

LYNX Finance & Audit Committee Agenda

Meeting Date: 7/20/2023
Meeting Time: 1:30 PM

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

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

1. Call to Order

2. Approval of Committee Minutes

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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 Financial Officer Report


5. Consent Agenda



A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for the Design of the LYNX Orlando International Airport Intermodal Bus Transfer Station Pg 8
- ii.  Authorization to Release a Request for Proposal (RFP) for Purchase and Installation of a New Bus Wash System at LB McLeod Paratransit Operations Center Pg 10

B. Miscellaneous

- i.  Authorization to Submit a Public Transit Grant Agreement (PTGA) With the Florida Department of Transportation (FDOT) for FY2024 Block Grant Funding and Adoption of Resolution # 23-006 Pg 12
-Attachments 
- ii.  Authorization to Submit a Grant Application to the U.S. Department of Transportation (DOT), and Federal Highway Administration (FHWA) for the FY 2022-2023 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Competitive Grant Program in the Total Amount of Approximately \$7,252,000 Pg 16
- iii.  Authorization to Auction Surplus Capital Items Pg 18
- iv.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 24

- v.  Authorization to Implement August 20, 2023 Service Changes Pg 26

 - vi.  Authorization to Enter into a Bus Service Agreement with the School Board of Osceola County Pg 29
- Attachments 

6. Other Business

7. 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
Finance and Audit Committee Meeting Minutes

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

DATE: May 18, 2023

TIME: 1:30 p.m.

Members in Attendance:
Amanda Clavijo, Osceola County
Jamie Ledgerwood, FDOT, 5th District
Kurt Petersen, Orange County
Michelle McCrimmon, City of Orlando
James Goldsmith, LYNX Attorney

Staff in Attendance:
Leonard Antmann, Chief Financial Officer
Michelle Daley, Director of Finance
Tony DeGuzman, Comptroller

Not in Attendance: Tim Jecks, Seminole County

1. Call to Order

Chair Clavijo called the meeting to order at 1:30 p.m.

2. Approval of Minutes

Chair Clavijo requested a motion for approval of the April 20, 2023 Finance & Audit Committee meeting minutes. Motion to approve the April 20, 2023 minutes was made by Kurt Petersen, second by Michelle McCrimmon. The minutes were unanimously approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer.
Mr. Antmann provided the following updates:

- NeighborLink transitioned inhouse service will start May 28; all drivers and supervisors have been hired and trained.
- Paratransit vendor transition from MV to Transdev will take effect June 1. The change should be seamless to our customers with an improved level of service.

- Tony DeGuzman has been promoted to Comptroller.
- Ridership has been steady: Fixed Route at budgeted level of 75% of pre-COVID levels and Paratransit at 85-87%.
- The ERP Proposers have completed presentations. The SEC is scheduled to meet for selection on June 8th. We hope to bring the selected vendor to the Board in June and contract during July.
- Genfare project is underway and will upgrade fare boxes with functional enhancements enabling on-bus payment with tap of card and validate all transactions electronically. Customer Service point-of-sale system will also be upgraded.
- Several items were added to Oversight agenda after we published:
 - Consent Items:
 - Authorization to Release a Request for Proposal for Legal Services - General Counsel
 - Authorization to Negotiate and Award a Contract to Kiewit Infrastructure South Co. for the Construction Phase of the Concrete and Drainage Improvement Project at LCS
 - Authorization to Negotiate and Award a Contract to Atlantic Civil Constructors Corp. for the Construction Phase of the Concrete and Drainage Improvement Project at LOC
 - Approval of Second Amendment to Agreement of Lease with JPG Orlando, LLC (LB McLeod property)
 - Action Items:
 - Authorization to Amend the City of Orlando Funding Agreement for FY2023
 - Authorization to Negotiate and Award a Contract to Beep, Inc.

Chair Clavijo requested clarification on the LB McLeod lease. Mr. Antmann explained that LB McLeod property was leased in 2014 for the Paratransit operation, our contingency fleet, retired assets that are up-for-auction, and lost and found items. In May of 2022, the paratransit operation moved to the new LOC expansion site. With the transition of bringing NeighborLink in-house and a new Paratransit vendor, this was the right time to move the paratransit operations back to LB McLeod. The LOC expansion facility will hold the NeighborLink operations plus maintenance and support for our small bus operations and support vehicles. The FY2024 budget includes the lease as a Paratransit expense.

5. Consent Agenda

Chair Clavijo asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 5.A.i through 5.C.iii.

- A. Request for Proposal (RFP)
 - i. Authorization to Release a Request for Proposal for Construction Engineering and Inspection for HVAC Systems Replacement & Enhancement at LYNX Central Station and LYNX Operations Center

B. Extension of Contracts

- i. Authorization to Exercise First Option Year of Contract #20-C49 with Urban Transportation Associates, Inc., for Maintenance and Support of the Automatic Passenger Counter Backend Reporting System
- ii. Authorization to Exercise First Option Year of Contract #20-C80 with MSL, PA, for Audit Services

C. Miscellaneous

- i. Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and Adoption of Resolution #23-005
- ii. Authorization to Execute MetroPlan Orlando's FY2023-2024 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement
- iii. Authorization to Transfer Two (2) Paratransit Turtle Top Vehicles to Health By Design USA, Inc.

Michelle McCrimmon made a motion to approve Consent Agenda items 5.A.i through 5.C.iii. Second by Kurt Petersen. Motion passed unanimously.

6. Discussion Items

A. Review of the FY2023 2nd Quarter Operating Results

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer, to make the presentation.

Overall revenue is \$1.8M favorable through six months and operating expense is \$2.9M favorable with a total \$4.7M favorability against the amended operating budget.

Customer fares are favorable \$500K - almost entirely on fixed route. Interest and other income are \$1M favorable; all associated with higher than anticipated interest rates.

Federal Revenue is \$100K favorable due to the timely completion of planning studies.

Local revenue is unfavorable \$73K on fixed route due to the timing of the SunRail feeder routes contract execution delayed until December. Therefore, the first two months were paid at the FY2022 rate.

