

LYNX Board Agenda

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
Orlando, FL 32801

Meeting Date: 10/27/2022
Meeting Time: 1:00 PM

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

1. Call to Order

2. Approval of Minutes

-  Board of Directors Meeting Minutes 9.22.22 Pg 3

3. 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.

4. Chief Executive Officer's Report


5. Oversight Committee Report

6. Consent Agenda





A. Invitation for Bid (IFB)

- i.  Authorization to Release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Center Pressure Washing Services Pg 9


B. Award Contracts

- i.  Authorization to Award Contracts for Tort and Liability Legal Services Pg 10


C. Extension of Contracts




- i.  Authorization to Exercise the Second Option Year of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services Pg 12
- ii.  Authorization to Exercise the Second Option Year of Contract #20-C29 with GrayRobinson, P.A. for Labor/Employment Legal Services Pg 13
- iii.  Authorization to Exercise the Second Option Year of Contract #20-C33 with Akerman, LLP for Legal Services - Pension Pg 14
- iv.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services - Labor/Employment Pg 15

D. Miscellaneous


- i.  Authorization to Reappoint Albert J. Francis II to Pension Trustee and Administrative Committee Boards Pg 16

-Attachments 





- ii.  Authorization to Increase the Not to Exceed Amount of Contract #21-C49 with Jani-King of Orlando, LLC for Facility Disinfecting Services Pg 19

- iii.  Authorization to Enter into a Master Agreement with Trapeze Group for LYNX's Fixed Route and Paratransit Software Pg 20
 - iv.  Authorization to Enter into the FY2023 Bus Service Agreement with Osceola County Pg 22
- Attachments 

7. Action Agenda






- A.  Authorization to Implement December 11, 2022 Service Changes Pg 38

8. Information Items

- A.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 42
 - B.  Notification of Sole Source Procurements Pursuant to Administrative Rule 4 Pg 43
- Attachments  

9. Other Business

10. Monthly Reports

- A.  Communications Report - September Pg 48
 - B.  Monthly Financial Report - July 2022 Pg 56
- Attachments 
- C.  Ridership Report - August 2022 Pg 58
- Attachments 

11. Adjourned

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
Board of Directors' Meeting Minutes

PLACE: LYNX Central Station
455 N. Garland Avenue
Virtual and Board Room, 2nd Floor
Orlando, FL 32801

DATE: September 22, 2022

TIME: 1:00 p.m.

Members in Attendance:

Jerry Demings, Mayor, Orange County, Chair

Viviana Janer, Commissioner, Osceola County BoCC, Vice-Chair

Andria Herr, Commissioner, Seminole County BoCC

Buddy Dyer, Mayor, City of Orlando

John Tyler, Secretary, Florida Department of Transportation – District 5, Secretary

1. Call to Order

Chair Demings called the meeting to order at 1:07 p.m.

Chair Demings asked Commissioner Herr to lead the Pledge of Allegiance.

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of August 25, 2022. Commissioner Herr seconded. The minutes were unanimously approved as presented.

3. Public Comments

Joanne Counelis – Lake Mary, FL

Ms. Counelis would like 24-hour bus service every fifteen minutes. She also stated five different areas that she would like to see bus stops located.

Paula Pe – Orlando, FL

Ms. Pe stated that the SunRail platform needs to have a sign stating no bikes or skateboards, and that the Lime Lymmo takes too long to get to downtown.

4. Chief Executive Officer's Report

Tiffany Homler-Hawkins, Interim Chief Executive Officer, stated that ridership crossed over the 55,000 mark four times. The last time LYNX was at 55,000 trips was in February of 2020.

Ms. Homler-Hawkins stated that there is one change to the agenda concerning the Bus Service Agreements. The City of Kissimmee stated the Kissimmee Circulator would not be in their budget for FY2023, and funding would not continue past September 30, 2022. LYNX staff has posted notices on the website, social media and at the Kissimmee SuperStop.

The Union contracts are on the agenda. LYNX management has made a commitment to negotiate these contracts in a timely manner. These contracts cover over eighty percent of the employees. This is the third and final year of the contract.

5. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier. She stated that the committee approved the minutes from the August 25, 2022, Oversight meeting.

Amanda Clavijo, Chair of the Finance & Audit Committee, gave a report on the September 16, 2022 Finance & Audit Committee. The Finance Committee recommends approval of all Consent Agenda items.

The Oversight Committee recommends approval of all Action and Consent Agenda items.

6. Consent Agenda:

Chair Demings asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.vi. Ms. Homler-Hawkins stated that she recommends the entire Consent Agenda for approval.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Security Guard Services

B. Award Contracts

- i. Authorization to Negotiate and Award Contract #23-C15 to Garcia Civil Contractors, LLC for Construction Improvements to the Florida Mall Transfer Center
- ii. Authorization to Negotiate and Award Contract #23-C14 to Kiewit Infrastructure South Co. for the Construction Phase of the LYMMO Orange Line State of Good Repair
- iii. Authorization to Negotiate and Award Contract #22-C89 to Palmdale Oil Company, Inc. for Fuel Delivery of Ultra low Sulfur Diesel Through the End of FY2023

- iv. Authorization to Negotiate and Award Contract #22-C90 to Palmdale Oil Company, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2023
 - v. Authorization to Negotiate and Award a Contract to Petrotech Southeast, Inc. for Waste Disposal Services
- C. Extension of Contracts
- i. Authorization to Extend Contract with Akerman, LLP for Legal Services – General Counsel
 - ii. Authorization to Extend Contract and Exercise Optional Tasks with WSP USA, Inc. for Contract #21-C50
- D. Miscellaneous
- i. Authorization to Solicit FY 2023-2024 Project Applications for the Federal Transit Administration (FTA), Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities
 - ii. Authorization to Initiate Public Outreach for Fiscal Year 2023 Proposed Service Changes
 - iii. Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability
 - iv. Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2023
 - v. Authorization to Update Administrative Rule 4, Procurement and Contract Administration, to Provide for Transit Vehicle Manufacturer Compliance with DBE Requirements
 - vi. Authorization to Amend and Restate the Governing Documents for the LYNX Defined Contribution Plan for BU Employee and Trust

Mayor Dyer made a motion to approve Consent Agenda items 6.A.i. through 6.D.vi. Seconded by Commissioner Janer. Motion passed unanimously.

7. Action Agenda

A. Approval of the FY2023 Proposed Operating and Capital Budgets

Chair Demings recognized Lenny Antmann, Director of Finance, to make the presentation. Mr. Antmann stated that the level of service will remain consistent with FY2022 levels. COVID protocols will continue for enhanced cleaning and PPE materials. Federal Preventative Maintenance is budgeted at the Board approved level of \$6.8 million, and Finding Partner contributions are based on the approved Regional Funding Model.

The Local Capital contribution will include NeighborLink service hours and increase to \$3 per hour.

This budget does not include any dollars from the Sales Tax Initiative.

Ridership is estimated to be at seventy-five percent of Pre-COVID levels for fixed-route and ninety-five percent for Paratransit.

The fuel hedging program stabilized the cost of fuel for FY2022, but will increase for FY2023.

The Capital budget will include fleet replacement, Passenger Amenities Program improvements, and technological and facility improvements.

Supply chain issues have increased the total Capital budget, as orders placed in FY2022 will not be received until FY2023.

Commissioner Janer made a motion to Approve the FY2023 Proposed Operating and Capital Budgets. Seconded by Commissioner Herr. Motion passed unanimously.

B. Authorization to Enter into the FY2023 Service Funding Agreements with the Regional Funding Partners

Mr. Antmann continued with this item. He stated that all of the agreements include the budget assumptions that were in the previous presentation. The Funding model was used to complete the agreements.

Motion to approve the Authorization to Enter into the FY2023 Service Funding Agreements with the Regional Funding Partners, Municipal Funding Partners and the Bus Service Agreements was made by Commissioner Janer. Second by Commissioner Herr. Motion passed unanimously.

C. Authorization to Enter into the FY2023 Service Funding Agreements with the Municipal Funding Partners

D. Authorization to Enter into the FY2023 Bus Service Agreements

Interim CEO, Tiffany Homler Hawkins asked for clarification on the motion. Mayor Demings stated that the motion was to include the Funding Agreements with the Regional Funding Partners, the Municipal Funding Partners and the Bus Service Agreements. LYNX legal counsel approved the motion of all three items in one motion.

- E. Ratification of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596

Mayor Demings recognized Interim Chief Executive Officer, Tiffany Homler Hawkins to make the presentation. Ms. Homler Hawkins stated that the new pay rates would put LYNX in a better position to compete for bus operators, maintenance and supervisors. She thanked the negotiation team including Dana Baker, Lenny Antmann, Carrie Sarver and Terri Settington. She also thanked Willie Delgado and Scott Penvose the Union Presidents. She expressed her gratitude and appreciation to the Board for their support.

Motion to Ratify the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596 was made by Commissioner Janer who thanked everyone for the hard work to get this on the agenda. Second by Mayor Dyer. Motion passed unanimously.

- F. Ratification of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749

Motion to Ratify the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749 was made by Commissioner Janer. Second by Mayor Dyer. Motion passed unanimously.

8. Information Items

There were two items for review purposes only, no action was requested.

- A. Notification of Settlement Agreements Pursuant to Administrative Rule 6
- B. Notification of Sole Source Procurements Pursuant to Administrative Rule 4

9. Other Business

No other business was discussed.

10. Monthly Reports: (For review purposes only)

There were three reports in the packets for review purposes only. No action was required.

