



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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the November 10, 2010 Board of Directors Meeting Pg 1

3. Recognition

- Transportation Security Administration (TSA) Partnership Award
- Service Award 20 Years: Celso Pomales, Bus Operator





4. Public Comments

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




5. Chief Executive Officer's Report

6. Consent Agenda




A. Release Requests for Proposal (RFP)















- i.  Authorization to Release a Request for Proposal (RFP) for Design and Engineering of the LYNX Orlando Trail Pg 8
- ii.  Authorization to Release a Request for Proposal (RFP) for Healthcare Benefits Pg 11
- iii.  Authorization to Release Request for Proposal (RFP) for Federal Lobbying Services Pg 15
- iv.  Authorization to Release a Request for Proposal (RFP) for Security Services Pg 17

B. Award Contracts







- i.  Authorization to Award a Contract to TRAK Engineering, Inc. for an Automated Fueling System at the LYNX Operations Center Pg 20
- ii.  Authorization to Award a Contract to AECOM Technical Services, Inc., for Architecture and Engineering Services Pg 23
- iii.  Authorization to Award a Contract to Shaw Environmental, Inc. for Soil Removal at LYNX' South Street Operations Facility Pg 26

C. Miscellaneous


- i.  Authorization to Submit the LYNX Chief Executive Officer (CEO) Retirement Plan to the Internal Revenue Service (IRS) for a "Letter of Determination" Pg 30
- ii.  Authorization to Restate the LYNX ATU 1596 Pension Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination" Pg 32
- iii.  Authorization to Modify Contract #10-C18 with Trapeze to Purchase PassWeb for the Deployment of the "Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC)" Project Pg 34

- iv.  Adoption of Resolution #11-001 to Appoint Edward L. Johnson, Lisa Darnall, Bert Francis as Trustees to the LYNX Chief Executive Officer (CEO) Retirement Plan Pg 36
 - Attachments 
- v.  Authorization to Modify the Definition of Compensation in the LYNX Money Purchase Plan Pg 39
- vi.  Authorization to Increase Contract Amount for Akerman-Senterfitt for FY2010 Pg 40
- vii.  Authorization to Amend the Lease Agreement with the City of Orlando for Office Space at LYNX' South Street Facility Pg 42
- viii.  Authorization to Ratify Memorandum of Understanding/Agreement with the City of Altamonte Springs and the City of Casselberry for Flex Bus Transit Service Pg 43
 - Attachments 
- ix.  Authorization to Restate the LYNX Money Purchase Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination" Pg 55
- x.  Authorization to Amend Contract #10-C06 Long Range Transit, Financial Plan 2010-2030, METROPLANORLANDO Funding Agreement and FY 2010/2011 LYNX' Budget Amendment Pg 57
- xi.  Authorization to Initiate the Public Participation Process for the April 24, 2011 Service Changes Pg 59
- xii.  Authorization to Amend the Roles and Responsibilities of the Current Administrative Committee that Services the Money Purchase Plan and 457 Deferred Compensation Plan to include the new LYNX CEO Retirement Plan Pg 61
- xiii.  Adoption of Resolution #11-002 to Reappoint Lisa Darnall as Trustee on the ATU 1596 Pension Plan Pg 62
 - Attachments 
- xiv.  Authorization to Amend the FY 2010 and FY 2011 New Freedom Program (NFP) Local Coordination Agreements with the Independent Transportation Network (ITN) of Orlando Pg 65

7. Action Agenda

- A.  Authorization to Ratify the City of Kissimmee License Agreement for the LYNX' Osceola Satellite Facility Pg 66
 - Attachments 
- B.  Authorization to Execute an Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for Late Evening Weekend Service Pg 92
 - Attachments 
- C.  Authorization to Amend LYNX' Fare Policy With an Effective Date of April 24, 2011. Pg 101
- D.  Authorization to Extend Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services Pg 107

8. Work Session

- A.  Update on LYNX' 2030 Long Range Strategic Master Plan Pg 110

9. Other Business

10. Monthly Reports

A.	 Planning & Development Report	Pg 123
B.	 Monthly Financial Reports - November 30, 2010 -Attachments 	Pg 126
C.	 Monthly Financial Reports - October 31, 2010 -Attachments 	Pg 131
D.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 136
E.	 Monthly Ridership Report For September 2010 (Fiscal Year Ending) and October & November 2010	Pg 139
F.	 Communication Division Report	Pg 151
G.	 Government Relations Report	Pg 157
H.	 Monthly Employee Travel - January 2011	Pg 162
I.	 Monthly Employee Travel - December 2010	Pg 163

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: November 10, 2010

TIME: 2:08 p.m.

Members in Attendance:

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

Members Absent:

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 2:08 p.m. Chairman Henley asked Mayor Buddy Dyer to lead the Pledge of Allegiance.

2. Approval of Minutes

Chairman Henley noted a correction to the Minutes of the September 23, 2010 Board of Directors meeting.

The Minutes of the September 23, 2010 Board of Directors should reflect:

Motion was made and seconded to elect Mayor Buddy Dyer, City of Orlando, as LYNX' Secretary of the Board of Directors. The Motion passed unanimously.

Motion was made and seconded to approve the Minutes as corrected of the September 23, 2010 Board of Directors meeting. The motion passed unanimously.

Motion was made seconded to approve the Minutes of the October 14, 2010 Special meeting of the Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Mike May, Director of Human Resources, to recognize a LYNX employee for years of service.

25 Years:

Building & Groundskeeper

Doug Day

The Chairman recognized Mayor Richard Crotty, Orange County, to recognize student Jada Marchman. As a school project, Jada is job-shadowing the Mayor.

The Chairman recognized Lisa Darnall, Chief Operating Officer, to recognize Bus Operator, Matthew Bartlett, for receiving the 2nd Runner-up for the Operator of the Year Award.

The Chairman recognized Edward Johnson, Interim Chief Executive Officer, to recognize Bill Fay and John Pantuso for receiving the American public Transportation Association's Adwheel Award for LYNX' External Newsletter.

The Chairman recognized John Lewis who has been offered the position of LYNX' Chief Executive Officer.

4. Public Comments

Cheryl Stone addressed the Board in support of the perseverance of the Transportation Disadvantaged Trust Fund.

Margo Wright thanked LYNX' Board of Directors for re-routing Link 15 and the connectivity improvements of Link 6.

Robert Doane, President, ATU Local 1596, commended LYNX' Board of Directors for the selection of John Lewis as LYNX' new Chief Executive Officer.

5. Chief Executive Officer's Report

The Chairman recognized Edward Johnson, Interim Chief Executive Officer, to report on the following items:

1. Staff is requesting that Consent Agenda Item 6.B.ii, Authorization to extend #06-001 with Akerman Senterfitt for Federal Lobbying Services be pulled from the Agenda.
2. Staff has added a "Blue Sheet" item, Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) and Amend the Inter-local Agreement with the City of Orlando to Include the LYNX Orlando Trail and Creative Village Grants, to the Action Agenda.
3. Staff is requesting that Work Session Item 8.C., Update on LYNX' Property and liability Insurance Program be pulled from the Agenda.
4. At the September 23rd, Board of Directors meeting, Sara Brown commended LYNX' Bus Operators and recommended a "Wall of Fame" for retiring Operators. Since that meeting, Ms. Brown passed away. Staff is recommending that LYNX tribute the "Wall of Fame" in her name.
5. On November 4th, a tragic incident occurred in Kissimmee. This incident has had an impact on LYNX. Both the family of the children and LYNX' bus operator is in the thoughts and prayers of the entire organization. Staff has worked with the Kissimmee Police Department as well as local media organizations when information has been requested. Staff was advised today that the family will make a statement at 3:00 p.m. today and a vigil will take place at 6:30 p.m.

6. The Board of Directors authorized the purchase of 2 articulated buses. LYNX has received the buses and will go into service soon. Staff had recommended that the new vehicles display “eye-catching” art work. Nine new bus designs have been developed that will increase the presence of LYNX in the community. After the introduction of the articulated buses with the new design work, an artistic bus will be released each month for a year.
7. The ballot referendum for dedicated funding in both Tampa and Polk County failed. Staff will be working to gather more information on what their next steps will be.
8. LYNX received \$31.5 million from the American Recovery and Reinvestment Act. Approximately 75%/80% of the funding has been obligated under contract. Staff is projecting that a savings of approximately \$1 million may be realized. Staff will come to the Board of Directors in the next few months to seek authorization to amend the grant in order for the savings to be utilized for additional bus shelters throughout the service area.
9. The Board of Directors authorized the release a Request for Proposal (RFP) for paratransit services. Board members and/or their staff have been contacted by a potential provider, American Logistics. The company has discussed with LYNX staff their approach to delivery of service. LYNX is reviewing their delivery method prior to releasing the RFP.
8. The Transportation Security Administration (TSA) will recognize LYNX with a Federal Partnership Award on November 19th. LYNX works with TSA in its training operations.

6. Consent Agenda

A. Award Contracts

- i. Authorization to Award a Contract to Harkins Development for LYNX Operations Center (LOC) Improvements, Paint Booth and Installation of Emergency Generators
- ii. Authorization to Award a Contract to Security 101 for the Upgrading of the CCTV Security System.
- iii. Authorization to Award FY 2011 Job Access Reverse Commute (JARC) and New Freedom Program (NFP) Agreements to Local Coordinating Human Services Agencies

B. Extension of Contracts

- i. Authorization to Exercise First Option Year of Contract #07-026/ASG with Bank of America for Banking Services

C. Miscellaneous

- i. Authorization to Auction Surplus Equipment and Obsolete Bus Parts
- ii. Ratification of a Contract Award to Barracuda Building Corporation for the Construction of Bus Shelter Pads and Installation of Shelters
- iii. Authorization to Amend the Anti-Drug and Alcohol Misuse Prevention Program
- iv. Authorization to File Grant Applications with the Florida Department of Transportation (FDOT) for FY 2012 Rural Transportation Services and FY 2011/FY 2012 Job Access Reverse Commute (JARC) and New Freedom Program (NFP)
- v. Board of Directors 2011 Meeting Dates

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.C.v. excluding 6.B.ii. The motion passed unanimously.

7. Action Agenda

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

A. **Ratification of the Employment Agreement with the Chief Executive Officer, John M. Lewis, Jr.**

The Chairman recognized Pat Christiansen, LYNX General Counsel, to make the presentation.

Final candidate interviews were conducted on October 14, 2010 in a public meeting of the Board of Directors and concluded with a candidate selection with the preferred candidate being John M. Lewis, Jr. At that time, the Board directed the Chairman to negotiate the contract and for the contract to come to the Board for ratification.

The contract provides for Mr. Lewis to serve as Chief Executive Officer (CEO) for a term of 3 years with an annual renewal thereafter and for his employment to begin December 1, 2010.

Currently LYNX' administrative employees participate in a Money Purchase Plan into which LYNX makes a contribution. Administrative employees have a Deferred Compensation Plan that employees can elect to contribute to but LYNX does not make contributions. During contract negotiations with Mr. Lewis, an arrangement was reached regarding retirement/deferred compensation plan. Due to this arrangement, the contract provides that he has elected not to participate in LYNX' Money Purchase Plan and that LYNX will create a separate plan for him into which it would make contribution.

Staff is requesting the Board of Directors' ratification of the Employment Agreement with John M. Lewis, Jr. Staff is also requesting the Board of Directors' authorization to amend LYNX' Money Purchase Plan to provide for the Chief Executive Officer (CEO) to opt-out of the Plan.

Motion was made and seconded to authorize the Chairman to execute the Employment Agreement with John M. Lewis, Jr. as presented to the Board of Directors. The Motion passed unanimously.

Motion was made and seconded to authorize LYNX' General Counsel to prepare an amendment to the LYNX' Money Purchase Plan to provide for the Chief Executive Officer (CEO) to elect by Contract to opt-out of the Plan. The Motion passed unanimously.

B. **Authorization to Submit Grant Application to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) and Amend the Inter-local Agreement with the City of Orlando to Include the LYNX Orlando Trail and Creative Village Grants**

The Chairman recognized Tony Walter, Director of Planning & Development, to make the presentation.

Staff is requesting the Board of Director's authorization for the Interim Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) for the LYNX Orlando Trail (LOT) and the Creative Village (CV) grants in the total amounts of \$1,233,132 and \$10.0 million respectively and to execute an amendment to the Inter-local Agreement with the City of Orlando for project management and local match funding.

Staff is also requesting authorization to negotiate and transmit a Conditional and Preliminary Term Sheet for USDOT consideration to receive grant funds for the Creative Village Project under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for 2010.

The agreement and Conditional and Preliminary Term Sheet will be brought back to the Board for ratification.

Motion was made and seconded to authorize the Interim Chief Executive Officer or designee to submit grant applications for LYNX Orlando Trail and the Creative Village, to execute an amendment to the Inter-local Agreement with the City of Orlando for project management and local match funding, and to negotiate and transmit a Conditional and Preliminary Term Sheet. The Motion passed unanimously.

8. Work Session

A. Discussion on the Submissions of the Amalgamated Transit Union (ATU) Local 1596 Restated pension Plan

The Chairman recognized Mike May, Director of Human Resources, to make the presentation.

The ATU Pension Plan ("PP"), which is sponsored by LYNX, is a retirement plan intended to be qualified under Internal Revenue Code section 401(a). It is subject to the same timetable for restatement as the LYNX Money Purchase Plan ("MPP"), which is January 31, 2011.

ATU Board of Pension Trustees has approved the ATU Pension Plan being amended by continuing to utilize the current plan document, incorporating all amendments that have been approved since the last restatement in 2001 and any additional provisions required by the Economic Growth Tax Relief Reconciliation Act ("EGTRRA") and the Pension Protection Act of 2006.

In addition, the Board of Pension Trustees has desires to submit the pension plan document to the Internal Revenue Service ("IRS") for a determination letter. This would be the first submission for governmental plans under the revised IRS determination letter program.

Staff will present the final document to LYNX' Board of Directors at its January 27, 2011 meeting for approval.

B. Discussion on the Submissions of the LYNX Restated Money Purchase Plan

The Chairman recognized Mike May, Director of Human Resources, to make the presentation.

LYNX sponsors and maintains the LYNX Money Purchase Plan ("MPP"), which is a qualified retirement plan governed by Internal Revenue Code section 401(a) and the related statutes and regulations. Under current Internal Revenue Service ("IRS") guidelines, the MPP must be restated to incorporate a number of statutory changes that Congress has enacted since 2001. The time limit to incorporate all these provisions into the plan document is January 31, 2011.

The restatement is merely an incorporation of statutory and regulatory language.

In addition to restating the document, this is an opportunity to submit the plan document to the IRS for a determination letter. Incurred will be the costs to submit plus a \$1,000 IRS user fee.

Staff will present the final document to LYNX' Board of Directors at its January 27, 2011 meeting for approval.

9. Information Items

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

10. Other Business

The Chairman recognized that this Board of Directors' meeting will be the last for out-going Mayor Richard Crotty, Orange County. The Chairman recognized Mayor Crotty for his leadership and for being a valuable member of the LYNX Board of Directors.