Salaries, Wages & Benefits are on target with the recently amended budget to reflect the market rate adjustments.

Other services are \$1.3M favorable on fixed route associated with professional services, contract maintenance and legal fees.

Fuel is \$700K favorable on fixed route associated with favorable fuel hedge pricing and the CNG fuel tax credit.

Causality & Liability settlements are \$130K favorable, we are starting to see an increase in settlements and may be slightly unfavorable in the third quarter.

Purchase transportation is \$300K favorable due to less trips performed vs. budget.

Leases & Miscellaneous is \$460K favorable entirely on fixed route associated with timing of travel & training and Dues & Subscriptions.

7. Action Items

A. Approval of the FY2024 Preliminary Capital Budget

Mr. Antmann presented the FY2024 Preliminary Capital Budget for permission to move it forward to the Oversight Committee.

Key FY2024 Budget Assumptions:

- Fleet replacement to provide safe and reliable service
- Passenger Amenities Program improvements
- Technological Improvements to improve efficiency, sustainability and customer experience
- Facility improvements: HVAC Replacement at LOC & LCS and Window Replacement at LCS
- Enhance Security infrastructure at facilities
- Continue Shelter Program
- Construction of Pine Hills Transfer Station
- Southern Operations land acquisition
- Terminal C Intermodal design

The FY2024 Capital Budget totals \$134M; the FY2023 Capital budget was \$102M. The increase in the FY2024 budget is not associated with an increase in funding levels. There are several major projects carried-over from FY2023.

Mr. Antmann presented the details of the capital budget by major category as follows:

Vehicles are budgeted at \$61M. This includes fifty (50) CNG 40' fixed route vehicles; of which twenty-five (25) are FY2023 carryover that we expect to receive during the first quarter of FY2024. Seventy (70) replacement Paratransit vehicles which includes thirty-four (34) carried over from FY2023 which were not purchased due to the state contract not being in place. Six (6) electric vehicles are all carryover from FY2023 due to delay in delivery. One hundred twenty (120) Vanpool vehicles, which includes sixty (60) carried over from FY2023, these vehicles were not able to be acquired due to Buy America constraints. Two (2) articulated 60' fixed route vehicles that are FY2023 carryover. Ten (10) sub-recipient vehicles, three (3) replacement NeighborLink vehicles, replacement support vehicles and two (2) replacement Road Ranger Vehicles funded through FDOT.

Facilities is budgeted at \$35.4M. This includes the acquisition of Southern Operations Base, LOC/LCS window and HVAC upgrades along with other small facility improvements.

Passenger Amenities is budgeted \$26.8M. This includes the Pine Hills Transfer Center, the LYNX Shelter program and design for an intermodal station at Terminal C.

Support is budgeted \$4.5M for vehicle maintenance equipment, facility maintenance equipment and training equipment.

Security is budgeted \$2M for access control system and camera replacements/upgrades.

LYMMO is budgeted \$2M for LYMMO Orange line State of Good Repair.

Technology is budgeted \$2M for life cycle replacements, new technologies and software upgrades.

The FY2024 capital budget is fully funded with \$121.3M from FTA, \$8.6M from the State and \$4.1M in local funding. The State funds include funds for Road Ranger vehicles, paratransit and fixed route rural area vehicles, and funding for the Pine Hills Transfer Center. The local funding includes the \$3 local capital contributions from our funding partners for programmed matches and from Orange County for Pine Hills Transfer Center.

Mr. Antmann reviewed the FY2024 Capital Budget Calendar.

Jamie Ledgerwood made a motion to approve Action Agenda item 7.A, second by Michelle McCrimmon. Motion passed unanimously.

8. Other Business

None

9. Adjourned

The meeting adjourned at 2:05 p.m.

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Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)
Myles O'Keefe
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal (RFP) for the Design of the LYNX Orlando International Airport Intermodal Bus Transfer Station

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for the Design of the LYNX Orlando International Airport (OIA) Intermodal Bus Transfer Station.

BACKGROUND:

With the opening of the new Terminal C at the airport, there has previously been extensive discussion about a consolidated facility that can serve a future SunRail Commuter Rail connection, existing LYNX bus service and Brightline High Speed Rail. This consolidated facility is referred to as the South Terminal Intermodal Terminal Facility (ITF). LYNX is able to use the current facility, but it is not ideal as it requires buses to back out of parking spaces causing conflict with mixed vehicle traffic.

To support the need for a separated facility, LYNX submitted a grant application in January 2023 to the Florida Department of Transportation (FDOT) for the Intermodal Development Funding Program. This request was specific to activities associated with LYNX bus facility construction.

Pursuant to the submittal, LYNX was successful in being awarded, on May 24, 2023, a grant in the amount of \$510,000. This grant will allow LYNX to initiate the design of the Orlando International Airport Intermodal Transfer Station.

The Board action will cover this project through the NEPA, 30 percent and final design as well as bid evaluation for construction. It is anticipated that this effort will take place during both

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FY2024 and FY2025. Funding through FDOT is being pursued for the entire design process. In the event that subsequent FDOT requests are not successful, LYNX will allocate the appropriate amount for the budgeted year.

The initial grant application submitted will allow the following design elements to occur:

1. Feasibility study
2. National Environmental Policy Act (NEPA) assessment
3. Preliminary design (30 percent) and permitting for capital improvements

Given that the proposed construction cost will exceed \$4 million, LYNX is required by the Consultants Competitive Negotiation Act (CCNA) as provided for in Fla. Stat. 287.055 to issue a Request for Proposal for these services.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

A FDOT grant in the amount of \$510,000 has been allocated for the Design of the LYNX Orlando International Airport (OIA) Intermodal Bus Transfer Station.

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Consent Agenda Item #5.A. ii

To: LYNX Finance & Audit Committee

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Release a Request for Proposal (RFP) for Purchase and Installation of a New Bus Wash System at LB McLeod Paratransit Operations Center

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Purchase and Installation of a new Bus Wash System at LB McLeod Paratransit Operations Center.

