requesting the Board of Directors’ authorization on the sub-allocation of the Orlando urban area funding to Lake County Transit Services and the Florida Department of Transportation (FDOT) from the FTA’s FY/2015 5307 formula apportionment in amounts to be determined based on the final FY/2015 full year apportionments and collaborative planning to be coordinated through MetroPlan Orlando.

This Board authorization includes the execution of a Supplemental Agreements to be incorporated as part of respective grant applications by Lake County and FDOT to FTA. This will allow Lake County Transit Services and FDOT, to be direct 5307 grant recipients eligible to receive and dispense FTA's 5307 sub-allocated funds.

## **BACKGROUND:**

Congress establishes the legal authority to commence and continue FTA programs through authorizing legislation covering several years. On August 8, 2014, Congress passed the Highway and Transportation Funding Act of 2014 which extended the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP -21) authorizations as well as contract authority to carry out FTA's formula programs through May 31, 2015. The currently authorized FTA formula apportionments published in February 2015 provided for partial funding which made available 8/12<sup>th</sup> of the anticipated FY/2015 apportionment. FTA will issue a subsequent notice apportioning the balance of the funds for the remaining fiscal year, should Congress pass legislation that provides additional funding.

The following summarizes the funding programs:

### **Urbanized Area Formula Program - Section 5307:**

This program provides grants to Urbanized Areas (UZA) for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances. These funds constitute a core investment in the enhancement and revitalization of public transportation systems in the nation's urbanized areas, which depend on public transportation to improve mobility and reduce congestion.

Beginning with the FY/2013 apportionment, FTA began apportioning funds based on UZA designations and population counts from the 2010 Census. The transition from the 2000 Census to the 2010 Census affected the program requirements and/or eligibilities that apply to recipients in certain areas. In addition, the boundaries of many UZAs have shifted and resulted in former urban clusters (i.e., areas with populations under 50,000) and former non-urbanized areas to be now located within the boundaries of a UZA.

Under the current transit reauthorization, Moving Ahead for Progress in the 21st Century (MAP-21), a special rule allows recipients in urbanized areas with populations of 200,000 or above and that operate 100 or fewer buses in fixed route service during peak hours, to receive a grant for operating assistance subject to a maximum amount per system, in accordance with "Section 5307 Operating Assistance Special Rule Operator Caps". FTA identified the transit systems and their maximum operating assistance amounts for FY/2015 based on the percent of apportionment attributable to an operator, calculated from vehicle revenue hours reported in their FY/2013 NTD report.

In the partial FY/2015 FTA apportionments released on February 9, 2015, the Orlando 5307 funds of \$19,957,404 included 1.214% of the apportionment attributable to Lake County in the amount of \$242,283 (8/12<sup>th</sup>). In addition, the Orlando area 5307 apportionments included \$6,287,947 (8/12<sup>th</sup>) attributable to commuter rail.

Prior to FTA's award of the 5307 direct grants to Lake County and FDOT, FTA will require Supplemental Agreements be executed by LYNX with Lake County and FDOT as part of their respective 5307 FTA applications. This will permit them to receive and dispense FTA funds, as direct grant recipients, assuming all responsibilities for the terms and conditions of their Grant Agreement for the sub-allocated 5307 funds. Lake County is eligible to apply for operating assistance to serve the needs of the Orlando UZA.

Due to the cycle and timing on the release of Federal Apportionments and the grant application process, the annual LYNX' 5307 Apportionment typically gets budgeted by LYNX over multiple years. LYNX will apply for FY/2015 5307 funding net amount after the Lake County and FDOT sub-allocations are determined.

### **State of Good Repair (SGR) - Section 5337:**

SGR replaced the fixed-guideway modernization formula program. Projects are limited to replacement and rehabilitation or capital projects required to maintain public transportation systems in a state of good repair. LYNX has been working with the City of Orlando staff to upgrade the Orange LYMMO in a state of good repair and to provide amenities and technology enhancements compatible with the Lime and Grapefruit LYMMO expansions.

### **Bus/Bus Facilities Program – Section 5339**

Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.

This program replaced the Section 5309 Bus and Bus Facilities Program which allocated funds through a competitive project selection process or earmarking. LYNX will program section 5339 funds for revenue vehicles and technology enhancements.

### **Enhanced Mobility for Seniors/Individuals with Disabilities- Section 5310:**

This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities include:

- 1) Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- 2) Public transportation projects that exceed the requirements of the ADA.
- 3) Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
- 4) Alternatives to public transportation that assist seniors and individuals with disabilities.

### **Surface Transportation Program (STP):**

The STP provides funding that may be used by States and localities for a wide range of projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.

## LYNX Board Agenda

The USDOT funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds which are eligible to be transferred to FTA for transit purposes. The regional STP funds are allocated by MetroPlan Orlando for transit, enhancement, bike-ped and highway projects. STP funds are programmed annually by MetroPlan Orlando in the Transportation Improvement Program (TIP) and are incorporated in the state adopted State Transportation Improvement Program (STIP).

LYNX will program FY/2015 STP funding for revenue vehicles and passenger amenities.

### **FISCAL IMPACT:**

FY/2015 Federal formula funds are programmed and budgeted in FY/2015 and will be included in the FY/2016 Operating and Capital Budgets for operating related capital assistance and capital expenditures as appropriate.

Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
DIRECTOR OF PLAN & DEVELOP  
**Myles O'KEEFE**  
(Technical Contact)  
**Timothy May**  
(Technical Contact)  
**Belinda Balleras**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** **Miscellaneous**  
**Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program**

**Date:** 5/13/2015

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**ACTION REQUESTED:**

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to carry out the competitive process to select projects and sub-recipients for Section 5310 Federal Transit Administration (FTA) funding assistance.

LYNX is the agency designated to administer the Section 5310 funding program in the urbanized areas of Orlando and Kissimmee and has the responsibility to develop the program of projects for funds apportioned in FY/2015 under MAP 21, including soliciting projects from non-profit organizations and other eligible entities under 5310 that serve seniors and individuals with disabilities.

**BACKGROUND:**

The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities under MAP-21 include:

- 1) Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.

- 2) Public transportation projects that exceed the requirements of the ADA.
- 3) Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
- 4) Alternatives to public transportation that assist seniors and individuals with disabilities.

In the July 2013 Board meeting, LYNX adopted the FY/2013-2018 Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD). The TDSP was subsequently adopted by the METROPLAN ORLANDO Local Coordinating (LCB) and will serve as the adopted locally developed, coordinated public transit-human services transportation plan for 5310, in FY/2015-2016 including future updates.

LYNX staff intends to competitively solicit project applications from non-profit organizations and other 5310 eligible entities to select sub-recipients for federal FY/2015 funding allocations. LYNX in its role as the Community Transportation Coordinator continues to work with non-profit agencies that have current coordination agreements to strive towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals. This is also consistent with the Board adopted staff recommendations on strategies to reduce paratransit costs.

### **FISCAL IMPACT:**

LYNX staff included \$200,000 in the FY/2015 Amended Operating Budget for Section 5310 sub-recipient agency expenses that will be funded with FTA Section 5310 pass-through funding resulting in a net zero impact to LYNX.

The FY/2016 Preliminary Operating Budget includes \$122,500 for these expenses and the FY/2016 Adopted Budget will be adjusted to reflect the final awards to the sub-recipients.



Consent Agenda Item #6.C. iv

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Tangee Mobley  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
**Authorization to Modify and Increase Master Contract #13-C20 with Trapeze Group to include Route Monitor/Route Ladder and County Line Code, Licensing, Software Maintenance, and System Support**

**Date:** 5/13/2015

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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 Modification to Trapeze Group in the amount not-to-exceed \$188,925. This amount covers Trapeze Route Monitor/ Route Ladder and County Line Code licensing, Software Maintenance, and System Support into the current Master Contract (13-C20) with Trapeze Group.

**BACKGROUND:**

In May 2013, LYNX entered into a Master Contract (13-C20) with Trapeze Group to control all current and future licenses, services and costs relating to Trapeze products and services; to approve all annual maintenance and licensing fees. This allowed the Procurement Department to consolidate all current and ongoing Trapeze contracted services and costs into a single Master Contract to enhance control, process efficiency, and cost containment. This Master Contract also allows for a contractual means to capitalize eligible expenses associated with software upgrades, and add the negotiated capital and ongoing expenses associated with Route Monitor/ Route Ladder and County Line Code enhancement.

**Route Monitor / Route Ladder**

The Route Ladder is a feature that allows Radio Dispatch to see at a glance all of the buses on a route and their relative positioning along the route. Each time point with full name is displayed on the route. The bus positioning along the ladder is distinguished by colors to visually alert Radio Dispatchers when the bus is early, late, off route, or on time. This feature allows the Dispatcher to actively manage several routes simultaneously. This feature eliminates the arduous point and click method that randomly highlights a bus on a specific route and then deciphering

how the position of the bus relates to the overall service we provide compared with the loaded schedule.

## **County Line Code**

LYNX is required to track fares that are collected based on which county the passenger boards. Currently, LYNX tracks this information by instructing the Operators to enter the county code manually as the bus enters the various counties: Orange, Seminole, Osceola, Polk, and Lake. The Computer Aided Dispatch (CAD) system currently on our system does not have a means to automate this manual fare box code input performed by Operators. The County Line Code feature will automate this process so that the route number is updated in the fare box to reflect the fares based on which county they were collected from.

## **FISCAL IMPACT:**

LYNX staff included funds in the amount of \$175,206 in the FY/2015 Amended Capital Budget to support the software developments for the Route Monitor/Ladder and County Line Codes. The FY/2016 Preliminary Operating Budget includes \$14,161 for related maintenance expenses.

Consent Agenda Item #6.C. v

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
DIRECTOR OF PLAN & DEVELOP  
Myles O'KEEFE  
(Technical Contact)  
Douglas Robinson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Miscellaneous  
Authorization to Execute Sub-Recipient Agreement between LYNX and  
The Opportunity Center for Section 5317 New Freedom Program (NFP)  
Rural Transportation Services

**Date:** 5/13/2015

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Sub-recipient Agreement to provide funds to The Opportunity Center under the Section 5317 New Freedom Program (NFP), for rural transportation services.

**BACKGROUND:**

The FY/2011-12 Florida Department of Transportation (FDOT) competitive selection process for the New Freedom Program (NFP) and Job funds brought forth grant awards to The Opportunity Center. LYNX acknowledged the results from the competitive selection process and entered into Sub-recipient Agreements with the Human Services Agency, as a pass-through agency for the JARC grants. Previous Sub-recipient agreements have been established in FY/2011, FY/2012, FY/2013, and FY/2014 with The Opportunity, as authorized by the LYNX Board. The organization supports the coordination of transportation services in the tri-county area, safely and effectively serving passengers in a manner that complements the LYNX paratransit services.

Carry-over funding from FDOT's prior years rural NFP funds has been made available to fund Opportunity Center in FY/2015. The Opportunity Center has successfully implemented JARC projects and supports our Access LYNX paratransit initiatives by providing services to their clients in a cost-effective manner, thus supporting our paratransit cost containment program. The Opportunity Center has seen an increase in the need to provide rural transportation services for new clients, as it is the agency in closest proximity to provide adult day training services in Osceola.

## LYNX Board Agenda

Section 5317 NFP funds sub-awarded from FDOT to The Opportunity Center in the amount of \$35,000 require a 50% local match from The Opportunity Center.

### **FISCAL IMPACT:**

LYNX staff included \$55,000 of sub-recipient JARC and New Freedom grant funds in the FY/2015 Amended Operating Budget. The FY/2016 Preliminary Operating Budget includes \$54,500 to support the continuation of this program. The sub-recipients will provide the 50% local match required under the New Freedom Grant Program.

**Action Agenda Item #7.A**

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
DIRECTOR OF PLAN & DEVELOP  
**Douglas Robinson**  
(Technical Contact)  
**JAMES RODRIGUEZ**  
(Technical Contact)  
**Carleen Flynn**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Submit Grant Application for the Fiscal Year 2015 United States Department of Transportation (USDOT) TIGER VII Program

**Date:** 5/13/2015

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications for the United States Department of Transportation (USDOT) funding under the Transportation Investment Generating Economic Recovery (TIGER VII) Program.

This authorization includes any opportunity to partner, provide support and collaborate with local partners for potential projects under USDOT's TIGER VII program.

**BACKGROUND:**

The U.S. Department of Transportation (USDOT) on April 3, 2015 released a "Notice of Funding Availability (NOFA), appropriating \$500 million in FY2015 to be awarded by the Department of Transportation ("DOT") for National Infrastructure Investments. This appropriation is similar, but not identical, to the program funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") known as the Transportation Investment Generating Economic Recovery, or "TIGER Discretionary Program".

TIGER Discretionary Grants may be used for up to 80 percent of the costs of a project. DOT may increase the Federal share above 80 percent only for projects located in rural areas, in which case the DOT may fund up to 100 percent of the costs of a project. However, priority will be given to projects that use Federal funds to complete an overall financing package, and both urban and rural projects can increase their competitiveness for purposes of the TIGER program by

demonstrating significant non-Federal financial contributions. In the first five rounds, on average, projects attracted more than 3.5 additional non-Federal dollars for every TIGER grant dollar.

This NOFA is substantially similar to the final TIGER Discretionary Grant program published in the Federal Register last year. However, there are a few significant differences:

1. USDOT is dedicated to enhancing opportunity for all Americans by investing in transportation projects that better connect communities to centers of employment, education, and services (including for non-drivers) and that hold promise to stimulate long-term job growth, especially in economically distressed areas. Additional consideration will be given to proposals that seek to strengthen opportunities to expand the middle class. While the Department will award funds to a variety of project types, priority consideration will be given to applications that address this objective.
2. TIGER FY/2014 funds are available for obligation until the statutory deadline of September 30, 2017; with no FY/2015 TIGER funds allowed to be expended after September 30, 2022. This extended schedule allows DOT to encourage the submission of applications for complex and multimodal projects that may require slightly longer schedules. However, all applicants should provide schedules and evidence that they will be able to obligate funds, if awarded, by June of 2017.
3. Applications that identify project co-applicants or project partners in addition to a lead applicant must be signed by each co-applicant and/or partner organization.

A brief summary of the TIGER VII opportunities is highlighted below:

- \$500 million multimodal, merit-based discretionary grant program
  - \$100 million for rural areas
- Strong focus on creating ladders of opportunity
  - Create or improve connections between people and centers of employment, education and services
  - Remove barriers to connected systems of transportation
  - Promote workforce development
- Modal and geographic equity requirements
- Funds for surface transportation infrastructure projects that will have a significant impact on the nation, a metropolitan area or a region.
- New partnerships, multi-jurisdictional cooperation
- To be funded, projects or elements of a project must have independent utility, which means that the project provides transportation benefits and is ready for its intended use upon completion of project construction.

## LYNX Board Agenda

- TIGER Discretionary Grants may not be less than \$10 million (except in rural areas) and not greater than \$200 million.
  - For projects located in rural areas, the minimum TIGER Discretionary Grant size is \$1 million.

Pre-applications are due May 4, 2015, while final applications must be submitted by June 5, 2015. LYNX staff is coordinating meetings with our funding partners and other regional agencies to discuss potential partnerships for regionally significant and supported projects to submit. Through these discussions, LYNX will develop application(s) that are in accordance with the criteria. Listed below are potential projects identified for further consideration.

- US 192 Corridor Transit Signal Priority (TSP) and Kissimmee Circulator. This Project will support SunRail feeder services at Kissimmee Intermodal Facility, and improve existing transit operations along US 192 corridor – from downtown Kissimmee to Walt Disney World.

### **FISCAL IMPACT:**

Since this is an 80% FTA, 20% local match grant opportunity for urban areas and a potential 100% FTA grant opportunity for rural areas, it is anticipated that prior to submittal, LYNX will secure the appropriate local match through either in-kind services or cash commitments from local partners. Actual projects and dollar amounts for them are yet to be determined.

Once projects are determined and the appropriate local match is secured, a grant application will be developed and submitted. Staff will notify the LYNX Board and seek appropriate authorization prior to making any grant commitments for any TIGER VII future award.

**Action Agenda Item #7.B**

**To:** LYNX Board of Directors

**From:** Susan Black  
GENERAL MANAGER  
**BRENDA HERNANDEZ**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Amendment of Administrative Rule 6 (Dispute Resolution)

**Date:** 5/13/2015

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**ACTION REQUESTED**

Pursuant to the authority contained in Administrative Rule 1.1.3, Staff is requesting the Board of Directors amend Administrative Rule 6.4.1.B, 6.4.2.B, 6.5.3, 6.5.4, and 6.6, and delete the current Rules 6.5.1 and 6.5.2.

**BACKGROUND**

Staff is requesting the Board of Directors amend Administrative Rule 6 (Dispute Resolution) to reflect four material changes, as follows:

**1. Procurement Dispute Appeal Process (6.4.1.B & 6.4.2.B)**

Recommended Amendment: Together with LYNX' General Counsel, Staff recommends provisions be added to the existing rule (recommended language appearing in the attached "red-lined" and "clean" versions of the proposed Administrative Rule 6) that will address instances in which LYNX does not have a General Manager.

**2. LYNX-Administered Dispute Appeal Process (6.5.1 – 6.5.2)**

Recommended Amendment: Together with LYNX' General Counsel, Staff recommends these subsections be deleted.

**3. Delegation of Settlement Authority: Contract Disputes (current 6.5.3 – 6.5.4)**

Recommended Amendment: Together with LYNX' General Counsel, Staff recommends provisions be added to the existing rule (recommended language appearing in the attached "red-lined" and "clean" versions of the proposed Administrative Rule 6)



permitting the CEO to delegate his/her authority to settle contract disputes (subject to existing monetary limitations) to any “Senior Officer.”

**4. Delegation of Settlement Authority: Tort and Workers’ Compensation Claims (6.6)**

Recommended Amendment: Together with LYNX’ General Counsel, and after obtaining input and feedback from the LYNX Board’s Risk Management Committee, Staff recommends the following modifications to the current procedure for settling tort and workers’ compensation claims. Recommended language appears in the attached “red-lined’ and “clean” versions of the proposed Administrative Rule 6.

- i. The CEO may settle disputes up to \$200,000 per person and \$300,000 per incident (which is equal to the limits of the limited waiver of sovereign immunity contained in Section 768.28) (the “settlement cap”); provided that the settlement is within the budget line item for settlements or covered by insurance. To the extent that 768.28, Fla. Stat., is amended to increase or decrease the limited waiver of sovereign immunity, the settlement cap will be adjusted accordingly. Should LYNX obtain commercial, third-party insurance with coverages in excess of the \$200,000/300,000 limits, the CEO will have the authority to settle disputes up to the limits of such coverages.
- ii. The CEO may delegate limited settlement authority to certain permitted delegates as follows:
  - 1. General Manager: ..... up to \$100,000
  - 2. Director of Risk Management: ..... up to \$50,000
  - 3. Third-party Administrator: ..... up to \$3,000
- iii. The CEO will continue to be able to settle disputes in excess of the settlement cap and without insurance if consented to by the Board Chair as currently permitted under Rule 6.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

## ADMINISTRATIVE RULE 6

**SUBJECT: DISPUTE RESOLUTION**

**EFFECTIVE DATE: May 13, 2015<sup>1</sup>**

### SCOPE:

This Administrative Rule sets forth the processes by which the Authority resolves disputes involving its procurement process, its contracts for the purchase and/or sale of goods, supplies, services or other materials, and other claims, generally, which would include for example claims against the Authority related to torts and workers compensation, which may or may not involve litigation.

### AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

### RULE 6: Dispute Resolution

- 6.1 **Purpose of Rule.** The Governing Board has established this Administrative Rule for the following purposes:
- A. To set forth procedures for the resolution of disputes related to the Authority's Procurement process;
  - B. To set forth procedures for the resolution of disputes related to Contracts to which the Authority is a party; and
  - C. To set forth rules that apply to all other disputes involving the Authority, including tort claims and workers' compensation claims.
- 6.2 **Application.** The provisions of **Section 6.3** shall apply to all disputes. All disputes that relate to the Authority's Procurement process shall be resolved in accordance with the applicable process set forth in **Section 6.4**. All disputes that relate to Contracts with the Authority shall be resolved in accordance with the process set forth in **Section 6.5**. The provisions of **Section 6.6** shall apply to the settlement of all claims (other than those addressed by **Section 6.5**), including those involving workers' compensation and tort claims.
- 6.3 **General Provisions Applicable to All Disputes.** The following provisions shall apply to all disputes, regardless of whether such disputes relate to the Authority's Procurement process, Contracts with the Authority, or any other claims:

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<sup>1</sup> This Administrative Rule was adopted by the Governing Board at its meeting held on July 28, 2010 and was amended by the Governing Board at its meetings held on March 22, 2012 and May 13, 2015.

6.3.1 **No Waiver of Sovereign Immunity.** Pursuant to Florida Statutes § 768.28, the State of Florida, for itself and for its agencies and subdivisions, has agreed to waive sovereign immunity for torts, but only to the extent specified therein. No provision of any Contract nor any provision of these Administrative Rules shall be interpreted to constitute a waiver by the Authority of the benefits afforded to it by sovereign immunity beyond the specific amounts waived by Florida Statutes § 768.28.

6.3.2 **Federal Transit Administration.**

- A. **FTA Notification.** The Authority shall notify the FTA of all disputes arising from the Procurement process and all Contract Disputes, which, in either case, involve the expenditure of Federal funds, and shall keep the FTA apprised of the status of same.
- B. **FTA Review.** Under certain circumstances the FTA will review a Procurement dispute or Contract Dispute that involves a Procurement made with Federal funds, however, such review is limited to determining whether the Authority has failed to follow its protest procedures.

6.3.3 **Arbitration or Judicial Action.** With respect to any dispute involving the Procurement process or Contracts to which the Authority is a party, each Bidder, Proposer, and Contractor, as applicable, agrees that, with respect to any such dispute, the Authority shall have the sole discretion to determine whether the parties should first attempt to resolve said dispute by mediation. Each Bidder, Proposer, and Contract, as applicable, further agrees that should the Authority not elect to first attempt to resolve the dispute by mediation, or should mediation be unsuccessful, the Authority shall have the sole discretion to determine whether said dispute should be resolved by either a court of law or by binding arbitration. In that regard the following provisions shall apply:

- A. **Mediation.** If the Authority decides that the parties to a dispute should first attempt to resolve the dispute by mediation, then the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, judicial action or some other dispute resolution procedure. Any such mediation shall be held in Orange County, Florida.
- B. **Arbitration.** If the Authority decides that a dispute should be resolved by arbitration, then arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida.

C. **Judicial Action.** If the Authority decides that a dispute should be resolved in a court of law, then the following provisions shall be applicable:

(i) **Jurisdiction and Venue.** Any action, suit or proceeding arising in connection with the dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(ii) **JURY TRIAL WAIVER. THE AUTHORITY, ON ONE HAND, AND THE BIDDER, PROPOSER OR CONTRACTOR, AS APPLICABLE, ON THE OTHER, EACH AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL THEN OR THEREAFTER EXIST WITH REGARD TO THE CONTROVERSY OR CLAIM, OR ANY COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THE FOREGOING WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

With respect to this subsection, it is subject to the specific provisions of **Section 6.3.6** below, and nothing contained herein shall grant to any party any rights with respect to any protest which may be filed under **Section 6.4** below.

6.3.4 **Director of Procurement.** All notices and other communications which are required to be filed with the Director of Procurement pursuant to this Rule 6 shall be in writing and shall be sent to the Director of Procurement at the following address:

LYNX Central Station  
Procurement Department  
455 North Garland Avenue  
Orlando, Florida 32801  
Attention: Director of Procurement

6.3.5 **Severability.** If any portion of this Rule 6 is determined to be invalid or unenforceable, the balance of this Rule 6 shall remain in effect.

6.3.6 **Status of Protest with Respect to Procurement Protest.** Nothing contained in any procurement dispute resolution procedure, including the provisions under **Section 6.4**, shall grant any Protesting Party any right as to that procedure (including any right to file a Procurement Protest or, if filed, any right with respect to the processing of that Procurement Protest by the Authority) including any right to enter into a Contract with the Authority. Rather, the right to protest

any action of the Authority under **Section 6.4**, or under any component thereof, including before the SEC or the Director of Procurement, shall be a matter of privilege, as any protest shall solely be for the benefit of the Authority. The resolution of any protest shall be solely within the discretion of the Authority, including within the discretion of those individuals or entities designated herein for hearing and resolving any protest, and any decision by the Authority shall be final and binding and not subject to any further appeal or protest. Any party submitting any proposal with the Authority shall specifically by virtue of filing any such proposal expressly agree to the provisions of this Section.