10. Monthly Reports

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

11. Executive Session

Chairman Henley announced that the LYNX Board of Directors will go into Executive Session and called on Pat Christiansen, LYNX General Counsel, to read a statement on how the session will be conducted.

Pat Christiansen, LYNX General Counsel, read the following statement:

Ladies and Gentlemen, in accordance with the public notice posted at the LYNX Administrative Offices, the LYNX governing board will now have an executive session to discuss legal strategies related to pending litigation. The notice, copy of which is in the possession of Deborah Henderson, the LYNX Agency Clerk, may be reviewed by anyone desiring to do so, stated the time and location of the executive session.

The subject matter of the executive session is limited to discussion between the Interim Chief Executive Officer of LYNX and its governing board regarding legal strategies related to the pending litigation. Further, please be aware that Florida law prohibits voting on final decisions during these executive strategy meetings. Any action by the governing board must be voted upon in a public meeting.

This concludes the public session of the LYNX Board of Directors' Board meeting. The executive session will commence in the adjacent Conference Room following this announcement. The only individuals who may remain or participate in the executive session are the following:

James Seegers, LYNX Labor Law Relations Attorney, Baker Hostettler;
Edward Johnson, Interim Chief Executive Officer, LYNX;
The individual Board members present today;
Pat Christiansen, LYNX General Counsel, Akerman Senterfitt
Court Reporter

At the conclusion of the General Counsel's statement, the Chairman announced that after all executive session participants have gathered in the conference room, the conference room door will be secured and no one may enter or leave the room during the executive session. He noted that the executive session should not exceed one hour.

The Chairman asked if any members of the LYNX Board or if the public had any questions concerning the executive session or the procedure.

Hearing no questions, the Chairman temporarily adjourned the LYNX Board of Directors' meeting at 2:55 p.m.

The Chairman, Commissioner Carlton Henley, reconvened the meeting of the LYNX Board of Directors at 3:10 p.m.

Motion was made and seconded to move on pending action as discussed in the Executive Session in the following manner: instruct LYNX' Counsel to reach-out to opposing Counsel and indicate that the pending action is without merit; instruct LYNX' Counsel to attempt a resolution of the matter; failing a resolution, instruct LYNX' Counsel to proceed to mediation; failing a resolution in mediation, instruct LYNX' Counsel to proceed with a Court defense. The Motion passed unanimously.

Meeting adjourned at 3:14 p.m.

Consent Agenda Item #6.A. i

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rich Bannon (Technical Contact) Rudolph Walter (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Release Requests for Proposal (RFP) Authorization to Release a Request for Proposal (RFP) for Design and Engineering of the LYNX Orlando Trail
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to release a Request for Proposal (RFP) for design and engineering services for the LYNX Orlando Trail also known as 'Gertrude's Walk'.

BACKGROUND:

In February 2010, LYNX, along with the City of Orlando, submitted a funding proposal for the Section 5309 Bus and Bus Facilities Livability Initiative Program Grant for the LYNX-Orlando Urban Trail Project (aka Gertrude's Walk). The FTA Bus Livability Program is a competitive grant program funded from unallocated Discretionary Bus and Bus Facilities Program funds authorized by SAFETEA-LU. The Bus Livability Program made funds available to finance capital projects in support of livable communities and sustainable development. Through various initiatives and legislative changes over past years FTA has allowed and encouraged projects that help integrate transit into a community through neighborhood improvements and enhancements to transit facilities or services. Funding provided through this grant program is intended to support projects that fulfill the livability principles that serve as the foundation for the U.S. Department of Transportation, U.S. Department of Housing and Urban Development and U.S. Environmental Protection Agency Partnership for Sustainable Communities.

The LYNX-Orlando Trail Project is a start-up segment of a larger Orlando Urban Trail, included as part of the regional vision for Orlando transportation. Enhancements for this segment of the project are critically needed to support commuter rail and the growing transportation needs identified in the Downtown Transportation Plan.

The project includes improvements to the existing corridor between Church Street and Washington Street in the downtown urban core. Traffic and pedestrian railroad crossing safety improvements are proposed at intersecting streets - Church Street, Pine Street, Central Boulevard, Washington Street, Livingston Street and Amelia Street. A second phase will be for engineering, and construction for the undeveloped segment of the trail from Washington Street to Amelia Street. A sub-phase will also include engineering and design services for the remainder of the corridor north to SR 50/Colonial Drive.

The intent of the project is to improve pedestrian accessibility in the urban core along the City's proposed urban trail. The corridor is a key pedestrian way for LYNX riders as well as future passengers on SunRail and will ultimately connect both downtown SunRail stops as well as the various land uses in between. Improved accessibility and ADA crossings at Livingston and Amelia, two key crossing points at LYNX Central Station, will also provide great benefit to LYNX and SunRail customers as well as downtown residents, workers and visitors.

Prior to the grant award notification the City completed some improvements to the existing portion of the trail from Washington Street to Church Street. Improvements included removal of existing concrete sidewalk, removal of trees located in the center of the walkway, removal of planters, improved lighting, and replacement of metal railings and installation of metal bollards at roadway intersections.

Cost for Design and Engineering is estimated at \$429,375, with a total project cost estimated at \$1,641,415 (construction, engineering, amenities, safety and security improvements and project administration). The City of Orlando proposed a 20% match of \$308,283 and LYNX is also requesting funds through DHS FY 2010 TSGP grant funds (\$80,000) and 5303/TCSP FY2011 grant funds (\$20,000) in support of the project. In July of this year FTA announced the proposed grant recipients, the LYNX-Orlando Urban Trail being one of only two awarded in Florida. LYNX and the City of Orlando are drafting an amendment to the existing Interlocal Agreement used to facilitate the Downtown Circulator Expansion Alternatives Analysis to facilitate implementation of LYNX-Orlando Trail Project.

Since the application was originally submitted, the scope of the project has changed somewhat to reflect the work already completed by the City in anticipation of the opening of the Amway Center to now include 1) additional enhancements along the existing corridor that have not been completed by the City, 2) design, engineering and construction of the proposed Phase 2 segment (Washington Street to Amelia Street) where construction was not part of the original application and 3) design and engineering for the portion of the planned trail from Amelia Street to just south of SR 50/Colonial Drive. This new scope reflects current conditions and the ability to complete construction for the Trail between Washington Street to LCS as well as complete design for an additional planned segment.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

For this portion of the project, \$429,375 is estimated for Design and Engineering Costs for Phase 2 of the project, roughly Washington Street to just south of Colonial Drive. It is anticipated that the City will provide a 20% match with the remaining 80% coming from the Federal Grant.

LYNX staff has included \$1,500,000 in the FY2011 Capital Budget for LYNX Orlando Urban Trail project. The estimated cost for design and engineering is \$429,375. The total project cost is estimated as follows:

LYNX Orlando Urban Trail (aka Gertrude's Walk):

Funding Sources	Amount
FTA Livability Funding (80%)	\$1,233,132
City of Orlando (20%)	<u>308,283</u>
Total Project Cost	\$1,541,415

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Edward Johnson
INTERIM EXECUTIVE DIR
Mike May
(Technical Contact)
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Healthcare Benefits

Date: 1/27/2011

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 all employees' healthcare benefits in order to compare options for 2012 benefit year.

BACKGROUND:

For more than 25 years, LYNX has piggy-backed on the Orange County Government Healthcare Benefit plan. Recently, this plan has recognized significant changes to the cost and benefit structure. The chart below illustrates the changes in the plan structure from Plan Year 2010 to 2011.

	Current Plan: 2010 HMO	New Plan: 2011 CDHP with HSA
Incentive for Completing the HRA Screening & Assessment (if you are on the Medical Plan)	\$25 per pay period fee if screenings are not completed	Employee will forfeit the \$750 deposit into HSA for Employee Only; or \$1250* deposit into HSA if covering dependents (*Spouse must screen if covered)if screening is not completed
Incentive for Completing the HRA Screening & Assessment (if you are NOT on the Medical Plan)	Up to \$50 per pay period credit to be used for dental, vision, and additional life insurance premiums (up to \$1300 total for year)	Same – now called the Opt Out Credit
Preventive Care Visits (like annual physical, pap smear, preventive screenings (colonoscopy, etc.)	\$0 per visit when in network	Same
Total Out of Pocket Expenses Annually for Medical and Pharmacy combined	Unlimited/No Max. Member must continue to pay copays for all services and medications, all year long with no cap	\$3000 for Employee Only; or \$6000 for Employees with dependents
Deductible (amount you pay for services up front before the plan kicks in)	None. Members go straight to co-pay schedule at the start of the year.	\$1500 for Employee Only; or \$3000 for Employees with dependents
Coinsurance (portion of negotiated rate you pay for in-network medical services <u>after</u> your deductible is met)	None. Member pays according to co-pay schedule all plan year long .	20% employee 80% covered by plan

Dollars the County gives you to help pay for medical expenses throughout the year	None (except employer share of premium). Member responsible for all copay costs.	\$750 or \$1250 HSA deposit in January that can be used to help you pay for medical and pharmacy expenses (upon completion of screening/HRA requirements)
Average Cost for a trip to your Primary Care physician for a sick visit	\$15 copay	Average cost before deductible: \$83* Average cost after deductible: \$17*
Average Cost for Generic Drugs, 30 day supply	\$10 copay	Average cost before deductible: \$26* Cost after deductible: \$10 *
Average Cost for Preferred Brand Name Drugs, 30 day supply	\$30 copay	Average cost before deductible: \$169 * Average cost after deductible: 10% of drug + \$30 (\$46.90)*
Average Cost for a trip to the Orthopedic (Specialist)	\$25 copay	Average cost before deductible: \$202* Average cost after deductible: \$40*
Average Cost for a trip to the Cardiologist (Specialist)	\$25 copay	Average cost before deductible: \$208* Average cost after deductible: \$42*
Average Cost for Routine Lab Work	\$0 copay	Average cost before deductible: \$56* Average cost after deductible: \$11*

Historically, LYNX has not conducted an in-depth analysis to determine the feasibility of seeking its own healthcare program. This is largely due to the fact that piggy-backing with Orange County Government has previously resulted in satisfactory rates for health insurance. However, this action will allow LYNX to conduct a comprehensive benefit analysis between the current plan and what the market has to offer an agency such as LYNX.

In addition, during our most recent contract negotiations the Union (ATU 1596) requested that the Authority research possible alternatives to the Orange County plan. There may not be anything available that is a viable alternative but still does not increase costs. The Authority cannot conclusively say that a viable alternative is not available unless we have done the research.

If in fact there is a viable alternative we may be able to positively affect employee morale while reducing overall costs.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business Enterprise (DBE) firms. LYNX' has an overall goal of 14%.

FISCAL IMPACT:

Staff is proposing that the cost for insurance equate to no more than the current range of approximately, \$6.8 million.

Consent Agenda Item #6.A. iii

To:	LYNX Board of Directors
From:	James McLawhorn CHIEF GOVT AFFAIRS OFFICER James McLawhorn (Technical Contact)
Phone:	407.841.2279 ext: 6064
Item Name:	Release Requests for Proposal (RFP) Authorization to Release Request for Proposal (RFP) for Federal Lobbying Services
Date:	1/27/2011

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 federal lobbying services.

BACKGROUND:

In October 2005, LYNX released an RFP for federal lobbying services. Akerman Senterfitt was the successful respondent and awarded a contract in December 2005. The contract was for an initial term of two years with three one-year options, subject to Board approval and annual funding availability.

Staff believes it is desirable to continue to contract for federal lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly and indirectly.

The proposal timeline for the RFP process is as follows:

- Release RFP January 28, 2011
- Response due February 28, 2011
- SEC Evaluation in March 2011
- Authorization to Award March 24, 2011
- Effective date April 1, 2011

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

LYNX staff has included \$126,000 in the FY2011 Operating Budget to support these contract services.

Consent Agenda Item #6.A. iv

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
William Zielonka
(Technical Contact)
Lorna Hall
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Security Services

Date: 1/27/2011

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 Security Guard Services covering a three year period with two one-year options.

BACKGROUND:

Currently, security guard services for the four LYNX facilities located at 1200 W. South Street, 2500 LYNX Lane, 455 North Garland Avenue and 100 N. Alaska Avenue are provided by Diamond Security Services, Inc. under contract # 08-C11. The contract expires June 30, 2011. There have been significant changes in our security system including the addition of the Osceola Satellite Facility and centralization/redesign of the CCTV Control room. The current contract will not adequately meet LYNX current security needs in the next fiscal year. In order to have the most cost effective security guard services, it is in LYNX' best interest to not exercise the two (1) year options and release a new Request for Proposal (RFP).

PROCESS:

The RFP process will be pursuant to Purchasing and Contracts Division Request for Proposal Evaluation Policy, PRO-001.

The RFP's scope of work requires both uniformed and armed security guards 24 hours a day, 365 days a year providing surveillance, property and building security, occupant protection, crowd and traffic control, foot and vehicular patrols, and asset protection on an as needed basis.

LYNX Board Agenda

The selection process will consist of a Determination of Responsiveness and a Source Evaluation Committee (SEC). The SEC will evaluate all responsive proposals received under the solicitation. The SEC will be comprised of the following persons or designee:

LYNX Chief Finance Officer
LYNX Director of Safety, Security & Risk Management
LYNX Deputy Chief of Operations for Vehicle & Facilities Maintenance
LYNX Deputy Chief of Operations for Transportation
LYNX Director of Human Resources

Each proposal will be reviewed and evaluated by each member of the SEC utilizing the following criteria and the assigned weight as noted in parentheses:

- A. Qualifications, Experience and References (20)
- B. Service and Support (10)
- C. Training Program (10)
- D. Approach to the Project (10)
- E. Cost Proposal (40)
- F. Disadvantaged Business Enterprise (DBE) Participation (10)

PROJECTED SOLICITATION SCHEDULE

Issuance of Request for Proposal	February 2011
Due Date for Proposals	March 2011
SEC Meeting	April 2011
Board Approval	May 2011
Contract Negotiation and Award	June 2011
Contract Start Date	July 1, 2011

Note: Dates referenced are for planning purposes only and are subject to change.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

Current expenditures with Diamond Security Services, Inc. are approximately \$863,000 per year. The new contract is expected to increase both the hours of coverage and the level of service for

LYNX Board Agenda

an estimated annual cost of \$900,000 for the first year and will increase to an estimated 2% annually for the next three years.

LYNX staff has included \$1,009,362 in the FY2011 Operating Budget to support security services.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to TRAK Engineering, Inc. for an Automated Fueling System at the LYNX Operations Center

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to TRAK Engineering, Inc. for an automated fueling system (AFS) at the LYNX Operations Center (LOC) in the amount of \$271,033.