BACKGROUND:

When the LB McLeod Paratransit Operations Center facility first became operational in October of 2014, the existing Bus Wash System on site was not functional and was determined to require extensive repairs to bring the system up to standards. At the time, the decision was made to manually wash all vehicles utilizing available contractor staff. This decision was also supported by the fact the Paratransit operations would be relocated to the LYNX Operating Center (LOC) Expansion facility in the future. This relocation to the LOC Expansion happened in April of 2022.

In April of 2023, it was determined due to the accelerated transition of a new paratransit service provider and the increasing size of the paratransit operations, it was critical to upgrade the LB McLeod Paratransit Center to a functional condition. This necessitated a major refurbishment of the facility, including the inoperable Bush Wash System. The forecasted demand for services and the size of the vehicle fleet requires a reliable automated wash system that can accommodate 182+ LYNX owned vehicles.

In June 2023, the LB McLeod facility was activated and utilized for daily paratransit operations. The last remaining item to complete the refurbishment and facility upgrade is the requested Bus Wash System.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract.

FISCAL IMPACT:

Funding will be available from the FY2024 Capital Budget.

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Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Tiffany Homler Hawkins
Chief Executive Officer
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Submit a Public Transit Grant Agreement (PTGA) With the Florida Department of Transportation (FDOT) for FY2024 Block Grant Funding and Adoption of Resolution # 23-006

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Submit a Public Transit Grant Agreement (PTGA) with FDOT District 5 for FY2024 State Block Grant for operating assistance in the amount of \$12,792,514 and Adoption of Resolution # 23-006.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. The funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

FDOT included in its Work Program the FY2024 LYNX block grant funding. FDOT will obligate funds in the amount of \$12,792,514 under a FM #442454-1-84-01. Resolution #23-006 is attached.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

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FISCAL IMPACT:

The FY2023 Amended Operating Budget includes \$13,027,391 for the FY2023 Block Grant. \$12,944,953 will be allocated in the FY2024 Preliminary Operating Budget for the FY2024 Block Grant.

CFRTA RESOLUTION NO. 23-006

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2024 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$12,792,514.

WHEREAS, the Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation; and

WHEREAS, these funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas; and

WHEREAS, the LYNX Board of Directors has the authority and believes it is in the best interest of LYNX to authorize the CEO, or designee, to file and execute this Grant Application, and all supporting documents, agreements and assurances which may be required in connection with the application as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The BOARD of Directors has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD of Directors has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2024.
3. The BOARD of Directors authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to submit a Public Transportation Grant Agreement to the FDOT in the amount of \$12,792,514 dollars on behalf of the LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications and any other documents in connection with the Grant Application and acceptance.
4. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation.
5. The BOARD of Directors authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to make purchases and/or expend funds in connection with this grant as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.

6. The above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CFRTA RESOLUTION NO. 23-006

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2024 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$12,792,514 DOLLARS.

APPROVED AND ADOPTED this 27th day of July, 2023 by the Governing Board of the Central Florida Regional Transportation Authority.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

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Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

From: **Tiffany Homler Hawkins**
Chief Executive Officer
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Submit a Grant Application to the U.S. Department of Transportation (DOT), and Federal Highway Administration (FHWA) for the FY 2022-2023 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Competitive Grant Program in the Total Amount of Approximately \$7,252,000**

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Highway Administration (FHWA) for the FY 2022-2023 PROTECT Discretionary in the amount of \$7,252,000 for the replacement of windows at LYNX Central Station's (LCS) main building and passenger terminal.

BACKGROUND:

On April 21, 2023, the Federal Highway Administration (FHWA) under the U.S. Department of Transportation (DOT), released a Notice of Funding Opportunity (NOFO) and availability of \$848 million in competitive grants under the FY 2022-2023 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program. Applicants may submit a Resilience Planning and/or Resilience Improvement project. Grant applications are due on August 18, 2023.

The PROTECT program provides funding to plan for, strengthen and increase resilience of climate change while improving the ability of an existing surface transportation asset or transportation infrastructure to withstand elements of extreme weather event as described under 23 U.S.C. §176. The main focus of PROTECT is on the incremental cost of making transportation assets more resilient, reducing the damage and disruption to transportation systems during an emergency, and improving equity by addressing the needs of disadvantaged populations. The maximum Federal share is 80% for resilience improvement projects.

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LYNX will submit one Resilience Improvement application. The application is for the cost of design, engineering, procurement and construction services required for the replacement of windows at the LCS main building and passenger terminal.

PROTEC Funding Request Approximately	\$5,801,000
Local Soft Match (Transportation Development Credit) Approximately	<u>\$1,451,000</u>
Total Project Cost Approximately	\$7,252,000

LCS is a critical asset to LYNX and must be kept operational at all times, including in the event of an emergency. By replacing the 20-year-old window system with the most current wind-load compliant infrastructure, the potential impacts to an interruption of service as a result of damage to the building will be significantly minimized.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the award of this program in the appropriate LYNX fiscal year budget upon confirmation of award and securing the local match.

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Consent Agenda Item #5.B. iii

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Kenneth Roberts
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Auction Surplus Capital Items

Date: 7/20/2023

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for August 2023. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Other Vehicles

Other Vehicles with a total net book value of \$0

- There are 8 Other Vehicles that has reached the end of their useful life and exceeding the FTA mileage requirement.

Revenue Vehicles:

Revenue Vehicles with a total net book value of \$0.

- There is 28 Revenue Vehicle that has reached the end of their useful life and exceeding the FTA mileage requirement.