- 6.3.7 **Contact with Authority/No Solicitation or Contact During Procurement Dispute Process.** All prohibitions with respect to contact with Members and Officers of the Authority pursuant to **Section 4.7** of Administrative Rule 4 shall remain in effect until the resolution of the protest or the exhaustion afforded the Protesting Party under **Section 6.4** hereof.

**[Remainder of page intentionally left blank.]**

**SECTION 6.4:**

**THE PROCEDURES SET FORTH IN SECTION 6.4 (INCLUDING SECTION 6.4.1 & 6.4.2) SHALL APPLY TO ALL DISPUTES ARISING FROM THE PROCUREMENT PROCESS.**

- 6.4 **Disputes Involving Procurement Process – Applicable Procedure.** All disputes that arise from the Procurement process shall be resolved in accordance with one of the two procedures set forth in either **Section 6.4.1** or **Section 6.4.2**. The procedure set forth in **Section 6.4.1** shall apply when only the Director of Procurement is responsible for the recommendation of award of a Contract or when the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee. The procedure set forth in **Section 6.4.2** shall apply when only a Source Evaluation Committee is responsible for the recommendation of award of a Contract and the dispute relates to an issue arising after the Procurement is submitted to a Source Evaluation Committee.

Failure to timely and fully comply with each of the requirements in the applicable procedure shall, in the absolute discretion of the Director of Procurement, result in a waiver of the protest (collectively, a “**Waiver**”). Any Bidder or Proposer protesting the Procurement process or any award of a Contract thereunder is referred to in this Rule as a “**Protesting Party.**”

**SECTION 6.4.1:**

**THE PROCEDURE SET FORTH IN THIS SECTION 6.4.1 SHALL APPLY WHEN: (1) ONLY THE DIRECTOR OF PROCUREMENT IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT, OR (2) WHEN THE DISPUTE RELATES TO AN ISSUE ARISING BEFORE THE PROCUREMENT IS SUBMITTED TO A SOURCE EVALUATION COMMITTEE.**

- 6.4.1 **General.** The following procedure shall apply to all disputes arising from the Procurement process or the award of a Contract thereunder when: (1) only the Director of Procurement is responsible for the recommendation of award of the Contract, or (2) if the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline).
- A. **Step 1 – Director of Procurement.** The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing.** In order to initiate the dispute resolution process, the Protesting Party must file a formal written protest (“**Procurement Protest**”) with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) on the fifth (5th) business day following (i) the posting date of the Director of Procurement’s recommendation of award, or (ii) if there is no recommendation yet made, then following the particular action that the Protesting Party wishes to appeal (e.g., a determination by the Director of Procurement that the bid by the Protesting Party is untimely or does not meet the necessary qualifications and therefore has been rejected). Failure to file the Procurement Protest by this deadline shall result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.
  
2. **Requirement to Notify Person Awarded Contract.** The Protesting Party must also timely furnish a copy of the Procurement Protest to the Person who was recommended to be awarded the Contract (if a recommendation of award had been made) at or before the time the Protesting Party files the Procurement Protest under paragraph 1 above. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.
  
3. **Elements of Procurement Protest.** The Procurement Protest must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  
  - b. a clear, succinct and complete statement of the Protesting Party’s grounds for the Procurement Protest and the request for relief. Any supporting materials must be contained in said statement. No materials may be submitted in furtherance of the Procurement Protest after the timely submittal without the Authority’s approval, and can be disregarded by the Authority in its discretion.
  
  - c. the cash bond referenced in the following paragraph 4.

The Procurement Protest will be the sole basis for the Authority to review said Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either

from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than \$1,000.00. However, the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her absolute discretion for good cause shown, reduce, but in no event to less than \$1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of \$1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.
  
5. **Suspension of Procurement Process.** The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and content requirements set forth above. Such suspension shall continue until the earlier of:
  - a. the resolution of the Procurement Protest;
  - b. the exhaustion of all remedies afforded the Protesting Party under this procedure;
  - c. a determination by the Chief Executive Officer, in his or her absolute discretion (and not subject to any further appeal or review), that the award of the Contract without delay is in the best interest of the Authority; or
  - d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.



6. **Decision by Director of Procurement.** The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.
  7. **Hearing.** The Director of Procurement may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party. Nothing contained will require any such hearing and the Director of Procurement may resolve the Procurement Protest based solely upon the Procurement Protest and such other information as the Director of Procurement may desire or obtain in his/her discretion.
  8. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
  9. **Appeal Right.** The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.1.B** below.
- B. **Step 2 – General Manager.** The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. If at any time the Authority does not have a General Manager, the appeal shall be rendered by such other Senior Officer as designated by the Chief Executive Officer in writing. Any such designation shall only be effective for the particular appeal to which such designation relates and a copy of the written designation shall be filed with the books and records of the Authority. The process by which appeals shall be rendered by the General Manager is as follows:
1. **Procurement Appeal; Deadline for Filing.** If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a formal written appeal (“**Procurement Appeal**”) with the Director of Procurement in accordance with the requirements below. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.1.A(6)**. Failure

to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.

2. **Elements of Procurement Appeal.** The Procurement Appeal must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  - b. a clear explanation of either or both of the following:
    - (i) why the decision reached by the Director of Procurement was incorrect and/or
    - (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.
  - c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.
3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
4. **Hearing.** The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Appeal. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.
5. **Decision by General Manager.** The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.
6. **Final Decision.** The decision rendered by the General Manager shall be final and binding upon the Protesting Party, and shall not be subject to any further appeal.

**SECTION 6.4.2:**

**THE PROCEDURE SET FORTH IN THIS SECTION 6.4.2 SHALL ONLY APPLY IF: (1) A SOURCE EVALUATION COMMITTEE IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT AND (2) THE DISPUTE RELATES TO AN ISSUE ARISING AFTER THE PROCUREMENT IS SUBMITTED TO THE SOURCE EVALUATION COMMITTEE.**

6.4.2 **General.** The following procedure shall apply to all disputes arising from the Procurement process when: (1) a Source Evaluation Committee is responsible for the recommendation of award of the Contract and (2) the dispute relates to an issue arising after the Procurement is submitted to the Source Evaluation Committee. If a dispute relates to a matter that arises before the Procurement has been submitted to the Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline), then, in that case, the dispute shall instead be resolved in accordance with the procedure set forth in **Section 6.4.1.**

A. **Step 1 – Director of Procurement.** The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing.** In order to initiate the dispute resolution process, the Protesting Party must file a Procurement Protest with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the posting date of the Source Evaluation Committee's recommendation of award. Failure to file a Procurement Protest by this deadline will result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.
2. **Requirement to Notify Person Awarded Contract.** The Protesting Party must also mail a copy of the Procurement Protest to the Person who was recommended to be awarded the Contract at or before the time the Protesting Party files the Procurement Protest. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.

3. **Elements of Procurement Protest.** The Procurement Protest must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  - b. a clear statement of the Protesting Party's grounds for the protest and the request for relief.
  - c. the cash bond referenced in the following paragraph 4.

The Procurement Protest must be based solely upon the materials submitted to the Authority for the award and will be the sole basis for the Authority to review the Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than \$1,000.00, **provided, however,** the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her discretion for good cause shown, reduce, but in no event to less than \$1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of \$1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.
5. **Suspension of Procurement Process.** The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and

content requirements set forth above. Such suspension shall continue until the earlier of:

- a. the resolution of the protest;
  - b. the exhaustion of all remedies afforded the Protesting Party under this Procurement Protest Procedure;
  - c. a determination by the Chief Executive Officer in his or her absolute discretion (which will not be subject to any review) that the award of the Contract without delay is reasonably in the best interest of the Authority; or
  - d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.
6. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
7. **Hearing.** The Director of Procurement may, in his/her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. The Director of Procurement may, but it not obligated to, require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Protest as requested by the Director of Procurement, if any; **provided, however,** that the Director of Procurement reserves all rights to make a final determination with respect to the Procurement Protest, including if so requested by the Director of Procurement a “rescoring” or “reranking” by the Source Evaluation Committee. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party.
8. **Decision by Director of Procurement.** The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.
9. **Appeal Right.** The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.2.B** below.

B. **Step 2 – General Manager.** The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. If at any time the Authority does not have a General Manager, the appeal shall be rendered by such other Senior Officer as designated by the Chief Executive Officer in writing. Any such designation shall only be effective for the particular appeal to which such designation relates and a copy of the written designation shall be filed with the books and records of the Authority. The process by which appeals shall be rendered by the General Manager is as follows:

1. **Procurement Appeal; Deadline for Filing.** If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a Procurement Appeal with the Director of Procurement. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.2.A(6)**. Failure to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.
2. **Elements of Procurement Appeal.** The Procurement Appeal must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  - b. a clear explanation of either or both of the following: (i) why the decision reached by the Director of Procurement was incorrect and/or (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.
  - c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.
3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
4. **Hearing.** The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those

specific matters set forth in the Procurement Appeal. The General Manager may require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Appeal; provided, however, that the General Manager reserves all rights to make a final determination with respect to the Procurement Appeal. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.

5. **Decision by General Manager.** The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.
6. **Final Decision.** The decision rendered by the General Manager shall be final and binding upon the Protesting Party.
7. **Special Rule for when General Manager is a member of the Source Evaluation Committee.** If the General Manager is a member of the Source Evaluation Committee for the Procurement which is the subject of the dispute, the appeal of any decision of the Director of Procurement shall be rendered by the Chief Executive Officer rather than the General Manager. Accordingly, when the General Manager is a member of the Source Evaluation Committee, the term “Chief Executive Officer” shall be substituted for the term “General Manager” wherever it appears in this **Section 6.4.2.B.**

6.4.3 **Status of Awards.** In regard to both **Section 6.4.1** and **6.4.2:**

- A. Nothing contained in this procedure shall afford to any party, including any Protesting Party, any right to receive an award of a Contract from the Authority or any right to protest as to the procedures so followed by the Authority. The process is solely for the benefit of the Authority and, as such, the Authority at all times, shall have the absolute discretion whether or not to dismiss a Procurement Protest and to award a Contract to any party, and to waive any irregularities or issues as to any submittal by the successful party.
- B. The ultimate award by the Authority of a Contract shall not be subject to any further appeal beyond that set forth in this **Section 6.4.** Once the Authority has approved the award of a Contract, that decision will be final and not subject to any further appeal.
- C. Notwithstanding the foregoing, should any party wish to institute a suit thereafter against the Authority, that party will be obligated to post a bond

in favor of the Authority for the amount of the Contract award and will reimburse the Authority for any legal fees and costs it has incurred as a result of said appeal (which will be covered by said bond). In the event any Protesting Party should bring an action against the Authority, the sole remedy available to the Protesting Party, if it is successful, is to recover from the Authority the amount of the cash bond posted by it in the dispute resolution process. The Authority shall have no other liability or obligation whatsoever to said Protesting Party.

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**SECTION 6.5:**

**THE PROVISIONS SET FORTH IN SECTION 6.5 SHALL APPLY TO THE SETTLEMENT OF ALL DISPUTES ARISING FROM CONTRACTS TO WHICH THE AUTHORITY IS A PARTY.**

6.5 **Settlement of Disputes.** The settlement of any and all controversies or claims arising out of or relating to any Contract to which the Authority is a party, or to any breaches thereof (collectively, “**Contract Disputes**”) must be approved by the Governing Board, except as provided in either **6.5.1** or **6.5.2** below:

6.5.1 **Settlements of Contract Disputes involving Minor Contracts (i.e., Contracts of \$150,000 or less).** The Chief Executive Officer is authorized to settle any Contract Dispute without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- A. The Contract which is the subject of the Contract Dispute is a Minor Contract; and
- B. The sum of (a) the settlement amount (when such amount is totaled with all other claims or judgments paid by the Authority arising out of the same incident or occurrence) and (b) the value of the Contract does not exceed \$150,000.

6.5.2 **Settlements of Contract Disputes if Timing is an Issue.** The Authority’s Chief Executive Officer is authorized to settle any Contract Dispute without first obtaining the approval of the Governing Board, irrespective of whether the Contract Dispute involves a Minor Contract or a Major Contract, and irrespective of the amount of the settlement, if each of the following two conditions is met:

- A. The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and
- B. The Chairman of the Governing Board has first consented to the specific settlement.

6.5.3 **Notification of Governing Board.** The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either **Section 6.5.1** or **6.5.2** at its first Board meeting following the settlement. In the case of settlements under **Section 6.5.2** above, notice will be given to the Governing Board as soon as practicable but in any event within ten (10) business days. Failure to timely provide notice to the Governing Board shall not affect the settlement.

6.5.4 **Delegation of Authority.** The Chief Executive Officer may delegate his or her authority to settle a Contract Dispute to any Senior Officer except, in the case of a

settlement pursuant to **Section 6.5.2**, as otherwise directed by the Chairman of the Governing Board. Any such delegation shall be effective for the particular Contract Dispute to which such delegation relates and a copy of the written delegation shall be filed with the books and records of the Authority.

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**SECTION 6.6:**

**THE PROVISIONS SET FORTH IN SECTION 6.6 (INCLUDING SECTION 6.6.1 – 6.6.3) SHALL APPLY TO ALL DISPUTES (OTHER THAN THOSE ADDRESSED BY SECTION 6.5), INCLUDING THOSE INVOLVING WORKERS' COMPENSATION AND TORTS.**

6.6 **Settlement of Disputes.** The settlement of any dispute, claim or controversy involving the Authority (other than those addressed by **Section 6.5**), including those that arise from or that relate to torts and workers' compensation, must be approved by the Governing Board, except as provided in either **Section 6.6.1**, **6.6.2** or **6.6.3** below:

6.6.1 **Settlements up to Settlement Cap (as defined below).** The Chief Executive Officer is authorized to settle any dispute, claim or controversy (other than those addressed by **Section 6.5**) without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- A. The settlement amount does not exceed \$200,000 for any dispute, claim or controversy by one person or \$300,000 for all disputes, claims or controversies arising out of the same incident or occurrence (the "**Settlement Cap**"); and
- B. The settlement amount is within the budget line item for settlements or is covered by third-party insurance. The Settlement Cap is based upon the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. To the extent that Section 768.28, Florida Statutes, is amended to increase or decrease the limited waiver of sovereign immunity, the Settlement Cap shall be equal to such increased or decreased amount.

6.6.2 **Settlements in Excess of Settlement Cap Covered by Insurance.** If a dispute, claim or controversy is covered by third-party insurance, the Chief Executive Officer is authorized to settle such dispute, claim or controversy (other than those addressed by **Section 6.5**) in excess of the Settlement Cap without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- A. The settlement amount in excess of the Settlement Cap is fully paid for by third-party insurance; and
- B. The portion of the settlement amount up to the Settlement Cap is within the budget line item for settlements or, to the extent not within the budget line item for settlements, is fully paid for by third-party insurance.

For the avoidance of doubt, when used in this **Section 6.6**, the term "third-party insurance" does not include self-insurance. Nothing in this **Section 6.6** is intended to require that the Authority to purchase third-party insurance.

6.6.3 **Settlements Not Covered by Insurance In Excess of Settlement Cap with Chairman Consent.** The Chief Executive Officer is authorized to settle any dispute, claim or controversy (other than those addressed by **Section 6.5**) not covered by third-party insurance in excess of the Settlement Cap without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- A. The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and
- B. The Chairman of the Governing Board has first consented to the specific settlement.

6.6.4 **Notification of Governing Board.** The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either **Section 6.6.1**, **6.6.2** or **6.6.3** above at its first Board meeting following the settlement. In regard to any settlement in excess of the Settlement Cap, notice must also be given to the Governing Board as soon as practicable but in any event within ten (10) business days following the effective date of the settlement. Failure to timely provide notice to the Governing Board shall not affect the settlement.

6.6.5 **Delegation of Authority.**

- A. The Chief Executive Officer may delegate his or her authority to settle a dispute, claim or controversy pursuant to this **Section 6.6** to the following permitted delegees; provided that, with respect to any delegee, the maximum settlement amount that may be delegated to such delegee may not exceed the maximum settlement amount set forth opposite the title of such delegee:

<b><u>Permitted Delegee</u></b>	<b><u>Maximum Settlement Amount</u></b>
General Manager	Not to exceed \$100,000
Director of Risk Management	Not to exceed \$50,000
Third-Party Administrator retained by Authority	Not to exceed \$3,000

- B. Any delegation by the Chief Executive Officer pursuant to this **Section 6.6.5** shall be in writing and a copy of such delegation shall be filed with the books and records of the Authority. The Chief Executive Officer may issue a “blanket delegation” pursuant to this **Section 6.6.5** such that the delegation is not limited to a single dispute, claim or controversy.

I hereby certify that the foregoing Administrative Rule 6 was adopted by the Governing Board of the Authority at its duly called meeting on July 28, 2010, and was further amended by the Governing Board of the Authority at its duly called meetings on March 22, 2012 and May 13, 2015.

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Deborah Morrow, Assistant Secretary

## ADMINISTRATIVE RULE 6

**SUBJECT: DISPUTE RESOLUTION**

**EFFECTIVE DATE:** ~~March 22, 2012~~ May 13, 2015<sup>1</sup>

### SCOPE:

This Administrative Rule sets forth the processes by which the Authority resolves disputes involving its procurement process, its contracts for the purchase and/or sale of goods, supplies, services or other materials, and other claims, generally, which would include for example claims against the Authority related to torts and workers compensation, which may or may not involve litigation.

### AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

### RULE 6: Dispute Resolution

- 6.1 **Purpose of Rule.** The Governing Board has established this Administrative Rule for the following purposes:
- A. To set forth procedures for the resolution of disputes related to the Authority's Procurement process;
  - B. To set forth procedures for the resolution of disputes related to Contracts to which the Authority is a party; and
  - C. To set forth rules that apply to all other disputes involving the Authority, including tort claims and workers' compensation claims.
- 6.2 **Application.** The provisions of **Section 6.3** shall apply to all disputes. All disputes that relate to the Authority's Procurement process shall be resolved in accordance with the applicable process set forth in **Section 6.4**. All disputes that relate to Contracts with the Authority shall be resolved in accordance with the process set forth in **Section 6.5**. The provisions of **Section 6.6** shall apply to the settlement of all claims (other than those addressed by **Section 6.5**), including those involving workers' compensation and tort claims.
- 6.3 **General Provisions Applicable to All Disputes.** The following provisions shall apply to all disputes, regardless of whether such disputes relate to the Authority's Procurement process, Contracts with the Authority, or any other claims:

<sup>1</sup> This ~~new~~ Administrative Rule was adopted by the Governing Board at its meeting held on July 28, 2010. ~~It removes from Administrative Rule 4 any dispute resolution materials and expands such materials to include other dispute resolution areas. This Administrative Rule 6 was further~~ 2010 and was amended by the Governing Board at its ~~meeting~~ meetings held on March 22, ~~2012-2012 and~~ May 13, 2015.

6.3.1 **No Waiver of Sovereign Immunity.** Pursuant to Florida Statutes § 768.28, the State of Florida, for itself and for its agencies and subdivisions, has agreed to waive sovereign immunity for torts, but only to the extent specified therein. No provision of any Contract nor any provision of these Administrative Rules shall be interpreted to constitute a waiver by the Authority of the benefits afforded to it by sovereign immunity beyond the specific amounts waived by Florida Statutes § 768.28.

6.3.2 **Federal Transit Administration.**

- A. **FTA Notification.** The Authority shall notify the FTA of all disputes arising from the Procurement process and all Contract Disputes, which, in either case, involve the expenditure of Federal funds, and shall keep the FTA apprised of the status of same.
- B. **FTA Review.** Under certain circumstances the FTA will review a Procurement dispute or Contract Dispute that involves a Procurement made with Federal funds, however, such review is limited to determining whether the Authority has failed to follow its protest procedures.

6.3.3 **Arbitration or Judicial Action.** With respect to any dispute involving the Procurement process or Contracts to which the Authority is a party, each Bidder, Proposer, and Contractor, as applicable, agrees that, with respect to any such dispute, the Authority shall have the sole discretion to determine whether the parties should first attempt to resolve said dispute by mediation. Each Bidder, Proposer, and Contract, as applicable, further agrees that should the Authority not elect to first attempt to resolve the dispute by mediation, or should mediation be unsuccessful, the Authority shall have the sole discretion to determine whether said dispute should be resolved by either a court of law or by binding arbitration. In that regard the following provisions shall apply:

- A. **Mediation.** If the Authority decides that the parties to a dispute should first attempt to resolve the dispute by mediation, then the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, judicial action or some other dispute resolution procedure. Any such mediation shall be held in Orange County, Florida.
- B. **Arbitration.** If the Authority decides that a dispute should be resolved by arbitration, then arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida.

C. **Judicial Action.** If the Authority decides that a dispute should be resolved in a court of law, then the following provisions shall be applicable:

(i) **Jurisdiction and Venue.** Any action, suit or proceeding arising in connection with the dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(ii) **JURY TRIAL WAIVER. THE AUTHORITY, ON ONE HAND, AND THE BIDDER, PROPOSER OR CONTRACTOR, AS APPLICABLE, ON THE OTHER, EACH AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL THEN OR THEREAFTER EXIST WITH REGARD TO THE CONTROVERSY OR CLAIM, OR ANY COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THE FOREGOING WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

With respect to this subsection, it is subject to the specific provisions of **Section 6.3.6** below, and nothing contained herein shall grant to any party any rights with respect to any protest which may be filed under **Section 6.4** below.

6.3.4 **Director of Procurement.** All notices and other communications which are required to be filed with the Director of Procurement pursuant to this Rule 6 shall be in writing and shall be sent to the Director of Procurement at the following address:

LYNX Central Station  
Procurement Department  
455 North Garland Avenue  
Orlando, Florida 32801  
Attention: Director of Procurement

6.3.5 **Severability.** If any portion of this Rule 6 is determined to be invalid or unenforceable, the balance of this Rule 6 shall remain in effect.

6.3.6 **Status of Protest with Respect to Procurement Protest.** Nothing contained in any procurement dispute resolution procedure, including the provisions under **Section 6.4**, shall grant any Protesting Party any right as to that procedure (including any right to file a Procurement Protest or, if filed, any right with respect to the processing of that Procurement Protest by the Authority) including any right to enter into a Contract with the Authority. Rather, the right to protest any action



of the Authority under **Section 6.4**, or under any component thereof, including before the SEC or the Director of Procurement, shall be a matter of privilege, as any protest shall solely be for the benefit of the Authority. The resolution of any protest shall be solely within the discretion of the Authority, including within the discretion of those individuals or entities designated herein for hearing and resolving any protest, and any decision by the Authority shall be final and binding and not subject to any further appeal or protest. Any party submitting any proposal with the Authority shall specifically by virtue of filing any such proposal expressly agree to the provisions of this Section.

- 6.3.7 **Contact with Authority/No Solicitation or Contact During Procurement Dispute Process.** All prohibitions with respect to contact with Members and Officers of the Authority pursuant to **Section 4.7** of Administrative Rule 4 shall remain in effect until the resolution of the protest or the exhaustion afforded the Protesting Party under **Section 6.4** hereof.

**[Remainder of page intentionally left blank.]**

**SECTION 6.4:**

**THE PROCEDURES SET FORTH IN SECTION 6.4 (INCLUDING SECTION 6.4.1 & 6.4.2) SHALL APPLY TO ALL DISPUTES ARISING FROM THE PROCUREMENT PROCESS.**

6.4 **Disputes Involving Procurement Process – Applicable Procedure.** All disputes that arise from the Procurement process shall be resolved in accordance with one of the two procedures set forth in either **Section 6.4.1** or **Section 6.4.2**. The procedure set forth in **Section 6.4.1** shall apply when only the Director of Procurement is responsible for the recommendation of award of a Contract or when the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee. The procedure set forth in **Section 6.4.2** shall apply when only a Source Evaluation Committee is responsible for the recommendation of award of a Contract and the dispute relates to an issue arising after the Procurement is submitted to a Source Evaluation Committee.