BACKGROUND:

LYNX desires an automated fueling system (AFS) that will authorize and track the dispensing of fuel (diesel, gasoline and biodiesel), automatic transmission fluid (ATF), engine oil, diesel exhaust fluid (DEF) and antifreeze to all revenue and support vehicles. Currently tracking is done manually. This system reduces the human intervention in the capture of bus mileage, fuel and lube dispensed at the LOC facility increasing the accuracy of the data captured and the efficiency of this process. Once implemented, the only human intervention in the capture of mileage and fuel/fluids dispensed will be the Maintenance employee physically using a proximity card that will allow the system to identify and capture the person who is dispensing the fuel/fluids. Specific vehicle data along with fuel/fluids issued data will be processed and stored and the AFS will generate standard reports on a scheduled basis or as needed. The AFS will also monitor and record the fluid levels of all fuel/fluid storage tanks at the LOC fueling station.

The AFS Request for Proposal (RFP) required bids for installation at the LOC fueling station (primary site) with options for an AFS at the LOC maintenance shop, the South Street Facility and fleet maintenance software integration. At this time, the only option being considered is installation at the LOC maintenance shop.

The AFS at the LOC fueling station will consist of four (4) controllers authorizing the four (4) distribution pumps that dispense diesel and gasoline fuels, the biodiesel blending station, and the four (4) banks of hose reels that distribute lube for all vehicles in addition to capturing the tank monitoring system data.

As funding becomes available, the AFS at the LOC maintenance shop is desired as well and will consist of ten (10) controllers authorizing eighteen (18) banks of hose reels and capturing the tank monitoring system data.

The RFP was issued on August 5, 2010. Twenty-seven (27) firms received copies of the RFP. The proposal due date was September 13, 2010.

Four (4) responses were received from the following firms:

- Adams Tank & Lift, Inc.
- AssetWorks, Inc.
- E.J. Ward, Inc.
- Trak Engineering, Inc.

The Source Evaluation Committee (SEC) consisted of the following personnel:

Greg Barowski, Manager of Maintenance
 Joseph D' Ambrosio, Application Analyst
 Ken Nath, Supervisor of Material Control Management

The proposals were evaluated on the following criteria in descending order of importance”

1. Equipment meets minimum technical specifications (45 Points)
2. Past experience, installation of a similar system (35 Points)
3. Cost proposal (20 Points)

The SEC met on November 30, 2010 to discuss the four responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The SEC unanimously recommended the four firms come in for oral presentations.

On December 9, 2010 the firms listed below made presentations to the SEC. As a result of the presentations and further evaluation, the four firms were scored and place in an ordinal ranking as noted below:

Vendor	Score	Ordinal
Adams Tank & Lift, Inc	225	4
AssetWorks, Inc.	221	2
E.J. Ward, Inc.	242	3
Trak Engineering, Inc.	261	1

Following the oral presentation and after further review on December 21, 2010, the SEC recommended an award be made to Trak Engineering, Inc.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business (DBE) firms. LYNX has an overall goal of 14%.

FISCAL IMPACT:

LYNX staff has included \$300,000 in the FY2011 Capital Budget to support the contract amount of \$271,033 for the LOC Automated Fueling Station. The optional AFS for the LOC maintenance shop is \$263,301 and is contingent upon Board approval and available funding.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to AECOM Technical Services, Inc., for
Architecture and Engineering Services

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract for Architecture and Engineering Services (A&E) to AECOM Technical Services, Inc. The term of the contract shall be for three (3) years with two (2) one-year options subject to annual funding availability. Task Orders will be issued for all work to be performed under this Contract. No task order will be issued in excess of \$150,000 without prior authorization from the Board. The annual contract amount shall not exceed \$500,000.

BACKGROUND:

The current contract for A&E services expires January 22, 2011.

For this RFP, the general scope of work is for professional architectural and engineering services and assistance for various types and sizes of projects ranging from improvements, modifications and/or improvements to existing facilities to the design build plans for new transit facilities. Type of work required to undertake an as-yet unspecified list of projects includes, but is not limited to environmental investigations, studies or reports, design of various transit infrastructure improvement to include access that conforms to the Americans with Disabilities Act (ADA) requirements; field review and analysis; cost estimating; construction oversight and management, site selection, bus operating facilities, and related real estate activities to be provided on an as-needed basis.

At the September 23, 2010, LYNX Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for Architecture and Engineering (A&E) Services. The

LYNX Board Agenda

RFP was released on November 10, 2010 and proposals were due to LYNX by 2:00 p.m. EST on December 08, 2010.

Six responses were received from the following firms:

- AECOM Technical Services, Inc.
- Baker, Barrios Architects, Inc.
- Bentley Architects & Engineers, Inc.
- KZF Design, LLC
- MLM-Martin Architects, Inc.
- Rhodes & Brito Architects, Inc.

The Source Evaluation Committee (SEC) consisted of the following personnel:

Catherine Cavins – ARRA Project Manager
Lisa Darnall – Chief Operating Officer
Bert Francis – Chief Financial Officer

The proposals were evaluated on the following criteria in descending order of importance:

- Company Qualifications (40%)
- Personnel & Experience (30%)
- Methodology / Approach (20 %)
- Financial Qualifications (10%)

Cost was not considered as a part of the evaluation criteria since this procurement is covered under the Brooks Act.

The SEC met on December 20, 2010 to discuss the six responses. The meeting was publicly noticed and several of the proposers attended the meeting.

The scoring of the proposals submitted is as follows based on a total possible score of 300:

Vendor	Score	Ordinal
AECOM, Inc.	275	1
Bentley Architects & Engineers, Inc.	242	2
KZF Design, LLC	231	3
Baker, Barrios Architects, Inc.	240	4
MLM-Martin Architects, Inc.	205	5
Rhodes & Brito Architects, Inc.	207	6

Staff is recommending the award to AECOM Technical Services, Inc.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has an established DBE goal of 6% participation for this Contract.

FISCAL IMPACT:

LYNX staff has included funding and related expenses in the FY2011 Operating and Capital budgets for architectural and engineering services for facility improvements and major repairs. The annual contract amount shall not exceed \$500,000.

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
William Zielonka
(Technical Contact)
Steven Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Award Contracts
Authorization to Award a Contract to Shaw Environmental, Inc. for Soil
Removal at LYNX' South Street Operations Facility

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Shaw Environmental, Inc. in an amount not to exceed \$210,596 for soil removal and remediation at the LYNX South Street Operations Facility.

BACKGROUND:

At the September 23, 2010 LYNX Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for Remediation of the LYNX South Street Facility. The RFP was released on December 10, 2010 and proposals were due to LYNX by 2:00 p.m. EST on December 29, 2010.

Ten responses were received from the following firms:

- Advantage Environmental Services, Inc.
- American Compliance Technologies, Inc.
- Environmental Compliance Services, Inc.
- EnviroTeck, Inc.
- Florida Environmental Compliance Corporation (FECC)
- Fueling Components, Inc.
- Handex Consulting & Remediation, LLC
- Roger B. Kennedy Construction, Inc.
- Shaw Environmental, Inc.

- UST Environmental Services, Inc.

The Source Evaluation Committee (SEC) consisted of the following personnel:

- Scott Meeks, Supervisor, Maintenance Facilities
- Chris Plummer, Manager, Budgets, Payroll & Accounts Payable
- T. Rodney Walls, Safety and Security Officer
- Gary Crowe, Ardaman and Associates – Technical Advisor (Non-Voting)

The proposals were evaluated on the following criteria in descending order of importance:

- Company Qualifications (40%)
- Personnel & Experience (30%)
- Methodology / Approach (20%)
- Cost (10%)

The SEC met on January 12, 2011 to discuss the ten responses. The meeting was publicly noticed and several of the proposers attended the meeting.

The scoring of the proposals submitted is as follows based on a total possible score of 300:

Vendor	Score	Ordinal	Cost
Shaw Environmental	288	1	210,595.60
American Compliance Technologies, Inc.	272	2	218,600.00
Florida Environmental Compliance Corp (FECC)	279	3	157,310.00
Environmental Compliance Services, Inc.	251	4	213,367.40
Handex Consulting & Remediation	251	5	221,906.80
Advantage Environmental Services, Inc.	225	6	199,053.60
EnviroTeck, Inc.	234	T-7	164,800.00
Roger B. Kennedy Construction, Inc.	233	T-7	257,845.00
UST Environmental Services	215	8	235,726.40
Fueling Components, Inc.	196	9	221,400.00

Staff is recommending award to Shaw Environmental, Inc. Shaw's methodology and approach was well defined and provided specific time lines for the different phases of the work to be performed and contained no deviations from the scope of work. All work will be completed within (45) forty five calendar days as stated in RFP.

The proposal specifically addressed the following areas:

- Pre-Mobilization
- Mobilization (Site Layout, Excavation Area, Dewatering System, Stockpile Layout)
- Dewatering System Installation and Operation, System Shut Down and Removal
- Soil Excavation and Disposal
- Backfill and Compaction
- Site Specific Health and Safety Plans
- Quality Assurance/Quality Controls.

Shaw will have three qualified individuals in the areas of Project Manager, Project Engineer and On-Site Superintendent. Their unit costs for the disposal and clean soil back fill are lower than those proposed by Florida Environmental Compliance Corp and EnviroTeck. In the event the amount of material to be removed and replaced is over the estimated quantities, this would be an additional savings.

The proposal submitted by Florida Environmental Compliance Corp (FECC) although a lower cost, \$157,310, lacked a detailed methodology and approach as to how the work would be performed. The individuals assigned to this project are a Project Manager, Health & Safety Manager and a Project Superintendent. In addition, the Remedial Action Plan prepared by Ardaman and Associates and submitted to the Florida Department of Environmental Protection, required the backfill material to be placed in 1 foot lifts. FECC proposed a 2 foot lift which would save time but not allow for the proper compaction of the soil. FECC also proposed that the removal of the contaminated soil will be done by direct loading. Direct loading can be an effective way of removing material if there are no trucking delays. If there are delays Lynx could experience additional time being spent by our engineers in the testing of the material to be removed. FECC did not disclose the location of where the material would ultimately be disposed.

The proposal submitted by EnviroTeck was also proposed at a lower cost of \$164,800 but also lacked a detailed methodology and approach as to how the work would be done. The only individual assigned to this project is a Senior Project Manager. As previously mentioned the Remedial Action Plan prepared by Ardaman and Associates and submitted to the Florida Department of Environmental Protection, required the backfill material to be placed in 1 foot lifts. EnviroTeck proposed an 18" lift which would save time but again not allow for the proper compaction of the soil. EnviroTeck also proposed that the removal of the contaminated soil would be done by direct loading. Direct loading can be an effective way of removing material if there are no trucking delays. If there are delays Lynx could experience additional time being spent by our engineers in the testing of the material to be removed. EnviroTeck also did not disclose the location of where the material would be disposed. Finally, EnviroTeck proposed

protection of the excavated clean overburden and impacted soils only when severe weather was expected. Other proposers all proposed covering the material upon excavation.

The proposal submitted by Advantage Environmental Services, Inc proposed a lower cost of \$199,054. The proposal contained an undated letter of credit and weak financial information. Their proposal included costs which are not fixed. Disposal of oil water is at a rate of \$1.00 per gallon with a vacuum tanker billable at \$90.00 per hour portal to portal. Their proposal only allowed for one pump for dewatering for a period of 30 days and any additional pumps would result in an additional cost of \$9,837 per pump.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is no DBE goal for this project since federal funds will not be utilized.

FISCAL IMPACT:

LYNX staff has included \$601,284 in the FY2011 Operating Budget to support the demolition of the maintenance building (\$46,135), digging up and removing the contaminated soil (\$210,596), soil monitoring, testing, and site oversight and closure (\$120,182), and other costs (\$5,235). It is estimated that the product plume is approximately 6000 to 7000 square feet. The depth of the excavation is about 9 to 10 feet. The total volume of the contaminated soil to be removed is approximately 2700 tons. It is also estimated that the amount of clean soil backfill is 3940 cubic yards.

The current contract awards and estimates in the amount of \$382,148 are anticipated to be under budget for this project.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Submit the LYNX Chief Executive Officer (CEO)
Retirement Plan to the Internal Revenue Service (IRS) for a "Letter of
Determination"

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to submit the LYNX Chief Executive Officer (CEO) Retirement Plan to the Internal Revenue Service (IRS) for a "Letter of Determination" for plan compliance.

BACKGROUND:

Staff updated the Board in November 2010 of LYNX' intent to establish the new CEO Retirement Plan and then submit it to the IRS for a "Letter of Determination".

LYNX has established the LYNX CEO Retirement Plan which is a qualified retirement plan governed by Internal Revenue Code section 401(a) and the related statutes and regulations. Hartford, the third-party administrator for the LYNX CEO Retirement Plan, provides this document as part of its services.

In addition, participant(s) must receive a notice two to three weeks before the filing is forwarded to the IRS for review. Per IRS guidelines, it is necessary to distribute this notice in early January, prior to the Board meeting for approval.

Having the IRS review the document language, since this is a customized individualized document, is highly recommended to ensure that the Plan document incorporates all appropriate language.

If the Plan is not submitted to the IRS for acceptance, the Plan will be disqualified and the participant(s) will be taxed on their vested accrual benefits. Also, the Trust will be subject to income tax on its investment gains.

FISCAL IMPACT:

The estimated cost for this activity is a \$1,000 IRS submission user fee. The total cost will be absorbed in LYNX FY2011 Operating Budget.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Restate the LYNX ATU 1596 Pension Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination"

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to restate the LYNX ATU 1596 Pension Plan and submit the Plan to the Internal Revenue Service (IRS) for a "Letter of Determination" for Plan compliance.

BACKGROUND:

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

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

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

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

If the Plan is not submitted to the IRS for acceptance, the Plan will be disqualified and all participants will be taxed on their vested accrual benefits. Also, the Trust will be subject to income tax on its investment gains.

FISCAL IMPACT:

All costs associated with submission of the Plan to the IRS will be borne by the Pension Plan Fund. The estimated costs are \$1,000 for the IRS submission user fee and \$8,500 for legal expenses for a total of \$9,500.

Consent Agenda Item #6.C. iii

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rudolph Walter (Technical Contact) Tori Iffland (Technical Contact) Doug Jamison (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Miscellaneous Authorization to Modify Contract #10-C18 with Trapeze to Purchase PassWeb for the Deployment of the "Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC)" Project
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify contract #10-C18 with Trapeze in the amount of \$28,813 for the purchase of the PassWEB annual maintenance and change orders for the deployment of Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC) project.

BACKGROUND:

Central Florida was one of only eight agencies across the country selected for Phase I funding. The MORE TMCC partners finalized the design of the MORE-TMCC and submitted a proposal on July 31, 2008 for Phase II funding to deploy the system.

LYNX was awarded \$100,000 in grant funding from the Federal Transit Administration and \$200,000 in matching Service Development Grant funding from the Florida Department of Transportation for the deployment of the PassWEB module of Trapeze and for an identification card system. Trapeze has been awarded a purchase order for the procurement of this software.

PROPOSED NEW EXPANSION:

PassWEB provides external internet access to the ACCESS LYNX scheduling system for customers, their social workers, and their representatives. This access allows for direct booking of trips, cancelling of trips, and verification of trip status and eligibility information. Customers choosing to use this access do not have to call the customer service representatives for assistance. This will result in reduced call volume and phone queues for the other customers who choose to speak with a representative.