Surplus Equipment:

- Surplus equipment with a total net book value of \$0

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Categorical Totals

Category	Acquisition Value	Net Book Value
Surplus Equipment	\$74,904	\$0
Other Vehicles	\$248,120	\$0
Revenue Vehicles	\$8,881,355	\$0
GRAND TOTAL	\$9,204,379	\$0

Sys No	Co Asset	Description	Class	Acquisition Date	Est Life	Acquired Value	Net Book Value
011077	709	35' LF BRT- G29B102N4 Gillig Bus	RV	09/30/06	9	\$288,661	\$0
011078	709A	Engine, Gillig Bus	RV	09/30/06	5	\$21,727	\$0
011079	709B	Transmission, Gillig Bus	RV	09/30/06	5	\$7,129	\$0
011438	604	40' LF BRT - G27D102N4 Gillig Bus	RV	06/30/07	9	\$299,083	\$0
011442	605	40' LF BRT - G27D102N4 Gillig Bus	RV	06/30/07	9	\$299,083	\$0
011449	715	35' LF BRT- G29B102N4 Gillig Bus	RV	06/30/07	9	\$294,837	\$0
011470	604A	CUMMINS ISL 8.3L 280HP ENGINE	RV	06/30/07	5	\$19,626	\$0
011471	604B	VOITH DIWA 864.5 SSP TRANS	RV	06/30/07	5	\$17,247	\$0
011475	605A	CUMMINS ISL 8.3L 280HP ENGINE	RV	06/30/07	5	\$19,626	\$0
011476	605B	VOITH DIWA 864.5 SSP TRANS	RV	06/30/07	5	\$17,247	\$0
011510	715A	CUMMINS ISL 8.3L 280HP ENGINE	RV	06/30/07	5	\$19,636	\$0
011511	715B	VOITH DIWA 864.3E SSP TRANS	RV	06/30/07	5	\$17,247	\$0
011597	717	35' LF BRT- G27B102N4 Gillig Bus	RV	09/30/07	9	\$369,853	\$0
011598	718	35' LF BRT- G27B102N4 Gillig Bus	RV	09/30/07	9	\$369,852	\$0
011599	719	35' LF BRT- G27B102N4 Gillig Bus	RV	09/30/07	9	\$369,852	\$0
011603	610	40' LF BRT - G27D102N4 Gillig Bus	RV	09/30/07	9	\$374,048	\$0
011619	717A	ENGINE, GILLIG BUS 717	RV	09/30/07	5	\$22,976	\$0
011620	717B	TRANSMISSION, BUS 717	RV	09/30/07	5	\$17,247	\$0
011621	718A	ENGINE, BUS 718	RV	09/30/07	5	\$22,976	\$0
011622	718B	TRANSMISSION, BUS 718	RV	09/30/07	5	\$17,247	\$0
011623	719A	ENGINE, BUS 719	RV	09/30/07	5	\$22,976	\$0
011624	719B	TRANSMISSION, BUS 719	RV	09/30/07	5	\$17,247	\$0
011631	610A	ENGINE, BUS 610	RV	09/30/07	5	\$22,976	\$0
011632	610B	TRANSMISSION, BUS 610	RV	09/30/07	5	\$17,247	\$0
011823	634	40' LF BRT - G27D102N4 Gillig Bus	RV	09/30/07	9	\$311,273	\$0

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011824	634A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/07	5	\$22,976	\$0
011825	634B	ZF 594C AUTOMATIC TRANS	RV	09/30/07	5	\$17,247	\$0
012491	728	29' LF BRT -G27E102N2 Gillig Bus	RV	12/31/07	9	\$289,014	\$0
012492	728A	CUMMINS ISL 8.3L 280HP ENGINE	RV	12/31/07	5	\$19,636	\$0
012493	728B	ZF 594C AUTOMATIC TRANS	RV	12/31/07	5	\$17,247	\$0
012511	641	40' LF BRT - G27D102N4 Gillig Bus	RV	12/31/07	9	\$313,593	\$0
012512	641A	CUMMINS ISL 8.3L 280HP ENGINE	RV	12/31/07	5	\$22,976	\$0
012513	641B	ZF 594C AUTOMATIC TRANS	RV	12/31/07	5	\$17,247	\$0
012518	642	40' LF BRT - G27D102N4 Gillig Bus	RV	12/31/07	9	\$313,593	\$0
012519	642A	CUMMINS ISL 8.3L 280HP ENGINE	RV	12/31/07	5	\$22,976	\$0
012520	642B	ZF 594C AUTOMATIC TRANS	RV	12/31/07	5	\$17,247	\$0
012535	721	29' LF BRT -G27E102N2 Gillig Bus	RV	02/28/08	9	\$289,014	\$0
012536	721A	CUMMINS ISL 8.3L 280HP ENGINE	RV	02/28/08	5	\$19,636	\$0
012537	721B	ZF 594C AUTOMATIC TRANS	RV	02/28/08	5	\$17,247	\$0
012622	646	40'x102-SSTL-LF- G27D102N4 Gillig Bus	RV	09/30/08	9	\$319,266	\$0
012623	646A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	9	\$22,976	\$0
012624	646B	ZF 594C AUTOMATIC TRANS	RV	09/30/08	9	\$17,247	\$0
012628	648	40'x102-SSTL-LF- G27D102N4 Gillig Bus	RV	09/30/08	9	\$319,266	\$0
012629	648A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	9	\$22,976	\$0
012630	648B	ZF 594C AUTOMATIC TRANS	RV	09/30/08	9	\$17,247	\$0
012652	657	40'x102-SSTL-LF- G27D102N4 Gillig Bus	RV	09/30/08	9	\$319,266	\$0
012653	657A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	9	\$22,976	\$0
012654	657B	ZF 594C AUTOMATIC TRANS	RV	09/30/08	9	\$17,247	\$0
012673	644	40'x102-SSTL-LF- G27D102N4 Gillig Bus	RV	09/30/08	9	\$319,266	\$0
012674	644A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	5	\$22,976	\$0
012675	644b	ZF 594C AUTOMATIC TRANS	RV	09/30/08	5	\$17,247	\$0
012676	662	40'x102-SSTL-LF- G27D102N4 Gillig Bus	RV	09/30/08	9	\$322,662	\$0
012677	662A	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	5	\$22,976	\$0
012678	662B	ZF 594C AUTOMATIC TRANS	RV	09/30/08	5	\$17,247	\$0
012682	730	29' LF BRT -G27E102N2 Gillig Bus	RV	09/30/08	9	\$299,153	\$0
012683	730a	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	5	\$19,636	\$0
012684	730b	ZF 594C AUTOMATIC TRANS	RV	09/30/08	5	\$17,247	\$0
012706	738	35' LF BRT-G27B102N2 Gillig Bus	RV	09/30/08	9	\$314,661	\$0