Failure to timely and fully comply with each of the requirements in the applicable procedure shall, in the absolute discretion of the Director of Procurement, result in a waiver of the protest (collectively, a “**Waiver**”). Any Bidder or Proposer protesting the Procurement process or any award of a Contract thereunder is referred to in this Rule as a “**Protesting Party**.”

**SECTION 6.4.1:**

**THE PROCEDURE SET FORTH IN THIS SECTION 6.4.1 SHALL APPLY WHEN: (1) ONLY THE DIRECTOR OF PROCUREMENT IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT, OR (2) WHEN THE DISPUTE RELATES TO AN ISSUE ARISING BEFORE THE PROCUREMENT IS SUBMITTED TO A SOURCE EVALUATION COMMITTEE.**

6.4.1 **General.** The following procedure shall apply to all disputes arising from the Procurement process or the award of a Contract thereunder when: (1) only the Director of Procurement is responsible for the recommendation of award of the Contract, or (2) if the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline).

A. **Step 1 – Director of Procurement.** The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing.** In order to initiate the dispute resolution process, the Protesting Party must file a formal written protest (“**Procurement Protest**”) with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) on the fifth (5th) business day following (i) the posting date of the Director of Procurement’s recommendation of award, or (ii) if there is no recommendation yet made, then following the particular action that the Protesting Party wishes to appeal (e.g., a determination by the Director of Procurement that the bid by the Protesting Party is untimely or does not meet the necessary qualifications and therefore has been rejected). Failure to file the Procurement Protest by this deadline shall result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.
  
2. **Requirement to Notify Person Awarded Contract.** The Protesting Party must also timely furnish a copy of the Procurement Protest to the Person who was recommended to be awarded the Contract (if a recommendation of award had been made) at or before the time the Protesting Party files the Procurement Protest under paragraph 1 above. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.
  
3. **Elements of Procurement Protest.** The Procurement Protest must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  
  - b. a clear, succinct and complete statement of the Protesting Party’s grounds for the Procurement Protest and the request for relief. Any supporting materials must be contained in said statement. No materials may be submitted in furtherance of the Procurement Protest after the timely submittal without the Authority’s approval, and can be disregarded by the Authority in its discretion.
  
  - c. the cash bond referenced in the following paragraph 4.

The Procurement Protest will be the sole basis for the Authority to review said Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either

from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than \$1,000.00. However, the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her absolute discretion for good cause shown, reduce, but in no event to less than \$1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of \$1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.
  
5. **Suspension of Procurement Process.** The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and content requirements set forth above. Such suspension shall continue until the earlier of:
  - a. the resolution of the Procurement Protest;
  - b. the exhaustion of all remedies afforded the Protesting Party under this procedure;
  - c. a determination by the Chief Executive Officer, in his or her absolute discretion (and not subject to any further appeal or review), that the award of the Contract without delay is in the best interest of the Authority; or
  - d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.

6. **Decision by Director of Procurement.** The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.
7. **Hearing.** The Director of Procurement may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party. Nothing contained will require any such hearing and the Director of Procurement may resolve the Procurement Protest based solely upon the Procurement Protest and such other information as the Director of Procurement may desire or obtain in his/her discretion.
8. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
9. **Appeal Right.** The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.1.B** below.

B. **Step 2 – General Manager.** The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. If at any time the Authority does not have a General Manager, the appeal shall be rendered by such other Senior Officer as designated by the Chief Executive Officer in writing. Any such designation shall only be effective for the particular appeal to which such designation relates and a copy of the written designation shall be filed with the books and records of the Authority. The process by which appeals shall be rendered by the General Manager is as follows:

1. **Procurement Appeal; Deadline for Filing.** If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a formal written appeal (“**Procurement Appeal**”) with the Director of Procurement in accordance with the requirements below. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.1.A(6)**. Failure

to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.

2. **Elements of Procurement Appeal.** The Procurement Appeal must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  - b. a clear explanation of either or both of the following: (i) why the decision reached by the Director of Procurement was incorrect and/or (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.
  - c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.
3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
4. **Hearing.** The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Appeal. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.
5. **Decision by General Manager.** The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.
6. **Final Decision.** The decision rendered by the General Manager shall be final and binding upon the Protesting Party, and shall not be subject to any further appeal.

**SECTION 6.4.2:**

**THE PROCEDURE SET FORTH IN THIS SECTION 6.4.2 SHALL ONLY APPLY IF: (1) A SOURCE EVALUATION COMMITTEE IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT AND (2) THE DISPUTE RELATES TO AN ISSUE ARISING AFTER THE PROCUREMENT IS SUBMITTED TO THE SOURCE EVALUATION COMMITTEE.**

6.4.2 **General.** The following procedure shall apply to all disputes arising from the Procurement process when: (1) a Source Evaluation Committee is responsible for the recommendation of award of the Contract and (2) the dispute relates to an issue arising after the Procurement is submitted to the Source Evaluation Committee. If a dispute relates to a matter that arises before the Procurement has been submitted to the Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline), then, in that case, the dispute shall instead be resolved in accordance with the procedure set forth in **Section 6.4.1.**

A. **Step 1 – Director of Procurement.** The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing.** In order to initiate the dispute resolution process, the Protesting Party must file a Procurement Protest with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the posting date of the Source Evaluation Committee’s recommendation of award. Failure to file a Procurement Protest by this deadline will result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.

2. **Requirement to Notify Person Awarded Contract.** The Protesting Party must also mail a copy of the Procurement Protest to the Person who was recommended to be awarded the Contract at or before the time the Protesting Party files the Procurement Protest. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.

3. **Elements of Procurement Protest.** The Procurement Protest must include the following elements:
  - a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
  - b. a clear statement of the Protesting Party's grounds for the protest and the request for relief.
  - c. the cash bond referenced in the following paragraph 4.

The Procurement Protest must be based solely upon the materials submitted to the Authority for the award and will be the sole basis for the Authority to review the Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than \$1,000.00, **provided, however**, the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her discretion for good cause shown, reduce, but in no event to less than \$1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of \$1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.
5. **Suspension of Procurement Process.** The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and



content requirements set forth above. Such suspension shall continue until the earlier of:

- a. the resolution of the protest;
  - b. the exhaustion of all remedies afforded the Protesting Party under this Procurement Protest Procedure;
  - c. a determination by the Chief Executive Officer in his or her absolute discretion (which will not be subject to any review) that the award of the Contract without delay is reasonably in the best interest of the Authority; or
  - d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.
6. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.
7. **Hearing.** The Director of Procurement may, in his/her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. The Director of Procurement may, but is not obligated to, require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Protest as requested by the Director of Procurement, if any; **provided, however,** that the Director of Procurement reserves all rights to make a final determination with respect to the Procurement Protest, including if so requested by the Director of Procurement a “rescoring” or “reranking” by the Source Evaluation Committee. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party.
8. **Decision by Director of Procurement.** The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.

9. **Appeal Right.** The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.2.B** below.

B. **Step 2 – General Manager.** The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. If at any time the Authority does not have a General Manager, the appeal shall be rendered by such other Senior Officer as designated by the Chief Executive Officer in writing. Any such designation shall only be effective for the particular appeal to which such designation relates and a copy of the written designation shall be filed with the books and records of the Authority. The process by which appeals shall be rendered by the General Manager is as follows:

1. **Procurement Appeal; Deadline for Filing.** If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a Procurement Appeal with the Director of Procurement. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.2.A(6)**. Failure to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.

2. **Elements of Procurement Appeal.** The Procurement Appeal must include the following elements:

- a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and
- b. a clear explanation of either or both of the following: (i) why the decision reached by the Director of Procurement was incorrect and/or (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.
- c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.

3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.

4. **Hearing.** The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Appeal. The General Manager may require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Appeal; provided, however, that the General Manager reserves all rights to make a final determination with respect to the Procurement Appeal. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.
5. **Decision by General Manager.** The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.
6. **Final Decision.** The decision rendered by the General Manager shall be final and binding upon the Protesting Party.
7. **Special Rule for when General Manager is a member of the Source Evaluation Committee.** If the General Manager is a member of the Source Evaluation Committee for the Procurement which is the subject of the dispute, the appeal of any decision of the Director of Procurement shall be rendered by the Chief Executive Officer rather than the General Manager. Accordingly, when the General Manager is a member of the Source Evaluation Committee, the term “Chief Executive Officer” shall be substituted for the term “General Manager” wherever it appears in this **Section 6.4.2.B.**

6.4.3 **Status of Awards.** In regard to both **Section 6.4.1** and **6.4.2**:

- A. Nothing contained in this procedure shall afford to any party, including any Protesting Party, any right to receive an award of a Contract from the Authority or any right to protest as to the procedures so followed by the Authority. The process is solely for the benefit of the Authority and, as such, the Authority at all times, shall have the absolute discretion whether or not to dismiss a Procurement Protest and to award a Contract to any party, and to waive any irregularities or issues as to any submittal by the successful party.
- B. The ultimate award by the Authority of a Contract shall not be subject to any further appeal beyond that set forth in this **Section 6.4** ~~[and shall constitute a determination by the Authority of a determination that any Procurement Protest is without merit]-6.4.~~ Once the Authority has

approved the award of a Contract, that decision will be final and not subject to any further appeal.

- C. Notwithstanding the foregoing, should any party wish to institute a suit thereafter against the Authority, that party will be obligated to post a bond in favor of the Authority for the amount of the Contract award and will reimburse the Authority for any legal fees and costs it has incurred as a result of said appeal (which will be covered by said bond). In the event any Protesting Party should bring an action against the Authority, the sole remedy available to the Protesting Party, if it is successful, is to recover from the Authority the amount of the cash bond posted by it in the dispute resolution process. The Authority shall have no other liability or obligation whatsoever to said Protesting Party.

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**SECTION 6.5:**

~~THE PROCEDURE~~ **THE PROVISIONS** SET FORTH IN SECTION 6.5 (~~INCLUDING SECTION 6.5.1—6.5.4~~) SHALL APPLY TO THE SETTLEMENT OF ALL DISPUTES ARISING FROM CONTRACTS TO WHICH THE AUTHORITY IS A PARTY.

6.5 ~~Disputes Involving Contracts to Which the Authority is a Party.~~ **Any Settlement of Disputes.** The settlement of any and all controversies or claims arising out of or relating to any Contract to which the Authority is a party, or to any breaches thereof (collectively, “**Contract Disputes**”) ~~shall be resolved in accordance with the procedure set forth below, except as otherwise expressly provided to the contrary in a particular Contract. Failure to comply with each of the requirements in the applicable procedure shall result in a Waiver by the Contractor involved in the Contract Dispute.~~ must be approved by the Governing Board, except as provided in either 6.5.1 or 6.5.2 below:

6.5.1 ~~Step 1—Director of Procurement.~~ **Step 1—Director of Procurement.** ~~The initial arbiter of any Contract Dispute shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:~~

A. ~~Delivery of Written Notice; Waiver.~~ **Delivery of Written Notice; Waiver.** ~~The Contractor must deliver written notice (in accordance with the provisions below) of a Contract Dispute to the Director of Procurement promptly upon first obtaining actual knowledge of the dispute. Failure to promptly file written notice shall result in a Waiver by the Contractor.~~

B. ~~Content of Written Notice.~~ **Content of Written Notice.** ~~The written notice referred to above must contain the following elements:~~

1. ~~an identification of the Contract involved and an identification of all of the parties thereto; and~~
2. ~~a clear description of the Contract Dispute (including a reference to the contractual provisions on which the Contractor is relying) and the remedy sought.~~

C. ~~Hearing.~~ **Hearing.** ~~The Director of Procurement may, in his or her sole discretion, elect to conduct a hearing at which the Contractor will be invited to present evidence to support his, her or its position. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Chief Executive Officer. Failure by the Contractor to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party.~~

D. ~~Decision by Director of Procurement.~~ **Decision by Director of Procurement.** ~~Within fifteen (15) business days of receiving written notice of a Contract Dispute, which complies with the requirements above, the Director of Procurement shall render a written decision as to the matters in dispute. In the event a hearing is held, the~~

~~aforementioned deadline shall be tolled until ten (10) days following the conclusion of the hearing.~~

E. ~~**Appeal Right.** The decision rendered by the Director of Procurement shall final and binding on the Contractor, unless it is appealed in accordance with **Section 6.5.2** below.~~

6.5.2 ~~**Step 2—General Manager.** The appeal of any decision of the Source Evaluation Committee shall be rendered by the General Manager. The process by which appeals shall be rendered by the General Manager is as follows:~~

A. ~~**Contract Appeal; Deadline for Filing.** If the Contractor desires to appeal the decision of the Director of Procurement, the Contractor must file a formal written appeal (“**Contract Appeal**”) with the Director of Procurement. The Contract Appeal must be filed before 5:00 p.m. (local time) of the fifteenth (15<sup>th</sup>) business day following the date the Director of Procurement renders its decision in accordance with **Section 6.5.1.D**. Failure to file a Contract Appeal by this deadline will result in a Waiver by the Contractor.~~

B. ~~**Elements of Contract Appeal.** The Contract Appeal must include the following elements:~~

- a. ~~an identification of the Contract involved and an identification of all of the parties thereto; and~~
- b. ~~a clear explanation why the decision reached by the Director of Procurement was incorrect.~~

C. ~~**Hearing.** The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Contractor may present evidence to support his, her or its position. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Chief Executive Officer. Failure by the Contractor to attend and participate in any hearing required by the General Manager will result in a Waiver by the Contractor.~~

D. ~~**Decision by General Manager.** Within thirty (30) days of receiving a Contract Appeal, satisfying the filing and content requirements set forth above, the General Manager shall render a written decision as to the matters set forth in the Contract Appeal. In the event a hearing is held, the aforementioned deadline shall be tolled until ten (10) days following the conclusion of the hearing.~~

E. ~~**Final Decision.** The decision rendered by the General Manager shall be final and binding upon the Contractor.~~

~~SECTION 6.5.3:-~~

~~THE PROVISIONS SET FORTH IN SECTION 6.5.3 SHALL APPLY TO ALL SETTLEMENTS OF CONTRACT DISPUTES.~~

~~6.5.3 Settlement of Disputes. The settlement of any Contract Dispute must be approved by the Governing Board, except as provided in either A, B or C below:~~

~~6.5.1 A. Settlements of Contract Disputes involving Minor Contracts (i.e., Contracts of \$150,000 or less). The Chief Executive Officer or General Manager, if designated by the Chief Executive Officer, is authorized to settle any dispute, claim or controversy~~ Contract Dispute without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- ~~A. 1.~~ The Contract which is the subject of the Contract Dispute is a Minor Contract; and
- ~~B. 2.~~ The sum of (a) the settlement amount (when such amount is totaled with all other claims or judgments paid by the Authority arising out of the same incident or occurrence) and (b) the value of the Contract does not exceed \$150,000.

~~6.5.2 B. Settlements of Contract Disputes if Timing is an Issue. The Authority's Chief Executive Officer is authorized to settle any dispute, claim or controversy~~ Contract Dispute without first obtaining the approval of the Governing Board, irrespective of whether the ~~dispute, claim or controversy~~ Contract Dispute involves a Minor Contract or a Major Contract, and irrespective of the amount of the settlement, if each of the following two conditions is met:

- ~~A. 1.~~ The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and
- ~~B. 2.~~ The Chairman of the Governing Board has first consented to the specific settlement.

~~6.5.3 6.5.4 Notification of Governing Board. The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either Section 6.5.3-A6.5.1 or B6.5.2 at its first Board meeting following the settlement; then in~~ In the case of settlements under ~~Section B6.5.2~~ above, notice will be given to the Governing Board as soon as practicable but in any event within ten (10) business days. Failure to timely provide notice to the Governing Board shall not affect the settlement.

6.5.4 Delegation of Authority. The Chief Executive Officer may delegate his or her authority to settle a Contract Dispute to any Senior Officer except, in the case of a settlement pursuant to **Section 6.5.2**, as otherwise directed by the Chairman of the Governing Board. Any such delegation shall be effective for the particular Contract Dispute to which such delegation relates and a copy of the written delegation shall be filed with the books and records of the Authority.

**[Remainder of page intentionally left blank]**



**SECTION 6.6:**

**THE PROVISIONS SET FORTH IN SECTION 6.6 (INCLUDING SECTION 6.6.1 – 6.6.3) SHALL APPLY TO ALL DISPUTES (OTHER THAN THOSE ADDRESSED BY SECTION 6.5), INCLUDING THOSE INVOLVING WORKERS' COMPENSATION AND ~~TORT CLAIMS~~TORTS.**

6.6 **Settlement of Disputes.** The settlement of any dispute, claim or controversy involving the Authority (other than those addressed by **Section 6.5**), including those that arise from or that relate to torts and workers' compensation, must be approved by the Governing Board, except as provided in either ~~Section 6.6.1 or 6.6.1~~, **6.6.2** or **6.6.3** below:

6.6.1 ~~Settlements of \$50,000 or Less up to Settlement Cap (as defined below).~~ The Chief Executive Officer, ~~or General Manager if designated by the Chief Executive Officer,~~ is authorized to settle any dispute, claim or controversy (other than those addressed by Section 6.5) without first obtaining the approval of the Governing Board if ~~(a) the settlement amount does not exceed \$50,000, when such amount is totaled with all other claims or judgments paid by the Authority arising out of the same incident or occurrence, and (b) the settlement amount is within the budget line item for settlements.~~ each of the following two conditions is met:

A. The settlement amount does not exceed \$200,000 for any dispute, claim or controversy by one person or \$300,000 for all disputes, claims or controversies arising out of the same incident or occurrence (the "Settlement Cap"); and

B. The settlement amount is within the budget line item for settlements or is covered by third-party insurance. The Settlement Cap is based upon the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. To the extent that Section 768.28, Florida Statutes, is amended to increase or decrease the limited waiver of sovereign immunity, the Settlement Cap shall be equal to such increased or decreased amount.

6.6.2 ~~Settlements over \$50,000. The Authority's~~ **in Excess of Settlement Cap Covered by Insurance.** If a dispute, claim or controversy is covered by third-party insurance, the Chief Executive Officer is authorized to settle ~~any~~ such dispute, claim or controversy (other than those addressed by Section 6.5) in excess of the Settlement Cap without first obtaining the approval of the Governing Board if each of the following two conditions is met:

A. The settlement amount in excess of the Settlement Cap is fully paid for by third-party insurance; and

B. The portion of the settlement amount up to the Settlement Cap is within the budget line item for settlements or, to the extent not within the budget line item for settlements, is fully paid for by third-party insurance.

For the avoidance of doubt, when used in this Section 6.6, the term “third-party insurance” does not include self-insurance. Nothing in this Section 6.6 is intended to require that the Authority to purchase third-party insurance.

6.6.3 Settlements Not Covered by Insurance In Excess of Settlement Cap with Chairman Consent. The Chief Executive Officer is authorized to settle any dispute, claim or controversy (other than those addressed by Section 6.5) not covered by third-party insurance in excess of the Settlement Cap without first obtaining the approval of the Governing Board if each of the following two conditions is met:

- A. The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and
- B. The Chairman of the Governing Board has first consented to the specific settlement.

6.6.4 ~~6.6.3~~ Notification of Governing Board. The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either Section 6.6.1 or 6.6.1, 6.6.2 or 6.6.3 above at its first Board meeting following the settlement. In regard to ~~settlements over \$50,000, notice will~~any settlement in excess of the Settlement Cap, notice must also be given to the Governing Board as soon as practicable but in any event within ten (10) business days—following the effective date of the settlement. Failure to timely provide notice to the Governing Board shall not affect the settlement.

6.6.5 Delegation of Authority.

A. The Chief Executive Officer may delegate his or her authority to settle a dispute, claim or controversy pursuant to this Section 6.6 to the following permitted delegees; provided that, with respect to any delegee, the maximum settlement amount that may be delegated to such delegee may not exceed the maximum settlement amount set forth opposite the title of such delegee:

<u>Permitted Delegee</u>	<u>Maximum Settlement Amount</u>
<u>General Manager</u>	<u>Not to exceed \$100,000</u>
<u>Director of Risk Management</u>	<u>Not to exceed \$50,000</u>
<u>Third-Party Administrator retained by Authority</u>	<u>Not to exceed \$3,000</u>

B. Any delegation by the Chief Executive Officer pursuant to this Section 6.6.5 shall be in writing and a copy of such delegation shall be filed with the books and records of the Authority. The Chief Executive Officer may issue a “blanket delegation” pursuant to this Section 6.6.5 such that the delegation is not limited to a single dispute, claim or controversy.

I hereby certify that the foregoing Administrative Rule 6 was adopted by the Governing Board of the Authority at its duly called meeting on July 28, 2010, and was further amended by the Governing Board of the Authority at its duly called ~~meeting~~meetings on March 22, ~~2012~~2012 and May 13, 2015.

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Deborah ~~Henderson~~Morrow, Assistant Secretary

Document comparison by Workshare Compare on Wednesday, May 06, 2015  
9:39:22 AM

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Description	#29222454v5<Active> - Administrative Rule 6 - Proposed Revisions 2015
Rendering set	Standard

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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	67
Deletions	70
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	147

**Information Item A: Notice of Settlements Provided to Board Pursuant to Administrative Rule 6**

**To:** LYNX Board of Directors

**From:** Susan Black  
GENERAL MANAGER  
**BRENDA HERNANDEZ**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Notice of Settlements Provided to Board Pursuant to Administrative Rule 6

**Date:** 5/13/2015

LYNX General Liability Settlements (10-1-2014 thru 3-31-2015)

<u>Claimant:</u>	<u>Date of Incident:</u>	<u>Short Description:</u>	<u>Settlement Amount:</u>	<u>Date Paid:</u>
Rose Young	9/11/2010	Passenger Injury	\$25,000.00	2/6/2015
Jose Gutierrez	4/5/2011	Vehicular Accident	\$22,500.00	3/19/2015
Janet Randolph	5/17/2011	Vehicular Accident	\$4,500.00	2/26/2015
Joanna Randolph	5/17/2011	Vehicular Accident	\$4,500.00	2/26/2015
Iris Rodriguez	10/27/2011	Vehicular Accident	\$175,000.00	2/3/2015
Randell Davis	6/20/2013	Vehicular Accident	\$1,000.00	2/5/2015
Lisa Collins	9/27/2013	Administrative Claim	\$7,500.00	1/30/2015
Leanne Grover	10/25/2013	Vehicular Accident	\$1,000.00	2/5/2015
Amon Bradley	11/15/2013	Vehicular Accident	\$6,500.00	12/12/2014

# LYNX Board Agenda

Oretha Beckford	12/20/2013	Vehicular Accident	\$7,000.00	12/12/2014
Joshua Kecskes	9/25/2014	Vehicular Accident	\$3,900.00	10/31/2014
Charles Porter	9/9/11; 8/1/14;	Passenger Injury	\$9,000.00	10/23/2014

**Monthly Report A: Financial Reports**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Patricia Bryant  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Monthly Financial Reports - March 31, 2015

**Date:** 5/13/2015

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Please find attached the monthly financial report for the six months ending March 31, 2015. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the six months ending March 31, 2015 reflect total revenue earned in the amount of \$60,830,197 and total expenses incurred in the amount of \$57,165,650 resulting in a net operating profit of \$3,664,548.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$3,445,484 for the six months of the fiscal year.
- Paratransit services resulted in an operating profit of \$219,064 for the six months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are 99% of budgeted amount as of March 31, 2015. Customer fares are 2% lower than the budgeted amount year-to-date.

Advertising revenue is 67% higher than budget for the month of March 2015 and year-to-date is 19% higher than the budgeted amount. Actual revenues through March 31, 2015, for advertising on buses, shelters, and in-kind (trade) transactions are \$776,660, \$338,559 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of March 2015, LYNX locked in eighty-five percent (85%) of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 17% under budget year-to-date. In the month of March LYNX paid an average price of \$1.85 (net) per gallon for diesel fuel and \$2.14 (net) per gallon for bio-diesel, plus fuel hedging losses which is



lower than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of March 2015 was \$2.56 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries and wages are 4% under budget due to various vacancies, and less vacation and holiday pay than anticipated year-to-date. Vehicle repairs and maintenance expenses are 11% under budget year-to-date, while overall materials and supplies expenses are 9% under budget. Legal service expenses are 30% higher than budget year-to-date, however overall other services are 18% less than budget year-to-date. Casualty and liability expenses are 4% higher than budgeted year-to-date. Professional service expenses related to various planning projects remain less than anticipated year-to-date.