The development of the PassWEB internet software has required minor customization to match the design of the MORE-TMCC and the intent of the Federal project. This has required several change orders to procure the software. The requested authorization also adds the annual maintenance contract which is included in the project's grant funding.

FISCAL IMPACT:

The current approved budget includes \$300,000 for the deployment of the MORE-TMCC. This includes \$100,000 in Federal grant funds matched by \$200,000 in a Florida Department of Transportation Service Development Grant already awarded for this fiscal year. This effort will not require a financial contribution from LYNX.

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Adoption of Resolution #11-001 to Appoint Edward L. Johnson, Lisa Darnall, Bert Francis as Trustees to the LYNX Chief Executive Officer (CEO) Retirement Plan

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' adopt Resolution #11-001 to appoint Edward Johnson, Lisa Darnall, and Bert Francis as Trustees for the new LYNX Chief Executive Officer (CEO) Retirement Plan.

BACKGROUND:

Due to the creation of the new LYNX CEO Retirement Plan, LYNX must appoint Trustees to serve the Plan. The Trustees are responsible for a variety of issues. The main duties are to monitor the investments and Plan performance. The Trustees also ensure the Plan's compliance with all applicable laws and regulations and to select and monitor the Plans' investment manager and administrator.

FISCAL IMPACT:

There is no fiscal impact to the Agency.

CFRTA RESOLUTION 11-001

**A RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEES FOR THE
CHIEF EXECUTIVE OFFICER' (CEO) RETIREMENT PLAN**

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore established the CEO Retirement Plan effective as of December 1, 2010. The Plan is known as the Chief Executive Officer (CEO) Retirement Plan (the "Plan"); and

WHEREAS, the Employer wishes to appoint Edward L. Johnson, Lisa Darnall and Bert Francis as a Trustees of the Plan, effective as of December 1, 2010

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the removal and replacement of these appointees as Trustee of the Plan, and perform any other acts necessary to implement the removal and replacement of these appointees as Trustee of the Plan.

CERTIFICATION OF THE ADOPTION OF RESOLUTION 11-001 BY THE BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Board of Directors

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Modify the Definition of Compensation in the LYNX Money Purchase Plan

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to allow the Administrative Committee to modify the definition of compensation in the Money Purchase Plan (MPP) to be consistent with current practices. Staff is requesting the following definition be used for the definition of compensation.

The contribution amount would consist of the items normally included as Gross Compensation on the employee's annual W-2 statement plus deferrals less reimbursements or other expense, allowances and fringe benefits; such as, moving expenses, excess life insurance, temporary living expenses and welfare benefits.

BACKGROUND:

During the restatement of MPP to comply with IRS requirements, staff was made aware the definition of compensation of the MPP was not consistent with current practices. After analyzing the difference, the MPP Administrative Committee adopted a change in the definition of compensation for calculating contributions to exclude welfare benefits, fringe benefits, car and cell phone allowances, moving expenses, etc.

FISCAL IMPACT:

There is no fiscal impact to this item.

Consent Agenda Item #6.C. vi

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Blanche Sherman (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Miscellaneous Authorization to Increase Contract Amount for Akerman-Senterfitt for FY2010
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the Contract #08-C14 General Counsel services with Akerman Senterfitt and its subcontractor Baker-Hostetler to ensure efficient and effective monitoring of the contract and cover unexpected expenses in the final fiscal year of the contract.

BACKGROUND:

At the April 24, 2008 Board of Directors meeting, LYNX Board authorized the Chief Executive Officer (CEO) to execute an agreement with Akerman-Senterfitt, Attorney at Law to provide legal services that include general counsel to the Board and CEO; procurement/contract law; and employment/labor law.

Effective May 1, 2008, a final agreement was reached and executed for the aforementioned services with Akerman-Senterfitt and its subcontractor Baker-Hostetler. Baker-Hostetler's efforts focused primarily on employment/labor law. The initial term of the agreement was for three years ending April 30, 2011 with an option to extend the agreement for two one-year terms. Additionally, the initial three-year term included a maximum contract amount not to exceed \$750,000 with each contract year being capped at \$250,000.

In January 2010, LNX Board approved to amend the agreement term to begin October 1 rather than May 1 to provide better tracking and monitoring of the expenditures by fiscal year. Also, the Board approved an increase in the third year of the general counsel contract by an additional \$50,000 per year increasing the maximum amount to \$300,000.

LYNX Board Agenda

Since executing this contract, LYNX has experienced unexpected activities that required staff to engage legal counsel to either represent or provide additional legal counsel which has resulted in additional costs. Activities that have driven up the costs include a lawsuit with J.H. Williams (a dispute over a fuel contract) that was eventually settled through mediation; needed updates to Administrative Rules/Policy and Procedures; funding agreements, shelter programs, biodiesel blending station agreements and requirements, Road Ranger program changes, etc.

Additionally, LYNX has experienced unexpected activities that required staff to engage legal counsel to either represent or provide additional legal counsel which has resulted in additional costs. Activities that have driven up the costs include Union negotiations, shelter programs, Osceola Satellite Facility Agreement, and various procurement contracts.

Therefore, staff is proposing to increase the third year of the general counsel contract by an additional \$25,000 per year increasing the maximum amount to \$325,000.

FISCAL IMPACT:

The recommended amendment will increase the value of this contract by \$25,000.

Consent Agenda Item #6.C. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

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

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the lease agreement between LYNX and the City of Orlando for leased office space at the South Street facility located at 1200 West South Street, Orlando, Florida, 32804.

BACKGROUND:

In June 2008 the Orlando Venues Project Office notified LYNX of their desire to lease office space at the South Street facility. At the July 2008 Board meeting, the Board of Directors gave their approval to negotiate a rate and enter into a contract with the City of Orlando to lease the requested office space. The lease went into effect in August 2008 for one year with three 6-month options to lease 2,830 square feet of office space at a negotiated rate of \$2,830 per month. The lease terms allowed for an increase of 3% each year of the lease. The last option has been executed and will expire February 28, 2011. The City of Orlando has expressed their desire to enter into another lease agreement. The term of the lease will be for six months with four 6-month options effective March 1, 2011. The new rate is \$3,002.35 per month and will increase 3% each year as indicated in the original lease agreement. The lease rate of \$3,002.35 per month will cover LYNX' costs for utilities and facility cleaning. The City provides their own security and the perimeter security guard currently provided by LYNX will be removed once the paint and body shop is relocated to the LOC, planned for June 2011.

FISCAL IMPACT:

The City of Orlando will pay LYNX \$3,002.35 each month or \$36,028.20 annually.

Consent Agenda Item #6.C. viii

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rudolph Walter (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Miscellaneous Authorization to Ratify Memorandum of Understanding/Agreement with the City of Altamonte Springs and the City of Casselberry for Flex Bus Transit Service
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Memorandum of Understanding/Agreement (MOU) with the City of Altamonte Springs, City of Casselberry and LYNX for FlexBus Transit Services.

BACKGROUND:

The Board of Directors authorized the Interim Chief Executive Officer to negotiate and enter into a Memorandum of Understanding/Agreement (MOU) with the City of Altamonte Springs, City of Casselberry and LYNX for FlexBus Transit Services at the September 2010 meeting. The final MOU is being brought before the Board of Directors for ratification.

LYNX, the City of Altamonte Springs and the City of Casselberry are working together to recognize efficiencies, cost savings, and increased mobility options to Central Florida through a partnered coordinated effort to implement the FlexBus Transit Services project. This effort will update the final design documents for FlexBus Transit Services and lead to the deployment of revenue service.

The previous agreements for the FlexBus efforts have expired with the completion of the design effort. A Memorandum of Understanding/Agreement (MOU) would continue this effort with LYNX, the City of Altamonte Springs and the City of Casselberry on FlexBus Transit Service. This document identifies the project management team members and the partner's consent to advance the project through an update of the design documents required due to the passage of time and the addition of the City of Casselberry.

A copy of MOU is attached.

FISCAL IMPACT:

The Memorandum of Understanding/Agreement (MOU) is an agreement of consent to advance the project and to cooperatively work to identify and secure funding. It does not result in a fiscal impact to LYNX. Any fiscal impact will be separately addressed through an Interlocal Funding Agreement for the funding of the updated design by the partners.



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners

From: Barbara Lipscomb, City Manager

Date: January 10, 2011

Subject: Resolution 11-2212 - Memorandum of Understanding with LYNX and the City of Altamonte Springs Regarding Flex Bus Transit Services

Introduction: Resolution 11-2212 provides for consideration of a Memorandum of Understanding with LYNX and the City of Altamonte Springs regarding the Flex Bus Transit Services project.

Background: Flex Bus is an on-demand mass transit project that has been under development for several years. The project is intended to be a bus circulator system, primarily serving the Altamonte Springs area, but with potential to serve areas in Maitland and Casselberry. The project will also serve as a feeder system to the proposed Sunrail station in Altamonte Springs (near Ronald Reagan Blvd. and SR 436). Final design and engineering documents for the project were completed in 2007, but implementation of the project has since been delayed. The documents are now in need of updates to incorporate new information, including service area in Casselberry, which was not included in the 2007 design. The goal is to update the documents and deploy the system prior to or concurrently with the start of Sunrail service, which is tentatively scheduled to commence in 2013.

Discussion: The proposed Memorandum of Understanding formalizes a relationship between LYNX, the City of Altamonte Springs, and the City of Casselberry to work together to bring the Flex Bus project to fruition. City staff will continue to work with Lynx and Altamonte Springs to develop the project. Flex Bus has the potential to be a significant mass transit service provider to the U. S. 17-92 corridor within the City of Casselberry city limits, including possible service for Casselberry Exchange and the City Center property. It is anticipated Flex Bus will help the City's business owners and residents better realize the benefits of the closest Sunrail station, located near the eastern city limits of Altamonte Springs on SR 436.

Budget Impact: There is no impact to the City's budget at this time. However, it can be anticipated that the City will be asked to contribute materially and/or monetarily to help support the Flex Bus service in the future. The Memorandum of Understanding in no way binds the City to provide funding now or in the future.

Recommendation: The City Manager and the Public Works Director recommend approval of Resolution 11-2212.

Prepared by: Kelly H. Brock, Ph.D., P.E., Assistant Public Works Director/City Engineer

Reviewed by: Mark D. Gisclar, Public Works Director

Attachments: Resolution 11-2212
Exhibit 'A' – Memorandum of Understanding

Memorandum of Understanding

Final Design and Implementation of the North Orange/South Seminole Intelligent Transportation Systems (ITS) Enhanced Circulator, now known as "FlexBus"

This **Memorandum of Understanding** is made and entered into this _____ day of _____ 2011 by and between the **Central Florida Regional Transportation Authority** (hereinafter "LYNX"), the **City of Altamonte Springs** (hereinafter "Altamonte Springs"), and the **City of Casselberry** (hereinafter "Casselberry").

WHEREAS, LYNX previously partnered with the cities of Altamonte Springs and Maitland, METROPLAN ORLANDO, the Florida Department of Transportation ("FDOT"), Federal Transit Administration ("FTA"), and Orange and Seminole Counties to conduct a study (the "Study") of the *North Orange/South Seminole Intelligent Transportation Systems (ITS) Enhanced Circulator* (now known as the Flex Bus Transit System) ("FlexBus" or "FlexBus Transit System") which study was concluded in March 2002; and

WHEREAS, LYNX previously partnered with the cities of Altamonte Springs and Maitland to conduct the Preliminary Design and Engineering and identifying Right-of-Way Acquisition (hereinafter "PD&E") in relation to the Study, which was concluded in August 2004; and

WHEREAS, the City of Maitland requested that the first operational phase of service be limited to areas outside of the incorporated area of Maitland, with the final design service area consisting of the City of Altamonte Springs; and

WHEREAS, the *Final Design and Engineering for Implementation of the FlexBus Transit System* (the "Final Design") was completed in April 2007 by TranSystems working with LYNX, Altamonte Springs, and FDOT; and

WHEREAS, FDOT, Seminole County, Orange County and Volusia County have committed to construct a regional commuter rail system known as SunRail; and

WHEREAS, SunRail's success is dependent upon, among other things, creating a viable feeder system that will utilize circulators such as FlexBus and LYMMO to distribute riders; and

WHEREAS, linking SunRail stations to various points throughout the FlexBus Transit System is vital to providing safe, reliable and efficient transportation options for citizens connecting to employment centers, housing, educational centers and shopping; and

WHEREAS, reducing vehicle miles traveled, the creation of transit-oriented and bicycle and walkable everyday travel patterns and the creation of compact development to aid in the protection of natural resources shall be encouraged; and

WHEREAS, Altamonte Springs and LYNX have successfully obtained various federal earmarks in the amount of \$4.1 million, which have or will be used by LYNX to acquire certain hardware and related software for the FlexBus Transit System; and

WHEREAS, the Final Design, which was completed by FDOT in 2007, identified certain physical improvements to be completed for the System, such as roadway and similar physical improvements; and

WHEREAS, the City of Altamonte Springs has commenced construction of those physical improvements; thus, construction of portions of the FlexBus infrastructure have advanced past the planning phase and are now under construction;

WHEREAS, to now complete the FlexBus Transit System will require funding and final design of the technical components of the FlexBus Transit System (the "Technical Component") which would include additional hardware and software to supplement that set forth above, engaging a contractor to update the Final Design documents, as well the acquisition of the actual buses for said system (all of which funding is referred to as the "Additional Funding");

WHEREAS, LYNX will serve as the lead agency in this initiative to acquire the Additional Funding, drawing upon its mission to provide linkages between major activity centers, and now transit points, for its riders; and

WHEREAS, Casselberry has expressed an interest in joining LYNX and Altamonte Springs in the initial FlexBus deployment.

NOW, THEREFORE, the parties hereto agree as set forth below:

1. The Final Design of FlexBus requires review and update due to the passage of time since its completion. In that regard:
 - a. LYNX, Altamonte Springs, and Casselberry will each assign a project manager as a point of contact for the update of the Final Design documents. Attachment "A" lists the project managers at the time of execution of this memorandum, however these are subject to change upon the notification by one party to all other parties to this agreement.
 - b. LYNX, Altamonte Springs, and Casselberry will work collaboratively to have the Final Design documents, (which were completed by TranSystems in April 2007), updated in order to prepare for the deployment of FlexBus service. In that regard:
 - i. The scope of services for the update of the Final Design documents will be developed by the parties to this Memorandum prior to release.
 - ii. A contractor will be chosen using an existing contract with one of the parties, or if the scope does not fit within an existing contract, a scope of services will be released to competitively procure contractor services to undertake updating the Final Design documents.