- A. Communications Report – August 2022
- B. Monthly Financial Report – June 2022
- C. Ridership Report – July 2022

12. Adjourned:

The meeting adjourned at 1:40 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 22, 2022 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Assistant

LYNX Board Agenda

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Elvis Dovalles
Director Of Maintenance
Ricky Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Center Pressure Washing Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Centers pressure washing services.

BACKGROUND:

The pressure washing services are required to provide a clean and safe experience for our customers at the LYNX Central Station (LCS) and the ten (10) Transfer Centers (SuperStops). LYNX contracts the pressure washing of the exterior concrete areas, shelters and seating at the aforementioned locations. This service provides hot water pressure cleaning, with safe chemicals and reclaimed water, four (4) times a month at LCS and two (2) times a month at the SuperStops. It is a requirement that the work is performed in a safe, environmentally responsible manner and in accordance with county and city rules, ordinances, and regulations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$71,000 for LYNX Central Station and Transfer Centers pressure washing services.

LYNX Board Agenda

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award Contracts for Tort and Liability Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute contracts with Dean Ringers Morgan & Lawton, P.A.; Fisher Rushmer P.A.; and GrayRobinson, P.A. for Tort and Liability Legal Services in a shared not to exceed (NTE) amount of \$2,200,000. The term of each contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

At the March 24, 2022 LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) to procure Legal Services for the Risk Management Department.

A solicitation for Legal Services Tort and General Liability (contract #22-R14) was issued with responses due by 2:00 pm EST on June 1, 2022.

Eight (8) responses from the following firms were received for the Legal Services Tort and General Liability RFP. All eight (8) proposals were considered responsive and were forwarded to the Source Evaluation Committee (SEC) for review.

LYNX ard Agenda

The SEC public meeting was held on August 11, 2022, with the following results:

SEC Ordinal Score	Ranking	Firm Name	Score
4	1	Dean, Ringers, Morgan & Lawton, P.A.	276
6	2	Fisher Rushmer, P.A.	275
9	3	GrayRobinson, P.A.	262
10	4	Hilyard, Bogan & Palmer, P.A.	250
16	5	Quintairos, Prieto, Wood & Boyer, P.A.	233
18	6	Weiss Serota Helfman Cole & Bierman, P.L.	225
21	7	Clark Hill PLC	195
22	8	Vernis & Bowling of Central Florida, P.A.	139

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$650,000 for legal representation in tort and liability matters.

LYNX Board Agenda

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services and to increase the contract not to exceed amount from \$250,000 to \$350,000.

BACKGROUND:

The Board approved the award of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. (formerly Broussard, Cullen & Blastic, P.A.) for workers' compensation legal services on January 31, 2020. The initial term of that contract was for two (2) years with the option of three (3) one-year terms. On December 9, 2021 the Board approved the exercise of the first option year with a not to exceed (NTE) of \$250,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$95,000 for legal services related to Workers' Compensation.

LYNX Board Agenda

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Terri Settingington
Director Of Human Resources
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C29 with GrayRobinson, P.A. for Labor/Employment Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #20-C29 with Gray Robinson, P.A. for Labor/Employment legal services.

BACKGROUND:

At the December 5, 2019 Board of Directors' meeting, staff received authorization to enter into a contract with Gray Robinson, P.A. for an initial term of two (2) years with three (3) one (1) year renewal options for Labor/Employment law services. The initial two (2) year term in the amount of \$450,000 expired on February 6, 2022. Staff received authorization on January 22, 2022 to exercise the first option year of this contract and increase the not to exceed to \$750,000. LYNX would like to request authorization to exercise the second option year of this contract to continue utilizing Gray Robinson, P.A.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Board Agenda

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Terri Settington
Director Of Human Resources
Terri Settington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C33 with Akerman, LLP for Legal Services - Pension

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #20-C33 with Akerman, LLP for Legal Services – Pension and to increase the not to exceed amount to \$975,000.

BACKGROUND:

On December 5, 2019, staff received authorization to execute Contract #20-C33 with Akerman, LLP for Legal Services – Pension in the amount of \$250,000. The term of the agreement was for two years. Since the initial award of the contract, the Board approved additional monies on April 22, 2021 increasing the not to exceed to \$430,000. This additional work was required of Akerman to address legal matters resulting from the 2020 & 2021 Collective Bargaining Negotiations, as well as providing legal counsel through the solicitation and contract negotiation phase for the Retirement Plan Administration and Recordkeeping Services Plan for the LYNX employees resulting in additional costs. Staff received authorization on October 28, 2021 to exercise the first option year of this contract and increase the not to exceed to \$875,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Board Agenda

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Terri Settington
Director Of Human Resources
Terri Settington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services – Labor/Employment

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract extension with the law firm of Baker Hostetler, LLP for Labor/Employment legal services for a period of one (1) year and increase the not to exceed by \$60,000.

BACKGROUND:

On January 23, 2020, the Board of Directors approved a contract extension with Baker Hostetler, LLP for Labor/Employment legal services to provide counsel for the 2020 labor negotiations that resulted in the current three (3) year collective bargaining agreement with the unions. On October 28, 2021, the Board of Directors approved a one-year contract extension to provide counsel for the re-opener of the union agreements to negotiate wages, healthcare and pension. In order to provide LYNX with continuity of labor and employment counsel, staff is requesting a one-year extension of this contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Board Agenda

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: Terri Settington
Director Of Human Resources
Terri Settington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Reappoint Albert J. Francis II to Pension Trustee and Administrative Committee Boards

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Resolution No. 22-008 authorizing the reappointment of Albert J. Francis II, to the Administrative Committee and Trustee Board for the 457 Deferred Compensation Plan, Money Purchase Plan, and the Defined Contribution Plan for Bargaining Unit Employees and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan).

BACKGROUND:

LYNX, as the employer, is the Plan Administrator for LYNX's Money Purchase Plan, Deferred Compensation Plan, and the Defined Contribution Plan for Bargaining Unit Employees. As such, the employer/Plan Administrator has a number of responsibilities, duties, and obligations in maintaining and operating each of the Plans. Unless an appointment is made to delegate these responsibilities and duties, the employer acts through its Board of Directors. For purposes of this, any reference to actions to be taken by LYNX in its capacity as employer or Plan Administrator means LYNX's Board of Directors unless otherwise specified. LYNX has general powers and responsibilities, including the power to appoint counsel, specialists, advisers, investment managers, agents (including any nonfiduciary agent) and other persons as the employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan, including the Trustee and Administrator. Consistent with this power of appointment, LYNX has the obligation to periodically review the performance of any fiduciary or other person to whom duties have been delegated or allocated by it. Since LYNX is the Administrator, and has the power to appoint, it may appoint any person(s) to perform its duties as the Administrator.

LYNX Board Agenda

FUNCTIONS OF THE ADMINISTRATOR - The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the participants and their beneficiaries in accordance with its terms. It has the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides, in its discretion, that the applicant is entitled to them. The Administrator may establish procedures to carry out the purpose of the Plan, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document. An enumerated listing of the Administrator's duties includes, but is not limited to, the following:

- (a) The discretion to determine all questions relating to the eligibility of employees to participate in the Plan;
- (b) The authority to review and settle all claims against the Plan;
- (c) To compute, certify, and direct the Trustee with respect to the amount of benefit to which any participant is entitled;
- (d) To authorize and direct the Trustee with respect to disbursements from the trust;
- (e) To maintain all necessary records for the administration of the Plan;
- (f) To interpret the provisions of the Plan and to make and publish rules;
- (g) To compute and certify the amount of contribution to the Plan and advise the Trustee accordingly;
- (h) To prepare and implement procedures to notify eligible employees of Plan provisions and changes;
- (i) To qualify any domestic relations orders received;
- (j) To assist any participant regarding the participant's rights, benefits, or elections available under the Plan; and
- (k) Retain a record of actions taken, accountings, records, etc. necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to any governmental agencies, participants and beneficiaries, as required by law.

For the employees who are members of ATU Local 1596 participate in a defined benefit retirement Plan. The Plan has an oversight Trustee Board consisting of three Union and three Management employees. LYNX's Chief Executive Officer selects three Management employees to serve as Trustees with confirmation from the LYNX Board of Directors' and the Union's Executive Board appoints its representatives.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

CFRTA RESOLUTION NO. 22-008

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) APPROVING THE
APPOINTMENT OF A MANAGEMENT APPOINTEE TO THE
ADMINSTRATIVE COMMITTEE AND BOARD OF TRUSTEE
APPOINTMENTS FOR RETIREMENT PLANS**

WHEREAS, LYNX is the sponsoring employer of the LYNX Money Purchase Plan, LYNX Defined Contribution Plan for BU Employees, LYNX Deferred Compensation Plan, and Amalgamated Transit Union 1596 Pension Plan (collectively, the “Plans”); and

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

WHEREAS, the Employer wishes to re-appoint Albert J. Francis II to the Board of Trustees of the Plan, effective, January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT: Albert J. Francis II is hereby re-appointed, effective January 1, 2023, to the following positions:

- Member of the Administrative Committee for the LYNX Money Purchase Plan
- Member of the Board of Trustees for the LYNX Money Purchase Plan
- Member of the Administrative Committee for the LYNX Defined Contribution Plan for BU Employees
- Member of the Board of Trustees for the LYNX Defined Contribution Plan for BU Employees
- Member of the Administrative Committee for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the Amalgamated Transit Union 1596 Pension Plan

APPROVED AND ADOPTED the ____ day of _____, 2022 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

LYNX Board Agenda

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: Elvis Dovalles
Director Of Maintenance
Elvis Dovalles
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Increase the Not to Exceed Amount of Contract #21-C49 with Jani-King of Orlando, LLC for Facility Disinfecting Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Not to Exceed amount for Contract #21-C49 with Jani-King of Orlando, LLC, for contracted facility disinfecting services to the amount of \$247,000.