**Paratransit Operations:**

The operating profit from Paratransit operations as of March 31, 2015, reflects the continued decrease in Medicaid trips combined with an increase in contract services revenue. The year-to-date cost of unleaded fuel is 4% higher than budgeted. During the month of March 2015, LYNX locked in fifty percent (50%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$2.97 (net) per gallon in the FY2015 budget. LYNX is currently paying \$1.73 (net) per gallon, plus fuel hedging losses. The national unleaded fuel price for the month of March 2015 was \$2.22 (net). An analysis of year-to-date purchased transportation trips and costs follows:

<b>ACCESS LYNX</b>			
<b>FY2015</b>	<b>Trips (Year-to-Date)</b>	<b>Blended Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>245,198</b>	<b>\$29.36</b>	<b>\$7,200,045</b>
<b>Budget (rounding)</b>	<b>256,590</b>	<b>\$28.29</b>	<b>\$7,259,657</b>
<b>Trips / Costs Over (Under) Budget</b>	<b>(11,932)</b>	<b>\$1.07</b>	<b>(\$59,612)</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**March 31, 2015 and 2014**  
(UNAUDITED)

	<b>2015</b>	<b>2014</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 38,082,212	20,573,017
Receivables:		
Local, trade and operating assistance	12,624,260	12,777,858
Federal grants	8,766,932	22,157,572
State grants	7,524,843	9,065,946
Inventory	1,986,324	1,612,656
State fuel tax refund	112,484	44,597
Prepaid expenses and other assets	1,239,943	431,665
Total current assets	70,336,998	66,663,311
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	2,183,670	2,887,935
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	96,541,410	93,789,942
BRT Roadway	6,404,069	-
Revenue vehicles	155,895,258	144,087,515
Furniture, Fixtures & Equipment	37,228,214	32,048,470
Leasehold improvements	110,109	38,699
Total property and equipment	304,750,525	278,536,091
Less: accumulated depreciation	(161,448,093)	(139,437,824)
Construction in progress	10,167,761	18,914,058
Net property and equipment	153,470,193	158,012,325
Other assets	234,450	224,757
Total noncurrent assets	155,888,313	161,125,017
<b>TOTAL ASSETS</b>	<b>226,225,311</b>	<b>227,788,328</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>		
Accumulated decrease in fair value of fuel hedge instrument	828,151	62,919

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**March 31, 2015 and 2014**  
(UNAUDITED)

	<b>2015</b>	<b>2014</b>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 10,054,794	16,660,007
Accrued salaries and related taxes	1,197,005	1,194,536
Accrued compensated absences, current	3,967,050	3,581,399
Accrued self-insurance liability, current	2,103,398	2,128,430
Leases payable, current	-	617,376
Loans payable, current	797,282	781,649
Unearned operating revenue	10,678,339	5,968,432
Unearned capital	3,270,793	2,496,240
Derivative instrument - fuel hedge	828,151	62,919
Total current liabilities	32,896,812	33,490,988
<b>NONCURRENT LIABILITIES:</b>		
Loans payable	813,225	1,610,507
Net OPEB Obligation	1,424,525	1,189,525
Accrued compensated absences, long-term	523,380	510,595
Accrued self-insurance liability, long-term	6,699,104	6,291,109
Total noncurrent liabilities	9,460,234	9,601,736
Total liabilities	42,357,046	43,092,724
<b>DEFERRED INFLOW OF RESOURCES</b>		
Accumulated increase in fair value of fuel hedge instrument	-	-
<b>NET POSITION:</b>		
Invested in capital assets, net of related debt	150,255,582	153,297,039
Restricted	-	91,276
Unrestricted	34,440,834	31,370,208
Total net position	184,696,416	184,758,523
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 227,053,462</b>	<b>\$ 227,851,247</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MARCH 2015 AND THE SIX MONTHS ENDED MARCH 31, 2015**  
**(UNAUDITED)**

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 14,765,454	\$ 14,415,575	98%	\$ 2,460,909	\$ 2,407,313	98%
Contract Services:						
Local Financial Assistance	6,646,114	6,460,170	97%	1,107,686	1,064,036	96%
Other Contractual Services	2,403,182	2,582,921	107%	400,530	327,349	82%
Advertising	952,500	1,130,219	119%	158,750	264,662	167%
Other Operating Income	183,500	255,649	139%	30,583	127,057	415%
Total Operating Revenues	<u>24,950,750</u>	<u>24,844,534</u>	100%	<u>4,158,458</u>	<u>4,190,417</u>	101%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
State of Florida	4,973,873	5,051,642	102%	828,979	841,940	102%
Local	22,896,774	23,032,774	101%	3,820,779	3,826,778	100%
Planning and other assistance grants:						
Federal - Other	7,939,077	6,654,104	84%	1,005,669	1,213,733	121%
State of Florida - Other	1,713,765	1,202,325	70%	583,978	107,510	18%
Local Matching - Other	-	845	N/A	-	79	N/A
Interest Income	25,000	17,424	70%	4,167	2,252	54%
Gain / (Loss) on Sale of Assets	-	26,551	N/A	-	1,003	N/A
Total Nonoperating Revenues	<u>37,548,489</u>	<u>35,985,664</u>	96%	<u>6,243,572</u>	<u>5,993,295</u>	96%
Total Revenues	<u>62,499,240</u>	<u>60,830,197</u>	97%	<u>10,402,030</u>	<u>10,183,712</u>	98%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	22,321,841	21,441,907	96%	3,720,307	3,719,107	100%
Fringe Benefits	13,076,638	11,586,952	89%	2,179,440	1,752,817	80%
Purchased Transportation Services	8,436,767	8,383,359	99%	1,415,428	1,357,917	96%
Fuel	8,054,305	6,937,663	86%	1,342,384	1,151,217	86%
Other Materials and Supplies	3,705,826	3,374,946	91%	617,638	533,506	86%
Professional Services	2,537,050	905,660	36%	422,867	188,073	44%
Other Services	2,831,176	2,269,211	80%	471,838	288,785	61%
Lease and Miscellaneous Expenses	447,166	410,198	92%	74,528	85,098	114%
Casualty and Liability Insurance	892,675	924,041	104%	148,779	82,355	55%
Utilities	719,668	670,635	93%	119,945	108,090	90%
Taxes and Licenses	213,420	244,973	115%	35,570	40,905	115%
Interest Expense	23,921	16,105	67%	3,987	2,684	67%
Total Operating Expenses	<u>63,260,454</u>	<u>57,165,650</u>	90%	<u>10,552,709</u>	<u>9,310,555</u>	88%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (761,214)</u>	<u>\$ 3,664,548</u>	N/A	<u>\$ (150,679)</u>	<u>\$ 873,157</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MARCH 2015 AND THE SIX MONTHS ENDED MARCH 31, 2015**  
**(UNAUDITED)**

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 13,862,724	\$ 13,584,890	98%	\$ 2,322,777	\$ 2,265,793	98%
Contract Services:						
Local Financial Assistance	6,646,114	6,460,170	97%	1,107,686	1,064,036	96%
Other Contractual Services	-	76,199	N/A	-	32,921	N/A
Advertising	952,500	1,130,219	119%	158,750	264,662	167%
Other Operating Income	<u>183,500</u>	<u>255,649</u>	139%	<u>30,583</u>	<u>127,057</u>	415%
Total Operating Revenues	<u>21,644,838</u>	<u>21,507,127</u>	99%	<u>3,619,796</u>	<u>3,754,469</u>	104%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
State of Florida	4,973,873	5,051,642	102%	828,979	841,940	102%
Local	18,423,626	18,559,631	101%	3,075,254	3,081,253	100%
Planning and other assistance grants:						
Federal - Other	6,502,127	5,305,785	82%	712,011	982,943	138%
State of Florida - Other	1,713,765	1,202,325	70%	583,978	107,510	18%
Local Matching - Other	-	845	N/A	-	79	N/A
Interest Income	25,000	17,424	70%	4,167	2,252	54%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>26,551</u>	N/A	<u>-</u>	<u>1,003</u>	N/A
Total Nonoperating Revenues	<u>31,638,391</u>	<u>30,164,202</u>	95%	<u>5,204,389</u>	<u>5,016,980</u>	96%
Total Revenues	<u>53,283,230</u>	<u>51,671,328</u>	97%	<u>8,824,185</u>	<u>8,771,449</u>	99%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	22,107,560	21,263,097	96%	3,684,593	3,682,540	100%
Fringe Benefits	12,937,177	11,490,017	89%	2,156,196	1,739,504	81%
Purchased Transportation Services	1,026,668	1,104,224	108%	180,411	181,732	101%
Fuel	6,877,210	5,715,301	83%	1,146,202	958,671	84%
Other Materials and Supplies	3,694,776	3,373,739	91%	615,796	532,513	86%
Professional Services	2,407,450	853,161	35%	401,267	180,614	45%
Other Services	2,710,514	2,213,770	82%	451,727	344,428	76%
Lease and Miscellaneous Expenses	443,717	409,542	92%	73,953	84,791	115%
Casualty and Liability Insurance	892,675	924,041	104%	148,779	82,355	55%
Utilities	691,755	651,141	94%	115,292	104,609	91%
Taxes and Licenses	196,022	211,706	108%	32,670	35,100	107%
Interest Expense	<u>23,921</u>	<u>16,105</u>	67%	<u>3,987</u>	<u>2,684</u>	67%
Total Operating Expenses	<u>54,009,444</u>	<u>48,225,844</u>	89%	<u>9,010,874</u>	<u>7,929,541</u>	88%
<b>OPERATING GAIN / (LOSS)</b>	\$ <u>(726,214)</u>	\$ <u>3,445,484</u>	N/A	\$ <u>(186,689)</u>	\$ <u>841,908</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MARCH 2015 AND THE SIX MONTHS ENDED MARCH 31, 2015**  
**(UNAUDITED)**

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 902,730	\$ 830,685	92%	\$ 138,132	\$ 141,521	102%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	2,403,182	2,506,722	104%	400,530	294,428	74%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>3,305,912</u>	<u>3,337,407</u>	101%	<u>538,662</u>	<u>435,949</u>	81%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
State of Florida	-	-	N/A	-	-	N/A
Local	4,473,148	4,473,143	100%	745,525	745,525	100%
Planning and other assistance grants:						
Federal - Other	1,436,950	1,348,319	94%	293,658	230,790	79%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>5,910,098</u>	<u>5,821,462</u>	99%	<u>1,039,183</u>	<u>976,315</u>	94%
Total Revenues	<u>9,216,010</u>	<u>9,158,869</u>	99%	<u>1,577,845</u>	<u>1,412,264</u>	90%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	214,282	178,810	83%	35,714	36,567	102%
Fringe Benefits	139,461	96,936	70%	23,244	13,313	57%
Purchased Transportation Services	7,410,099	7,279,134	98%	1,235,017	1,176,185	95%
Fuel	1,177,095	1,222,361	104%	196,183	192,547	98%
Other Materials and Supplies	11,050	1,207	11%	1,842	994	54%
Professional Services	129,600	52,499	41%	21,600	7,459	35%
Other Services	120,662	55,441	46%	20,110	(55,644)	-277%
Lease and Miscellaneous Expenses	3,450	656	19%	575	307	53%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	27,914	19,494	70%	4,652	3,481	75%
Taxes and Licenses	17,399	33,267	191%	2,900	5,805	200%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>9,251,011</u>	<u>8,939,805</u>	97%	<u>1,541,835</u>	<u>1,381,015</u>	90%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (35,001)</u>	<u>\$ 219,064</u>	N/A	<u>\$ 36,010</u>	<u>\$ 31,249</u>	N/A

**Monthly Report B: LYNX American Recovery and Reinvestment Act Project Status Report**

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
DIRECTOR OF PLAN & DEVELOP  
**Belinda Balleras**  
(Technical Contact)  
**Prahallad Vijayvargiya**  
(Technical Contact)  
**Selita Stubbs**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** LYNX American Recovery and Reinvestment Act Project Status Report

**Date:** 5/13/2015

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LYNX staff is working diligently to complete the Design and Acquisition of the Fare Collection Equipment Project approved under this grant.

**Project Activities – On-going Activities:**

*Fare Collection Equipment:*

Trapeze completed the GPS (TripSpark Streets – CAD/AVL Solution) enhancements for the Xerox bus validators in March 2015. Xerox is currently working on completing and testing the software configuration for delivery/testing by LYNX; the estimated testing period is scheduled for mid-May 2015. However, the testing timeframe is contingent upon the successful completion of required software deliverables for Sunrail that are scheduled to be rolled out on May 2, 2015.

Monthly Report C: Ridership Report

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
DIRECTOR OF PLAN & DEVELOP  
**JAMES RODRIGUEZ**  
(Technical Contact)  
**OLANREWAJU ADELEKAN**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Ridership Report February 2015 (Final)

**Date:** 5/13/2015

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**FEBRUARY 2015 HIGHLIGHTS**

**Ridership:**

LYMMO (Orange Line): 387,500. This represents 17.19% increase from Oct 2014 to Feb 2015  
NeighborLink: 75,501. This represents 15.50% increase from Oct 2014 to Feb 2015  
VanPool: 139,956. This represents 11.41% increase from Oct 2014 to Feb 2015

Total system-wide ridership to date for FY/2015 is 12,463,324

**System Changes:**

**Added Services (FY 2013 thru FY 2014)**

Fixed-Route

- **Link 418** – Florida Mall/ Meadow Woods/Medical City
- **Link 62** – LYMMO (Grapefruit Line)
- **Link 505** – Longwood SunRail (*Route has been eliminated*)

NeighborLink

- **Link 632** – Kissimmee NeighborLink
- **Link 651** – Goldsboro NeighborLink
- **Link 652** – Maitland Center NeighborLink

**LYNX Top 10 Routes by Ridership:**

- |              |              |
|--------------|--------------|
| 1. Link 8    | 6. Link 42   |
| 2. Link 107  | 7. Link 50   |
| 3. Link 37   | 8. Link 125  |
| 4. Link 436S | 9. Link 104  |
| 5. Link 21   | 10. Link 106 |



**FEBRUARY 2015 RIDERSHIP HIGHLIGHTS**

**Ridership:**

- Total system-wide ridership in February 2015 is 2,281,015. This represents a decrease of -5.01% over the previous year (February 2014). System-wide cumulative ridership (Oct-Feb) decreased by -1.16%

**System Changes:**

**Added Services (FY 2013 thru FY 2014)**

- **Link 418** – Florida Mall/ Meadow Woods/Medical City
- **Link 505** – Longwood SunRail
- **Link 62** – LYMMO (Grapefruit Line)
- **Link 632** – Kissimmee NeighborLink
- **Link 651** – Goldsboro NeighborLink
- **Link 652** – Maitland NeighborLink

**Eliminated Services**

- **Xpress Link 204** – Clermont Xpress (Lake County) – *Lake County will no longer fund service.*
- **Link 505** – Longwood/Winter Springs (Seminole County) – *FDOT will no longer fund this SunRail feeder service due to low ridership.*

**Adjusted Services**

- Time Points Adjustments
  - ORANGE COUNTY: Link 21, Link 36, Link 104, Link 111, FastLink 418
  - OSCEOLA COUNTY: Link 26, Link 55, Link 57, Link 426
- Major Adjustments
  - SEMINOLE COUNTY: Link 434

**Events Affecting Ridership:**

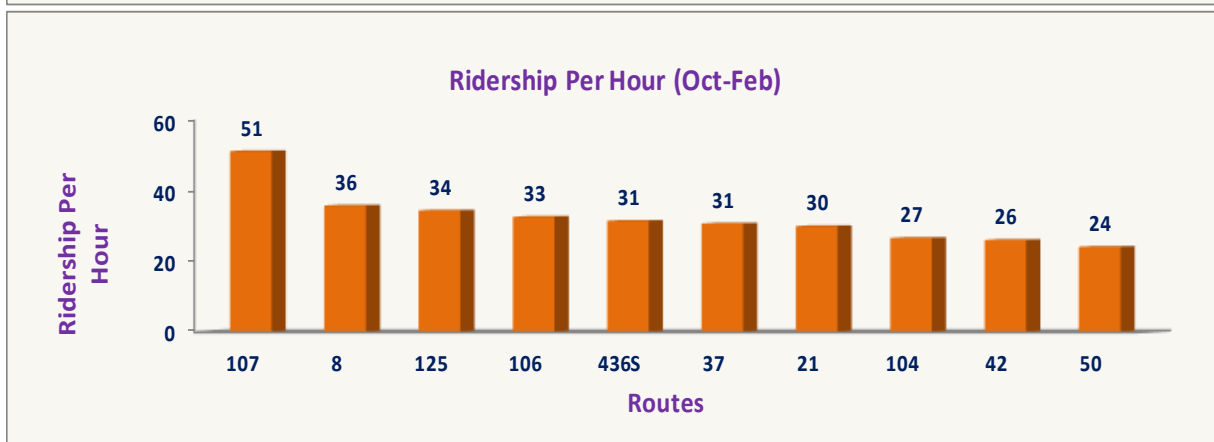
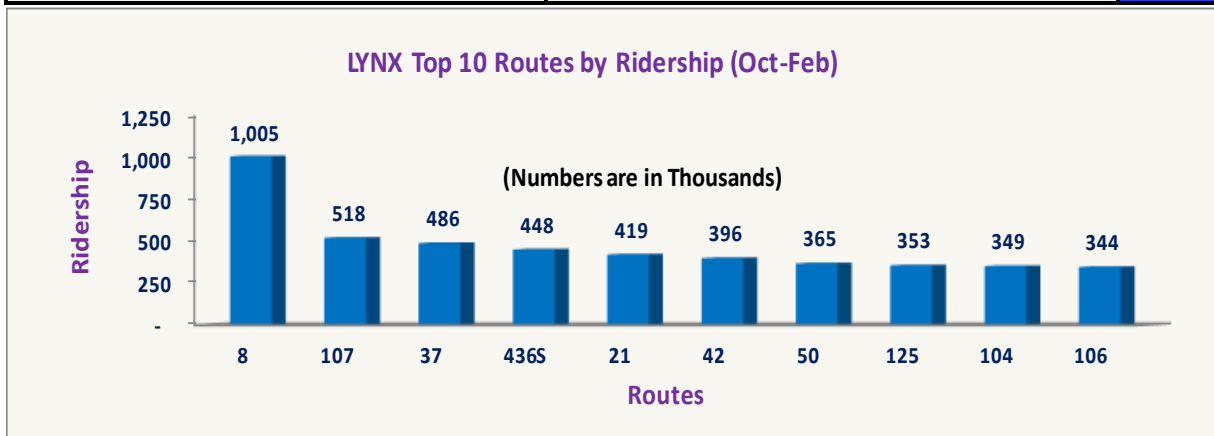
- Monthly Service Days (LYNX operated 28 service days in February)
- Monthly Holidays (Presidents' Day occurred on Monday, February 16, 2015)

Regional Transportation Trends:

LYNX Average Daily Boardings by SunRail Station					
	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15
	23 days	19 days	22 days	21 days	20 days
<b>SunRail Station</b>					
Sanford	83	264	98	91	90
Lake Mary	46	53	39	59	32
Longwood	39	47	29	15	48
Altamonte Springs	114	105	40	105	112
Maitland	12	1	1	1	13
Winter Park	132	54	136	70	60
Florida Hospital/Health Village	140	214	165	226	209
LYNX Central Station					
Church Street Station					
Orlando Health/Amtrak	3	9	63	7	5
Sand Lake	180	187	163	228	209
<b>Total - Monthly Station Activity</b>	<b>748</b>	<b>934</b>	<b>733</b>	<b>802</b>	<b>778</b>

Major Changes in LYNX Ridership:

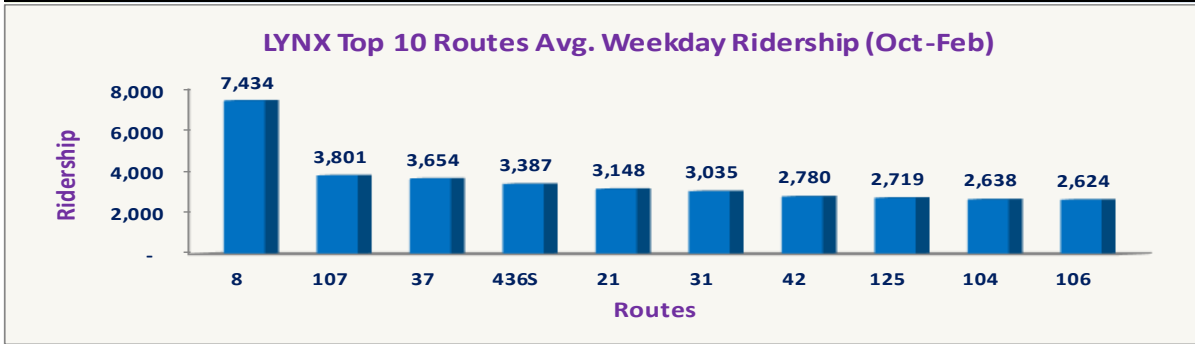
Fy 2015 LYNX TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT-FEB)								
Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	% of Total Ridership
1	8	W. Oak Ridge Rd./Int'l Dr.	224,019	191,706	203,247	201,751	183,857	8.79%
2	107	US 441/Orlando Florida Mall	110,155	101,409	106,024	105,138	95,648	4.54%
3	37	Park Promenade Plaza/Florida Mall	107,827	91,547	98,253	98,297	90,569	4.26%
4	436S	South SR 436	104,763	90,957	85,758	86,313	80,070	3.92%
5	21	Carver Shores/Tangelo Park	92,351	79,746	84,730	84,524	77,194	3.66%
6	42	International Dr./OIA	84,137	79,255	82,290	80,670	69,965	3.47%
7	50	Downtown Orlando/Magic Kingdom	85,872	73,644	75,626	70,369	59,936	3.20%
8	125	Silver Star Rd. Crosstown	81,891	67,308	69,823	69,605	64,764	3.09%
9	104	East Colonial	80,375	67,046	67,860	70,967	62,927	3.06%
10	106	North US 441/Apopka	75,654	65,196	69,819	71,243	61,866	3.01%
<b>CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)</b>			<b>11,427,643</b>					<b>40.99%</b>



**TOP 10 ROUTES REPRESENTS  
41% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP**

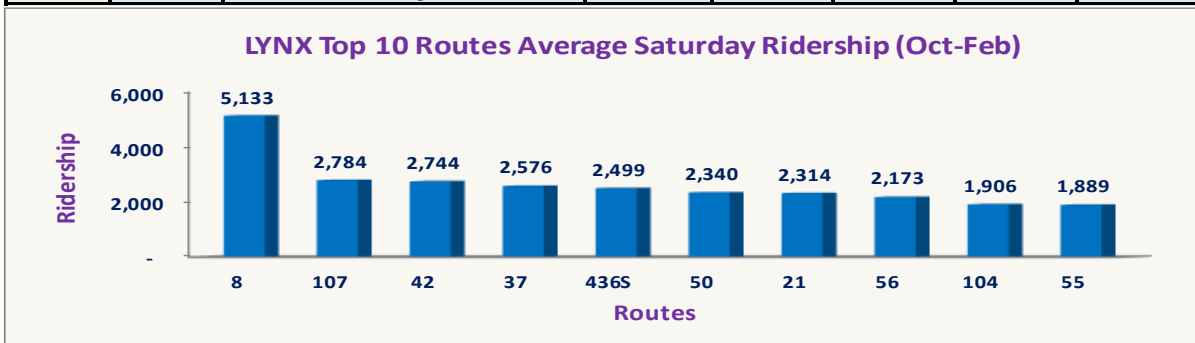
**Fy 2015 LYNX  
TOP 10 FIXED-ROUTES AVERAGE WEEKDAY RIDERSHIP (OCT-FEB)**

Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15
1	8	W. Oak Ridge Rd./Int'l Dr.	8,099	7,275	7,177	7,233	7,387
2	107	US 441/Orlando Florida Mall	3,882	3,824	3,727	3,747	3,825
3	37	Park Promenade Plaza/Florida Mall	3,963	3,555	3,506	3,564	3,681
4	436S	South SR 436	3,850	3,543	3,081	3,139	3,322
5	21	Carver Shores/Tangelo Park	3,332	3,135	3,038	3,072	3,161
6	31	International Dr./OIA	3,229	2,920	2,980	2,746	3,302
7	42	Downtown Orlando/Magic Kingdom	2,869	2,805	2,796	2,740	2,690
8	125	Silver Star Rd. Crosstown	3,058	2,689	2,547	2,579	2,719
9	104	East Colonial	2,944	2,641	2,409	2,603	2,594
10	106	North US 441/Apopka	2,823	2,619	2,547	2,633	2,498