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012707	738a	CUMMINS ISL 8.3L 280HP ENGINE	RV	09/30/08	5	\$22,976	\$0
012708	738b	ZF 594C AUTOMATIC TRANS	RV	09/30/08	5	\$17,247	\$0
013117	7-309	35' LF BRT- G27B102N4 Gillig Bus	RV	07/28/09	9	\$323,646	\$0
013118	7-309A	CUMMINS ISL 8.9L 280HP ENGINE	RV	07/28/09	5	\$20,024	\$0
013119	7-309B	ZF 594C AUTOMATIC TRANS	RV	07/28/09	5	\$18,073	\$0
013132	12-309	35' LF BRT- G27B102N4 Gillig Bus	RV	08/04/09	9	\$323,646	\$0
013133	12-309A	CUMMINS ISL 8.9L 280HP ENGINE	RV	08/04/09	5	\$20,024	\$0
013134	12-309B	ZF 594C AUTOMATIC TRANS	RV	08/04/09	5	\$18,073	\$0
013150	18-309	35' LF BRT- G27B102N4 Gillig Bus	RV	08/11/09	9	\$323,646	\$0
013151	18-309A	CUMMINS ISL 8.9L 280HP ENGINE	RV	08/11/09	5	\$20,024	\$0
013152	18-309B	ZF 594C AUTOMATIC TRANS	RV	08/11/09	5	\$18,073	\$0
013153	20-309	35' LF BRT- G27B102N4 Gillig Bus	RV	08/13/09	9	\$323,646	\$0
013154	20-309A	CUMMINS ISL 8.9L 280HP ENGINE	RV	08/13/09	5	\$20,024	\$0
013155	20-309B	ZF 594C AUTOMATIC TRANS	RV	08/13/09	5	\$18,073	\$0
013357	NC-5210	TURTLE TOP ODYSSEY BUS PARATRANIST	RV	03/04/10	4	\$70,875	\$0
017436	40252	2014 FORD E350 WHEEL CHAIRVAN	RV	04/30/14	4	\$45,300	\$0
019282	150679	TURTLE TOP CUTAWAY VAN POOL	RV	03/22/16	5	\$74,939	\$0
019302	150515	TURTLE TOP CUTAWAY VAN POOL	RV	03/01/16	4	\$74,939	\$0
Subtotal Revenue Vehicles						\$8,881,355	\$0

Sys No	Co Asset	Description	Class	Acquisition Date	Est Life	Acquired Value	Net Book Value
012665	30133	Ford E-150XLT Van	OV	09/30/08	4	\$25,519	\$0
012863	30125	Ford Van 12 passenger	OV	01/01/09	5	\$30,940	\$0
015878	37415	2013 CHEVY TRAVERSE 8 PASSENGERS	OV	06/07/13	4	\$24,396	\$0
016892	386867	MV-1 Paratransit Van	OV	12/31/13	4	\$46,598	\$0
016911	38879	2014 CHEVY TRAVERSE	OV	12/31/13	4	\$27,369	\$0
017089	38155	2014 FORD E350 EXTENDED	OV	01/31/14	4	\$32,306	\$0
017268	38768	2014 FORD E350 EXT	OV	03/31/14	4	\$30,496	\$0
017272	38774	2014 FORD E350 EXT	OV	03/31/14	4	\$30,496	\$0
Subtotal Other Vehicles						\$248,120	\$0

Sys No	Co Asset	Description	Class	Acquisition Date	Est Life	Acquisition Date	Net Book Value
003682	1886	LINCOLN IDEALARC SP-255 WELDER	FE	04/24/97	5	\$2,497	\$0
004312	1079	FILE-4 DR LATERAL OAK FLEETWOOD	FE	08/26/98	5	\$512	\$0
004314	1076	DESK-EXEC L"RIGHT AOK FLEETWOOD"	FE	08/26/98	5	\$533	\$0
004583	1414	2 DRAWER LATERAL W/HUTCH - E. OAK	FE	09/30/98	5	\$435	\$0