BACKGROUND:

With LYNX Board Approval on January 27, 2022 under Consent Agenda Item #6.B.i., staff received authorization to award a one (1) year contract #21-C49 to Jani-King of Orlando, LLC, for facility disinfecting services for an not to exceed amount of \$217,154. The expectation was, that disinfecting services would only be used as long as required to mitigate the COVID19 threat. LYNX determined that the services were no longer required and discontinued the services as of September 30, 2022. The contract will remain active until the expiration date of February 4, 2023. The increase in the NTE is required to pay facility disinfecting services through September 30, 2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating budget includes \$2,110,000, for the enhanced disinfecting services and related materials.

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Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Craig Bayard
Director Of Information Technology
Maurice Jones
(Technical Contact)

Phone: 407.841.2279 ext: 6008

Item Name: Authorization to Enter into a Master Agreement with Trapeze Group for LYNX's Fixed Route and Paratransit Software

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into a master agreement with Trapeze Group, Inc. for our Fixed Route and Paratransit software. This Master Agreement will have a term of three (3) years with the option to extend for two (2) one (1) year periods. The total not to exceed for the first three (3) years will be \$2,539,955.

BACKGROUND:

LYNX currently has various software products with Trapeze Group, Inc. The software applications allow LYNX to manage its fixed route and paratransit services e.g. Scheduling/routing/dispatch, Eligibility Certification, Vehicle Communications, Run-cutting, Operations Management, Asset Tracking and Maintenance, Real time access. The various software applications facilitate our requirements to report data to FTA as well as allow LYNX to manage an efficient operation.

Our annual costs include annual software maintenance and support, training, and technology upgrades.

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The below table represents the annual cost.

Year	Annual Cost
One (Fiscal Year 2023)	\$ 832,901
Two (Fiscal Year 2024)	\$ 836,790
Three (Fiscal Year 2025)	\$ 870,264
Optional Years	
Four (Fiscal Year 2026)	\$ 905,074
Five (Fiscal Year 2027)	\$ 929,325

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budgets for Information Technology and Paratransit includes \$827,965 for our Fixed Route and Paratransit software.

LYNX Board Agenda

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2023 Bus Service Agreement with Osceola County

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Osceola County Bus Service Agreement in the amount of \$530,862.04 for a period of one (1) year.

BACKGROUND:

LYNX applied for a service development grant in June of 2021 for funding for service alternatives for a fixed-route bus service between St. Cloud and Lake Nona along Narcoossee Road, and a NeighborLink route in the greater St. Cloud area between Old Canoe Creek Rd. In September, 2021 LYNX was awarded the fixed route portion (Narcoossee Rd) of the application.

The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

The new service is paid for in partnership with the Florida Department of Transportation (FDOT) from a Service Development Grant (SDG). The grant provides 50% of the funding for the route from FDOT, with the remaining cost to be paid by Osceola County over a two-year period. FDOT will provide a total of \$1,047,625 towards the cost of the route from December, 2022

LYNX ard Agenda

through December, 2024. The attached agreement is for the portion to be paid by Osceola County for the period of December 11, 2022 through September 30, 2023.

A copy of the proposed bus service agreement that will be entered into between LYNX and Osceola County for Fiscal Year 2023 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially averse to LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

With the execution of the agreement, LYNX staff will incorporate the revenue and expenses associated with the new route in the FY2023 Budget Amendment.

**BUS SERVICE AGREEMENT
23-C26**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

Osceola County, Florida

relating to the providing of bus service in Osceola County, Florida

December 11, 2022

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by the **OSCEOLA COUNTY** at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Description & Schedule of Bus Route(s) Shall mean the area indicated in **Exhibit “A”** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
 - b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
 - c. The changing transportation needs of OSCEOLA COUNTY to the extent LYNX can accommodate such needs.
 - d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof December 11, 2022 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2023 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, OSCEOLA COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to OSCEOLA COUNTY Board County Commissioners. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by OSCEOLA COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and OSCEOLA COUNTY Board County Commissioners written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit OSCEOLA COUNTY or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with OSCEOLA COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with OSCEOLA COUNTY, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of OSCEOLA COUNTY paying to LYNX the Monthly Cost of Bus Service (Exhibit C). In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to OSCEOLA COUNTY at the following address:

OSCEOLA COUNTY

c/o Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL34741

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of OSCEOLA COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** OSCEOLA COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by OSCEOLA COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and OSCEOLA COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Tiffany Homler Hawkins, Interim Chief Executive Officer &
Chief Administrative Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel
455 North Garland Avenue
Orlando, Florida 32801-1518

OSCEOLA COUNTY: Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: Transportation Planning
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or OSCEOLA COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by OSCEOLA COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with OSCEOLA COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, OSCEOLA COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from OSCEOLA COUNTY. Thus, for example, if OSCEOLA COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of OSCEOLA COUNTY City Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and OSCEOLA COUNTY Board County Commissioners.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

DRAFT

Attest:

OSCEOLA COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair / Vice Chair

(Print Name and Title of Person Signing)

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: Tiffany Homler Hawkins
Title: Interim Chief Executive Officer &
Chief Administrative Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

EXHIBIT “A”

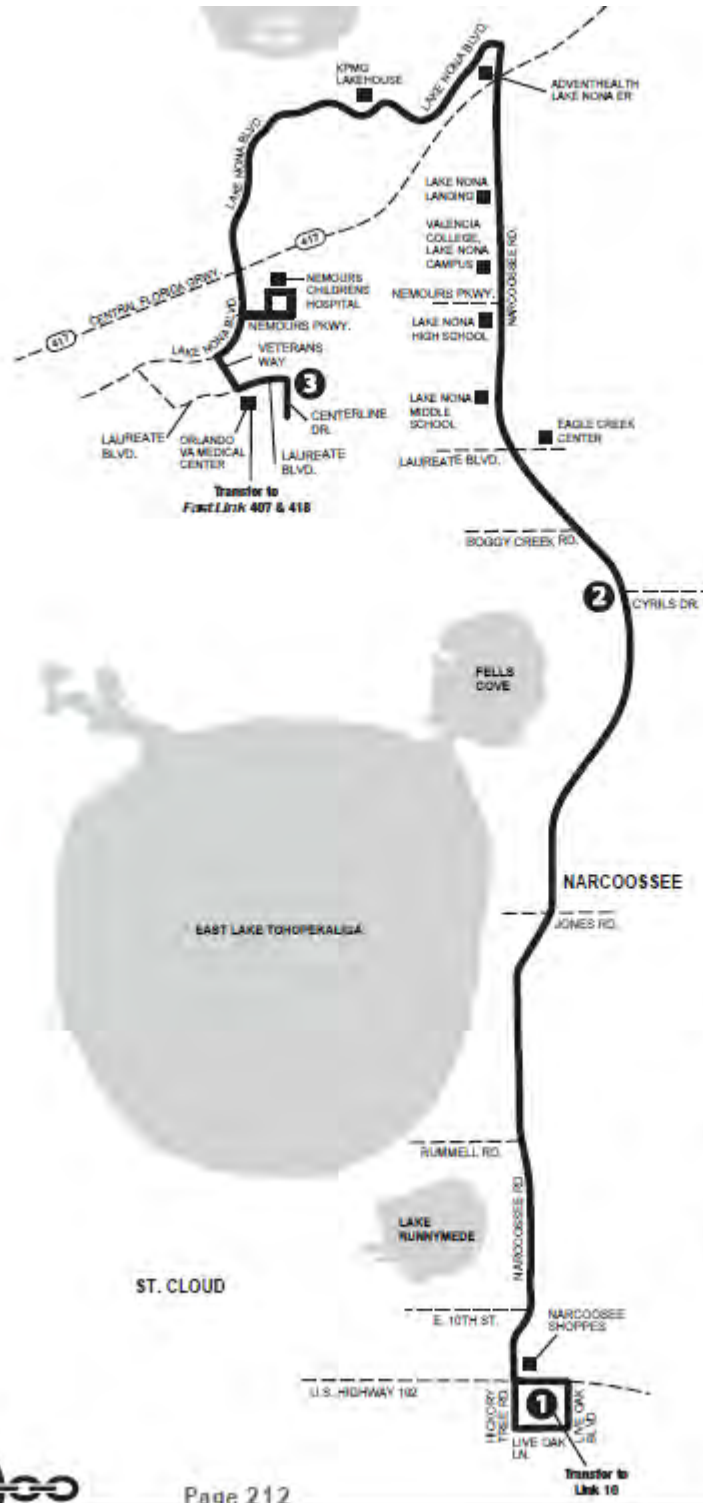
Description and Schedule of Bus Route(s)

The name for the route is Link 612 Narcoossee Road. The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

D
R
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F
T

EXHIBIT "B"

Schedule of Bus Service



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.