- iii. All parties to this Memorandum will approve the choice of contractor for the update of the final design documents prior to issuance of a work order. If a competitive process is used for selection of a contractor, each party to this Memorandum will be involved in the evaluation of the responses.
 - iv. Final Design documents will be updated to incorporate Casselberry into the initial deployment area with connections and operations to be coordinated and integrated with the proposed SunRail, the commuter rail system. This will involve the determination of station locations, recommended roadway improvements, and ridership estimates which will then be utilized to update the documents.
 - v. The actual contracting with a contractor to update the Final Design documents will be contingent upon obtaining the requisite Additional Funding.
2. LYNX, Altamonte Springs, and Casselberry will work cooperatively to:
 - a. Obligate existing funding sources and identify any required local match for use of such funds for the Additional Funding.
 - b. Identify and secure funding sources for the update of the Final Design documents, procurement of capital items, construction, implementation, and operating costs of the FlexBus system.
3. Upon the obtaining of the commitment for the Additional Funding, the parties will then enter into further agreements which will provide that they will work cooperatively to deploy FlexBus on-demand demand-responsive transit service, as defined in the Final Design documents including updates following this Memorandum, with an anticipated start of operations prior to or simultaneous with the start of operations of SunRail.
4. LYNX agrees that it shall not execute an agreement with or make a commitment to any federal, state, or local agency, or a private entity, which commits or obligates Altamonte Springs or Casselberry in any way without their respective prior written approval, including but not limited to the type, amount, or proportionate share contributions to the studies or project. Nothing contained in this Memorandum will obligate any party (including LYNX) to incur any cost or expenses or any commitment to provide any Additional Funding.
5. The parties are independent contractors and are not employees or agents of each other. Nothing in this agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors or assigns, during or after performance of this memorandum.

This Memorandum of Understanding is hereby executed:

Central Florida Regional Transportation Authority ("LYNX")

By _____

Date _____

Printed Name:

Title:

The City of Altamonte Springs ("Altamonte Springs")

By Pat Bates

Date 1-4-11

Printed Name: Patricia Bates

Title: Mayor



ATTEST:

Linda Sundvall
Linda Sundvall
City Clerk

Date 1-4-11

The City of Casselberry ("Casselberry")

By Charlene Gancy

Date 1-10-11

Printed Name: Charlene Gancy

Title: Mayor/Commissioner

ATTEST:

Donna G. Gardner
Donna G. Gardner
City Clerk

Date 1-10-11

RESOLUTION 11-2212

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE APPROVAL AND ACCEPTANCE OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (LYNX), THE CITY OF ALTAMONTE SPRINGS, AND THE CITY OF CASSELBERRY FOR THE FINAL DESIGN AND IMPLEMENTATION OF THE FLEX BUS TRANSIT SYSTEM; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, the City of Casselberry (“City”) understands the importance of mass transit opportunities and regional transportation options; and

WHEREAS, Flex Bus is an on-demand transit service that can provide important transit options and Sunrail connectivity for the City’s residents and business owners; and

WHEREAS, the City is interested in working with LYNX and the City of Altamonte Springs to incorporate portions of corridors within its city limits into the Flex Bus service area; and

WHEREAS, City staff have reviewed the proposed Memorandum of Understanding with LYNX and the City of Altamonte Springs and find it to be congruent with the transit needs of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves and accepts the Memorandum of Understanding between LYNX, the City of Altamonte Springs, and the City of Casselberry (attached as “Exhibit A”), and authorizes the Mayor to execute said document on behalf of the City.


SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 10th day of January, AD 2011.

ATTEST:


Donna G. Gardner
City Clerk


Charlene Glancy
Mayor/Commissioner

Attachment A

Project Managers

The following are the project managers for each party at the time of execution of the Memorandum of Understanding. Any party can change the project manager by providing written notice to the other parties.

Central Florida Regional Transportation Authority (“LYNX”)

Doug Jamison
Senior ITS Developer
455 North Garland Avenue
Orlando, Florida 32801
(407) 254-6071
djamison@golynx.com

City of Altamonte Springs (“Altamonte Springs”)

Jamie Coker
Senior Planner
225 Newburyport Avenue
Altamonte Springs, Florida 32701
(407) 571-8146
jcoker@altamonte.org

City of Casselberry (“Casselberry”)

Kelly Brock
City Engineer
95 Triplet Lake Drive
Casselberry, Florida 32707
(407) 262-7725, Extension 1235
kbrock@casselberry.org



Official Use Only

Meeting date: January 4, 2010

From (Dept): Growth Management

Signature: _____

Department Director

Approved for
Agenda: _____

City Manager

Commission Action: _____

Approved

City Manager: _____

Date: _____

1-4-11

SUBJECT: Memorandum of Understanding between the City, Lynx and the City of Casselberry regarding the FlexBus project.

SUMMARY EXPLANATION AND BACKGROUND:

The City has been working towards the development of a local transportation circulator system (FlexBus) for some time. With the apparent progress of Sunrail, FlexBus is being re-initiated as a necessary companion to the success of commuter rail.

Attached to this agenda memorandum is an outline on the complete history of the FlexBus project for your information.

The attached Memorandum of Understanding (MOU) re-initiates the project and sets forth the steps needed to review and update the final design for the FlexBus program. Lynx will serve as the lead agency. The City of Maitland has elected not to participate at this time; however, the City of Casselberry has joined the consortium. The MOU sets forth an agreement to the following:

- Development of a scope of services to choose an existing or new contractor for the necessary update to the Final Design documents,
- The inclusion of the City of Casselberry to the FlexBus project area, with analysis in the Final Design documents of station locations, roadway improvements, etc.
- Collaboration by the parties to identify and secure new or existing funding sources.
- Agreement to enter into future agreements for the deployment of the FlexBus system.

The goal is to initiate FlexBus service concurrently with the operational start of SunRail.

FISCAL INFORMATION: None at this time.

RECOMMENDED ACTION: Approval of the MOU between the City, LYNX and the City of Casselberry.

FlexBus Timeline

- 1999** The North Orange/South Seminole ITS Circulator (later named FlexBRT and then FlexBus) is one of only several Intelligent Transportation projects funded in the Federal transportation appropriation bill.
- February 2001:** A Feasibility Study was completed showing the project had merit and should move to design stage.
- November 2002:** Preliminary Design and Engineering (PD&E) started for FlexBus.
- June 2003:** Previous agreements were amended as FDOT assumed responsibility for the management and oversight of the final design of FlexBus.
- October 2003:** LYNX received a \$1.5 million Federal earmark for FlexBus project design.
- August 2004:** PD&E completed.
- October 2004:** LYNX received \$2.071 million Federal Highway Administration (FHWA) Section 115 Omnibus Appropriations Act earmark.
- September 2005:** LYNX and the City of Altamonte Springs executed an Interlocal Funding Agreement in support of the design of FlexBus. LYNX issued the Notice to Proceed for the Final Design of the project.
- October 2005:** LYNX received a State ITS earmark of \$500K for FlexBus.
- 2006-2007:** Consultant develops and provides plans for right of way acquisitions and roadway improvements at Douglas Avenue at Central Parkway, Central Parkway at Douglas Parkway, Center Point Drive at Central Parkway, Boston Avenue at State Road 436, Essex Avenue at State Road 436, and Westmont Drive at State Road 436. City of Altamonte initiates improvements.
- March 2008:** FDOT elects to suspend the FlexBus project.
- April 2008:** Consultant completes work and delivers final design documents to LYNX, FDOT, and the City of Altamonte Springs.
- December 2009:** FlexBus discussion reinitiated by LYNX. LYNX retained Jacobs Engineering to review the Final Design and develop a smaller scale demonstration project of FlexBus. This demonstration project would create a circulator in part of the area considered in the FlexBus design, allow for implementation of some of the core technologies for the full FlexBus system, and allow LYNX to seek approval to utilize the existing earmarks prior to their expiration.
- June 2010:** The City of Altamonte Springs, City of Casselberry, DOT and LYNX meet to review the current status and determine readiness by the partners to resume work on the project. A determination is made to update the readiness analysis of the project and proceed. A project lead is identified for each entity.
- January 2011:** MOU is considered by City Commissions of Altamonte Springs and Casselberry.

Consent Agenda Item #6.C. ix

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Restate the LYNX Money Purchase Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination"

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to restate the LYNX Money Purchase Plan and submit the Plan to the Internal Revenue Service (IRS) for a "Letter of Determination" for plan compliance.

BACKGROUND:

Staff updated the Board in November 2010 of our intent to have the Plan restated and then submit it to the IRS for a "Letter of Determination".

LYNX sponsors and maintains the LYNX Money Purchase Plan ("MPP"), which is a qualified retirement plan governed by Internal Revenue Code section 401(a) and the related statutes and regulations. Under current IRS guidelines, the MPP must be restated to incorporate a number of statutory changes that Congress has enacted since 2001. The time limit to incorporate all these provisions into the Plan document is January 31, 2011.

Hartford, the third-party administrator for the MPP, provides this document as part of its services. The restatement is merely an incorporation of statutory and regulatory language. Any changes necessitated by statutes that have been enacted since 2001 have already been incorporated in the operations of the Plan. Therefore, this restated Plan document does not provide any new or additional or increased benefits to eligible employees of LYNX and the only changes are those required by statute to maintain the MPP's qualified status.

In addition, employees must receive a notice two to three weeks before the filing is forwarded to the IRS for review. Per IRS guidelines, it is necessary to distribute this notice in early January, prior to the Board meeting for approval.

In addition to restating the document, this is an opportunity to submit the Plan document to the IRS for a Determination Letter. This filing with the IRS for a Determination Letter was last done in 2001, the last time that it was required. Having the IRS review the document language, since this is a customized individualized document, is highly recommended to ensure that the Plan document incorporates all appropriate language.

If the Plan is not submitted to the IRS for acceptance, the Plan will be disqualified and all participants will be taxed on their vested accrual benefits. Also, the Trust will be subject to income tax on its investment gains.

FISCAL IMPACT:

The estimated cost for this activity is \$9,500 that includes \$1,000 IRS submission user fee and \$8,500 of legal expenses for drafting and finalizing for submission. The total cost will be absorbed in LYNX FY2011 Operating Budget.

Consent Agenda Item #6.C. x

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rudolph Walter (Technical Contact) Rich Bannon (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Miscellaneous Authorization to Amend Contract #10-C06 Long Range Transit, Financial Plan 2010-2030, METROPLANORLANDO Funding Agreement and FY 2010/2011 LYNX' Budget Amendment
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute an amendment to Contract #10-C06 with Tindale-Oliver and Associates Inc. to add additional corridors for study in the Long Range Transit and Financial Plan (LRTFP), amend the Supplemental Agreement with METROPLAN ORLANDO (MPO) for planning funds to include \$65,000 and amend the LYNX FY2011 Operating Budget, accordingly.

BACKGROUND:

The Long Range Transit and Financial Plan Study is to refine the network of fourteen (14) high-capacity (Bus Rapid Transit) transit corridors identified in the 2006 Comprehensive Operations Analysis and Transit Development Plan. The study will also develop associated collector/distributor or circulation systems and establish a prioritization process. This resulting information is used by LYNX and its partners, going through the METROPLAN processes, for implementation of projects that will create the envisioned network. A key goal of the study is to significantly increase the level of transit usage in the region by creating a seamless, linked transit network, using a variety of mobility services (fixed route, Bus Rapid Transit (BRT), flex and point deviation service, neighborhood circulators, commuter and light rail) to build on the framework of a balanced transportation system envisioned in the regional METROPLAN Orlando 2030 Long Range Transportation Plan.

At the January 7, 2010 Board meeting, the Board awarded a contract to Tindale-Oliver and Associates to develop a Long Range Transit and Financial Plan (2010 – 2030) in an amount not

to exceed \$250,000. At the May 26, 2010 the contract was amended merging the Long Range Transit and Financial Plan (LRTFP) study with METROPLAN's Street Car/BRT study and expanding the level of effort in several work tasks to facilitate additional work not anticipated in the original scope. At that time the total contract amount we increased by \$135,000 to a total of \$385,000. During the first round of public involvement which included the METROPLAN Committees and METROPLAN Board, requests to add three additional corridors to the study were received which fall within the original scope of work, but require additional consultant.

Following are the additional corridors to be studied.

1. SR 434/Seminole Way incorporating SR 434 alignment from the intersection with Maitland Blvd. to UCF and SR 434 and SR 417 alignments from UCF to Sanford.
2. Maitland Blvd. from SR 434 east to 17/92.
3. Aloma Ave. from Oviedo to Winter Park

The initial cost estimates for the additional work is \$65,000. Staff and the consultant are working to finalize costs and work by task. Staff will bring the final contract amendment back to the Board for ratification.

METROPLAN is prepared to provide additional funds for the additional corridors at a not to exceed amount of \$65,000. LYNX and METROPLAN staff will process an amendment to the METROPLAN ORLANDO Supplemental Agreement to include the additional planning funds.

FISCAL IMPACT:

The total contract amount will be \$450,000, an increase of \$65,000. LYNX staff will amend the FY2011 Operating Budget to include the additional funding from METROPLAN and LYNX UPWP planning funds to support the additional services.

Consent Agenda Item #6.C. xi

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rudolph Walter (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Miscellaneous Authorization to Initiate the Public Participation Process for the April 24, 2011 Service Changes
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process for consideration of proposed service efficiency changes. Authorization is requested for this process to begin immediately for the April 24, 2011 service changes.

BACKGROUND:

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

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

To date, staff has identified the following proposed service efficiencies under review for the April 24, 2011 service changes:

LYNX Board Agenda

- Link 4: Minor routing adjustments to accommodate the operation of articulated buses.
- Link 15: Removal of service on Colton Drive and Autumnvale Drive due to low ridership.
- Links 4 & 18 - Trip adjustments to accommodate the dispatching of these routes out of the Osceola Operations base.

Staff will seek Board approval of the final proposed service changes for April 24, 2001 at the March Board meeting.

FISCAL IMPACT:

The current proposed service changes are cost neutral. LYNX staff will seek to amend the FY2011 Operating Budget for any additional service proposals that may result from the public input process at the March Board meeting.

Consent Agenda Item #6.C. xii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Amend the Roles and Responsibilities of the Current Administrative Committee that Services the Money Purchase Plan and 457 Deferred Compensation Plan to include the new LYNX CEO Retirement Plan

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to amend the roles and responsibilities of the Administrative Committee currently servicing the LYNX Money Purchase Plan (MPP) and the 457 Deferred Compensation Plan (DCP) to include the servicing of the new LYNX Chief Executive Officer (CEO) Retirement Plan.

BACKGROUND:

A new retirement Plan was created specifically for the LYNX CEO. This Plan, like the two other Plans, will need an Administrative Committee to assist with Plan compliance. Utilizing the same Administrative Committee that currently serves both the LYNX' MPP and the DCP Plan will ensure efficiency and consistency in servicing all three retirement Plans. The Administrative Committee members are Edward Johnson, Lisa Darnall and Bert Francis.

FISCAL IMPACT:

There is no financial impact to the agency.

Consent Agenda Item #6.C. xiii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Adoption of Resolution #11-002 to Reappoint Lisa Darnall as Trustee on the
ATU 1596 Pension Plan

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Resolution #11-002 to reappoint Lisa Darnall, Chief Operations Officer, as Trustee on the ATU 1596 Pension Plan.