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004618	1123	FILE-5 DRAWER LATERAL	FE	09/30/98	5	\$379	\$0
004652	1883	LINCOLN WIREMATIC 225 MIG WELDING MACH	FE	09/30/98	5	\$1,492	\$0
004653	1885	LINCOLN SQUARE WAVE TIG WELDER	FE	09/30/98	5	\$1,278	\$0
004763	1414	HUTCH AND 2 DRAWER LATERAL	FE	10/29/98	5	\$370	\$0
008758	4385	DESK-ARROWWOOD-HONEY	FE	01/07/05	5	\$1,221	\$0
008759	4386	FILE 2 DR LATERAL W/ BOOKCASE	FE	01/07/05	5	\$430	\$0
008760	4387	FILE 2 DR LATERAL W/ BOOKCASE	FE	01/07/05	5	\$430	\$0
009078	4863	Industrial Bead Roller	FE	06/15/05	5	\$1,091	\$0
009621	6749	Roller, 16ga Sheet Metal	FE	09/15/05	5	\$1,900	\$0
009961	7013	Welder, 200/230/460 w/ Torch - Metal Shop	FE	03/31/06	5	\$3,633	\$0
012231	8413	Bulb Crusher	FE	10/31/07	12	\$4,709	\$0
012232	8414	Bulb Crusher	FE	10/31/07	5	\$4,049	\$0
012294	8850	Arm Chair	FE	12/31/07	5	\$525	\$0
013397	9372	SAMSUNG 46 LCD TV	CE	06/28/10	5	\$1,043	\$0
013637	9528	HP T1200 DeskJet Printer	CE	10/28/10	5	\$5,071	\$0
015349	10624	Dell 9010 Computer	CE	12/12/12	5	\$1,789	\$0
017667	12441	AVAYA 9611 IP TELEPHONE	FE	05/31/14	5	\$330	\$0
018344	12774	Samsung Refrigerator-LOC Drivers Lounge	FE	12/01/14	5	\$957	\$0
019074	13598	Cannon Image Printer	FE	11/12/15	5	\$4,198	\$0
019352	13947	APC 1500 UPC	FE	04/30/16	5	\$358	\$0
019595	14134	Bus Wifi USB Router	FE	09/19/16	5	\$317	\$0
019596	14135	Bus Wifi USB Router	FE	09/19/16	5	\$317	\$0
019598	14137	Bus Wifi USB Router	FE	09/19/16	5	\$317	\$0
019600	14139	Bus Wifi USB Router	FE	09/19/16	5	\$317	\$0
019780	13969	Dell 7040 Computer	FE	12/20/16	5	\$1,474	\$0
019792	13981	Dell 7040 Computer	FE	12/20/16	5	\$1,474	\$0
020022	14808	Dell 7040 Computer	FE	02/08/17	5	\$1,576	\$0
020028	14801	Dell 7040 Computer	FE	02/08/17	5	\$1,576	\$0
020033	14796	Dell 7040 Computer	FE	02/08/17	5	\$1,576	\$0
020039	14790	Dell 7040 Computer	FE	02/08/17	5	\$1,576	\$0
020043	14786	Dell 7040 Computer	FE	02/08/17	5	\$1,576	\$0
020069	14840	DELL 7040 Computer	FE	03/04/17	5	\$1,576	\$0
020082	14853	DELL 7040 Computer	FE	03/04/17	5	\$1,576	\$0
020088	14859	DELL 7040 Computer	FE	03/04/17	5	\$1,576	\$0
020299	15034	Black Vinyl Sofa LOC driver Lounge	FE	09/13/17	5	\$699	\$0
020341	14298	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020342	14299	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020353	14310	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020355	14312	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020361	14318	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020371	14328	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020372	14329	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020373	14330	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020383	14340	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020385	14342	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020387	14344	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020405	14362	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020414	14370	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020425	14383	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0

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020440	14398	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020451	14409	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020454	14412	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020483	14441	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020492	14450	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020539	14497	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020540	14498	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020549	14507	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020560	14518	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020575	14533	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020588	14548	WIFI BUS ROUTER USB	FE	09/01/17	5	\$317	\$0
020633	15047	Sofa Operator Lounge	FE	10/16/17	5	\$699	\$0
020644	14835	Dell 7050 Computer Tower	FE	11/13/17	3	\$2,156	\$0
020656	14640	MS Surface Pro I7 with Dock	FE	12/01/17	3	\$2,403	\$0
020718	14814	Dell 7050 Desktop Computer	FE	04/25/18	3	\$1,661	\$0
020719	14813	Dell 7050 Desktop Computer	FE	04/25/18	3	\$1,661	\$0
020720	14812	Dell 7050 Desktop Computer	FE	04/25/18	3	\$1,661	\$0
		Surplus Fixed Assets				\$74,904	\$0

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2023.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. iv

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Tony Deguzman
(Technical Contact)
Kenneth Roberts
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Dispose of Items Accumulated Through the Lost and Found Process

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found.

BACKGROUND:

LYNX makes a reasonable attempt to find the rightful owner of any lost or abandoned property patrons leaves on its buses and or facilities. If the articles are unclaimed after a 90-day holding period, the articles become property of LYNX per Chapter 705, Florida Statutes (1996).

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus assets. Prior to being auctioned, all electronic devices and cell phones are deleted or erased of personal data by the Auctioneer per contract. Electronic devices and cell phones which cannot be deleted or erased are recycled and shredded by the auctioneer in accordance to all local, state and federal regulations at no cost to LYNX.

See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2023 non-operating revenue.

Items to Donate or Auction

Item	Sum of Qty
Backpack	77
Bag	58
Bike	76
Binder	7
Books	26
Cane	7
Cart	1
Case	8
CD - DVD - Tape	4
Cellphone	168
Clothing	106
Cushion	2
Electronic	87
Fan	1
Glasses	52
Grill	1
Handbag	10
Jewelry	10
Keys	65
Luggage	5
Lunch Bag	22
Mug	25
Purse/Wallet	88
Shoes	12
Stroller	2
Toy	3
Umbrella	19
Walker	1
Watch	3
Wheelchair	1
Grand Total	947

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. v

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement August 20, 2023 Service Changes

Date: 7/20/2023

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 August 20, 2023.

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 in August. Six information sessions and one in person and virtual hearing/workshop were held. LYNX customers and the public provided input on the service changes at the following information sessions and workshop/public hearing:

Date/Time: Tuesday, June 13 & 27, 1-2 PM
Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Wednesday, June 14 & 28, 1-2 PM
Location: LYNX Central Station – Main Lobby, Orlando, FL

Date/Time: Thursday, June 15 & 29, 1-2 PM
Location: Altamonte Springs City Hall, Altamonte Springs, FL

Date/Time: Wednesday, July 5, 4-6 PM
Location: LYNX Central Station – Open Space, Orlando, FL

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

LYNX Finance & Audit Committee Agenda

The public comment period for the proposed service changes ran from June 19, 2023, through July 19, 2023. 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.

Aug. 20 Service Changes

NEW ROUTE

- **Link 710** – Osceola Schools Connector (Osceola County) – Will operate Monday-Thursday on school days only between Poinciana High School and Valencia College Poinciana Campus. One trip will depart Poinciana High School at 8 a.m. and the return trip will depart Valencia College Poinciana Campus at 11:15 a.m.

DISCONTINUED ROUTE

- **Link 312** – Disney Direct/Ocoee (Orange County) – Discontinuing all service.