Link 612

Monday - Friday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	NARCOOSSEE RD. & U.S. HWY. 192		3	HARTWELL CT. & LAUREATE BLVD.	
2	NARCOOSSEE RD. & CYRILS DR.		2	NARCOOSSEE RD. & CYRILS DR.	
3	HARTWELL CT. & LAUREATE BLVD.		1	NARCOOSSEE RD. & U.S. HWY. 192	
6:06	6:20	6:48	6:06	6:33	6:48
6:06	6:21	6:60	6:00	6:29	6:46
7:06	7:22	7:61	7:00	7:31	7:47
8:06	8:22	8:61	8:00	8:31	8:47
9:06	9:21	9:49	9:00	9:30	9:47
10:06	10:21	10:49	10:00	10:30	10:47
11:06	11:21	11:49	11:00	11:30	11:47
12:05	12:21	12:49	12:00	12:30	12:47
1:05	1:21	1:49	1:00	1:30	1:47
2:05	2:21	2:49	2:00	2:30	2:47
3:05	3:22	3:52	3:00	3:31	3:48
4:05	4:22	4:52	4:00	4:31	4:48
5:05	5:22	5:52	5:00	5:31	5:48
6:05	6:20	6:47	6:00	6:30	6:46
7:05	7:20	7:47	7:00	7:28	7:43
8:05	8:20	8:47	8:00	8:28	8:43
9:05	9:20	9:47	9:00	9:28	9:43

P.M. Times are shown in bold

Saturday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	NARCOOSSEE RD. & U.S. HWY. 192		3	HARTWELL CT. & LAUREATE BLVD.	
2	NARCOOSSEE RD. & CYRILS DR.		2	NARCOOSSEE RD. & CYRILS DR.	
3	HARTWELL CT. & LAUREATE BLVD.		1	NARCOOSSEE RD. & U.S. HWY. 192	
6:06	6:16	6:46	6:06	6:36	6:46
6:06	6:16	6:46	6:00	6:30	6:41
7:06	7:16	7:46	7:00	7:30	7:41
8:06	8:16	8:46	8:00	8:30	8:41
9:06	9:16	9:46	9:00	9:30	9:41
10:06	10:16	10:46	10:00	10:30	10:41
11:06	11:16	11:46	11:00	11:30	11:41
12:05	12:15	12:46	12:00	12:30	12:41
1:05	1:15	1:46	1:00	1:30	1:41
2:05	2:15	2:46	2:00	2:30	2:41
3:05	3:15	3:46	3:00	3:30	3:41
4:05	4:15	4:46	4:00	4:30	4:41
5:05	5:15	5:46	5:00	5:30	5:41
6:05	6:15	6:46	6:00	6:30	6:41
7:05	7:15	7:46	7:00	7:30	7:41
8:05	8:15	8:46	8:00	8:30	8:41
9:05	9:15	9:46	9:00	9:30	9:41

Sunday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	NARCOOSSEE RD. & U.S. HWY. 192		3	HARTWELL CT. & LAUREATE BLVD.	
2	NARCOOSSEE RD. & CYRILS DR.		2	NARCOOSSEE RD. & CYRILS DR.	
3	HARTWELL CT. & LAUREATE BLVD.		1	NARCOOSSEE RD. & U.S. HWY. 192	
6:06	6:16	6:46	6:06	6:36	6:46
7:06	7:16	7:46	6:00	6:30	6:41
8:06	8:16	8:46	7:00	7:30	7:41
9:06	9:16	9:46	8:00	8:30	8:41
10:06	10:16	10:46	9:00	9:30	9:41
11:06	11:16	11:46	10:00	10:30	10:41
12:05	12:15	12:46	11:00	11:30	11:41
1:05	1:15	1:46	12:00	12:30	12:41
2:05	2:15	2:46	1:00	1:30	1:41
3:05	3:15	3:46	2:00	2:30	2:41
4:05	4:15	4:46	3:00	3:30	3:41
5:05	5:15	5:46	4:00	4:30	4:41
6:05	6:15	6:46	5:00	5:30	5:41
7:05	7:15	7:46	6:00	6:30	6:41
8:05	8:15	8:46	7:00	7:30	7:41
9:05	9:15	9:46	8:00	8:30	8:41
			9:00	9:30	9:41

P.M. Times are shown in bold

Osceola County Link 612

Exhibit C

Description of Appropriated Amount
December 11, 2022 through September 30, 2023

Month	Total Hours	Total Service Cost	FDOT SHARE	Osceola County Share
Dec-22	709.41	\$ 66,560.11	\$ 28,641.39	\$ 37,918.72
Jan-23	1,046.90	\$ 98,224.97	\$ 42,267.06	\$ 55,957.92
Feb-23	945.88	\$ 88,746.81	\$ 38,188.52	\$ 50,558.29
Mar-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Apr-23	1,011.35	\$ 94,889.51	\$ 40,831.78	\$ 54,057.73
May-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Jun-23	1,014.28	\$ 95,164.42	\$ 40,950.07	\$ 54,214.34
Jul-23	1,045.55	\$ 98,098.31	\$ 42,212.55	\$ 55,885.76
Aug-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Sep-23	<u>1,012.93</u>	<u>\$ 95,037.75</u>	<u>\$ 40,895.57</u>	<u>\$ 54,142.18</u>
TOTALS FOR FY-23	<u>9,931.74</u>	<u>\$ 931,841.53</u>	<u>\$ 400,979.49</u>	<u>\$ 530,862.04</u>

LYNX Board Agenda

Action Agenda Item #7.A

To: LYNX Board of Directors

From: James Boyle
Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement December 11, 2022 Service Changes

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective December 11, 2022.

BACKGROUND:

On September 22, 2022, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect December 11, 2022. Two in-person and one virtual hearing/workshop were held. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, October 18, 2022, 3-5 PM
Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Wednesday, October 19, 2022, 5-7 PM
Location: Virtual

Date/Time: Thursday, October 20, 2022, 4-6 PM
Location: LYNX Central Station, Orlando, FL

Details of these events and the service change proposals are published on our website at www.golynx.com.

LYNX Board Agenda

The public comment period for the proposed service changes ran from September 23, 2022, through October 23, 2022. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

NEW ROUTE

- **Link 612** – Narcoossee Road (Osceola County) – Service will operate via Narcoossee Road, Lake Nona Boulevard, Nemours Way, Veterans Way, Laureate Boulevard between U.S. 192 and the Lake Nona VA Center. Daily service will operate every 60 minutes from 5:05 a.m. – 9:45 p.m.

SCHEDULE ADJUSTMENTS

- **Link 8** – W. Oak Ridge Road/International Drive (Orange County)
- **Link 15** – Curry Ford Road/Valencia College East (Orange County)
- **Link 20** – Malibu Street/Pine Hills/Washington Shores (Orange County)
- **Link 25** – Mercy Drive/Shader Road (Orange County)
- **Link 26** – Pleasant Hill Road/Poinciana (Osceola County)
- **Link 28** – E. Colonial Drive/Azalea Park (Orange County)
- **Link 29** – E. Colonial Drive/Goldenrod Road (Orange County)
- **Link 38** – Universal Orlando/I-Drive Express (Orange County)
- **Link 42** – International Drive/Orlando International Airport (Orange County)
- **Link 54** – Old Winter Garden Road (Orange County)
- **Link 60** – LYMMO Orange Line (Orange County) – Weekday frequency
10:30 a.m.-2:30 p.m. will change to 8 minutes. Weekday service will end at 10:30 p.m.
Weekend service will begin at 8 a.m. Saturday service will end at 10 p.m.
- **Link 62** – LYMMO Grapefruit Line (Orange County) – Weekday frequency
8 a.m.-5:30 p.m. will change to 8 minutes. Weekday service will end at 10:30 p.m.
Weekend service will begin at 8 a.m. Saturday service will end at 10 p.m.
- **Link 104** – East Colonial Drive (Orange County)
- **Link 105** – West Colonial Drive (Orange County)
- **Link 107** – U.S. 441 (Orange Blossom Trail)/Florida Mall (Orange County)
- **Link 108** – U.S. 441 (Orange Blossom Trail)/Kissimmee (Orange County/Osceola County)

LYNX Board Agenda

- **Link 306** – Disney Direct/Poinciana (Osceola County/Orange County)
- **Link 350** – Destination Parkway/SeaWorld/Disney Express (Orange County)
- **FastLink 418** – Meadow Woods/Lake Nona/Florida Mall (Orange County)
- **Link 426** – Poinciana Circulator (Osceola County)
- **Link 434** – SR 434 (Orange County/Seminole County)
- **Link 436S** – SR 436/Fern Park/OIA (Orange County/Seminole County)

ADDITIONAL TRIPS and/or SCHEDULE ADJUSTMENTS

- **Link 11** – S. Orange Avenue/Orlando International Airport (Orange County) – Adding Sunday 9:45 p.m. trip from LYNX Central Station and 10:30 p.m. trip from OIA.
- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Adding Sunday 9:45 and 10:45 p.m. trips from Sand Lake Commons to downtown. Minor schedule adjustments.
- **Link 37** – Pine Hills/Florida Mall (Orange County) – Adding weekend 4:45 a.m. trip from Hiawasse Road/Silver Star Road. Minor schedule adjustments.
- **Link 125** – Silver Star Road (Orange County) – Adding Sunday 8:50 p.m. trip from West Oaks Mall and 9:50 p.m. trip from LYNX Central Station. Sunday trips will leave West Oaks Mall at :00. Minor schedule adjustments.

ROUTE and/or SCHEDULE ADJUSTMENTS

- **Link 1** – Winter Park/Maitland/Altamonte Springs (Orange County/Seminole County) – Northbound routing will use Westmonte Drive to SR 436. Minor schedule adjustments.
- **Link 10** – East U.S. 192/St. Cloud (Osceola County). – Will no longer operate on Budinger Avenue, 10th Street, Old Hickory Tree Road and 17th Street. New routing will use U.S. 192 through St. Cloud. Extending route to U.S. 192 and Narcoossee Road. Schedule adjustments.
- **Link 40** – Americana Boulevard/Conroy Road (Orange County) – Extending route to Universal Orlando Employment Center on Sunday. Adding Sunday 7:45 p.m. trip from LYNX Central Station and 9 p.m. trip from Universal Orlando Employment Center. Schedule adjustments.