BACKGROUND:

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' Chief Executive Officer selects three Management employees to serve as Trustees with confirmation from the LYNX Board of Directors' and the Union's Executive Board appoints its representatives. Each member serves a three-year term.

FISCAL IMPACT:

There is no fiscal impact to this action.

CFRTA RESOLUTION 11-002

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

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

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

WHEREAS, the Employer wishes to reappoint Lisa Darnall to the Board of Trustees of the Plan, effective January 1, 2011.

NOW, THEREFORE, IT IS

RESOLVED, by the Governing Board that the Employer is authorized to appoint Lisa Darnall to the Board of Trustees of the Plan effective as of January 1, 2011; and it is

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

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

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.C. xiv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Amend the FY 2010 and FY 2011 New Freedom Program (NFP) Local Coordination Agreements with the Independent Transportation Network (ITN) of Orlando

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2010 and FY2011 Local Coordination Agreements with the Independent Transportation Network of Orlando (ITN) to increase the New Freedom Program (NFP) funding for FY2010 from \$35,000 to \$79,800 and reduce FY2011 funding from \$130,700 to \$87,000.

BACKGROUND:

In September 2009 the ITN Local Coordination Agreement with LYNX was for a total of \$35,000. During FY2010 ITN was able to expand services to a greater extent than anticipated which resulted in the ability to use an additional \$44,800 of New Freedom Program funds. Staff acknowledged the need for the expanded service and included the authorization for the additional funding in the September 23, 2010 agenda item approved by the Board.

However, the agenda item request did not distinguish between the FY2010 increase of \$44,800 and the FY2011 amount. This request is to correct that error and recognize ITN's ability to use an additional \$1,100 above the \$85,900 in the FY2011 request for a total of \$87,000.

FISCAL IMPACT:

LYNX staff will include FY2010 NFP funding increase from \$35,000 to \$79,800 in its final year-end amounts. Also, LYNX staff will amend the FY2011 Operating Budget to reflect the reduction in NFP funding from \$130,700 to \$87,000.

Action Agenda Item #7.A

To:	LYNX Board of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Rudolph Walter (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Authorization to Ratify the City of Kissimmee License Agreement for the LYNX' Osceola Satellite Facility
Date:	1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the license agreement with the City of Kissimmee to locate a portion of the fixed route bus operations at the City of Kissimmee public works facility.

BACKGROUND:

The Board of Directors authorized the Interim Chief Executive Officer to finalize the negotiations and obtain the Chairman's authorization to execute the agreement at the September 2010 meeting. The final executed agreement is being brought before the Board of Directors for ratification.

LYNX has engaged the assistance of a consultant to identify all operational and financial impacts of relocation and to develop a detailed phased transition plan. This plan was used to move operations into the facility and to begin transit service on December 19, 2010.

To ensure all of the costs related to relocating LYNX bus operations at the Kissimmee public works facility are identified, a license agreement indentifying all responsibilities and costs for each party was developed. The agreement addresses the rent for office space at the facility including utilities, improvements to be made by LYNX, access to the site, insurance coverage requirements, and reimbursement to the City of Kissimmee for use of the fueling and vehicle wash facilities.

Space has been be provided for up to forty (40) buses, four (4) staff cars, and three (3) support vehicles plus parking for forty (40) employee vehicles. LYNX has access to the site twenty-four (24) hours a day, seven (7) days a week for every day of the year. The term of the liscense is for five (5) years with one optional five (5) year renewal with the ending to coincide with a

scheduled LYNX service change. This allows LYNX to maximize the investment in all improvements to the facility required for LYNX operations.

FISCAL IMPACT:

The annual cost to lease the City of Kissimmee facility is \$76,620 per year plus the cost of utilities. This cost includes \$9,000 for 900 square feet of interior office space and \$67,620 for 64,400 square feet of bus parking lot space. LYNX will also reimburse the City for use of the vehicle wash, estimated at \$41,165 per year based upon \$4 per use for 29 revenue buses. LYNX' staff will be submitting the license and related project documents to FTA for approval and use of any available grants funds to cover the lease payments. Any ineligible costs will be absorbed within the FY2011 operating budget.

**LICENSE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX**
(Southern Operating Base Facility)

THIS LICENSE AGREEMENT (the "License") is entered into on this 17th day of December, 2010 between the City of Kissimmee, a municipal corporation located within Osceola County, Florida hereinafter referred to as "Licensor" and Central Florida Regional Transportation Authority, d/b/a LYNX, whose address is 455 North Garland Avenue, Orlando, FL 32801, hereinafter referred to as "Licensee".

RECITALS

- A. Licensor is the owner of certain real property located on 100 North Alaska Avenue, a municipal facility, known as Central Services (the "Facility"), located within the boundaries of the City of Kissimmee, Florida. Attached hereto as Exhibit "A" is a sketch of the overall Facility (sometimes referred to as the "Site Plan"). The Site Plan generally identifies the particular areas for which this License applies.
- B. Licensee is desirous, willing and able to license from Licensor portions, but not all, of the Facility in order establish an operating facility in Osceola County for use in its public transit system.
- C. The portion of the Facility to be licensed under this License consists of:
- (i) certain interior office space located within the Central Services Building (and referred to as the "Office Premises"), as more particularly identified in Exhibit "B" attached hereto; and
 - (ii) a vacant parcel of land (referred to as the "Bus Lot Premises"), as more particularly described in Exhibit "C" attached hereto; and
 - (iii) a parking site directly in front of the Central Service Building for parking (referred to as the "Parking Premises"), as more particularly described in Exhibit "D" attached hereto.

, each of which is reflected on the Site Plan. The Exhibits attached as B, C and D reflect in more detail those portions on the Site Plan which are a part of this License. The Exhibit attached as "E" reflects the area where there are certain shared services such as the wash facility and the fuel facility.

I. DESCRIPTION OF PREMISES

A. **LICENSED OFFICE PREMISES:** Licensor licenses to Licensee on an exclusive basis that portion of the Facility, consisting of approximately 900 square feet of interior office space located within the Central Services Building ("Office Premises"), as reflected on the Site Plan and in Exhibit "B". Included within this component will be the non-exclusive right to use the conference room in the Central Services Building, as reflected in Exhibit "B", and as referenced in Section IV(D) below. This component will be used for office services. This portion of the

Licensed Premises will apply until such time as the Licensee may install its own Modular Building as provided in Section VI below.

B. LICENSED BUS LOT PREMISES: Licensor licenses to Licensee on an exclusive basis that vacant land adjacent to the Central Services Building, as identified the Site Plan and further reflected in detail on Exhibit "C", which consists of approximately 64,400 square feet of partially improved land ("Bus Lot Premises"). This portion will be used by the Licensee for parking and maintenance of its "LYNX" labeled or marked vehicles (which includes LYNX buses).

C. LICENSED PARKING PREMISES: Licensor licenses to Licensee on an exclusive basis the forty (40) automobile parking spaces constituting a part of the main automobile parking lot directly in front of the Central Services Building ("Parking Premises") as depicted on the Site Plan, and as specifically identified in Exhibit "D" for the purpose of automobile parking for the Licensee employees, for up to forty (40) automobile parking spaces. Licensee may also utilize handicapped parking spaces, which are also available for any other users of the Central Services Building. Licensee at its expense will add the thirty-seven (37) new parking spaces as reflected on Exhibit "D", but the forty (40) spaces to be used exclusively by the Licensee are those which are shaded.

The Office Premises, Bus Lot Premises and Parking Premises are reflected on the Site Plan attached hereto as Exhibit "A", and further specifically identified in Exhibits "B", "C" and "D", and shall collectively be referred to herein as the Licensed Premises.

II. CONDITION OF PREMISES

Licensee accepts the Licensed Premises and any improvements on, about, or associated with the licensed premises "As Is" and in their present condition.

III. RENT, FEES AND PAYMENTS

A. RENT: The initial net rent under this License for the Office Premises is \$9,000.00 per year (\$10.00 per gross square foot), payable monthly ("Monthly Rent") in advance in the amount of \$750.00. The initial annual net rent under this license for the Bus Lot is \$67,620.00 per year (\$1.05 per gross square foot), payable monthly ("Monthly Rent") in advance, in the amount of \$5,635.00. The rent for the Bus Lot (based on \$1.05 per gross square foot) is based on the agreement that the Bus Lot Improvements (as defined in Section V (N) are not made). Should the Bus Lot Improvements be made, then the rent for the Bus Lot shall revert to \$0.88 per square foot from the completion of the improvements to the bus lot as set forth in said Section V (N).

The initial net rent shall be subject to adjustment on each anniversary date. The annual increases in rent are based upon an annual increase of three and one-half percent (3.5%) over the prior year's rent.

B. WASH FACILITY: Licensee shall have access to the Central Services wash facility and prewash station as set forth in Section IV(B) below. Per this License, all charges generated through use of these areas will be billed to the Licensee on a monthly basis.

C. FUEL STATION (GASOLINE): Licensee shall have access to the Central Services fuel station as set forth in Section IV(C) below. All charges generated through the purchase of said fuel by the Licensee will be billed to the Licensee on a monthly basis.

D. RENT DUE DATE: Rent will be due on the first day of every month ("Due Date"), and shall be deemed to be delinquent if not received by the Licensor on or before the tenth day of every month. Payment of rent will commence when the Licensee moves into possession of the Premises, which the parties estimate to be on or about December 17, 2010. Rent will be prorated both based on the monthly rent charged and also on the Premises so occupied; so, if the Licensee moves into the Office Premises first, then the rent for the Office Premises will be charged based on the portion of the month so occupied, and rent for the Bus Lot will then commence when the Bus Lot is occupied by the Licensee. Licensee shall pay all fees with 10 days of receipt of invoices. Failure to timely pay shall be a default of the License.

E. TIME AND PLACE OF PAYMENT: All payments of rents, fees, and other charges are to be made to the City of Kissimmee, Attn: Finance Director, 101 North Church Street, Kissimmee, Florida 34741.

IV. PRIVILEGES

A. USE: The Licensee agrees that the Licensed Premises will be used solely for the Permitted Uses set forth in this License. The Licensed Premises shall not be used for any other purpose without the Licensor's consent. The Licensor grants to the Licensee the right and privilege to conduct administrative functions in the Office Premises. General bus operations shall be allowed in areas specified for bus operations.

B. BUS WASH FACILITY: There is located on the Facility a prewash station and wash facility as reflected on the Site Plan and specifically identified on Exhibit "E" attached hereto. Licensee may utilize this wash and prewash facility for its buses in cooperation with the Licensor's facilities. No personnel from the Licensor will be required to assist the Licensee in this matter, and the Licensee will use its own personnel. The Licensee will pay to the Licensor \$5.00 for each bus wash as set forth in Article III above, but subject to further review as set forth in Section XII (I) below.

C. FUEL STATION: The Licensee will have available for its use the fuel station owned by the Licensor as reflected on the Site Plan and specifically identified on Exhibit "E" attached hereto, which will be used for unleaded or regular gasoline as well as diesel, for the Licensee's vehicles. The Licensee will still have the option to provide for its own use on the Bus Lot Premises aboveground storage tanks for diesel as identified in Exhibit "C". No personnel from the Licensor will be required to assist the Licensee in this matter, and the Licensee will use its own personnel. Records will be kept of the gasoline so utilized by the Licensee, and the Licensor will charge the Licensee monthly based on the Licensor's actual cost of fuel plus \$0.01 (one cent) per gallon.

D. CONFERENCE ROOM: As reflected on Exhibit "E", there is a conference room adjacent to the Office Premises. Subject to appropriate scheduling, the Licensee will be entitled to use that conference room, without charge.

E. ACCESS: The Licensee will have access to the Licensed Premises 24 hours/day, 7 days/week. Access to the Central Services Building will be provided through the front general

entrance facing Alaska Avenue. This will require Licensee employees to use security identification badges in compliance with Licensor security procedures. The Licensee will not have any access through any other "secured areas" or any common areas of the Central Services Building.

Access to the Bus Lot Premises will be as provided through the southern access gate as reflected on the Site Plan.

Further, the common access ways as noted on the Site Plan will be available to the Licensee on a non-exclusive basis for the purpose of having access to the Licensed Premises and for further utilizing the bus wash facility and the fuel station as reflected in Exhibit "E". If the Licensee installs a Modular Building under Article VI below, then paragraph E and F will no longer be applicable to provide access to the Central Services Building.

F. ACCESS KEYS: Licensee will be provided with access keys to the security gate, fuel island, and building.

G. PROHIBITED USES: The Licensee shall not use or permit the use of the Licensed Premises or any part thereof for any purpose or purposes other than those set forth unless approved in writing by the Licensor. Licensee shall not commit or suffer to be committed any waste in or upon the Licensed Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Licensee use or permit the use of the Licensed Premises for any illegal, improper, immoral, or unlawful purposes. Licensee agrees that it will not undertake certain, recurring, and normal maintenance for the buses on the Licensed Premises, involving petroleum products, such as oil change and lubrication, or other major repairs; however, emergency repairs in order to make a bus operative is permitted. In addition, other normal maintenance for buses will be permitted on site, i.e. changing windshield wipers, changing headlights, etc.

V. OBLIGATIONS OF LICENSEE

A. NET LICENSE: The use and occupancy of the Licenses Premises by Licensee shall be without cost or expense to Licensor, except for the Licensor's obligations set forth or specifically provided elsewhere herein. However, the rent paid by the Licensee for the Office Premises will be all inclusive and will, except as otherwise set forth herein, constitute "gross rent".

B. MAINTENANCE OF LICENSED PREMISES:

1. All upkeep, repair, and maintenance of the "Office" Licensed Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, air conditioning and heating systems which exist for the licensed portion of the premises and which are used for the satellite operations offices, shall be maintained by the Licensor, at no additional cost to the Licensee. Any destruction of the Office Premises by Licensee shall be the sole responsibility of the Licensee to repair or replace. All upkeep, repair, and maintenance of the "Bus Lot" Licensed Premises including but not limited to use of the land will be the responsibility of the Licensee.

2. Licensee will not store or dispose of any debris or waste materials on Central Services property, except by means of waste receptacles or containers authorized by Licensor;
3. Licensee agrees that upon the expiration of the term of this License or sooner termination thereof, the Licensed Premises shall be delivered to Licensor in the same condition as when the Licensee obtained possession, excluding improvements and reasonable wear and tear. Licensor reserves the right to enter and make periodic inspections of the Licensed Premises and improvements thereon during normal business hours and after notice to the Licensee. Any such inspection will be accompanied by the Licensee's representative. Licensor reserves the right to enter the Licensed Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Licensed Premises and its fixtures, but in such case, Licensor will make a reasonable effort to contact the Licensee so that the Licensee can accompany the Licensor.

C. CONSTRUCTION, ALTERATIONS, REPAIRS, AND ADDITIONAL CONSTRUCTION: Licensee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Licensed Premises, nor shall Licensee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Licensed premises without prior written approval of the Licensor, except as set forth herein. In addition, Licensee will be making improvements in constructing the thirty-seven (37) additional parking spaces as referenced in Section I(C) above, and other minor improvements which it may make.