**Fy 2015 LYNX  
TOP 10 FIXED-ROUTES AVERAGE SATURDAY RIDERSHIP (OCT-FEB)**

Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15
1	8	W. Oak Ridge Rd./Int'l Dr.	5,117	5,215	5,322	5,169	4,842
2	107	US 441/Orlando Florida Mall	2,912	2,712	2,903	2,701	2,692
3	42	International Dr./OIA	2,875	2,832	2,731	2,770	2,511
4	37	Park Promenade Plaza/Florida Mall	2,513	2,526	2,661	2,645	2,534
5	436S	South SR 436	2,741	2,500	2,453	2,506	2,293
6	50	Downtown Orlando/Magic Kingdom	2,683	2,361	2,489	2,195	1,975
7	21	Carver Shores/Tangelo Park	2,468	2,126	2,386	2,307	2,282
8	56	West U.S. 192/Magic Kingdom	2,217	2,129	2,321	2,118	2,079
9	104	East Colonial	2,053	1,864	2,027	1,906	1,679
10	55	West U.S. 192/Orange Lake	1,914	1,854	1,971	1,901	1,805



# LYNX Board Agenda

<i>Service Mode</i>	<i>Oct-Feb(FY2014)</i>	<i>Oct-Feb(FY2015)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	330,650	387,500	17.19%
LYMMO (GRAPEFRUIT LINE)	-	187,650	N/A
REGULAR FIXED-ROUTE	11,741,967	11,427,643	-2.68%
NEIGHBORLINK	65,369	75,501	15.50%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>12,137,986</b>	<b>12,078,294</b>	<b>-0.49%</b>
SPECIAL SHUTTLE	18,908	15,323	N/A
EXPRESS LINK 208	-	5,020	N/A
ACCESSLYNX	327,027	224,765	-31.27%
VANPOOL	125,624	139,956	11.41%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>471,559</b>	<b>385,064</b>	<b>-18.34%</b>
<b>TOTAL ALL SERVICES</b>	<b>12,609,545</b>	<b>12,463,358</b>	<b>-1.16%</b>

## Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>February-14</i>	<i>February-15</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,908	3,302	13.57%
	Saturday	1,169	1,395	19.34%
	Sunday	870	2,004	130.41%
LYMMO (GRAPEFRUIT LINE)	Weekday	-	1,266	N/A
	Saturday	-	652	N/A
	Sunday	-	774	N/A
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	91,898	84,973	-7.54%
	Saturday (70 Links)	59,142	58,392	-1.27%
	Sunday (49 Links)	39,328	37,632	-4.31%
EXPRESS LINK 208	Weekday	-	49	N/A
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	2,819	1,832	-35.01%
	Saturday	1,112	896	-19.41%
	Sunday	486	529	8.80%
NEIGHBORLINK	Weekday	573	628	9.59%
	Saturday	383	353	-7.84%
VANPOOL	Weekday	1,208	1,286	6.40%
	Saturday	255	307	20.20%
	Sunday	278	313	12.61%
<b>TOTAL</b> <i>LYNX</i> <i>SERVICES</i>	<b>Weekday</b>	<b>99,405</b>	<b>93,336</b>	<b>-6.11%</b>
	<b>Saturday</b>	<b>62,060</b>	<b>61,993</b>	<b>-0.11%</b>
	<b>Sunday</b>	<b>40,961</b>	<b>41,250</b>	<b>0.71%</b>

**FY 2015 LYNX  
ROUTES AND RIDERSHIP BY COUNTY  
SEMINOLE COUNTY RIDERSHIP BY ROUTES**

FY 2015 RIDERSHIP							FY 2014 RIDERSHIP						
Rte #	Link Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Rte #	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	% Change
1	WINTER PARK/	4,528	4,015	1,934	2,106	1,567	1	4,374	3,056	4,340	2,858	2,046	-15.1%
23	WINTER PARK/SPRING	3,501	2,748	2,578	2,780	2,384	23	3,577	3,067	2,881	2,540	2,387	-3.2%
34	SANFORD/GOLDSBORO	23,294	20,345	20,866	22,290	20,956	34	28,711	24,132	24,874	26,832	28,633	-19.1%
45	LAKE MARY	8,007	6,409	7,019	6,911	6,107	45	1,100	1,296	1,451	1,031	1,342	453.9%
102	ORANGE AVE/SOUTH US	11,183	8,906	9,321	10,247	8,825	102	37,173	33,810	30,934	35,067	35,296	-71.9%
103	NORTH US 17-92	24,724	20,321	19,988	17,794	17,726	103	15,247	13,349	11,052	14,350	15,122	45.5%
434	STATE RD 434	10,178	7,337	7,864	10,532	9,417	434	11,090	8,964	8,329	8,430	9,527	-2.2%
1792	FASTLINK 17-92	485	341	310	700	447	1792	880	590	671	878	760	-39.6%
436N	NORTH S R 436	37,703	34,054	33,400	29,942	27,059	41	53,863	50,996	52,281	48,644	48,241	19.5%
436S	SOUTH S R 436	29,484	25,952	28,285	30,136	27,621	46E	1,819	1,986	1,196	997	734	-93.1%
46E	SR46/MIDWAY	129	75	113	53	97	46W	750	760	1,332	819	821	-85.3%
46W	SR 46/SEMINOLE TOWN	151	85	123	95	204							

**OSCEOLA COUNTY RIDERSHIP BY ROUTES**

Rte #	Link Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Rte #	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	% Change
4	SOUTH US 441/KISSIMMEE	ROUTE WAS SPLIT INTO TWO LINKS (107&108)					4	24,489	23,593	23,785	7,367	-	N/A
10	EAST US 192/ST CLOUD	18,217	15,155	17,091	18,402	16,829	10	31,896	29,070	26,040	21,942	20,118	-33.6%
18	S ORANGE AVE/KISSIMMEE	14,630	11,694	13,213	14,405	12,409	18	14,692	13,875	11,006	13,709	13,301	-0.3%
26	PLEASANT HILL RD	31,153	24,897	26,184	27,540	25,994	26	31,662	28,590	27,358	28,444	27,974	-5.7%
55	WEST US 192/FOUR	27,221	22,217	20,272	18,709	17,669	55	25,547	23,706	24,778	28,652	30,108	-20.1%
56	WEST US 192/MAGIC	31,220	27,366	32,739	36,677	33,261	56	25,863	25,003	26,337	23,934	21,826	31.1%
57	JOHN YOUNG PARKWAY	6,595	5,870	6,445	6,076	5,230	57	9,017	8,135	6,705	5,408	4,836	-11.4%
108	SOUTH US 441/KISSIMMEE	13,865	12,484	13,899	14,817	11,502	108	-	-	-	10,186	14,060	N/A
306	POINCIANA/MAGIC	-	40	86	185	220	306	377	156	111	103	34	-32.0%
426	POINCIANA	2,453	2,131	3,117	2,773	2,570	426	3,912	3,151	4,147	2,801	2,893	-22.8%
416	POINCIANA/HAINES CITY	1,598	1,324	1,086	1,028	1,097	416	301	195	290	111	38	555.9%
441	FASTLINK 441	501	384	560	502	491	441	881	812	932	915	683	-42.3%

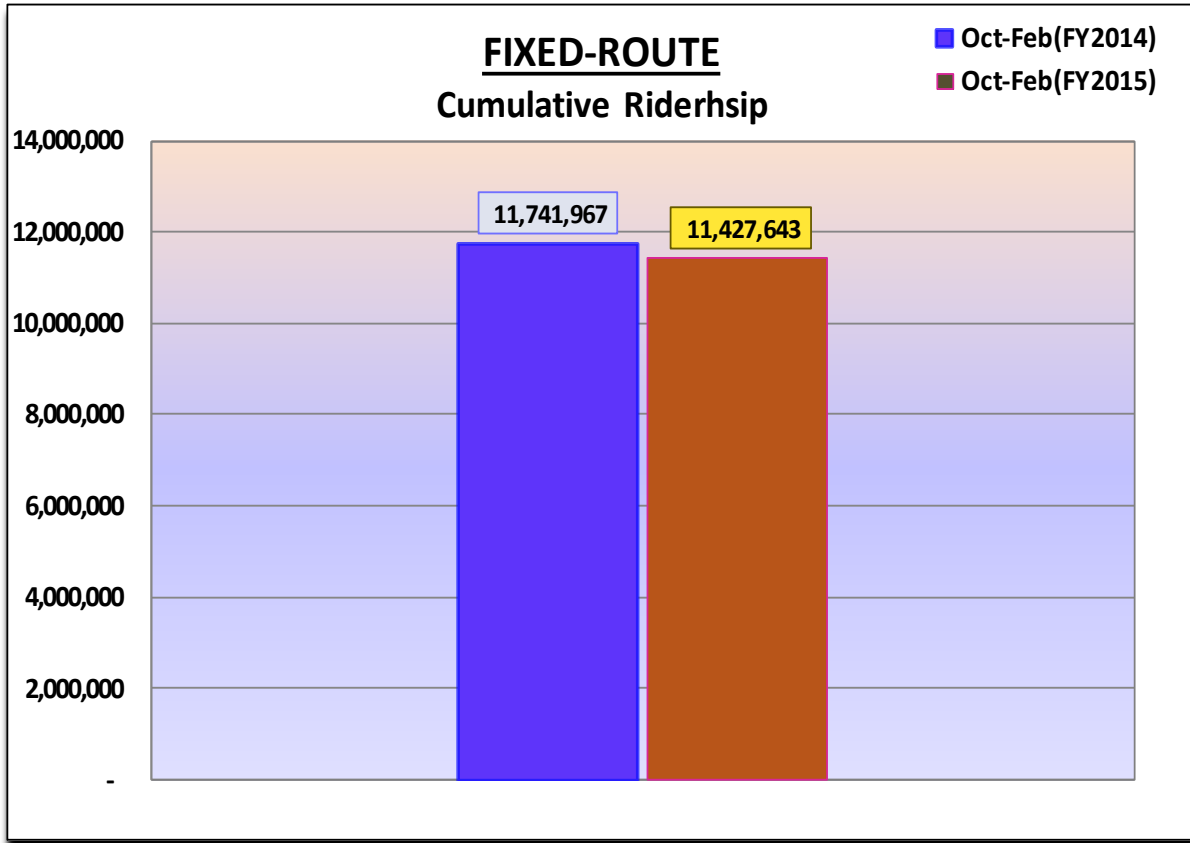
**POLK COUNTY RIDERSHIP BY ROUTES**

Rte #	Link Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Rte #	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	% Change
416	POINCIANA/HAINES CITY	1,555	1,296	1,058	954	1,019	416	1,031	774	786	856	1,002	32.2%
427	US 27/HAINES CITY	4,080	3,222	3,851	3,284	3,046	427	3,264	3,210	3,455	3,324	3,210	6.2%

**ORANGE COUNTY RIDERSHIP BY ROUTES**

Rte #	Link Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Rte #	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	% Change
1	WINTER PARK/	6,473	4,991	5,999	6,143	5,827	1	6,906	6,706	6,281	6,404	6,298	-9.7%
3	LAKE MARGARET	29,464	24,291	25,425	26,301	23,198	3	28,151	25,269	26,895	27,097	26,444	-3.9%
6	DIXIE BELLE	4,066	3,087	3,410	3,877	3,339	6	4,054	3,767	3,647	3,888	3,771	-7.0%
7	S ORANGE AVE/FLORIDA	33,287	28,322	29,201	29,577	26,539	7	32,135	29,757	29,978	29,993	28,683	-2.4%
8	W OAK RIDGE RD/INTL DR	223,656	191,629	203,293	201,529	183,785	8	226,239	208,149	204,793	199,967	193,965	-2.8%
9	WINTER PARK/ROSEMONT	20,260	17,078	17,704	18,155	15,604	9	23,182	20,861	20,687	20,887	20,363	-16.2%
11	S ORANGE AVE/ORLANDO	37,597	31,712	34,240	32,431	29,545	11	35,242	30,983	32,760	34,152	31,607	0.5%
13	UNIVERSITY OF CENTRAL	30,063	24,953	24,775	27,239	25,297	13	31,702	28,458	26,024	28,762	27,054	-6.8%
14	CALVARY TOWERS	1,073	831	757	677	880	14	729	703	1,225	794	924	-3.6%
15	CURRY FORD RD/VCC EAST	63,953	53,432	54,540	56,102	51,614	15	60,321	53,352	50,891	53,769	53,317	2.9%
17	North U.S. 441/Apopka	ROUTE IS RENUMBERED AS LINK 106					17	79,865	69,961	73,114	RENUMBERED		N/A

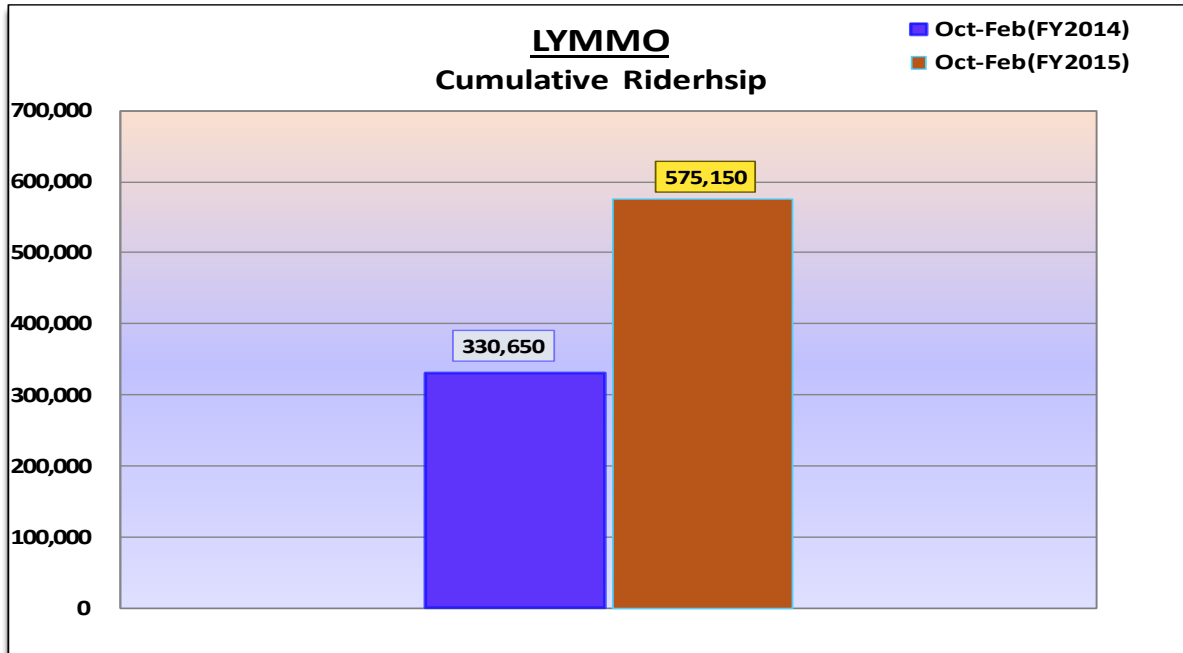
ORANGE COUNTY RIDERSHIP BY ROUTES (Continued)														
Rte #	Link Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Rte #	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	% Change	
18	S ORANGE AVE/KISSIMMEE	30,006	24,034	25,774	24,463	22,852	18	31,841	27,589	30,665	29,399	28,850	-14.3%	
20	MALIBU/MERCY DR.	24,732	20,861	21,556	20,898	18,938	20	23,205	21,602	22,101	21,577	20,715	-2.0%	
21	CARVER SHORES	92,328	79,746	84,732	84,522	77,194	21	94,219	83,797	86,164	83,811	77,802	-1.7%	
23	WINTER PARK/SPRING	11,125	9,136	10,239	10,186	9,408	23	12,238	10,498	10,533	11,088	11,424	-10.2%	
24	MILLENIA	6,023	6,702	7,490	6,872	5,141	24	8,331	8,007	8,145	6,685	6,549	-14.6%	
25	MERCY DRIVE /SHADER	38,673	31,431	33,962	32,774	29,963	25	33,253	29,833	31,599	35,787	34,654	1.0%	
28	E COLONIAL DR/AZALEA	43,398	38,146	39,973	38,813	35,209	28	44,528	41,021	41,444	40,251	39,702	-5.5%	
29	E COLONIAL	50,242	42,452	43,851	44,684	38,796	29	50,320	46,253	46,721	46,979	44,916	-6.4%	
31	LYMMO	85,375	71,116	79,137	71,918	79,638	31	70,412	64,174	64,522	65,237	66,308	17.1%	
36	LAKE RICHMOND	30,683	25,162	24,665	22,588	20,192	36	27,933	24,346	24,498	27,152	24,933	-4.3%	
37	PARK	107,827	91,547	98,253	98,297	90,569	37	107,515	96,964	97,871	97,203	93,022	-1.2%	
38	DOWNTOWN	17,924	16,455	16,640	17,694	15,337	38	19,136	17,555	17,573	17,886	15,919	-4.6%	
40	AMERICANA	53,364	47,112	50,616	46,802	41,957	40	51,343	46,921	46,673	48,408	47,108	-0.3%	
42	INTL DR/ORLANDO INTL	84,136	79,254	82,291	80,669	69,965	42	86,259	81,996	83,674	76,826	71,631	-1.0%	
44	CLARCONA/ZELLWOOD	16,849	12,865	13,563	13,772	13,156	44	21,224	18,081	17,231	17,241	16,882	-22.6%	
48	W COLONIAL DR/PARK	58,641	48,868	51,635	52,133	47,210	48	54,660	47,996	49,215	55,543	57,065	-2.3%	
49	W COLONIAL DR/PINE	60,369	49,918	51,865	53,606	50,049	49	60,084	54,260	54,527	53,941	53,311	-3.7%	
50	DOWNTOWN	85,865	73,638	75,642	70,353	59,936	50	83,130	74,211	76,737	69,424	65,841	-1.1%	
51	CONWAY/ORLANDO INTL	30,496	25,477	26,356	28,342	24,573	51	27,233	24,588	26,528	24,682	24,633	5.9%	
54	OLD WINTER GARDEN RD	16,531	13,558	14,387	14,220	13,605	54	15,463	13,646	13,981	14,671	13,506	1.5%	
55	WEST US 192/FOUR	36,652	36,095	42,159	42,800	34,830	55	30,519	29,056	30,796	41,535	44,688	9.0%	
56	WEST US 192/MAGIC	39,891	36,617	38,478	32,269	27,184	56	33,537	30,814	35,480	29,189	24,313	13.8%	
57	JOHN YOUNG PARKWAY	20,731	17,184	18,603	19,147	16,571	57	21,876	18,134	19,251	18,936	18,474	-4.6%	
58	SHINGLE CREEK	2,137	2,095	2,065	2,687	2,583	58	2,785	2,806	2,758	3,130	3,002	-20.1%	
62	LYMMO EAST/WEST	41,606	35,770	39,556	39,702	31,016	62	SERVICE DID NOT EXIST					N/A	
102	ORANGE AVE/SOUTH US	60,207	50,813	52,533	52,785	48,279	102	65,996	58,788	61,109	59,296	56,176	-12.2%	
104	EAST COLONIAL	80,375	67,046	67,860	70,967	62,927	104	72,647	65,936	59,055	66,133	62,754	6.9%	
105	WEST COLONIAL	63,703	54,979	59,549	58,391	54,376	105	69,557	64,040	63,334	52,654	48,941	-2.5%	
106	NORTH US 441/APOPKA	75,657	65,193	69,820	71,242	61,866	106	-	-	-	72,805	70,120	N/A	
107	US 441/ORLANDO FLORIDA	110,149	101,409	106,027	105,135	95,648	107	110,493	96,473	104,653	98,632	96,184	2.4%	
108	SOUTH US 441/KISSIMMEE	51,635	46,392	49,616	47,956	42,008	108	ROUTE WAS SPLIT INTO TWO LINKS (107&108)					N/A	
111	OIA/DOWNTOWN DISNEY	23,282	20,549	23,146	22,515	19,876	111	19,044	17,715	19,761	17,676	16,309	20.8%	
125	SILVER STAR RD	81,888	67,308	69,824	69,604	64,764	125	84,181	73,455	72,994	76,297	75,286	-7.5%	
204	CLERMONT EXP.	715	476	226	DISCONTINUED		204	1,847	DISCONTINUED			330	578	N/A
210	KNIGHT LYNX BLUE	1,147	1,131	-	775	642	210	1,400	1,377	-	853	784	-16.3%	
211	KNIGHT LYNX GREEN	553	232	-	171	186	211	433	268	-	183	264	-0.5%	
212	UCF SHUTTLE	1,137	1,219	-	408	634	212	788	593	-	629	633	28.6%	
300	3D-DOWNTOWN	2,072	1,856	2,068	2,427	2,190	300	2,523	2,194	2,364	2,362	2,191	-8.8%	
301	3D-PINE HILLS/ANIMAL	5,962	5,293	5,741	5,728	5,430	301	5,759	5,491	5,606	5,908	5,397	0.0%	
302	3D-ROSEMONT/MAGIC	5,090	4,591	5,127	4,890	4,752	302	5,280	4,969	5,212	5,122	5,436	-6.0%	
303	3D-WASHINGTON	3,762	3,304	3,327	3,541	3,121	303	3,602	3,083	3,489	3,276	3,217	2.3%	
304	3D-RIO GRANDE/VISTANA	5,581	4,967	5,727	5,808	5,526	304	5,228	4,987	5,106	5,291	5,369	6.3%	
305	3D- METRO WEST/ALL	2,687	2,627	2,683	2,963	2,561	305	2,732	2,542	2,927	2,946	2,534	-1.2%	
306	POINCIANA/MAGIC	2,544	2,200	2,152	2,179	2,242	306	1,924	1,836	1,975	2,044	2,014	15.6%	
313	WINTER PARK	7,027	5,375	6,056	5,774	4,747	313	7,934	5,775	5,839	5,717	5,747	-6.6%	
319	RICHMOND	39,161	33,146	35,737	34,924	32,360	319	42,185	37,118	36,088	37,795	37,882	-8.2%	
405	APOPKA CIRCULATOR	8,267	7,363	7,392	7,824	7,368	405	8,275	7,520	7,631	7,735	8,086	-2.6%	
418	FLORIDA MALL/MEADOW	4,694	3,863	4,482	4,476	4,148	418	SERVICE DID NOT EXIST					N/A	
434	STATE RD 434	5,976	5,263	5,132	3,488	3,707	434	5,230	5,173	5,018	6,334	5,157	-12.4%	
441	FASTLINK 441	5,195	4,010	4,259	3,879	3,701	441	5,305	4,677	5,281	4,331	4,511	-12.7%	
443	LEE RD CROSSTOWN	28,827	23,380	23,978	25,072	23,191	443	28,298	25,534	25,174	25,565	25,902	-4.6%	
445	APOPKA /WEST OAKS	186	178	187	216	258	445	495	289	301	248	243	-35.0%	
1792	FASTLINK 17-92	1,149	777	859	872	697	1792	1,605	1,367	1,256	1,425	1,438	-38.6%	
436N	NORTH S R 436	30,729	26,255	35,101	33,233	30,019								
436S	SOUTH S R 436	75,279	65,005	57,473	56,177	52,449	41	116,700	105,866	108,705	107,376	105,041	5.3%	