LYNX Board Agenda

- **Link 45** – Lake Mary (Seminole County) – Weekday route will now serve Seminole State College via College Drive. Schedule adjustments.
- **Link 55** – West U.S. 192/Four Corners (Osceola County/Lake County) – Weekday service will operate to U.S. 192/Legacy Boulevard. Service to Four Corners will be provided by LakeXpress. Schedule adjustments.
- **Link 61** – LYMMO Lime Line (Orange County) – Extending service via Division Street, Anderson Street, Delaney Street, Gore Street, Orange Avenue, South Street and Garland Avenue. Changing frequency to 15 minutes during weekday peak and 20 minutes off-peak/weekends. Daily service will end at 9 p.m. Weekend service will begin at 8 a.m.
- **Link 111** – SeaWorld/Orlando International Airport (Orange County) – Discontinuing service on Tradeshow Road and Universal Boulevard. Route will use Destination Parkway. Schedule adjustments.
- **NeighborLink 622** – Oviedo (Seminole County) – Extending zone south to SR 426 and Chapman Road. Changing fixed-route service between Oviedo Mall and Oviedo Medical Center to reservation-based. Minor schedule adjustments. Renumbering as NeighborLink 822.
- **NeighborLink 651** – Goldsboro (Seminole County) – Extending zone north to Seminole Boulevard and east to Pine Avenue/downtown Sanford. Airport Boulevard service will change from fixed-route to reservation-based. Minor schedule adjustments. Renumbering as NeighborLink 851.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE Participation goal is not applicable for this activity.

FISCAL IMPACT:

The base service changes are budget neutral. There is an additional bus service agreement being executed with Osceola County for the New Link 612. LYNX Staff will include the revenue and associated expenses in the FY2023 Operating Budget Amendment.

LYNX Board Agenda

Information Item A

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 10/27/2022

LYNX Liability Claim Settlements September 1 – September 30, 2022

Claimant Name	Date of Loss	Type	Payment	Paid
Victor Rivera	05/21/22	PD	\$1,358.64	09/08/22
Martinez Manglardi fbo Harold Mendez	02/15/22	BI	\$18,000.00	09/15/22
Michael Brehne fbo Elenora Toler	04/09/18	BI	\$10,000.00	09/15/22
NeJame Law fbo Cassandra Johnson	12/13/21	BI	\$10,000.00	09/15/22
NeJame Law fbo Melvilan Johnson	12/13/21	BI	\$10,000.00	09/15/22
Yates and Schukker (Ana Cardenas)	02/13/22	PD	\$16,757.15	09/15/22
Dan Newlin fbo Rafael Ortiz Concepcion	09/05/19	BI	\$30,000.00	09/15/22
Justin Fluellen	05/17/22	PD	\$4,452.50	09/15/22
Ditchey Geiger / Esaban Carle	05/06/22	PD	\$4,428.83	09/15/22
Enterprise (Daniel Zagata)	06/23/22	PD	\$917.82	09/22/22
George Meder	09/02/22	PD	\$4,225.82	09/22/22
Michael T. Gibson fbo Carmen Rivera	07/20/21	BI	\$9,000.00	09/22/22
Rick S. Jacobs fbo Alvenise Glosy	04/02/21	BI	\$15,000.00	09/22/22
Rick S. Jacobs fbo Alvenise Glosy guardian of Jeff Glosy	04/02/21	BI	\$3,000.00	09/22/22

LYNX Board Agenda

Information Item B

To: LYNX Board of Directors

From: Maurice Jones
Director Of Procurement
Maurice Jones
(Technical Contact)

Phone: 407.841.2279 ext: 6057

Item Name: Notification of Sole Source Procurements Pursuant to Administrative Rule 4

Date: 10/27/2022

Pursuant to LYNX Administrative Rule 4, information is attached for the following Sole Source Procurements:

1. VUEWorks
2. CHK America



Sole Source Justification

DATE: August 22, 2022

REQUESTED BY: Francis Franco, GIS Supervisor

SUBJECT: Data Transfer Solutions, LLC – VUEWorks Asset Management System, Revitalization and Annual Software Maintenance

BACKGROUND:

In 2013 LYNX purchased VUEWorks Asset Management System and made the capital investment for hardware and software as part of the Bus Stop Facility Database and Accessibility project. The project involved stop location and asset field data collection and the implementation of the VUEWorks system for continuous maintenance of the asset data and record keeping. Since its original implementation, LYNX has added modules for bus stop and building facilities asset management. In 2019 LYNX GIS support team found the production database for the facilities and related modules deficient, and/or inoperable. Encumbered by federal requirements it is determined a revitalization and upgrade is necessary. VUEWorks is one of several systems of record for LYNX's asset management and is essential to maintaining the Federal Transit Administration's (FTA) required Transit Asset Management (TAM) Plan.

SOLE SOURCE JUSTIFICATION: In addition to the attached sole source justification document provided by the vendor advising that Data Transfer Solutions, LLC. (DTS) is the owner, manufacturer, and sole source provider of VUEWorks, LYNX's asset management system of record. If the agency were to pursue another vendor and software package to provide asset management support, the procurement would result in a substantial duplication of costs. The costs would arise from paying for the new asset management software and interruptions of LYNX facility (bus stops and buildings) work order requests which would impact maintenance and customer service needs. Moreover, the transition to a new asset management software would require staff training on a new system and integration of the asset management system into other existing LYNX software and hardware systems. The aforementioned cost implications will not allow LYNX to properly maintain a current TAM Plan.

COST/PRICE ANALYSIS:

The cost for the VUEWorks revitalization efforts is included in option #3 of the cost proposal. DTS is quoting \$39,250.00 for fixed services which includes the reimport of the facility asset data that was previously populated in the LYNX VUEWorks instance, DTS will provide in addition to Options #1 and #2, configuration services for implementing the desired functionality of the Facility Module as well as the corresponding Work Management components and mobile apps to take full advantage of the tools that VUEWorks provides. Under this option DTS staff will be responsible for making the necessary configuration changes and additions in coordination with LYNX staff.

Francis Franco
Francis Franco
Project Manager

8/29/2022
Date:

W. J. Slot
William John Slot
Chief Innovation Officer

8/3/22
Date:

Leonard Antmann
Leonard Antmann
Chief Financial Officer

9/2/22
Date:

James Boyle
James Boyle
Director of Planning & Development

08-30-2022
Date

M. A. Jones
Maurice A. Jones
Director of Procurement

9/6/2022
Date

Carrie L. Sarver
Carrie L. Sarver, ESQ., B.C.S
Senior In-House Counsel

9/12/22
Date

Tiffany Homler-Hawkins
Tiffany Homler-Hawkins
Interim Chief Executive Officer

9/14/22
Date:



Sole Source Justification

DATE: Sept. 20, 2022

REQUESTED BY: Matt Friedman, Director of Marketing Communications

SUBJECT: CHK America Design Support for Brochures and Maps

BACKGROUND:

In 2014, LYNX switched to a new map design company, CHK America. The last sole source was signed for FY2022.

SOLE SOURCE JUSTIFICATION:

CHK will provide LYNX with design support. These files have been built with CHK America proprietary programming. This includes the development of Excel formulas to format data and calculate service summaries along with graphic types and styles that expedite the updating of brochures and maps. This proprietary nature of the program prevents files from being transferred to a new vendor.

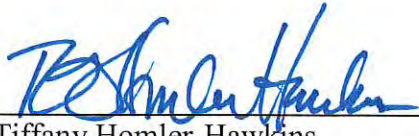
The design work of CHK meets the needs of our passengers in different formats. Previous estimates to redesign/rebuild these maps with a new contractor has been more than \$160,000 plus the on-going additional cost of service change updates.

COST/PRICE ANALYSIS:

The on-going design support usually ranges \$30,000-40,000 annually depending on the intricacy of our service changes. In 2022, \$21,000 was spent on brochure and map changes. This expense is in the marketing FY2023 budget.

Matt Friedman
Director of Marketing Communications

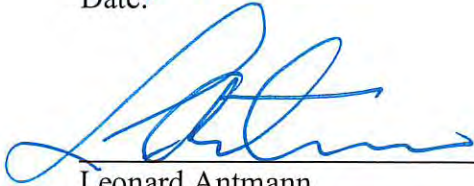
Date:



Tiffany Homler-Hawkins
Interim Chief Executive Officer/
Chief Administrative Officer

10/6/22


Date:



Leonard Antmann
Chief Financial Officer

10/13/22

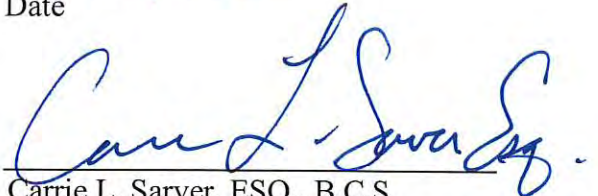
Date:



Maurice A. Jones
Director of Procurement

10/13/2022

Date



Carrie L. Sarver, ESQ., B.C.S
Senior Staff Attorney In-house Counsel

10/18/22

Date

LYNX Board Agenda

Monthly Report A

To: LYNX Board of Directors

From: **Matthew Friedman**
Director Of Marketing Communications
Janet Vidal
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report - September