SCHEDULE ADJUSTMENTS

- **Link 6** – Dixie Belle Drive/Bumby Avenue (Orange County)
- **Link 8** – W. Oak Ridge Road/International Drive (Orange County)
- **Link 9** – Winter Park/Rosemont (Orange County)
- **Link 10** – East U.S. 192/St. Cloud (Osceola County)
- **Link 11** – S. Orange Avenue/Orlando International Airport (Orange County) – Extending more weekday and several Saturday evening trips into Sand Lake Road SunRail Station.
- **Link 18** – S. Orange Avenue/Kissimmee (Orange County/Osceola County) – Extending all Saturday trips into Sand Lake Road SunRail Station. Saturday 6:40, 7:40, 8:40, and 9:40 p.m. trips from the LYNX Kissimmee Intermodal Station to LYNX Central Station will end at Sand Lake Road SunRail.
- **Link 19** – Richmond Heights (Orange County)
- **Link 42** – International Drive/Oak Ridge Road/Orlando International Airport (Orange County) – Extending all daily trips into Sand Lake Road SunRail Station.
- **Link 44** – Hiawassee Road/Zellwood/Apopka (Orange County)
- **Link 54** – Old Winter Garden Road (Orange County)
- **Link 57** – John Young Parkway (Orange County/Osceola County)
- **Link 60** – LYMMO Orange Line (City of Orlando) – During off peak hours, route will terminate at Alexander Place/Hughey Avenue. Service to Creative Village will be provided by BEEP autonomous shuttle. More details to come this summer.
- **Link 111** – Orlando International Airport/Destination Parkway/SeaWorld (Orange County) – Extending all weekend trips into Sand Lake Road SunRail Station.
- **Link 300** – Disney/Orlando Express (Orange County)
- **Link 434** – SR 434 (Orange County/Seminole County)
- **FastLink 441** – South U.S. 441 (Orange Blossom Trail) (Orange County)
- **Link 443** – Winter Park/Lee Road/Pine Hills (Orange County)

LYNX Finance & Audit Committee Agenda

ROUTE AND SCHEDULE ADJUSTMENTS

- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Inbound route will operate via Universal Studios Plaza and Backlot Drive to serve the Universal Employment Center bus stop.
- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Will serve Universal Orlando Employment Center via Backlot Drive. Discontinuing service on Turkey Lake Road.
- **Link 49** – W. Colonial Drive/Pine Hills Road (Orange County) – Outbound route will operate via Pine Hills Road, Silver Star Road and Belco Drive.
- **Link 303** – Disney Direct/Washington Shores (Orange County) – Will replace Link 312 service between Disney Springs Transfer Center and Disney’s Contemporary Resort.

TRIP REDUCTIONS

- **Link 7** – South Orange Avenue/Florida Mall (Orange County) – Discontinuing Saturday midnight trip from Florida Mall.
- **Link 26** – Pleasant Hill Road/Poinciana (Osceola County) – Discontinuing weekday 5:30 a.m. trip from the LYNX Kissimmee Intermodal Station and 8:40 p.m. trip from Poinciana Walmart SuperStop.
- **Link 46W** – West SR 46/Seminole Towne Center (Seminole County) – Discontinuing the Saturday 9:45 p.m. trip from Sanford SunRail Station.

TRIP ADDITIONS

- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Adding a Sunday 10:15 p.m. trip from LYNX Central Station to Sand Lake Commons.
- **Link 55** – West U.S. 192/Four Corners (Osceola County) – Adding weekday 5:10 and 5:40 a.m. trips from U.S. 192/Legacy Boulevard to LYNX Kissimmee Intermodal Station.
- **Link 107** – U.S. 441 (Orange Blossom Trail)/Florida Mall (Orange County) – Adding a Saturday midnight trip from Florida Mall to LYNX Central Station.

BUS STOP ADDITIONS

- **FastLink 407** – Kissimmee/Orlando International Airport/Medical City (Orange County/Osceola County) – Adding a bus stop at Landstar Boulevard/Town Center Boulevard.

DISADVANTAGED 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 710. LYNX Staff will include the revenue and associated expenses in their respective fiscal years

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. vi

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
James Boyle
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Enter into a Bus Service Agreement with the School Board of Osceola County

Date: 7/20/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Bus Service Agreement with the School Board of Osceola County in the amount of \$10,672 for the period of four (4) months from August 23, 2023 to December 23, 2023.

BACKGROUND:

LYNX will provide bus service for the purpose of transporting students and others to and from Poinciana High School and Valencia College Poinciana Campus in Osceola County, Florida. LYNX will operate one route that will be open to the public, as required by Federal Law (49 U.S.C. 523(f)) and will be assigned a LYNX bus route number to be published as a regular route in all LYNX schedule documentation. The route will stop at normal bus stop locations marked by a LYNX bus stop marker. The route will only operate Monday thru Thursday during the regular school year calendar.

Poinciana High School	Valencia College Poinciana Campus	Valencia College Poinciana Campus	Poinciana High School
8:00 a.m.	8:15 a.m.	11:20 a.m.	11:35 a.m.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The appropriate revenue and cost will be reflected in their respective fiscal years.

**BUS SERVICE AGREEMENT
23-C83**

by and between

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

and

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

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

August 23, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 23rd day of August 2023, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is 817 Bill Beck Blvd, Kissimmee, FL 34744 (hereinafter “**SCHOOL BOARD**”). **LYNX** and **SCHOOL BOARD** shall sometimes be referred to collectively as the “parties.”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, the SCHOOL BOARD has expressed a need for additional or new public transportation service in and to certain portions of Osceola County, Florida, identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the parties have agreed for LYNX to establish and/or expand the public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service

Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service

Shall mean the actual cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2023, will be based on an estimated hourly rate of \$93.82 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

<u>County</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Farebox Revenue</u>	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.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	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.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by the SCHOOL BOARD at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	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.
<u>Description & Schedule of Bus Route(s)</u>	Shall mean the area indicated in <u>Exhibit “A”</u> attached hereto.
<u>Service Schedule</u>	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.;

- c. The changing transportation needs of the SCHOOL BOARD to the extent LYNX can accommodate such needs; and
 - 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 August 23, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before December 23, 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, the SCHOOL BOARD or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the individual SCHOOL BOARD Members. 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 SCHOOL BOARD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and SCHOOL BOARD Members 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 SCHOOL BOARD 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 SCHOOL BOARD, 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 SCHOOL BOARD, 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 SCHOOL BOARD 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 SCHOOL BOARD at the following address:

School District of Osceola County, Florida
c/o Dr. Mark Shanoff
Superintendent of Schools
817 Bill Beck Blvd
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 SCHOOL BOARD 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.** SCHOOL BOARD 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 SCHOOL BOARD 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 SCHOOL BOARD 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, 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

School District of Osceola County, Florida Dr. Mark Shanoff
Superintendent of Schools
817 Bill Beck Blvd
Kissimmee, Florida 34744

Copy to: Frank Kruppenbacher, Esq.
817 Bill Beck Blvd
Kissimmee, Florida 34744

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 SCHOOL BOARD 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 SCHOOL BOARD 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 SCHOOL BOARD 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, SCHOOL BOARD 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 SCHOOL BOARD. Thus, for example, if SCHOOL BOARD 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 Chief Executive Officer and the approval of SCHOOL BOARD Superintendent of Schools.

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 the SCHOOL BOARD.

DRAFT

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

THE SCHOOL BOARD 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: Chief Executive 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)

LYNX will provide bus service to the SCHOOL BOARD for the purpose of transporting students and others to and from Poinciana High School and Valencia College Poinciana Campus in Osceola County, Florida. To serve the SCHOOL BOARD, LYNX will operate one route that will be open to the public, as required by Federal Law (49 U.S.C. 523(f)) and will be assigned a LYNX bus route number to be published as a regular route in all LYNX schedule documentation, e.g. schedule book and trip planning software. The route will stop at normal bus stop locations marked by a LYNX bus stop marker. The route will only operate Monday thru Thursday during the regular school year calendar.

Route: The Link 710 route would originate near the Poinciana High School on S. Poinciana Boulevard. at Waterview Estates Boulevard at the existing bus stop and operate south on Poinciana Boulevard to Reaves Road, east on Reaves Road to Pleasant Hill Road, and then north on Pleasant Hill Road to drop off at the existing bus stop near the college. The reverse trip would pick up on Pleasant Hill Road southbound at Reaves Road, continue west on Reaves Road to S. Poinciana Boulevard, and then north on Poinciana Boulevard to drop off at the bus stop at Poinciana Boulevard and Waterview Estates Boulevard. The route would make one trip in the a.m. from the high school to the college and one trip in the late a.m. from the college back to the high school.

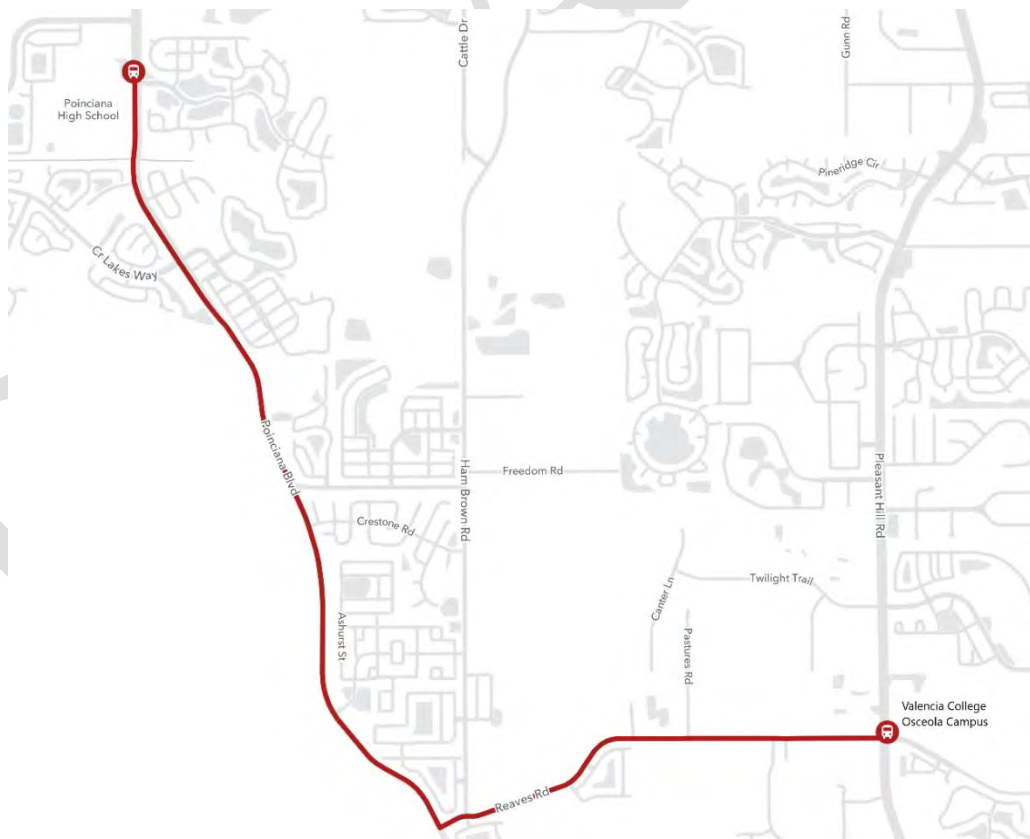


EXHIBIT “B”

Proposed Service Schedule and Service Costs

Service Schedule (Operates Monday-Thursday during school sessions only). This service is scheduled to operate for the Fall Semester only (August 23, 2023 – December 23, 2023)

Poinciana High School	Valencia College Poinciana Campus	Valencia College Poinciana Campus	Poinciana High School
8:00 a.m.	8:15 a.m.	11:20 a.m.	11:35 a.m.

<u>Month</u>	<u>Total Hours</u>	<u>Total Service Cost</u>
Aug-23	14.00	\$ 1,313.54
Sep-23	26.25	\$ 2,462.90
Oct-23	31.50	\$ 3,266.24
Nov-23	28.00	\$ 2,903.32
Dec-23	7.00	\$ 725.83
TOTAL	106.75	\$ 10,671.83