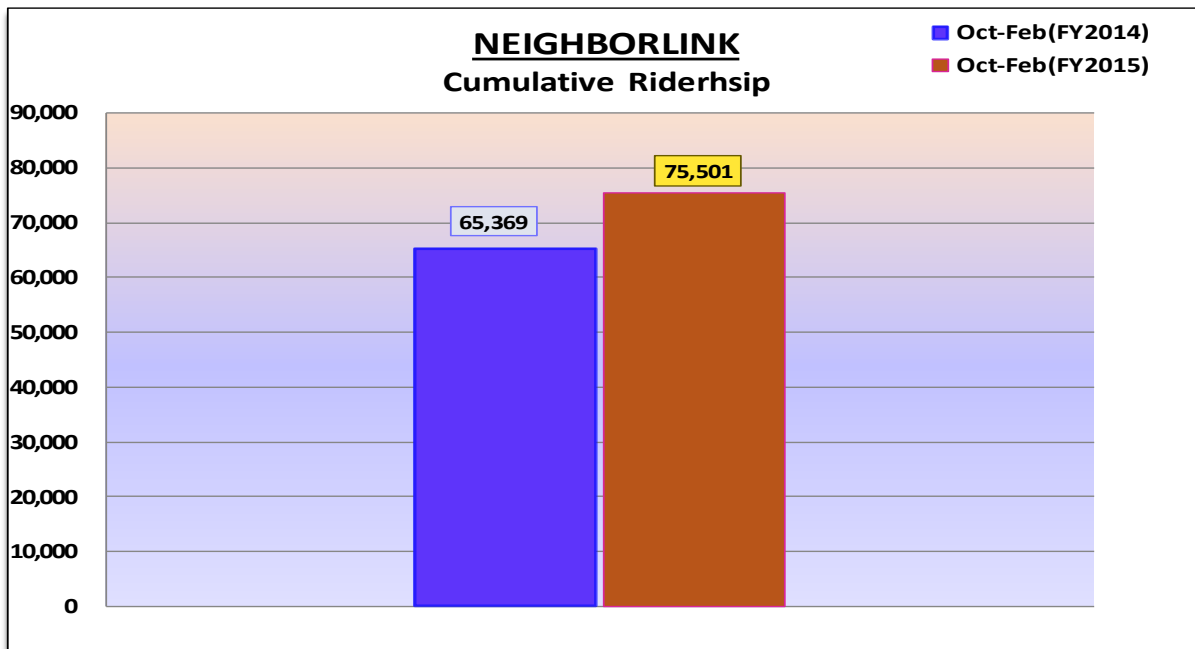
	<i>Fy TOTAL</i>	
Oct-Feb(FY2014)	11,741,967	Significant decrease in gasoline costs may account for the slight decrease in fixed-route ridership
Oct-Feb(FY2015)	11,427,643	
Change (%)	-2.68%	

<i>Retail Gasoline Prices in Florida</i>	<i>Feb-14</i>	<i>Feb-15</i>
Source: U.S. Energy Info Administration	\$3.47	\$2.31

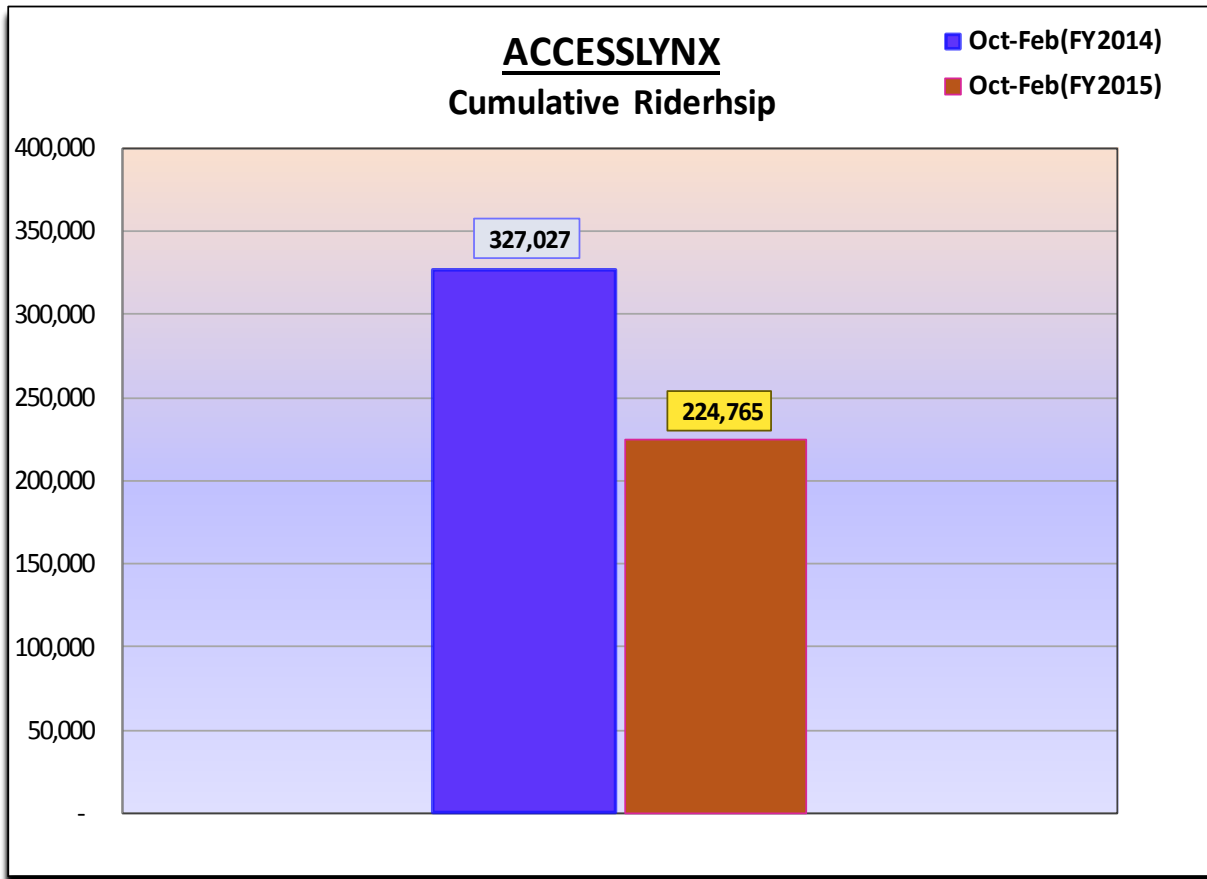




	<i>Fy TOTAL</i>	
Oct-Feb(FY2014)	330,650	Significant increase in ridership is due to the new Lymmo Grapefruit Line and an increase in riders from SunRail into LYNX central station
Oct-Feb(FY2015)	575,150	
Change (%)	73.95%	

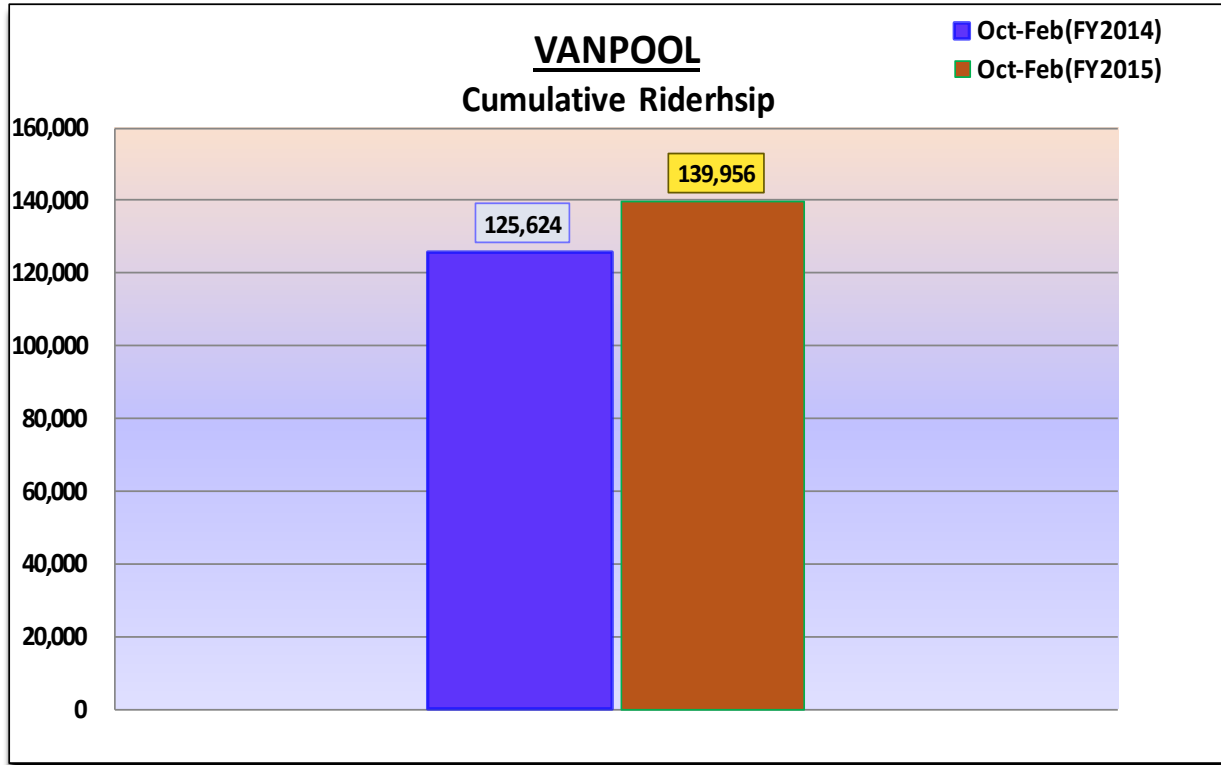


	<i>Fy TOTAL</i>	
Oct-Feb(FY2014)	65,369	Ridership increase is due to expansion of NL to other service areas including Goldsboro, Kissimmee and Maitland.
Oct-Feb(FY2015)	75,501	
Change (%)	15.50%	



	Fy TOTAL	Significant drop in ridership occurred as a result of change to Medicaid policy
Oct-Feb(FY2014)	327,027	
Oct-Feb(FY2015)	224,765	
Change (%)	-31.27%	

Dates	Medicaid Policy Changes
August 1, 2014	Medicaid clients living in nursing homes were no longer eligible
October 1, 2014	All Medicaid recipients were switched to HMO.
March 1, 2015	Only transports Medicaid recipients who are eligible either through the American with Disabilities Act (ADA), Transportation Disadvantage Program (TDP), or are 80 years and older.



	<i>Fy TOTAL</i>	Ridership increase is due to partnership with other organizations resulting in an increased number of buses and an expanded opportunities to commuters
Oct-Feb(FY2014)	125,624	
Oct-Feb(FY2015)	139,956	
Change (%)	11.41%	

<i>Vehicles Operated in Maximum Service</i>	<i>Feb-14</i>	<i>Feb-15</i>	<i>Change</i>
Vehicles Operated	108	129	19.44%

**LYNX Monthly Ridership by Mode**

<b>Fiscal Year 2015</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 (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636								387,500
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019								187,650
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558								11,427,643
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136								75,501
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,704,873</b>	<b>2,305,284</b>	<b>2,439,423</b>	<b>2,420,365</b>	<b>2,208,349</b>								<b>12,078,294</b>
SPECIAL SHUTTLES	420	9,463	-	4,927	513								15,323
EXPRESS LINK 208	1,141	1,007	1,023	912	937								5,020
ACCESS LYNX	49,784	43,366	44,806	44,210	42,599								224,765
VANPOOL	29,548	26,178	27,944	27,635	28,651								139,956
<b>SUBTOTAL - OTHER SERVICES</b>	<b>80,893</b>	<b>80,014</b>	<b>73,773</b>	<b>77,684</b>	<b>72,700</b>								<b>385,064</b>
<b>TOTAL ALL SERVICES</b>	<b>2,785,766</b>	<b>2,385,298</b>	<b>2,513,196</b>	<b>2,498,049</b>	<b>2,281,049</b>								<b>12,463,358</b>
<b>% Change From Fiscal Year 2014 To Fiscal Year 2015</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 (ORANGE LINE)	21.25%	10.83%	23.13%	10.24%	20.11%								17.19%
LYMMO (GRAPEFRUIT LINE)	N/A	N/A	N/A	N/A	N/A								N/A
REGULAR FIXED-ROUTE	-0.13%	-5.19%	-1.08%	-0.77%	-6.64%								-2.68%
NEIGHBORLINK	18.15%	9.27%	23.91%	18.36%	7.75%								15.50%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2.10%</b>	<b>-3.18%</b>	<b>1.34%</b>	<b>1.29%</b>	<b>-4.45%</b>								<b>-0.49%</b>
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A								N/A
EXPRESS LINK 208	N/A	N/A	N/A	N/A	N/A								N/A
ACCESS LYNX	-30.89%	-31.37%	-29.03%	-32.97%	-32.06%								-31.27%
VANPOOL	11.93%	12.09%	21.15%	4.24%	8.96%								11.41%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>-18.01%</b>	<b>-8.74%</b>	<b>-22.77%</b>	<b>-22.09%</b>	<b>-19.21%</b>								<b>-18.34%</b>
<b>TOTAL ALL SERVICES</b>	<b>1.38%</b>	<b>-3.37%</b>	<b>0.42%</b>	<b>0.36%</b>	<b>-5.01%</b>								<b>-1.16%</b>
<b>Fiscal Year 2014</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 (ORANGE LINE)	70,411	64,168	64,529	65,237	66,305								330,650
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-								-
REGULAR FIXED-ROUTE	2,564,514	2,304,241	2,330,309	2,311,069	2,231,834								11,741,967
NEIGHBORLINK	14,253	12,476	12,364	13,157	13,119								65,369
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,649,178</b>	<b>2,380,885</b>	<b>2,407,202</b>	<b>2,389,463</b>	<b>2,311,258</b>								<b>12,137,986</b>
SPECIAL SHUTTLES	223	1,139	9,318	7,238	990								18,908
EXPRESS LINK 208	-	-	-	-	-								-
ACCESS LYNX	72,038	63,188	63,137	65,960	62,704								327,027
VANPOOL	26,399	23,354	23,066	26,510	26,295								125,624
<b>SUBTOTAL - OTHER SERVICES</b>	<b>98,660</b>	<b>87,681</b>	<b>95,521</b>	<b>99,708</b>	<b>89,989</b>								<b>471,559</b>
<b>TOTAL ALL SERVICES</b>	<b>2,747,838</b>	<b>2,468,566</b>	<b>2,502,723</b>	<b>2,489,171</b>	<b>2,401,247</b>								<b>12,609,545</b>

**Monthly Report D: Planning and Development Report**

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
DIRECTOR OF PLAN & DEVELOP  
**JAMES RODRIGUEZ**  
(Technical Contact)  
**Douglas Robinson**  
(Technical Contact)  
**Belinda Balleras**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Planning and Development Report

**Date:** 5/13/2015

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**STRATEGIC PLANNING:**

TRANSIT DEVELOPMENT PLAN UPDATE

LYNX staff are preparing the annual update to the agency's 10-year, needs-based Transit Development Plan. This is considered a "minor update." Staff will request authorization from the LYNX Board of Directors in July 2015 to submit the draft update to the Florida Department of Transportation for review and approval.

SR 50/UCF CONNECTOR ALTERNATIVES ANALYSIS

With unanimous support the MetroPlan Orlando Board adopted the Recommended Alternative as the Locally Preferred Alternative at their Board meeting on March 11, 2015. Prior to this meeting, the project team had been actively presenting the Recommended Alternative to major stakeholders and MetroPlan Orlando. In addition to the many coordination meetings conducted in January and February, the project team took the Recommended Alternative approved by the LYNX Board of Directors on January 28, 2015, to MetroPlan Orlando Board and Committees during the last week of February and first week of March.

The project team has been working to complete the final report with supporting documentation. It is also finalizing the financial options for the LPA, working on the branding of the BRT service/stations and documenting the next steps for the project.

## OTHER STUDIES

LYNX Planning and Development Staff are actively participating in the following studies being completed by other agencies:

- Volusia Connector Study
- SR 436/Red Bug Lake Small Area Study (Casselberry)
- Poinciana - Southport Connector PD&E
- SR 50 Health Impact Assessment Study

## SERVICE PLANNING:

After facilitating a successful LYNX service change on April 19th, the Service Planning Division activities during this period have been primarily devoted to the August 2015 service change. Activities have included holding meetings with operators and transportation supervisors to seek their input, developing the list of changes with potential costs to our funding partners, gaining internal approvals for the changes, updating the schedule information for the August bid, and scheduling public workshops and hearings to have a conversation with the community about the proposed changes.

Service Planning has also been working to develop a portfolio of express or limited stop bus routes which can be implemented as resources become available. Potential routes include the University of Central Florida Area to Downtown Orlando, Winter Garden to Downtown Orlando, Apopka to Downtown Orlando, Orlando International Airport (OIA) to the Orange County Convention Center, and Downtown Orlando to Medical City to OIA.

Service Planning is also working with the OIA staff to evaluate and possibly adjust late evening service to the airport.

Service Planning is one of the LYNX organizations now meeting with FDOT and the I-4 Mobility Partners during this period to discuss the scope of the I-4 reconstruction project and the project's impact on LYNX routes operating on and around I-4. These ongoing meetings have opened lines of communication about the project and LYNX will establish a continuing dialog with the I-4 project leaders to be proactive in identifying and mitigating project impact to LYNX operations.

## GRANTS:

- The Grants Division has been working with departments on grant funded budgeted projects and miscellaneous supports to complete FY/2015 grant applications and approvals. The FY/2015 apportionments have been partially authorized to 8/12<sup>th</sup> of the full fiscal year funding and thus not all of the grants can be completed sooner than planned.

We are coordinating with various department on their FY/2016 budgeting requests for documentation of projects contemplated for grant funding, to determine eligibility and potential funding strategies in FY/2016.

- Grants is preparing for service development proposals due May 15, 2015 to FDOT and is working with FDOT on work program items for next state fiscal year.

### **GEOGRAPHIC INFORMATION SYSTEMS:**

The GIS staff completed VUEWorks stop data updates for all work orders issued and completed for the December 14, 2014 service change. The stop data, locations and attributes were imported in the fixed route scheduling system (Trapeze FX) and from there exported for use in other systems – Google trip planner, Bing Maps, Mentor, TBEST etc.

The GIS web site LYNX Map, accessible from the GoLYNX webpage, has been updated with current GIS Data for download for the transit bid started in April 2015. Additional interactive maps are in process of development and the focus is on targeted functionality - mobile application and adding applications that will allow for finding and filtering map features and data. GIS staff is providing training and support for the interactive web applications and focusing on empowering LYNX staff and partner agency staff to develop their own maps with LYNX transit data.

Update of the existing GIS base map data of local roads, parcels, addresses, and boundary information was requested from the Parsons Brinckerhoff team under the General Planning Consultant agreement. The work for update, approximately one hundred GIS data layers, will start in May 2015. LYNX GIS staff will review and approve the updates prior to updating the current GIS database.

The Transit Boarding Estimation and Simulation Tool (TBEST) tool was updated to the new version TBEST4.2. This version added reports targeted to standards for transit system COA studies and added up to date demographic and Employment data from Census ACS and Info USA. The TBEST model was calibrated for 2015 using ridership information from the LYNX GFI system and APC.

**Monthly Report E: Communications Report**

**To:** LYNX Board of Directors

**From:** Matthew Friedman  
DIRECTOR OF MARKETING COMM  
Matthew Friedman  
(Technical Contact)  
Theresa Veley  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Marketing & Communications Report.

**Date:** 5/13/2015

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**APTA Revenue Management & Fare Collection Summit and TransITech Conference**

LYNX served as the host agency for the APTA Revenue Management & Fare Collection Summit and TransITech Conference March 29 – April 1. Customer Service representatives were on-site to assist attendees with trip planning. LYNX Director of Marketing Communications also served as a moderator of the Asset Management portion of the conference. Additionally, the agency hosted the group for a technical tour at the LYNX Operations Center which allowed attendees to get hands on in our state of the art transit simulator, watch how we service our vehicles in our maintenance shop, witness an upholstery demonstration from our in-house upholstery expert and see how we paint and wrap our buses in the LYNX body shop.

**Stand Up 4 Transportation**

On April 9, supporters around the nation united in their communities and online to send a powerful message to Congress: It's time to provide long-term investment for America's transportation network. LYNX supported the initiative by wrapping a bus with a custom Stand Up 4 Transportation design. The agency also supported the initiative through Facebook posts and golynx.com encouraging customers to sign the petition.

**APTA System of the Year**

The agency recently applied for APTA's System of the Year award. The award is granted to the transit company that demonstrates the most efficiency and effectiveness as well as improvements and achievements in 11 specific areas. LYNX previously won this prestigious award in 1996 and 1998. We believe we have an opportunity to win for 2014 and will know later this summer.



# LYNX Board Agenda

## LYNX Press Releases: March – April, 2015

Mar. 10	LYNX Connects thousands to Citrus Bowl for Inaugural Orlando City Soccer match.
Mar. 26	LYNX Board approves April Service Changes.
Apr. 8	14 <sup>th</sup> Annual Public Service Bus contest winners.
Apr. 13	LYNX Wins State Maintenance and Operator Rodeo.

## LYNX Media Notes: March – April, 2015

Mar. 9	Called reporters about ridership numbers.
Mar. 10	Emailed media outlets with updated logos and requested these to be used going forward.

## LYNX Articles & News Stories: March – April, 2015

Mar. 1	Orlando Sentinel: Fueling group buys acreage near LYNX.
Mar. 3	<u>Transportation options and parking announced for Orlando City Soccer inaugural match</u> MyFoxOrlando.com In addition, LYNX and Orlando Venues will provide free continuous bus service between downtown and the Orlando Citrus Bowl. More than 40 buses ...
Mar. 5	<u>Nopetro Finalizes Agreement with Central Florida Transit Authority</u> NGV Forum Nopetro has finalized negotiations with Central Florida Regional Transportation Authority (LYNX) to build and operate a CNG fueling station, provide ...
Mar. 6	<u>I4 Business</u> One on One with John Lewis...
Mar. 7	<u>Orlando City Squad to Arrive at Stadium in LYNX Bus</u> Mass Transit Magazine In an effort to encourage supporters to use public transportation options on game day, Orlando City Soccer Club players and coaching staff will travel ...
Mar. 8	<u>Orlando City urges fans to arrive early, join Lions taking LYNX to stadium</u> Orlando Sentinel LYNX will run its Grapefruit and Orange lines downtown, picking up ...
Mar. 9	<u>Orlando City urges fans to arrive early, join Lions taking LYNX to stadium</u> The Leader How strongly is Orlando City encouraging fans to take public transportation to today's significant game involving the Lions and fellow expansion group ...