Date: 10/27/2022

LYNX Press Releases | Media Notes: September 2022

September 16	LYNX September 22 Board of Directors and Oversight Committee Meeting Information
September 20	Kissimmee Connector to be Eliminated on Sept. 30
September 22	LYNX to Hold Public Workshops and Hearings for December 2022 Service Proposal
September 27	LYNX Hurricane Ian Statement at 10:15 a.m. on Sept. 27
September 28	LYNX Hurricane Ian Statement at 9:45 a.m. on Sept. 28
September 29	LYNX Tropical Storm Ian Statement at 8 p.m. on Sept. 29
September 30	LYNX Tropical Storm Ian Statement at 8:30 a.m. on Sept. 30
	LYNX Tropical Storm Ian Statement at 10 a.m. on Sept. 30
	LYNX Tropical Storm Ian Statement at 11 a.m. on Sept. 30
	LYNX Tropical Storm Ian Statement at Noon on Sept. 30
	LYNX Tropical Storm Ian Statement at 1 p.m. on Sept. 30
	LYNX Tropical Storm Ian Statement at 3 p.m. on Sept. 30
	LYNX Tropical Storm Ian Statement at 2:30 p.m. Oct. 2

LYNX Board Agenda

September 2022 – LYNX News Articles

To view the articles below please copy and paste the link into a browser.	
September 13	New dashboard set to launch showing Orange County transportation tax plans
September 14	Seminole recommends Lynx operate the SunRail system in 2024
September 15	Kissimmee to add new last-mile transportation service
September 16	Orange County launches interactive transportation dashboard WFTV - TVEyes Media Monitoring Suite - [Transcript] 1 WFTV - TVEyes Media Monitoring Suite - [Transcript] 2 News 13 - Media Transcript 1 News 13 - Media Transcript 2 Orange debuts map showing benefits of sales tax bump Wondering how a sales tax increase would change Orange County? There's a map for that Orange County creates transportation sales tax project resource
September 19	We cannot solve housing unless we solve transit Commentary
September 21	LYNX bus route in Kissimmee to end operations
September 23	SunRail moves toward third-party Orlando train system operator for the commuter train system
September 27	Mayor Demings: Most Ian impact will be north/west of Interstate 4 Orlando International Airport to cease flights as Hurricane Ian nears
September 28	Hurricane Ian Live Updates: DeSantis suspends tolls for Central Florida
September 29	Hurricane Ian LYNX News
September 30	Hurricane Ian floods Orlando hotel

LYNX Board Agenda

September 2022 – LYNX Social Media

September 1	If you're traveling for #LaborDay , we've got you covered. Join us for a hiring event at the Central Florida Fairgrounds.
September 2	We hope everyone has a safe and enjoyable Labor Day weekend!
September 3	Service Alert: Due to the Orlando Pride match tomorrow, Sept. 4, Links 20, 21, 62 and 19 will be detoured. We will be operating a holiday schedule on Labor Day, Sept. 5.
September 4	Join us for the 22nd Annual Governor's Job Fair at the Central Florida Fairgrounds. Service Alert: Due to the Orlando Pride match today, Sept. 4, Links 20, 21, 62 and 19 will be detoured.
September 5	Happy #LaborDay to all.
September 6	#TipTuesday : Be sure to place pets in a closed pet carrier unless they are trained service animals. Response to question if the 51 on S Conway Rd is out of service. Response to complaint on bus 34 at 6:15 pm going to Sanford, never showed up. Response to a complaint of being cut off by a student driver headed towards LYNX Lane.
September 7	Today is the day! Join us at the Central Florida Fairgrounds. September is National Preparedness Month. Service Alert: Due to the U.S. Open Cup final today (9/7) at Exploria Stadium, Links 20, 21, 62 and 19 will be detoured.
September 8	Taking you back in time with this we're hiring bus wrap. Response to question, what is our email address?
September 9	Night lights at LYNX Central Station. Response to rider who left his bike on Bus 15.
September 10	Safety is our priority! Remember, if you see something, say something.
September 11	In observance of September 11 our social media will remain silent.
September 12	A warm welcome aboard to all LYNX riders on this sunny Monday morning.
September 13	Name this stop!
September 14	Let's work together to keep our bus stops clean.
September 15	We celebrate National Hispanic Heritage Month. LYNX staff represented the agency at the Supplier Diversity Matchmaking Expo.
September 16	Good day from the LYNX Central Station terminal in downtown Orlando! The Sept. 22 LYNX Oversight Committee & Board of Directors meetings will be open to the public. Take a look at Orange County's interactive Transportation Projects dashboard.

LYNX Board Agenda

September 17	A trip to the Orlando Science Center is easy! Service Alert: Due to the Lions match today (9/17), Links 20, 21, 62 and 19 will be detoured.
September 18	#RailSafetyWeek begins tomorrow. Please consider these safety tips to keep yourself and others safe.
September 19	Our bus maintenance team perform routine maintenance daily to ensure your safety. Response to question on 434 route only running two buses instead of the usual 3. Response to feedback given on bus stop terminal needing some upkeep.
September 20	#DYK that bikers are welcome on all LYNX buses (except LYMMO)? The Kissimmee Connector/Link 709 will end service on Sept. 30. Response to question on why end the connector during a bid and not wait until after. Service Alert: Due to road construction on the Antioch Manor property, Link 25 will not have access to the lobby service stop beginning Sept. 21- 26.
September 21	We are actively hiring for multiple roles. Service Alert: Due to the Orlando Pride match today, Sept. 21, Links 19, 20, 21 and 62 will be detoured.
September 22	Our two monthly meetings are happening today (9/22). Happy #FirstDayofFall! Service Alert: Effective Wednesday, Sept. 28, two bus stops will be added to the southbound loop of the Link 405 route. It's a great day to #TryTransit! Response to bike being left on bus #11 to the airport.
September 23	The next service change is December 11. Response to question on our next board meeting. Response to comment of rider thanking us for listening and adding Link 40 as a Sunday service for Universal Employment Center. Response to comment on wanting to have the 443-bus run later. Response to question on whether Link 10 will extend service on 192 to Narcoosee. Response to comment about 108 not be extended despite 709 being eliminated. Response to comment on having a bus route for Old Lake Wilson Rd by Disney's I4. Response to comment to add an early start time for 37 on the weekend. The Kissimmee Connector/Link 709 will end service on Sept. 30.
September 24	Hurricane Alert: Don't be caught off guard and be prepared.
September 25	Service Alert: Due to the Orlando Pride match today, Sept. 25, Links 19, 20, 21 and 62 will be detoured. It's "If You See Something, Say Something®" Awareness Day. Response to a delay of bus 436N towards Apopka.

LYNX Board Agenda

September 26	<p>Lennox wants to remind you to have your bus pass ready before boarding.</p> <p>We are closely monitoring Hurricane Ian and will continue to provide regular updates.</p> <p>Hurricane Ian Update - Sept. 26 3:30p: September 27 Access LYNX only performing life sustaining medical trips; Fixed Route, NeighborLink and LYMMO service will continue.</p> <p>Response to a request to have bus 106 replaced with a longer bus due to the bus being packed at 7: 30 a.m. and 5:30 p.m.</p> <p>Response to question on whether an employee still works at LYNX.</p> <p>Response to complaint on bus 350 heading from Disney Springs delays.</p> <p>Response to a request to have bus 37 from Hiawassee leave earlier on the weekend.</p> <p>Response to question on whether buses will operate to the airport tomorrow.</p> <p>Response to question on whether bus 55 will run on Tues., Wed, and Thurs., due to the storm.</p>
September 27	<p>The Kissimmee Connector/Link 709 will end service on Sept. 30.</p> <p>Hurricane Ian Update - Sept. 27 10:15a: LYNX will continue to monitor Hurricane Ian. Access LYNX only performing life sustaining medical trips; Fixed Route, NeighborLink and LYMMO service will continue.</p> <p>Response to question on if bus 20 will run tomorrow.</p> <p>Response to question if people are on the bus or waiting for the bus will we leave them stranded.</p> <p>Response to comment on riders lost item.</p> <p>Response to question on whether our buses are running on schedule.</p> <p>Effective tomorrow, Sept. 28, two bus stops will be added to the southbound loop of the Link 405 route.</p>
September 28	<p>Hurricane Ian Update - Sept. 28 9:45a: Effective at 10:30 a.m. Sept. 28 until further notice all LYNX buses will be out of service.</p> <p>Response to question about discounted pricing for kids.</p>
September 29	<p>Reminder: Kissimmee Connector/Link 709 will end service Sept. 30.</p> <p>We are monitoring Tropical Storm Ian. All buses are out of service until further notice. We will evaluate routes when it is safe.</p> <p>Response to questions on whether our buses will be operating as normal on Friday.</p> <p>Response to a question on our bus services status.</p> <p>Response to comment thanking us for our rescue efforts.</p> <p>Response to question if ACCESS LYNX will return to service tomorrow.</p> <p>Response to question on how often we update our resources.</p> <p>Response to comment of a trip being canceled.</p> <p>Response to questions on whether service will resume tomorrow.</p> <p>Response to question on whether Bus 300 to Disney will resume</p>