D. UTILITIES FOR CENTRAL SERVICES OFFICE SPACE OPTION: Licensor and Licensee shall share the cost and payment of the utilities. Utilities shall specifically include water, sewer and waste water, electricity, and system security. Licensee agrees to pay 20% and Licensor agrees to pay 80% toward all costs and charges for utility services furnished to the Licensed Premises. Licensee shall pay Licensee's share of utilities to Licensor within thirty (30) days of receiving the invoice for said utilities. Licensee will pay a proportional cost of any future fire fees or other future fees enacted to cover the cost of governmental services.

E. UTILITIES FOR MODULAR BUILDING OPTION: The installation of the Modular Building referenced in Section VI will require the installation of an individual meter for direct billing of utilities through Kissimmee Utility Authority and Toho Water Authority. The cost for permitting and installation will be the sole responsibility of the Licensee. Any impacts which may become due and owing shall be paid by the Licensee.

F. JANITORIAL SERVICES: Licensor and Licensee shall share the cost and payment of janitorial services. Licensee agrees to pay 50% toward all costs and charges for janitorial services furnished on the licensed premises, which consist of restroom cleaning. Services will be provided Monday – Sunday. Licensor reserves the right to require the Licensee to fund the cost of additional cleaning if the Licensee's volume of activity and/or weekend operations results in an unsanitary and/or unacceptable condition of appearance. The Licensor shall be the sole judge of the appearance and cleanliness of the facility and may upon written notice require specific work to be completed by Licensee.

G. COMMUNICATION SERVICES: Licensee shall procure for its own account, shall be solely liable for, and shall promptly pay all charges for telephone and other communication services consumed or used in or at the Licensed Premises.

H. TRASH AND GARBAGE REMOVAL: Licensee shall maintain the Licensed Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, garbage, and other refuse caused from its operation. Licensee shall provide and use suitable – covered metal receptacles in an area designated by Licensor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Licensed premises shall not be permitted.

I. SIGNS: No signs, billboards, flyers shall be erected or maintained by Licensee except according to the Licensor's requirements for location and use of signs on Central Services property. Before erection of any sign, billboard or flyer on city property, Licensee must obtain approval from the Licensor. Use of advertising media or devices (such as sound devices) which shall be audible from the exterior of the Licensed Premises shall be prohibited, but this will not preclude the normal operations associated with Licensee's buses such as radios for the buses.

J. NOTICE OF ACCIDENTS OR DAMAGE: Licensee shall give immediate notice to the Licensor in case of fire or accidents on the Licensed Premises.

K. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LICENSEE: Licensee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Licensee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Licensee on the Central Services property in accordance with all applicable federal, state, local laws which include but are not limited to Licensor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property through activities of the Licensee, the Licensee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Licensees sole cost and expense. Further, Licensee shall notify the Licensor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Licensee fail to comply with any term contained in this section, the Licensor may take any reasonable and appropriate action in the place of Licensee. The Licensee shall promptly pay the full cost of such remedial action incurred by the Licensor due to noncompliance under this section.

L. NO LIENS: Licensee shall keep the Licensed Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed by Licensee or labor or materials supplied to the License Premises under any contract by the Licensee. Any construction work on the Licensed Premises authorized by the Licensee shall be performed pursuant to a "no-lien" contract and Licensee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied within every particular detail. If, at any time, Licensee shall cause any mechanic's, laborers, or material man's lien to be filed against the Licensed Premises or any part thereof, Licensee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Licensee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this License. Nothing in this License shall be

deemed or construed in any way as constituting the consent or request of the Licensor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Licensed Premises, or any part of the Licensed Premises.

M. COMPLIANCE WITH LAW, RULES AND REGULATIONS: Licensee shall, at its sole expense, and in regard to its bus operations and any improvements undertaken by the Licensee, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Licensor which are applicable to the conduct of Licensee's business and in addition, those rules, and regulations of the Licensor not inconsistent with the provisions of this License. Any penalties and costs levied as a result of the Licensee's breach of any terms or covenants contained within this License shall be borne by Licensee. Licensee will ensure the integrity of the Central Services perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked during specified times unless monitored by an employee of the Licensee. Personnel vehicles of Licensee's employees, customers or contractors will not be parked inside the service area.

N. CONDITION OF BUS LOT PREMISES. The Licensee is accepting the Bus Lot Premises in its as is condition. If any improvements are needed in order to accommodate the Licensee's vehicles (i.e., heavy duty buses), in order to maintain the "load" brought about by Licensee's buses, then those improvements (the "Bus Lot Improvements") shall be undertaken and paid for by the Licensee. If the Bus Lot Improvements are so undertaken and paid for by the Licensee, then the rent to be paid by the Licensee for the Bus Lot under Section III (A) shall be readjusted to be based on \$0.88 per gross square foot (and not \$1.05 per gross square foot), effective from the completion of the improvements. This provision reflects the understanding and agreement of the parties that if the Bus Lot Improvements were to be made and paid for by the Licensee, then the rent to be charged would be \$0.88 per gross square foot. Bus lot improvements are the paving of the entire bus lot premises.

O. NONDISCRIMINATION. The Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, ethnicity, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services therein, no person on the grounds of race, ethnicity, creed, color, national origin, sex age or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Licensee shall use the Licensed Premises in compliance with all other regulations imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

VI. MODULAR FACILITY

A. LYNX will have the right at its expense to place adjacent to the Bus Lot Premises a Modular Building as reflected on the Site Plan and specifically on Exhibit "C". This Building will be for the sole and exclusive use of the Licensee.

B. From and after the placement of any such Modular Building, the Licensee will vacate the Office Premises and will no longer have any right to any use of the Office Premises. At such time, the Licensee's obligations with respect to the Office Premises will cease and the Licensee will no longer have any obligations whatsoever with respect to the Office Premises, including the payment of any rent or utility charges.

VII. TERM OF LICENSE

A. PRIMARY TERM: The term of this License shall be for a Ninety (90) Day period, with the period commencing on December 17, 2010 unless sooner terminated by either party.

B. HOLDING OVER: In the event Licensee shall continue to occupy the Licensed Premises beyond the term of this License after Licensor gives written notice to vacate, such holding over shall not constitute a renewal of this License but shall be a tenancy of sufferance only.

C. RIGHT OF LICENSEE TO TERMINATE: The parties understand that the Licensee is utilizing the Licensed Premises in accordance with its public transit system, which may change from time to time, and, accordingly, the Licensee will have the right to terminate this License at any time based upon written authorization from FTA to proceed with the lease agreement.

VIII. OBLIGATIONS OF LICENSOR

A. ENTRY AND INSPECTION: Licensor shall have the right to enter upon and inspect the Licensed Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Licensee. The Licensor shall not, during the course of any such inspection, unreasonably interfere with the Licensee's use and enjoyment of the Licensed Premises.

B. REPAIRS AND MAINTENANCE: Licensor shall at its sole discretion and expense, keep in good repair and maintain the following areas within the Licensed Office Premises:

1. The roof, the exterior and supporting walls, and other structural portions of the Licensed Premises.
2. The electrical system, to include all wiring, wiring devices, lighting fixtures and bulb replacement.
3. The plumbing system to include all plumbing and sewer lines. However, the Licensee will be responsible for any blockage caused by the introduction of foreign material not intended for disposal in the system.
4. The HVAC system, to include periodic replacement of the filters within the Licensed Premises.

The foregoing obligations of the Licensor will no longer apply once the Licensee moves into the Modular Building under Section VI above.

IX. TERMINATION OF LICENSE, ASSIGNMENT, AND TRANSFERS

A. **TERMINATION**: This License shall terminate without action by either party at the end of the initial term (if not renewed by Licensee) or any renewal term.

B. **TERMINATION BY LICENSEE**: Licensee may terminate this License material default by Licensor in the performance of a covenant or agreement herein required to be performed by Licensor and the failure of Licensor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Licensee.

C. **EXERCISING LICENSEE'S RIGHTS OF TERMINATION**: Licensee may exercise such right of termination by written notice to Licensor at any time after the occurrence of any such events and the License shall terminate as of the date notice is received by the Licensor. All accrued real fee and expense shall be paid within 30 days such termination.

D. **TERMINATION BY LICENSOR**: Licensor may terminate this License in the event Licensee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
2. Abandon the Licensed Premises;
3. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Licensee, and such default continues for a period of sixty (60) days after receipt of written notice from Licensor of said default;
4. Appoint or to cause the appointment of a receiver for Licensee;
5. Violate local, state, federal, or Licensor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this License and such default continues for a period of sixty (60) days after receipt of written notice from Licensor of said default.

E. **WAIVER OF STATUTORY NOTICE TO QUIT**: In the event Licensor exercises its option to terminate this License upon the happening of any of the events set forth in Section D of this Article, Termination by Licensor, a notice of termination shall be sufficient to terminate this License. Upon such termination, Licensee agrees that it will forthwith surrender possession of the Licensed Premises to Licensor. In this connection, Licensee expressly waives the receipt of any notice of termination, which would otherwise be given by Licensor.

F. **SUBLETTING AND ASSIGNMENT**: Licensee may not rent or sublicense the Licensed Premises without the prior written consent of the Licensor. Licensee may, with the prior written consent of Licensor, assign this License; in such event, Licensee shall remain liable to Licensor for the remainder of the term of the License to pay to Licensor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the License except with the prior written consent of the Licensor, and any assignment by the Licensee shall contain a provision to this effect. Further, any assignee of the license shall be bound by the terms and conditions of this License.

X. RIGHTS UPON TERMINATION

A. LICENSED PREMISES: It is the intent of this License that the Licensed Premises shall be and remain the property of Licensor during the entire term of this License and thereafter.

B. REMOVAL OF PERSONAL PROPERTY: Upon the expiration or termination of this license, all buildings, improvements, and fixtures constructed or placed upon licensed Premises shall revert, free and clear of any mortgage or lien, to Licensor. At the termination for this License for any reason, after payment of all rents and charges, Licensee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the License Premises by Licensee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Licensee within such time shall become the property of the Licensor.

C. LANDLORD LIEN: Licensor waives any and all lien rights, including any statutory landlord's lien, in respect to any property of the Licensee.

XI. ENVIRONMENTAL MATTERS

A. STORAGE TANKS:

1. Licensee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks owned or operated by it and located on the Premises, all which shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Licensee agrees to properly record, maintain, and reconcile all inventory record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Licensed Premises at all times during normal business hours.
2. Licensee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Licensee on or adjacent to the Licensed Premises. Such insurance must be maintained in effect during the entirety of the term of this License and proof of such insurance must be provided to Licensor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Licensed Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

B. HAZARDOUS MATERIALS COVENANTS:

1. Licensee hereby represents and warrants to the Licensor that it will dispose of any Hazardous Materials (hereinafter defined) in accordance with applicable law so as not to result in any Hazardous Materials Contamination (hereinafter defined) at the Licensed Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Licensed Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Licensed Premises.
2. **HAZARDOUS WASTE:** The Licensee shall not cause any Hazardous Materials Contamination on the Premises and not breach any laws protecting the environment or regulating pollution, contamination, hazardous wastes, toxic substance or the like. Licensee shall have no obligation to remediate or clean up any environmental contamination on the Premises existing prior the commencement date of this License including any shown, to the extent of concentration shown, in any environmental inspections predating that commencement date. Licensor shall have no obligation to Licensee to clean up or remediate any Hazardous Materials Contamination. Licensee, at expiration of the License, may conduct ground water and soil testing at the Premises provided it repairs any damage caused by such testing.
3. **EXISTING CONDITION:** Licensee shall have no obligation whatsoever in regard to any hazardous materials or Hazardous Materials Contamination of the Facility on or prior to the effective date of this License. The parties will mutually agree upon an environmental firm to undertake an environmental audit to confirm the environmental condition both as of the beginning of the License terms and the end of the License terms.

XII. GENERAL PROVISIONS

A. NON-INTERFERENCE WITH OPERATIONS OF OTHER PARTY: Both the Licensor and the Licensee by accepting this License expressly agrees for itself and its successors and assigns that it will not make use of the Licensed Premises in any manner which might interfere with the operations of the other party under this License. However, in the event of an occurrence affecting public safety (e.g., hurricanes), the parties will cooperate with each other with respect to the use of the Premises, and the Licensee will comply with the reasonable directions of the Licensor during said emergency, such as, for example, ways to access the Premises. Further, the appropriate representatives from both the Licensor and the Licensee will work up an emergency operations plan which would be put in effect in the event of any such emergency.

B. WAIVER OF JURY TRIAL, VENUE, ATTORNEY'S FEES: It is mutually agreed by and between Licensee and Licensor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. Venue of all actions shall be Osceola County, Florida. In any such action, each party shall pay their own legal costs to include but not to limited to attorney's fees, court costs, associated expenses, and all incidental costs including those incurred in appellate proceedings.

C. PARAGRAPH HEADINGS: The paragraph heading are for convenience in reference and are not intended to define or limit the scope of any provision of this License.

D. NOTICE: Whenever any notice is required by this License to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed in to the Licensor in following manner: City of Kissimmee, Office of the City Manager, 101 North Church Street, Kissimmee, FL 34741 and notices, consents and approvals to addressed to Licensee in the following manner:

LYNX
Attn: Chief Operating Officer
455 North Garland Avenue
Orlando, FL 32801

Or such other addresses as the parties may designate to each other in writing.

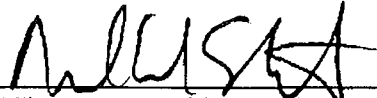
E. FLORIDA LAW: This License shall be interpreted in accordance with the laws of the State of Florida.

F. SUCCESSORS AND ASSIGNS: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

G. SOVEREIGN IMMUNITY: Each party acknowledges that the other party is a governmental agency, and is entitled to the benefits of sovereign immunity under the laws of the State of Florida. Neither party by entering into this License waives the benefit of sovereign immunity.

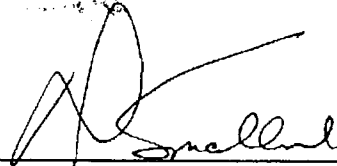
H. SELF INSURANCE. LYNX does not maintain insurance to cover its liability within the limits of sovereign immunity and is self insured to the extent LYNX is liable for any claims within the limits of sovereign immunity.

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this License on the day and year first above written.

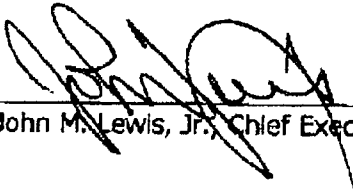
CITY OF KISSIMMEE: 
Mike Steigerwald, City Manager

Attested by: 
Desiree Matthews, City Clerk

Approved as to form and correctness. This 17th day of December, 2010 .


Don Smallwood, City Attorney

**CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY d/b/a LYNX: By:**

By:  _____
John M. Lewis, Jr., Chief Executive Officer

The foregoing document is approved as to form only. This approval is solely for the benefit of the Licensee and may not be relied on in any way by the Licensor.