# LYNX Board Agenda

LYNX Articles & News Stories: March – April, 2015	
Mar. 10	<p><u>LYNX calls free Sunday service a success</u> MyFoxOrlando.com</p> <p>On Sunday the Central Florida Regional Transportation Authority (LYNX) says it connected more than 21,500 passengers to and from the Orlando ... Tampa Bay News 9: 21,500 Soccer fans rode LYNX to Orlando City home opener.</p>
Mar. 11	<p><u>21,500 soccer fans rode LYNX to Orlando City home opener</u> News 13 Orlando</p> <p>The players and coaches also traveled by bus to their historic match in a LYNX bus wrapped with a special Lions design. (PHOTO/LYNX)...</p> <p><u>Jurors Ride LYNX Bus Free</u> Vimeo</p> <p>This is “Jurors Ride LYNX Bus Free” by Ninth Judicial Circuit on Vimeo, the home for high quality videos and the people who love them...</p>
Mar. 12	<p><u>How SunRail, LYNX scored during Orlando City’s MLS opener</u> Wopular</p> <p>Topics: march Sunday’s Orlando city soccer club major league soccer Central Florida Regional Transportation Authority LYNX the Orlando city soccer lions ...</p> <p><u>How SunRail, LYNX scored during Orlando City’s MLS opener</u> Orlando Echo</p> <p>Sunday afternoon, LYNX had more than 45 multicolored buses running to and from downtown. The additional service was provided by the city of ...</p> <p><u>LYNX Connects Thousands to Citrus Bowl for Inaugural Orlando City Soccer Match</u> LYNX</p> <p>On Sunday the Central Florida Regional Transportation Authority (LYNX) ...</p>
Mar. 13	<p><u>Bus service could return to South Lake County</u> News 13 Orlando</p> <p>In Winter Garden riders could connect to LYNX buses bound for Orlando, helping to restore commuter service eliminated last year in budget cuts...</p> <p><u>People injured LYNX bus crash orange county</u> Scoopnest.com</p> <p>5 people injured in LYNX bus crash in Orange County...</p>
Mar. 17	<p><u>LYNX Bus</u></p> <p>LYNX 35 will operate to a Sunday service on Good Friday, Easter Sunday &amp; Monday. Saturday times are unchanged...</p>
Mar. 19	<p><u>LYNX expanding free LYMMO service to Marks Street in April</u> Bungalower</p> <p>LYNX expanding free LYMMO service to Marks Street in April...</p>

# LYNX Board Agenda

LYNX Articles & News Stories: March – April, 2015	
Mar. 23	<p><u>LYNX is expanding LYMMO service to the North Quarter</u>                      Bungalower.com                      LYNX expanding free LYMMO service to Marks Street in April...</p>
Mar. 24	<p>WFTV/News Channel 9: Proposal would create speedier LYNX bus service for some.                      WFTV/News Channel 9: LYNX Drivers to get new simulation training.</p>
Mar. 25	<p><u>SB 84 Relief of Sharon Robinson by the Central Florida Regional Transportation Authority</u>                      The Florida Channel                      SB 84 Relief of Sharon Robinson by the Central Florida Regional Transportation Authority ...</p> <p><u>Proposal would create speedier LYNX bus service for some</u>                      WFTV Orlando                      A study shows LYNX is looking at a bus rapid transit for Colonial Drive, from the Lake-Orange ...</p> <p><u>LYNX drivers to get new simulation training</u>                      WFTV Orlando                      LYNX bus drivers will need a new level of training before they can take ... LYNX officials said they want to cut down on the number of crashes in which its ...</p> <p><u>Proposal would create speedier LYNX bus service for some</u>                      Florida Newstime                      A proposal is in the works to speed up his travels on State Road 50. A study shows LYNX is looking at a bus rapid transit for Colonial Drive, from the ...</p>
Mar. 26	<p><u>Man struck by vehicle on U.S. Highway 192 in Osceola County, FHP says</u>                      WESH Orlando                      Early this morning 18-year-old Anthony Gaskin of Kissimmee was dropped off here at this LYNX bus stop. He was...</p> <p><u>LYNX Board Approves April Service Changes</u>                      Mass Transit Magazine                      Central Florida Regional Transportation Authority (LYNX) ...                      News Channel 13: LYNX Announces service changes, take effect April 19.</p>
Mar. 27	<p>Orlando Business Journal: LYNX Board approves April Service Changes.</p>
Mar. 31	<p><u>Former LYNX driver accused of groping passenger back in court</u>                      WFTV Orlando                      Arrested more than five years ago for allegedly groping and kidnapping Ermelinda Bonilla while she was strapped to a seat in a Access LYNX bus...</p>
Apr. 2	<p>Orlando Sentinel: Work to start on downtown Orlando's Creative Village, new roads to include LYNX LYMMO lanes.</p>

# LYNX Board Agenda

LYNX Articles & News Stories: March – April, 2015	
Apr. 6	<p>WFTV/News Channel 9: LYMMO expansion will add new stops in downtown Orlando. Orlando Weekly Blog: There will be a new “North Quarter Loop” for free LYNX service.</p>
Apr. 7	<p><u>House Considers \$3M Payment to FL Family</u> Health News Florida A Florida House committee on Tuesday will look at 14 claim bills, including a multi-million dollar settlement for a fatal LYNX bus accident in Kissimmee.</p> <p><u>LYMMO expansion will add new stops in downtown Orlando</u> WFTV Orlando Orlando city leaders have announced plans to expand the LYMMO bus ... The city's expansion agreement with Lynx will add new service to the North ...</p>
Apr. 9	<p><u>Congratulations to the 14th Annual Public Service Bus Winners</u> LYNX All organizations will receive free exposure by having their logos placed on a LYNX bus traveling Orange, Osceola and Seminole counties for the next ...</p> <p><u>LYNX Names Public Service Bus Contest Winners</u> Mass Transit Magazine Source: Central Florida Regional Transportation Authority (LYNX) Apr 8, 2015. Request more information. Organizations that support the arts, at-risk ...</p>
Apr. 10	<p><u>Kissimmee LYNX bus routes adjusted</u> Osceola News-Gazette Buses will depart LYNX Central Station every half hour beginning at 6:30 a.m. with the last trip departing at 6:30 p.m.; and from the LYNX Kissimmee ...</p>
Apr. 11	<p><u>Changes to Bithlo NeighborLink 621</u> LYNX Changes to Bithlo NeighborLink 621...</p>
Apr. 12	<p><u>Bus or train across Volusia County? Public input sought at meetings this week</u> The Current The former LYNX express bus that operated on I-four between the Saxon Boulevard park-and-ride in Orange City and downtown Orlando prior to the ...</p>
Apr. 14	<p><u>LYNX Might Be the Answer</u> The Ledger A possible solution to the pending limited bus service in Lakeland is contacting LYNX to provide service for the Lakeland area. LYNX is the agency...</p>

# LYNX Board Agenda

## LYNX Articles & News Stories: March – April, 2015

Apr. 15	<p><u>LYNX Wins State Maintenance and Operator Rodeo</u>            Mass Transit Magazine            Now LYNX Maintenance Team members Chris Balroop, Harry Mootoo and Radu ...</p> <p><u>LYNX Bus Orlando</u>            Travel Tips and Tricks            Access LYNX in Orlando with phone number: (407) 423-8747, address, and interactive map. Call access LYNX now free of charge or write a review...</p> <p><u>LYNX Bus Orlando</u>            Travel Tips and Tricks            LYNX is a bus system run by the central Florida regional transportation authority, serving the greater Orlando, Florida area, orange, Seminole, and ...</p>
Apr. 16	<p><u>2015 2016 Public Service Bus Unveiling</u>            LYNX            LYNX has been donating advertising space on one of its buses for 14 years. Winners are chosen in a random drawing from non-profit agencies that ...</p> <p><u>LYNX Bus Orlando</u>            Travel Tips and Tricks            The following information about LYNX Bus Orlando videos. You can watch and download free about LYNX Bus Orlando videos here...</p>
Apr. 17	<p><u>LYMMO adding stops to North Quarter this month</u>            Orlando Sentinel            LYNX's free LYMMO bus service will expand one of its routes later this month to include five new stops in the North Quarter district of downtown Orlando...</p>
Apr. 20	<p><u>LYNX to expand LYMMO service in Downtown Orlando</u>            The Orlando Political Observer            “Keeping Orlando moving continues to be a priority for the City of Orlando. By providing multi-modal forms of transportation, we are able to offer those ...</p>
Apr. 21	<p><u>Orlando Bike Share reveals new name, expanded stations</u>            Orlando Business Journal            Central Florida Regional Transportation Authority — LYNX — and SunRail and access to job centers in the Central Business district...</p>

# LYNX Board Agenda

## LYNX Articles & News Stories: March – April, 2015

<p>Apr. 24</p>	<p><u>Jewish Pavilion on the move with LYNX public service bus</u> Heritage Florida Jewish News Jewish Pavilion on the move with LYNX public service bus ...</p> <p><u>Woman hit by car while getting off bus near Forest Lake Academy, troopers say</u> WKMG Orlando A woman was seriously injured in a crash after being struck by a vehicle while getting off a LYNX bus near Forest Lake Academy on Friday morning, ...</p>
<p>Apr. 25</p>	<p><u>FHP: Woman, bus shelter hit by car near Forest Lake Academy</u> Orlando Sentinel A 50-year-old woman was in critical condition Friday after she was hit by a car while getting off a LYNX bus near Forest Lake Academy off State Road ...</p>
<p>Apr. 29</p>	<p><u>After long wait, 14 accident victims get promised money</u> Sun Sentinel The Central Florida Regional Transportation Authority admitted fault in the 2011 accident and settled for \$3.2 million. But state law requires the ...</p>

# LYNX Board Agenda

LYNX Social Media: March – April, 2015	
Mar. 1	We hope everybody is having a great weekend! Sit back and let us get you where you need to go today.
Mar. 2	It's the start of a new week. Get on board and let's make it a great one together! #RideLYNX Lions Pride contest giveaway announcement.
Mar. 3	Response to customer complaint about our website. Updated cover photo. Rules for “Show us your Lions Pride” context. Enter now to win tickets to the Lions inaugural game.
Mar. 4	Don't miss the opening kick-off! Enter now for a chance to win a pair of Lions tickets. Ride LYNX to the Orlando City Soccer opening game. Service alert: Orlando City Soccer game.
Mar. 5	Last chance to win tickets to the Orlando City Soccer game. Thanked all who entered for a chance to win tickets to the Lions game. Link to weekend service alerts. Hurry! You have less than 30 minutes to show us you Lions Pride. Show us your Lions Pride winner announcement. Thanked customer for sharing a throwback LYNX photo.
Mar. 6	Orange LYMMO line extension. Orlando City Soccer squad taking a LYNX bus to the Citrus Bowl. Service Alert: LYMMO Grapefruit line detour due to construction. Response to customer question about Lions game day.
Mar. 7	Daylight Saving time. Lions game day LYNX connections.
Mar. 8	It's game day! Orlando City Soccer riding LYNX to inaugural game. Arrive early and join the Lions taking LYNX to the stadium. Lions are taking us to the game, are you? Citrus Bowl parking lot is sold out. Orlando City Soccer we're ready for you! Lions are ready to roar! Are you? Kudos to the Lions for taking public transportation! The Lions have arrived!
Mar. 9	New Orlando City Soccer Club bus wrap debut. Created new photo album of Orlando City Soccer inaugural game. Thanked customer for positive feedback about our shuttle connections to the Lions game. Response to customer complaint about LYMMO bus confusion on the Lions opening game day. Orlando City Soccer giveaway: How many passengers did LYNX move during the inaugural game? Response to customer question about Lions ticket giveaway.
Mar. 10	Thanked fans for participating in Lions giveaway. Winner to be announced. Winner announcement of Orlando City Soccer giveaway.
Mar. 11	Response to customer complaint. Asked customer to provide contact details to discuss issues offline. Response to question about Wi-Fi on buses. Advised customer we offer Wi-Fi at LYNX

# LYNX Board Agenda

LYNX Social Media: March – April, 2015	
	Central Station only at this time. Response to customer concern. We asked customer to provide additional information.
Mar. 12	Throwback Thursday: population of metro Orlando then and now. Alert: Road closures due to construction of the soccer stadium. John Lewis supports Harbor House of Central Florida.
Mar. 13	LYNX Central Station new signage. Throwback Thursday answer: Population 2.2 million.
Mar. 14	Another beautiful day in Orlando – “Like” if you agree. Thanked customer for positive feedback. Response to customer question about KnightLYNX. Provided information and link for details. Response to customer complaint regarding bus delay.
Mar. 15	Public Service bus.
Mar. 16	Let us take you on the road to the start of a great week!
Mar. 17	Happy St. Patrick’s Day! Response to question about running 24 hours. Informed customer we operate using the available resources. Orlando City Soccer ticket giveaway.
Mar. 18	City of Casselberry workshops. Enter for a chance to win a pair of tickets to the Lions game.
Mar. 19	Throwback Thursday. Response to customer question about our ticket giveaway. Service alert: Valencia College West Campus 5k. Service alert: Citrus Bowl detour for Orlando City Soccer game. Winner announcement of Orlando City Soccer ticket giveaway. LYNX connections to Citrus Bowl.
Mar. 20	Happy first day of Spring! Response to customer complaint about delays. Alert: Bus stop relocation due to construction on Orange Ave.
Mar. 21	Service alert: Citrus Bowl detour for Orlando City Soccer game. Connection service to the Citrus Bowl. It’s almost game time. LYNX connects you.
Mar. 22	Service alert: Cepeda St. road construction.
Mar. 23	Good morning from LYNX Central Station. It’s going to be a wet and soggy day. Don’t forget to grab an umbrella.
Mar. 24	Service alert: detour route for Grapefruit line due to Parramore construction. Public service bus. Racquel Asa of WFTV Channel testing our bus simulator.
Mar. 25	Stand Up 4 Transportation.
Mar. 26	Thanked customers for feedback about fare technology. Informed customers we are looking into the proper fare technology that would be not only easy to use but secure. Response to customer complaint. Asked to submit a formal complaint with our customer service team.



# LYNX Board Agenda

<b>LYNX Social Media: March – April, 2015</b>	
	<p>Response to customer concern about LYNX’ purchase of bus simulator. Explained to customer how and why it was purchased and provided a link to our site that explains how we are funded.</p> <p>Response to customer comment about Stand Up 4 Transportation petition.</p> <p>Throwback Thursday: LYNX bus terminal at South St.</p> <p>Board approves April 19 service changes.</p>
Mar. 27	<p>Public service bus registration ends today.</p> <p>NeighborLink 652 will serve S. Keller Rd.</p> <p>Service alert: Robinson St. closure.</p> <p>Updated cover photo.</p>
Mar. 28	<p>Good morning from the Orlando Eye.</p>
Mar. 29	<p>New map brochures, schedule book, SunRail connections and system map.</p>
Mar. 30	<p>Thanked customer for route feedback. Shared comment with service planning team.</p> <p>Know your numbers giveaway.</p> <p>Easter schedule.</p>
Mar. 31	<p>Know your numbers giveaway.</p> <p>Thanked customer for feedback.</p> <p>Response to question about Link 23.</p> <p>Service update: several new bus stops in Polk County that are ADA compliant.</p>
Apr. 1	<p>Last chance to enter our Know Your Numbers giveaway.</p> <p>Thanked all for entering our giveaway.</p> <p>Know Your Numbers giveaway announcement.</p>
Apr. 2	<p>Numbers on a LYNX bus video.</p> <p>Response to customer complaint.</p> <p>Thanked customer for positive feedback.</p> <p>Service alert: Citrus Bowl detour for Orlando City Soccer game.</p>
Apr. 3	<p>LYNX Citrus Bowl connections.</p> <p>Citrus Bowl connections start at 3 p.m.</p>
Apr. 4	<p>Stand up 4 transportation LYNX bus wrap.</p>
Apr. 5	<p>Happy Easter!</p>
Apr. 6	<p>Good morning from the LYMMO stop at Dr. Phillips Performing Arts Center.</p> <p>Response to customer complaint.</p> <p>Acknowledged customer’s gratitude for winning tickets to Orlando City Soccer game.</p>
Apr. 7	<p>If you see flashing lights on the side of the road, please move over. It’s the law.</p>
Apr. 8	<p>Response to question about Bumby Ave. road closure.</p> <p>April 19 service changes.</p>
Apr. 9	<p>Updated cover photo with Stand Up 4 Transportation image.</p> <p>Orlando hits new record for the US travel industry.</p> <p>It’s Stand Up 4 Transportation Day!</p>
Apr. 10	<p>Public Service winner announcement.</p> <p>Service Alert: Spring Fiesta in the Park.</p> <p>Removed post that violated our social media policy.</p> <p>Response to customer complaint about the removal of inappropriate post.</p>

# LYNX Board Agenda

LYNX Social Media: March – April, 2015	
	Service Alert: Bumby Ave. road closure. Alerted customer about the Bumby Ave. road closure. Changes are coming soon to NeighborLink 621.
Apr. 11	Good morning Orlando! We hope you have a fantastic #weekend! Let us take you where you need to go. Updated cover photo.
Apr. 12	Bus stop changes.
Apr. 13	Our April Service Changes will take place this Sunday. Congratulations to our LYNX Maintenance team – Roadeo State Champions! ABBG survey. Response to question about ABBG survey incentive.
Apr. 14	NeighborLink 621 Bithlo meeting. ABBG survey. Response to question about bus fares. Response to customer complaint about service delay. Public Service Bus unveiling announcement.
Apr. 15	Response to question about public service bus scheduled time. Public Service Bus before unveiling ceremony. Public Service Bus unveiling with all nonprofit organizations. Created Public Service Bus photo library. Service alert: Bumby Ave. closure. Service alert: Corporate 5k.
Apr. 16	Please plan ahead! Apr. 19 service changes. Public Service Bus video recap. Response to question about Bumby Ave. road closure.
Apr. 17	ABBG survey. Response to question about survey incentive. Reminder: Bus stop changes.
Apr. 18	Apr. 19 service changes.
Apr. 19	Apr. 19 service changes – Be sure to check your route before you go.
Apr. 20	Lions ticket giveaway. Response to comment about new service changes.
Apr. 21	Apr. 22 Earth Day celebration at One Less Car One More Park event. Lions ticket giveaway.
Apr. 22	Earth Day celebration at One Less Car One More Park event. Last chance for Lions ticket giveaway.
Apr. 23	Orlando's skyline Throwback Thursday. Lions ticket giveaway winner announcement. Response to customer complaint. Response to question about children's bus fare.
Apr. 24	New LYMMO Orange line. Service alert: March for Babies event.

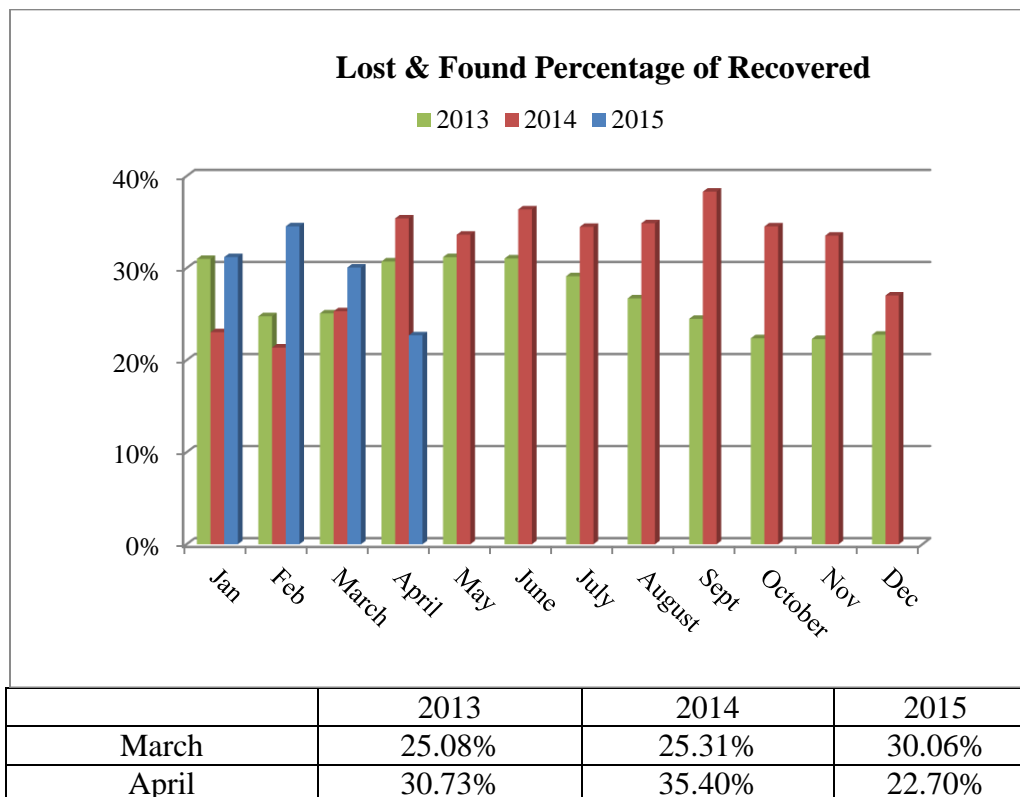
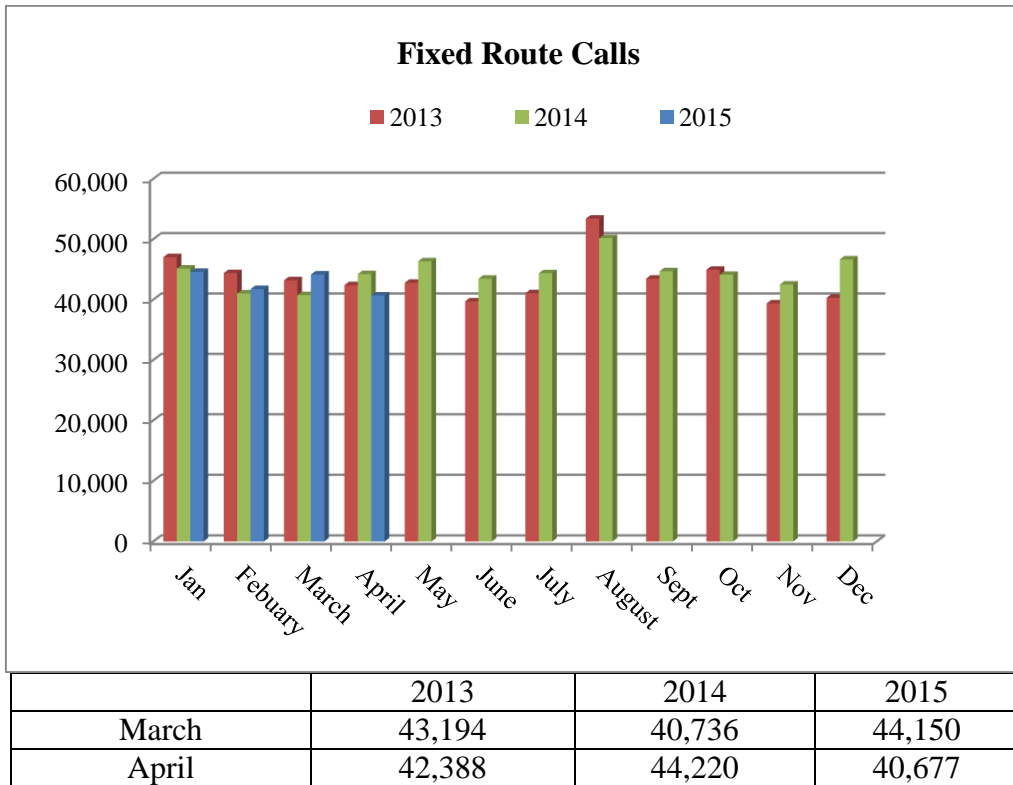
# LYNX Board Agenda