LYNX Board Agenda

	<p>tomorrow.</p> <p>Update - Sept. 29 8:00p: Effective Friday morning ACCESS LYNX will provide only life sustaining trips and shelter requests through the weekend. LYNX is actively evaluating the roadways for when fixed route and NeighborLink services can safely return to moving passengers.</p> <p>When bus services do return, detours are expected.</p> <p>Response to questions on when will service resume.</p>
September 30	<p>Update - Sept. 30 8:30a: LYNX fixed route service will begin using a Sunday/Holiday schedule through the weekend. Links 10, 26, 55, 56, 108 and 306 will begin service at 9:30 a.m. today. Other routes will start service when safe to do so. We will announce those routes as they begin. However, routes may still be modified for safety reasons and to comply with local curfews. LYNX will detour routes around areas still being cleaned up or where utility work is being conducted.</p> <p>ACCESS LYNX will provide only life sustaining trips and shelter requests through the weekend.</p> <p>Update - Sept. 30 10a: We are slowly starting bus service using a Sunday/Holiday schedule. Here are the routes in service by county.</p> <p>Response to question on when will riders receive another service update.</p> <p>Response to question on service resuming for 105, 7, 11, and 18.</p> <p>Response to complaint on bus 55 being delayed.</p> <p>Response to a 2-hour delay of bus 56.</p> <p>Response to comments on not being able to view any routes on the bus tracker.</p> <p>Update - Sept. 30 11a: LYNX fixed route service has begun using a Sunday/Holiday schedule through the weekend. Here are the routes in service by county.</p> <p>Response to question on bus 13 service.</p> <p>Response to complaint on Bus 42 on International Dr. delayed.</p> <p>Update - Sept. 30 12p: LYNX bus service has begun using a Sunday/Holiday schedule through the weekend. Here are the routes in service by county.</p> <p>Service Alert: Due to Tropical Storm Ian, Links 9, 19, 21, 36, 37 and 102 will be on detour until further notice.</p> <p>Responses to bus 3, 300, 39, 40, 104 (UCF), 36, and 38 services resuming.</p> <p>Update - Sept. 30 1p: Here are the routes in service by county. This is 47/52 possible scheduled routes.</p> <p>Response to question on whether buses will be operating on a Sunday/Holiday schedule tomorrow.</p> <p>Response to question on what's a Sunday/Holiday schedule.</p> <p>Response to question on what time will bus 3 service.</p> <p>Response to question on 46 W & 3R being serviced.</p> <p>Update - Sept. 30 3p: LYNX fixed route service will use a</p>

LYNX ard Agenda

	<p>Sunday/Holiday schedule through the weekend. All of these routes are now in service.</p> <p>A big thank you to LYNX staff for everything you do to keep Central Florida moving!</p>
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Social Media Usage	September 2022
<p>Facebook Daily Total Reach: The number of people who have seen any content associated with our Page and more. (Unique Users)</p>	18,007
<p>Facebook Daily Total Impressions: The number of times any content from your Page or about your Page entered a person's screen. This includes posts, stories, ads, as well other content or information on your Page. (Total Count)</p>	3,637
Total Facebook Posts	62
<p>Facebook Engagement: The sum of reactions, comments and shares received by content associated with your Pages (for the selected timeframe). Includes comments from the author of the post:</p>	<p>1.6K Engagement: 1.2k Reactions, 286 Comments, 120 Shares</p>
Total Tweets	101
<p>Twitter Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes</p>	<p>447 Engagement: 313 Likes, 83 Retweets, 43 Replies</p>
Website Usage	September 2022
Total Page Views	454,095
Total User Visits	91,570

LYNX Board Agenda

Commuter Vanpool Program

Vanpool	September 2022
Vanpool Participants	560*
Total Revenue Miles	173,000*
New Vanpool	0
Returned Vanpools	0
Current Vans at Service	130
Pending Interests	VA
Events	None*

*These are estimates, as data is not available until after the 21st day of following month.

Advertising Sales

Advertising Sales Revenue	September 2022	LYNX %	FY to Date Sales	FY to Date LYNX %
Sales Revenue	401,248.37	240,749.02	4,333,412.45	2,600,047.47

LYNX Board Agenda

Monthly Report B

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)
Tony Deguzman
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Monthly Financial Report - July 2022

Date: 10/27/2022

Please find attached the preliminary monthly financial report for the tenth month ending July 31, 2022.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
 STATEMENTS OF REVENUES AND EXPENSES
 For the Ten Months Ending July 31, 2022
 (UNAUDITED)

	As of 7/31/2022		% Actual compared to Budget
	Budget	Actual	
REVENUES			
Customer fares	\$ 15,452,296	\$ 14,693,268	95%
Contract services	4,817,380	4,427,597	92%
Advertising	3,025,156	2,002,473	66%
Interest & Other income	661,134	185,499	28%
Federal Revenue	6,077,955	9,798,068	161%
ARPA Federal Revenue	35,095,972	38,732,681	110%
State Revenue	11,509,301	11,222,660	98%
Local Revenue	7,521,329	8,163,424	109%
Local Revenue Funding Partner	59,518,433	59,518,433	100%
TOTAL REVENUE	\$ 143,678,955	\$ 148,744,102	104%
EXPENSE			
Salaries, Wages & Fringe Benefits	\$ 73,540,255	\$ 75,154,532	102%
Other services	11,210,372	6,923,055	62%
Fuel	10,222,600	8,184,940	80%
Materials and supplies	8,023,781	6,324,453	79%
Utilities	1,431,428	1,268,968	89%
Casualty & Liability	2,666,008	2,907,165	109%
Taxes and licenses	498,390	639,370	128%
Purchased transportation services	25,958,057	23,157,838	89%
Leases & Miscellaneous	1,424,764	1,047,402	74%
Interest Expense	0	0	0%
TOTAL EXPENSE	\$ 134,975,656	\$ 125,607,722	93%
CHANGE IN NET POSITION	\$ 8,703,300	\$ 23,136,380	266%

LYNX Board Agenda

Monthly Report C

To: LYNX Board of Directors

From: James Boyle
Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Ridership Report - August 2022

Date: 10/27/2022

The attached monthly Performance Report includes August 2022 Year-To-Date figures for ridership and other performance indicators. Total ridership for August 2022 was 1,565,459 This is a 22.4% increase from August 2021. On-Time Performance for Fiscal Year-To-Date 2022 is 73%.

- LYNX overall ridership increased by 300K, or 22.4%, compared to August 2021. Year-to-date ridership for FY-22 (15,369,645) increased 19.6% compared to FY-21 (12,851,637)
- LYMMO ridership increased by 3K, or 8.4%, compared to August 2021. Year-to-date ridership for FY-22 (385,450) decreased 7.6% compared to FY-21 (417,182).
- Fixed Route ridership increased by 271K, or 23.2%, compared to August 2021. Year-to-date ridership for FY-22 (14,118,091) increased by 21.1% compared to FY-21 (11,653,732).
- NeighborLink ridership increased by 2K, or 29.2%, compared to August 2021. Year-to-date ridership for FY-22 (84,710) increased 24% compared to FY-21 (68,321).
- ACCESS LYNX ridership increased by 11K, or 26.3%, compared to August 2021. Year-to-date ridership for FY-22 (509,412) increased 8.1% compared to FY-21 (471,125).
- Vanpool ridership decreased by 1.5K, or 6.2%, compared to August 2021. Year-to-date ridership for FY-22 (237,750) decreased by 1.5% compared to FY-21 (241,277).
- There was no special event ridership for August 2022.



August 2022 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Aug-21	Aug-22	% Δ	YTD-21	YTD-22	% Δ
LYMMO	38,841	42,102	8.4%	417,182	385,450	-7.6%
Fixed Route	1,167,757	1,439,057	23.2%	11,653,732	14,118,091	21.1%
NeighborLink	6,674	8,626	29.2%	68,321	84,710	24.0%
ACCESS LYNX	42,523	53,725	26.3%	471,125	509,412	8.1%
Vanpool	23,404	21,949	-6.2%	241,277	237,750	-1.5%
Special Events	0	0	N/A	0	34,232	N/A
SYSTEM TOTAL	1,279,199	1,565,459	22.4%	12,851,637	15,369,645	19.6%

August 2021:	22 Weekdays	4 Saturdays	5 Sundays
August 2022:	23 Weekdays	4 Saturdays	4 Sundays

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Aug-21	Aug-22	% Δ	Aug-21	Aug-22	% Δ	Aug-21	Aug-22	% Δ
LYMMO	1,512	1,612	6.6%	701	589	-16.0%	553	668	20.8%
Fixed Route	42,868	51,877	21.0%	29,697	36,157	21.8%	21,174	25,312	19.5%
NeighborLink	269	374	39.0%	189	194	2.6%	-	-	-
ACCESS LYNX	1,780	2,218	24.6%	733	864	17.9%	496	564	13.7%
Vanpool	305	417	36.7%	101	60	-40.6%	7	49	600.0%
SYSTEM TOTAL	46,734	56,498	20.9%						

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LYNX ridership increased by about 300K, or 22.4%, compared to August 2021. System-wide average weekday riders increased by 19.6% year-to-date.

LYMMO ridership increased by about 3K, or 8.4%, compared to August 2021. Average weekday ridership for LYMMO was up 6.6% in August 2022. This slow recovery can be attributed to continued reduced ridership due to remote workers associated with the COVID-19 pandemic. Additionally, ridership was affected as North Quarter Line was merged into the Orange Line.

Fixed Route ridership increased by 271K, or 23.2%, compared to August 2021. Average daily ridership increased by 21.0% compared to the same time period last year. Ridership is showing a steady recovery from losses incurred from the pandemic.

NeighborLink ridership increased by about 2K, or 29.2%, compared to August 2021. The overall reduction for the year was primarily due to the COVID-19 pandemic.

ACCESS LYNX ridership increased by about 11K, or 26.3%, compared to August 2021. Ridership is showing a slow recovery from the pandemic.

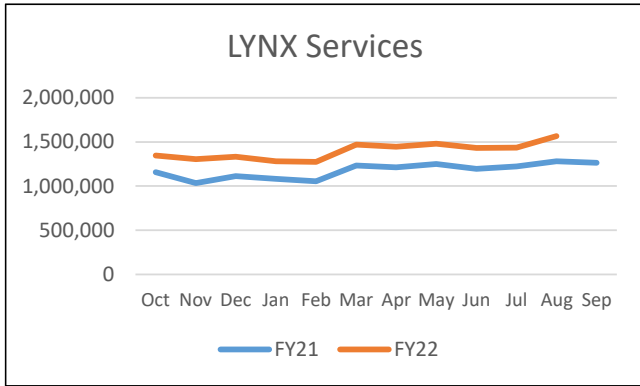
Vanpool ridership decreased by about 1.5K, or 6.2%, compared to August 2021. COVID-19 has caused a decrease in total Vanpool utilization.

*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$3.26/gallon in August 2021 and \$4.30/gallon in August 2022. Historically, high gas prices can result in increased public transit ridership.

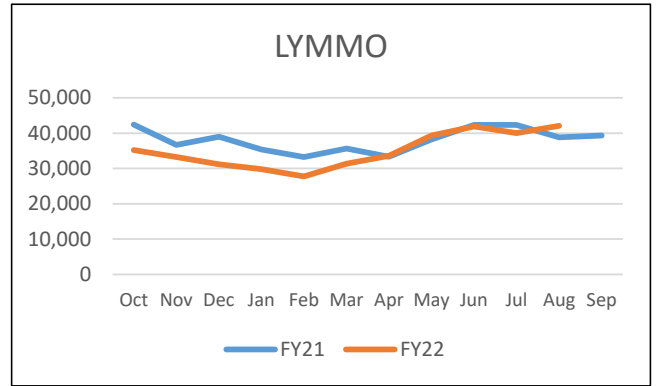


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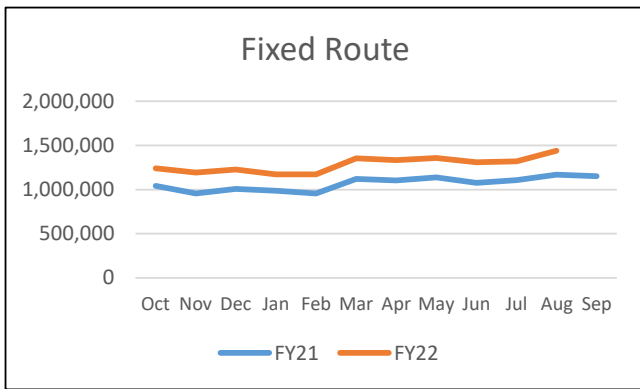
MONTHLY RIDERSHIP TRENDS BY MODE



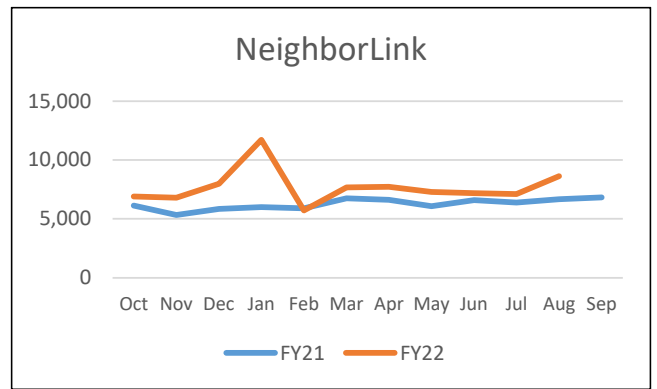
LYNX ridership increased by 22.4% compared to the same time last year. Average weekday riders increased by 20.9%.



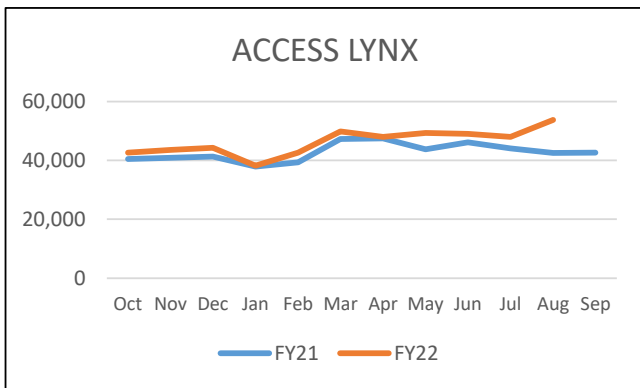
LYMMO ridership increased by 8.4% compared to the same time last year. Average weekday riders increased by 6.6%.



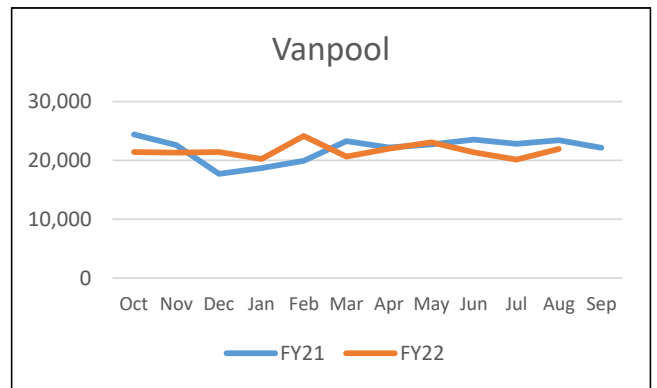
Fixed route ridership increased 23.2% compared to August 2021. Average weekday riders increased by 21.0%.



NeighborLink ridership increased 29.2% compared to August 2021. Average daily riders increased by 39.0%.



ACCESS LYNX ridership increased by 26.3% compared to August 2021. Average daily riders increased by 24.6%.



Vanpool ridership decreased by 6.2%. Average daily riders increased by 36.7% compared to August 2021.



August 2022 Service Performance Report

FY22 Monthly Modal Performance Data Sheet - August 2022

Month End Reporting	Ridership	Passengers per Trip	On-Time Performance	Farebox Recovery	National Transit Database Reportable Accidents	Complaints per 100,000 Miles	Total Trips Scheduled	Percentage of Scheduled Trips Operated	Fleet Availability	Preventative Maintenance Inspection Completed on Time
LYMMO										
Oct	35,194	4	83%	Not Applicable	0	0.10	9,141	98%	14	99%
Nov	33,216	4	77%		0	0.08	8,959	98%	14	100%
Dec	31,196	4	80%		0	0.11	8,453	90%	14	100%
Jan	29,804	4	79%		0	0.08	7,617	91%	14	100%
Feb	27,757	4	77%		0	0.13	7,032	92%	14	100%
Mar	31,329	4	77%		0	0.14	7,905	90%	14	100%
Apr	33,599	5	76%		0	0.11	7,479	91%	14	100%
May	39,355	6	77%		0	0.14	7,617	92%	14	100%
Jun	41,870	6	76%		0	0.07	7,614	90%	14	100%
Jul	40,028	6	76%		0	0.11	7,482	90%	14	95%
Aug	42,102	6	74%		0	0.09	7,905	89%	14	33%
Sep										
YTD	385,450	5	77%		0	0.11	87,204	92%	14	93%
Fixed Route										
Oct	1,240,405	14	75%	12%	7	0.10	88,414	98%	245	99%
Nov	1,191,611	14	73%	15%	6	0.08	85,852	98%	249	100%
Dec	1,226,725	14	73%	12%	9	0.11	90,390	96%	244	100%
Jan	1,173,436	14	76%	12%	6	0.08	88,652	96%	246	100%
Feb	1,173,451	15	74%	14%	10	0.13	81,960	96%	245	100%
Mar	1,352,908	15	73%	14%	7	0.14	91,632	96%	245	100%
Apr	1,333,506	16	73%	15%	7	0.11	87,820	97%	247	100%
May	1,356,072	16	71%	16%	9	0.14	88,673	97%	245	100%
Jun	1,310,416	15	72%	14%	6	0.07	88,430	96%	240	100%
Jul	1,320,564	15	73%	12%	7	0.11	88,084	97%	232	95%
Aug	1,439,057	16	70%	16%	2	0.09	91,655	96%	229	33%
Sep										
YTD	14,118,151	15	73%	14%	76	0.11	971,562	97%	242	93%



August 2022 Service Performance Report

FY22 Monthly Modal Performance Data Sheet - August 2022

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 Miles	Fleet Availability	Preventable Maintenance Inspection Completed On-Time
NeighborLink							
Oct	5,727	100%	100%	0	9.7	90%	100%
Nov	4,839	100%	100%	0	19.7	95%	99%
Dec	6,051	100%	100%	0	8.1	99%	100%
Jan	4,693	100%	100%	0	21.0	100%	99%
Feb	5,712	100%	100%	0	19.5	97%	99%
Mar	7,684	100%	100%	0	14.2	97%	100%
Apr	7,736	100%	100%	0	12.3	97%	100%
May	7,280	100%	100%	0	9.2	99%	100%
Jun	7,193	100%	100%	0	25.9	94%	99%
Jul	7,104	100%	100%	0	22.7	99%	99%
Aug	8,626	100%	100%	0	18.6	100%	99%
Sep							
YTD	72,645	100%	100%	0	16.4	97%	99%
ACCESS LYNX							
Oct	42,649	59.27%	99.77%	0	10.0	88%	100%
Nov	43,574	64.64%	99.77%	2	10.0	90%	99%
Dec	44,257	77.96%	99.83%	1	11.6	88%	100%
Jan	38,222	86.49%	99.83%	0	6.1	89%	99%
Feb	42,661	85.64%	99.82%	1	5.0	91%	99%
Mar	49,856	86.52%	99.81%	2	4.3	89%	100%
Apr	48,043	79.50%	99.81%	0	6.4	90%	100%
May	49,369	85.08%	99.83%	1	2.7	89%	100%
Jun	49,002	88.93%	99.79%	1	2.8	87%	99%
Jul	48,054	89.45%	99.81%	0	8.1	87%	99%
Aug	53,725	86.25%	99.83%	0	4.1	86%	99%
Sep							
YTD	509,412	80.88%	99.81%	8	6.5	89%	99%



August 2022 Service Performance Report

Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip’s operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventative maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.