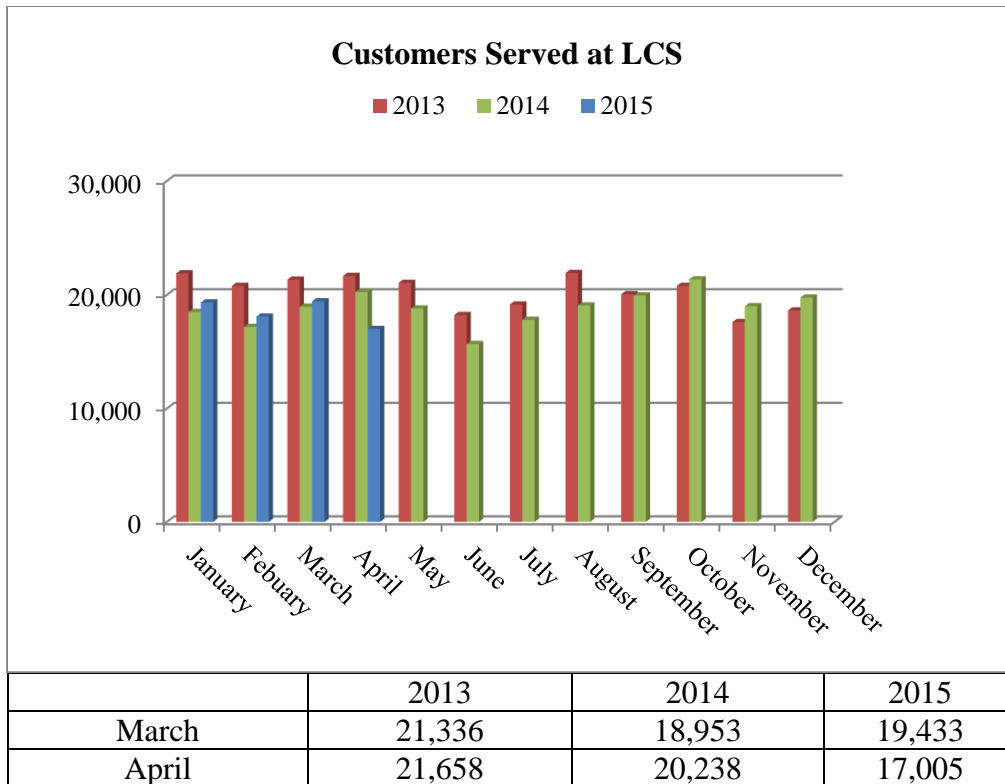
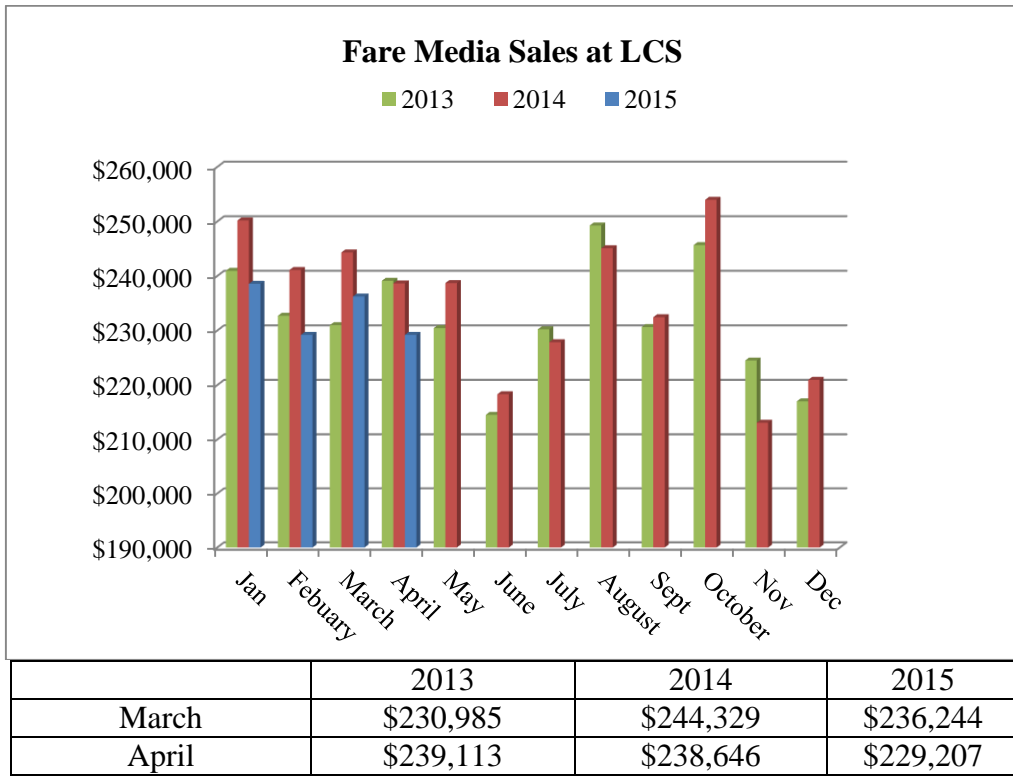
<b>LYNX Social Media: March – April, 2015</b>	
	Service alert: Construction on the Port Orleans cast member's service stop. Service alert: Orlando City Soccer game. Service alert: Universal Grad bash.
Apr. 25	Lions game connection services. Service alert: Orlando City Soccer game.
Apr. 26	Orlando City Soccer game day.
Apr. 27	Small upgrade to LCS. Response to customer concern. Response to complaint about our service. Response to customer comment about our survey. Response to customer complaint.
Apr. 28	Good luck Team LYNX at International Roadeo! LYNX Alert: Link 443 time adjustment.
Apr. 29	Nick Wallenda walk across the Orlando Eye. Links 8, 38 and 42 can take you to the Orlando Eye. One year SunRail anniversary! Responded to all who commented on small upgrade at LCS. Mayor Dyer's State of the City address.
Apr. 30	SunRail one year anniversary Throwback video. Response to customer comment about service animals. Response to customer request about adding a bus stop. Shared comment with Service Planning team. Response to customer complaint. Bike to work day with Mayor Buddy Dyer is tomorrow! Service alert: College Park dancing on the drive event.

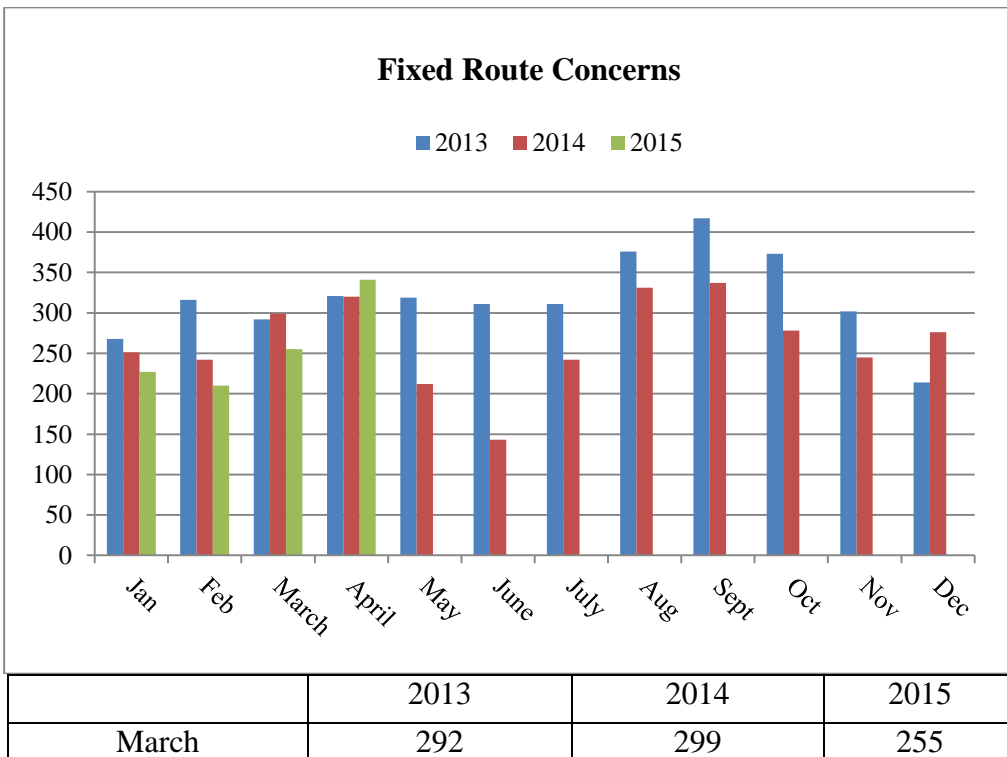
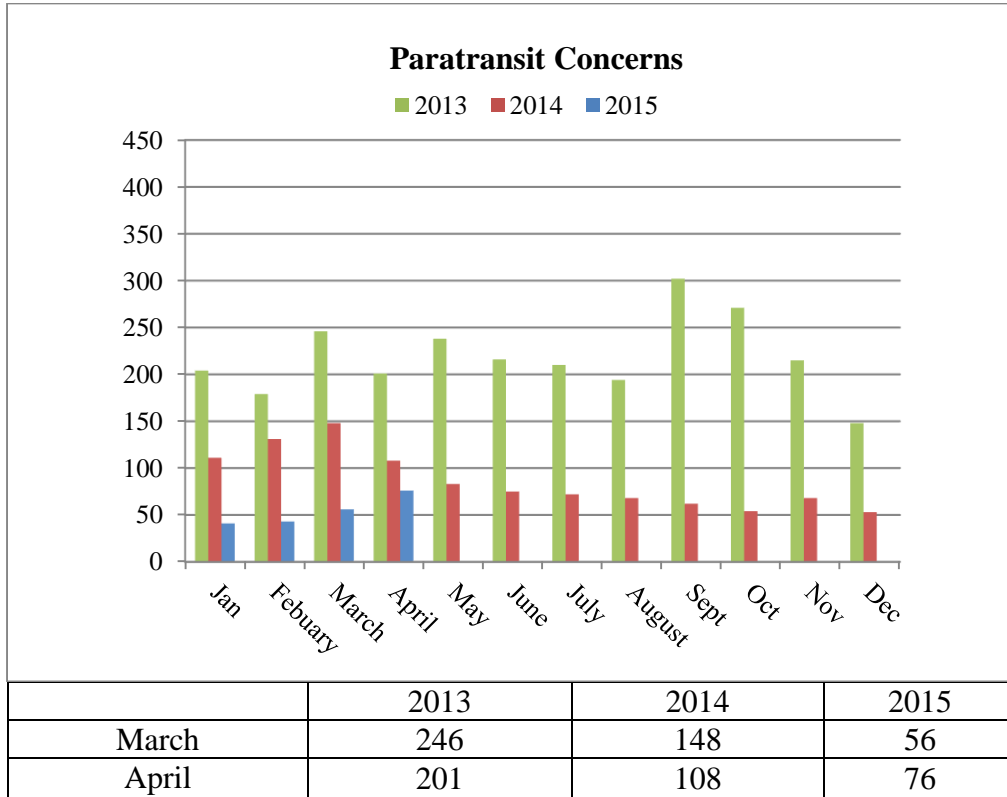
<b>SOCIAL MEDIA USAGE</b>	<b>MARCH 2015</b>	<b>APRIL 2015</b>
Facebook Likes	2,733	2,812
Facebook – No. of People Reached	35,207	36,892
Twitter Followers	2,150	2,293

<b>WEBSITE USAGE</b>	<b>MARCH 2015</b>	<b>APRIL 2015</b>
Total Page Views	755,467	729,252
Total User Visits	94,473	90,687

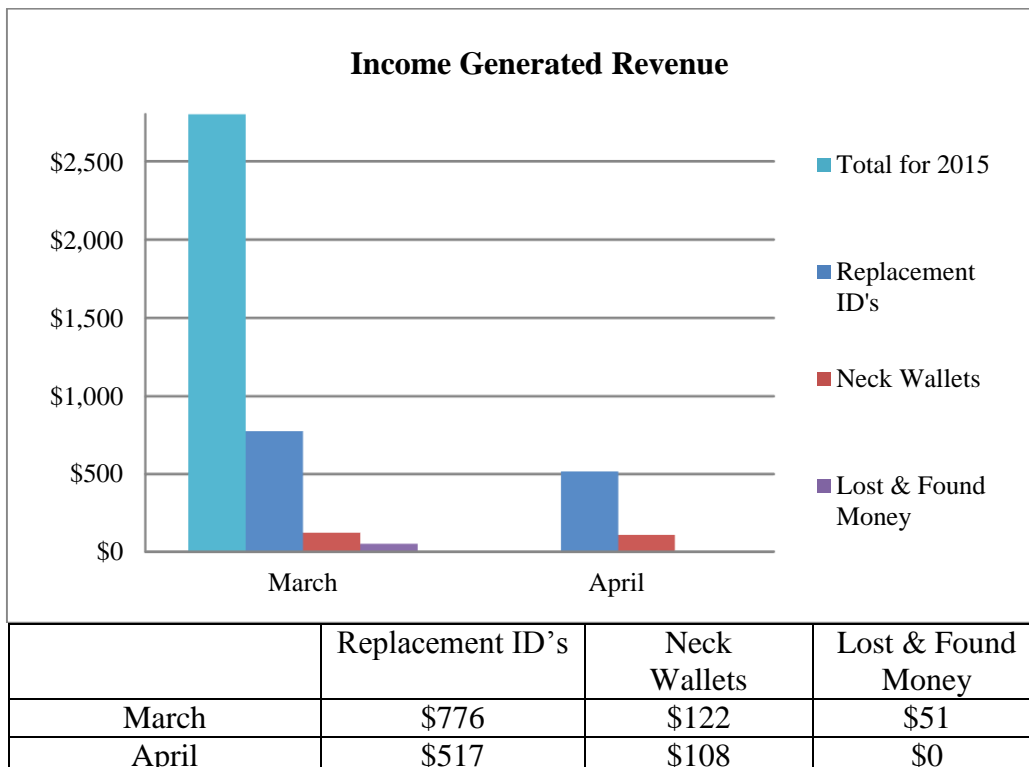
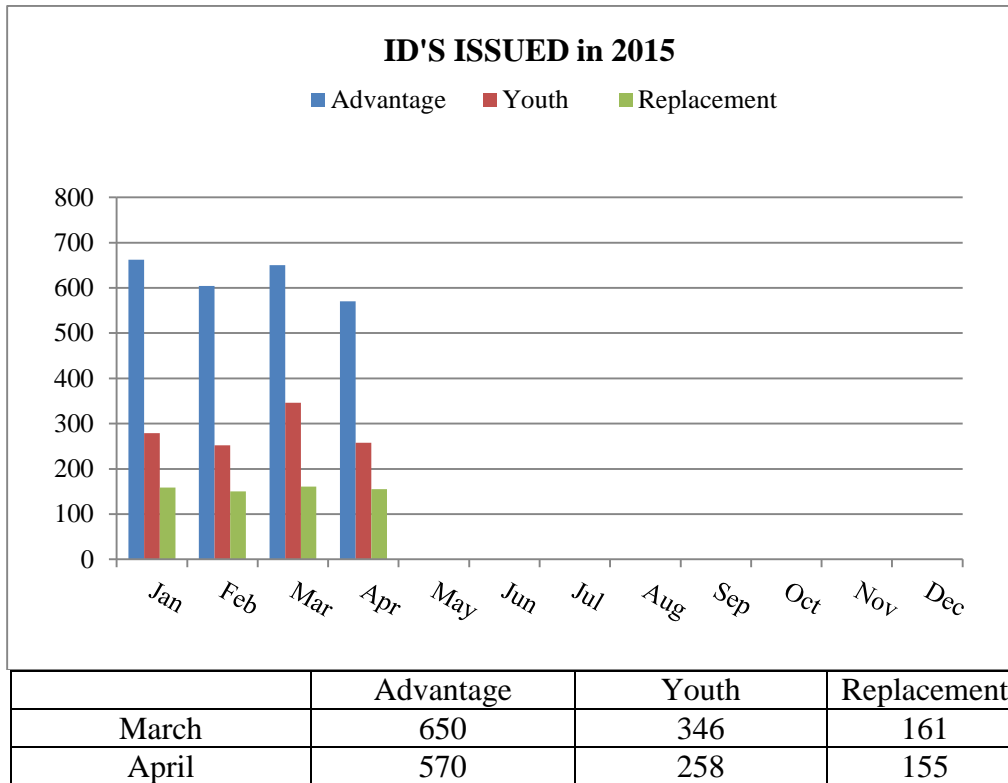
## Customer Service







April	321	320	341
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**Monthly Report F: Business Development Report**

**To:** LYNX Board of Directors

**From:** **Kathy Clary**  
BUSINESS DEVELOPMENT OFFICER  
**Cindy Zuzunaga**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6180

**Item Name:** Business Development Report

**Date:** 5/13/2015

**Advertising Sales**

<b>ADVERTISING SALES</b>	<b>FEBRUARY 2015</b>	<b>MARCH 2015</b>
Advertising Sales Revenue	\$154,118	\$ 262,162
Net Revenue to LYNX Fiscal Year to Date	\$853,057	\$1,115,219

**Commuter Services**

<b>COMMUTER CHOICE TRANSPORTATION PROGRAM</b>		
<b>VANPOOLS</b>	<b>FEBRUARY 2015</b>	<b>MARCH 2015*</b>
Vanpool Participants	833	838
Total Revenue Miles YTD	1,045,429	1,227,209
New Vanpools	0	5
Returned Vanpools	1	3
Current Vans in Service	129	131
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (2)	TSA (2)
	DEPARTMENT OF DEFENSE (1)	DEPARTMENT OF DEFENSE (1)
	VETERANS AFFAIRS (7)	VETERANS AFFAIRS (7)
	LOCKHEED	LOCKHEED



# LYNX Board Agenda

	MARTIN(2)	MARTIN(2)
	COLEMAN PRISON(1)	COLEMAN PRISON(1)
	DISNEY(10)	DISNEY(10)
	DARDEN(1)	DARDEN(1)
	SEAWORLD(4)	SEAWORLD(4)
	FLAGLER DEV(1)	FLAGLER DEV(1)
Phone Inquiries	53	46

\*Estimated numbers

**Monthly Report G: Government Relations Report**

**To:** LYNX Board of Directors

**From:** Tiffany Homler  
DIRECTOR OF GOVT AFFAIRS  
Tiffany Homler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Government Relations Report

**Date:** 5/13/2015

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**Federal Legislative Issues**

On April 29, 2015, the House Transportation-HUD Appropriations Subcommittee marked up the FY/2016 appropriations bill, which funds the Department of Transportation, Department of Housing and Urban Development, and other related agencies. The overall bill provides \$55.3 billion in discretionary spending, which is \$1.5 billion above FY/2015, but \$9.7 billion below the President's budget request.

The subcommittee bill was favorably reported to the full House Appropriations Committee. The full Committee is expected to markup the bill the week of May 11.

Highlights of the subcommittee bill include:

- **Federal Transit Administration:** The bill provides \$10.7 billion for the Federal Transit Administration (FTA), which is \$161 million below FY2015.
- **Transit Formula Grants:** The bill provides \$8.6 billion for transit formula grants, which is consistent with the authorized levels in the MAP-21 authorization legislation. This funding is contingent on the enactment of new transportation authorization legislation, as the current authorization expires this year.
- **Capital Investment Grants (New Starts/Small Starts):** The bill provides a total of \$1.9 billion for New Starts, full funding for all current "Full Funding Grant Agreement" (FFGA) transit projects, and an additional \$250 million for projects that will enter a FFGA by the end of FY/2016. Also included is \$40 million for core capacity projects, and full funding for all state and local "Small Starts" projects that will begin in FY2016. The bill also includes language (Section 163) limiting the federal share for new FFGAs under New Starts to 50 percent.

- **TIGER Grants:** The bill provides \$100 million for National Infrastructure Investment grants (also known as TIGER grants). This is \$400 million below FY/2015 and \$1.15 billion below the President's budget request. (The House typically provides less funding for TIGER than the Administration or the Senate.)

## **SunRail**

The Federal Transit Administration (FTA) has come to an agreement with Florida Department of Transportation on a final cost, scope, schedule, and operating costs for the SunRail Phase 2 South project. FTA received updated data forms from FDOT reflecting the final numbers and confirmed that the updated overall project rating for the project to be Medium High, based on a Finance rating of Medium-High and a Project Justification rating of Medium.

The next step is to begin developing a formal schedule for the Full Funding Grant Agreement (FFGA) with FDOT. It is anticipated that the parties will sign an FFGA for the project sometime this fiscal year.

## **2015 State Legislative Session**

The 2015 legislative session ended early on April 28, 2015 without passing a state budget. A special session will be required to complete the state's Fiscal Year 2015-2016 budget. Due to the early adjournment several bills impacting LYNX and general transportation bills died. LYNX had requested funding to retrofit the LYNX Operations Center to accommodate the conversion to Compressed Natural Gas (CNG). LYNX will continue to advocate for the funding in special session.

**Monthly Report H: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** **John Lewis**  
CHIEF EXECUTIVE OFFICER  
**Deborah Morrow**  
(Technical Contact)  
**Blanche Sherman**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - May 2015

**Date:** 5/13/2015

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Juan Battle Operations	Ft. Worth, TX	To attend the APTA 2015 International Bus Rodeo and Paratransit Conference	05/01/2015 - 05/06/2015	1,888	1,888
Moises Reina Operations	Ft. Worth, TX	To attend APTA 2015 International Bus Rodeo and Paratransit Conference	05/01/2015 – 05/06/2015	2,358	2,358
John Lewis Executive	Ft. Worth, TX	To attend APTA 2015 Bus Rodeo and Paratransit Conference & Board Meeting	05/02/2015 - 05/06/2015	2,284	2,284
Laura Minns Engineering and Construction	Ft. Worth, TX	To attend APTA 2015 Bus and Paratransit Conference and attend APTA committee meeting, workshop	05/02/2015 - 05/06/2015	1,500	1,500
George Covington Planning	Nashville, TN	To attend ESRI GIS Southeast Regional User's Group Conference	05/03/2015 - 05/06/2015	1,381	1,381
Leonard Antmann Finance	Boca Raton, FL	To attend the Financial Executives International (FEI) 2015 Summit Leadership Conference	05/17/2015 – 05/19/2015	1,991	1,991
John Lewis Executive	Atlanta, GA	To attend Region 4 quarterly meeting with Federal Transit Administration	05/19/2015 - 05/20/2015	540	540
Charles Baldwin Procurement	Atlanta, GA	To attend Region 4 quarterly meeting with Federal Transit Administration	05/19/2015 - 05/20/2015	469	469
Blanche Sherman Finance	Atlanta, GA	To attend Region 4 quarterly meeting with Federal Transit Administration	05/19/2015 - 05/20/2015	563	563

# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Matt Friedman Marketing/Comm.	Grand Rapids, MI	To attend the 2015 Transit Initiatives & Communities Conference	05/31/2015 – 06/03/2015	1,392	1,392
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>14,366</b>	<b>14,366</b>

**Monthly Report I: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** **John Lewis**  
 CHIEF EXECUTIVE OFFICER  
**Deborah Morrow**  
 (Technical Contact)  
**Blanche Sherman**  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - April 2015

**Date:** 5/13/2015

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Stephen Berry Operations	Gainesville, FL	To attend the Florida Transit Safety Network (FTSN) quarterly meeting	03/17/2015 – 03/18/2015	72	72
Cynthia Kuffel Risk Management	Tampa, FL	To attend half day training at CorVel	04/07/2015 - 04/07/2015	0	0
Mounia Derkouch Risk Management	Tampa, FL	To attend half day training at CorVel	04/07/2015 - 04/07/2015	0	0
Tiffany Homler Govt. Relations	Tallahassee, FL	To meet with Central Florida Legislative delegation & Secretary Boxwold w/Transp. Disadvantaged	04/07/2015 – 04/08/2015	319	319
Juan Battle Operations	St. Petersburg, FL	To attend the 2015 Annual Triple Crown Bus Roadeo	04/10/2015 - 04/12/2015	448	496
Benjamin Gonzalez Operations	St. Petersburg, FL	To attend and participate as a judge at the 2015 Annual Triple Crown Bus Roadeo	04/10/2015 - 04/12/2015	95	95
Tangee Mobley Operations	St. Petersburg, FL	To attend the 2015 Annual Triple Crown Bus Roadeo	04/10/2015 - 04/12/2015	448	448
Brian Ruppert Operations	St. Petersburg, FL	To attend the 2015 Annual Triple Crown Bus Roadeo	04/10/2015 - 04/12/2015	0	0
Tim May Paratransit	St. Petersburg, FL	To attend the 2015 Annual Triple Crown Bus Roadeo	04/10/2015 - 04/12/2015	95	95

# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Tiffany Homler Govt. Relations	Tallahassee, FL	To attend the FPTA quarterly Board meeting with legislators	04/15/2015 – 04/17/2015	615	615
Laura Minns Engineering and Construction	Washington, DC	To attend Transportation Research Board (TRB) meeting for TCRP Project	04/15/2015 – 04/17/2015	0	0
Elvis Dovalos Operations	Newport Beach, CA	To attend meeting on TCRP Project J-07 Synthesis Topic SF-18 “Use of Automotive Service Excellence (ASE) tests	04/20/2015 – 04/22/2015	0	0
Laura Minns Engineering and Construction	Jacksonville, FL	To attend FDOT workshop: Role of Florida Transit Agencies in Ped/Bike Safety Improvements.	04/24/2015 - 04/24/2015	18	18
Myles O'keefe Planning	Jacksonville, FL	To attend FDOT workshop: Role of Florida Transit Agencies in Ped/Bike Safety Improvements.	04/24/2015 - 04/24/2015	0	0
Jeff Reine Engineering and Construction	Jacksonville, FL	To attend FDOT session on Safe and Accessible Transit Services and Transit Agency Roles and Responsibilities	04/24/2015 – 04/24/2015	0	0
Tangee Mobley Operations	Cleveland, OH	To attend the TransitStat GCRTA site visit	04/29/2015 - 05/01/2015	659	659
Blanche Sherman Finance	Cleveland, OH	To attend the TransitStat GCRTA site visit	04/29/2015 - 05/01/2015	682	682
Susan Black Executive	Cleveland, OH	To attend the TransitStat GCRTA site visit	04/29/2015 - 05/01/2015	647	647
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>4,098</b>	<b>4,146</b>