Dated: _____ 2010

AKERMAN SENTERFITT,
General Counsel to LYNX

By: _____

Exhibit "A"

SITE PLAN

A

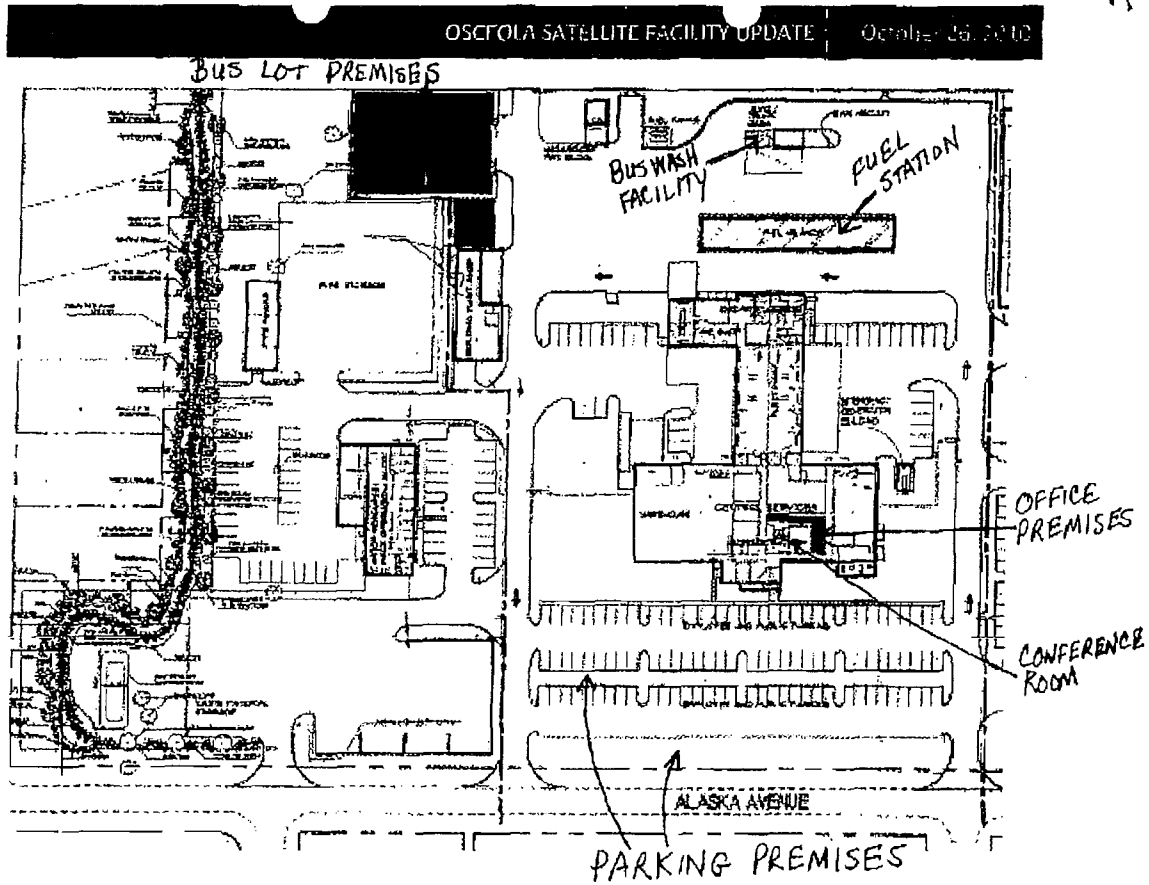


Exhibit "B"

OFFICE PREMISES

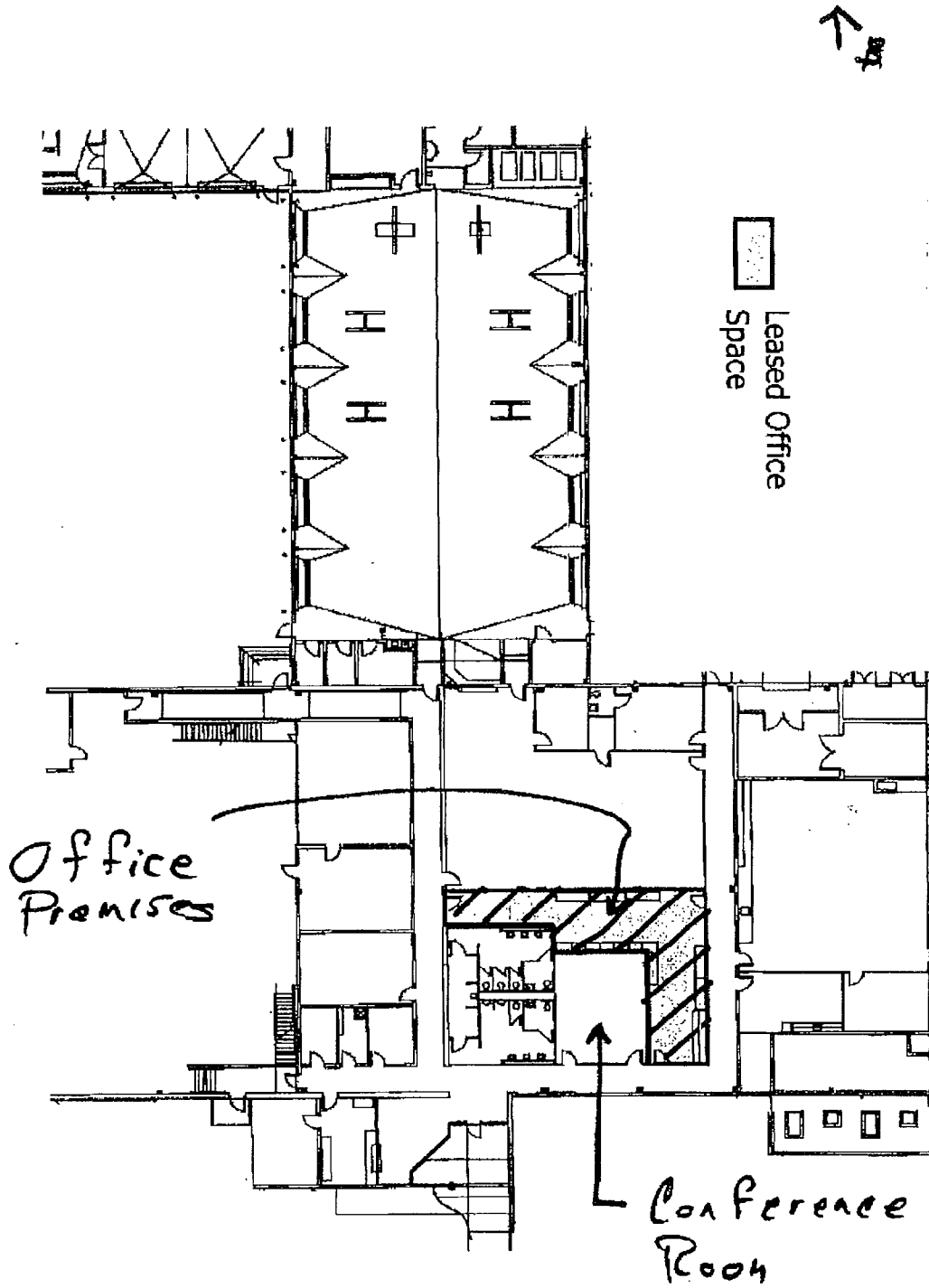


Exhibit "C"

BUS LOT PREMISES

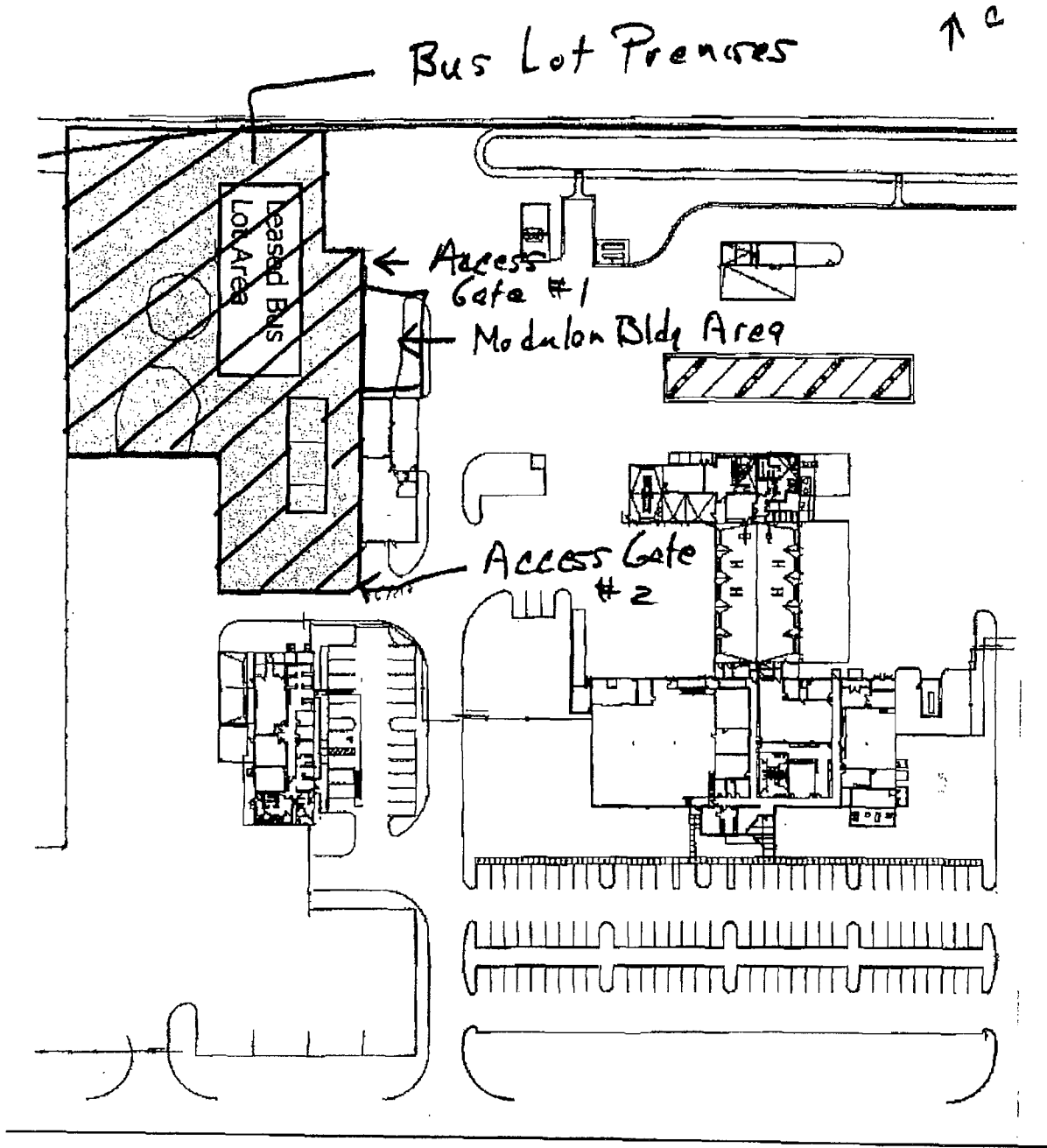


Exhibit "D"

PARKING PREMISES

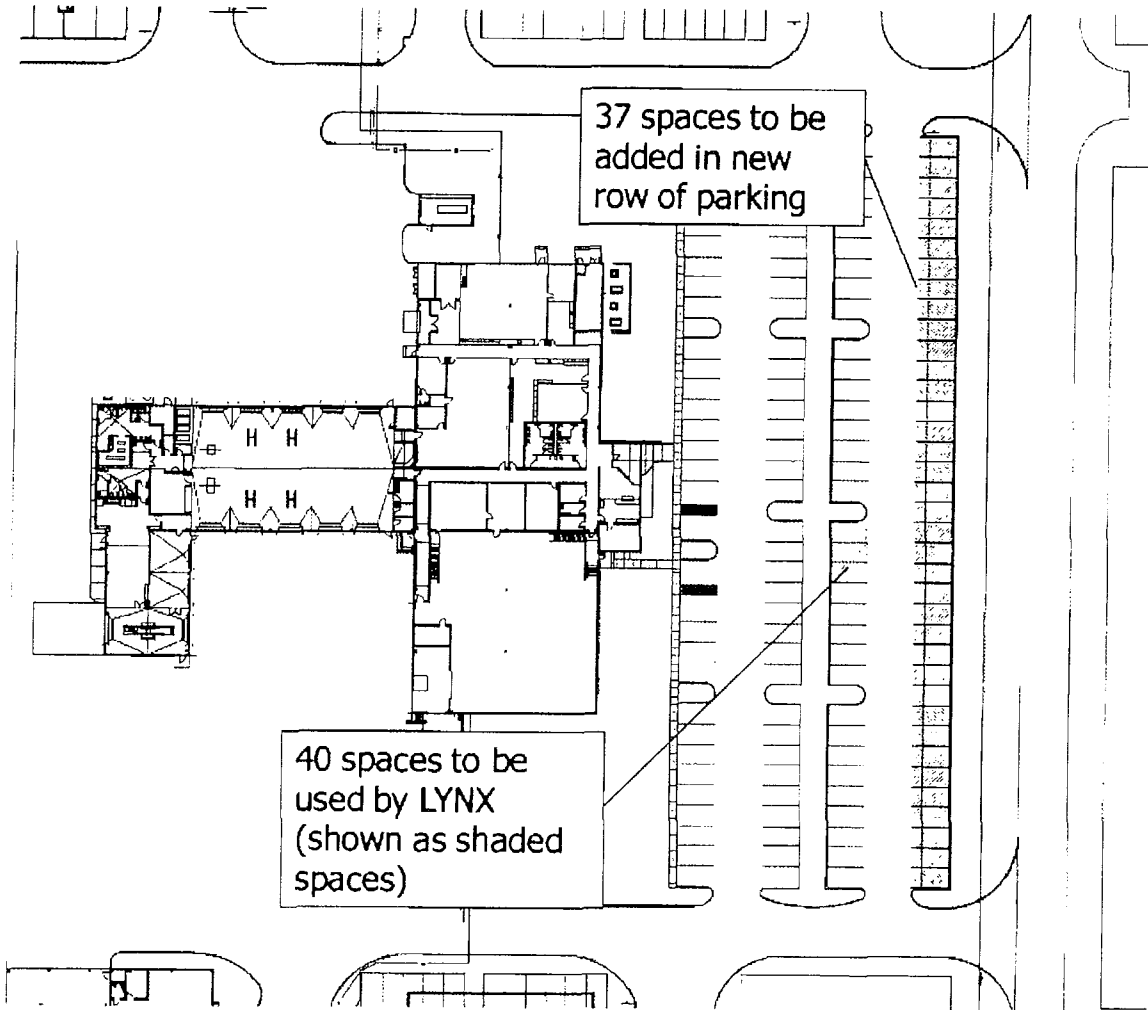
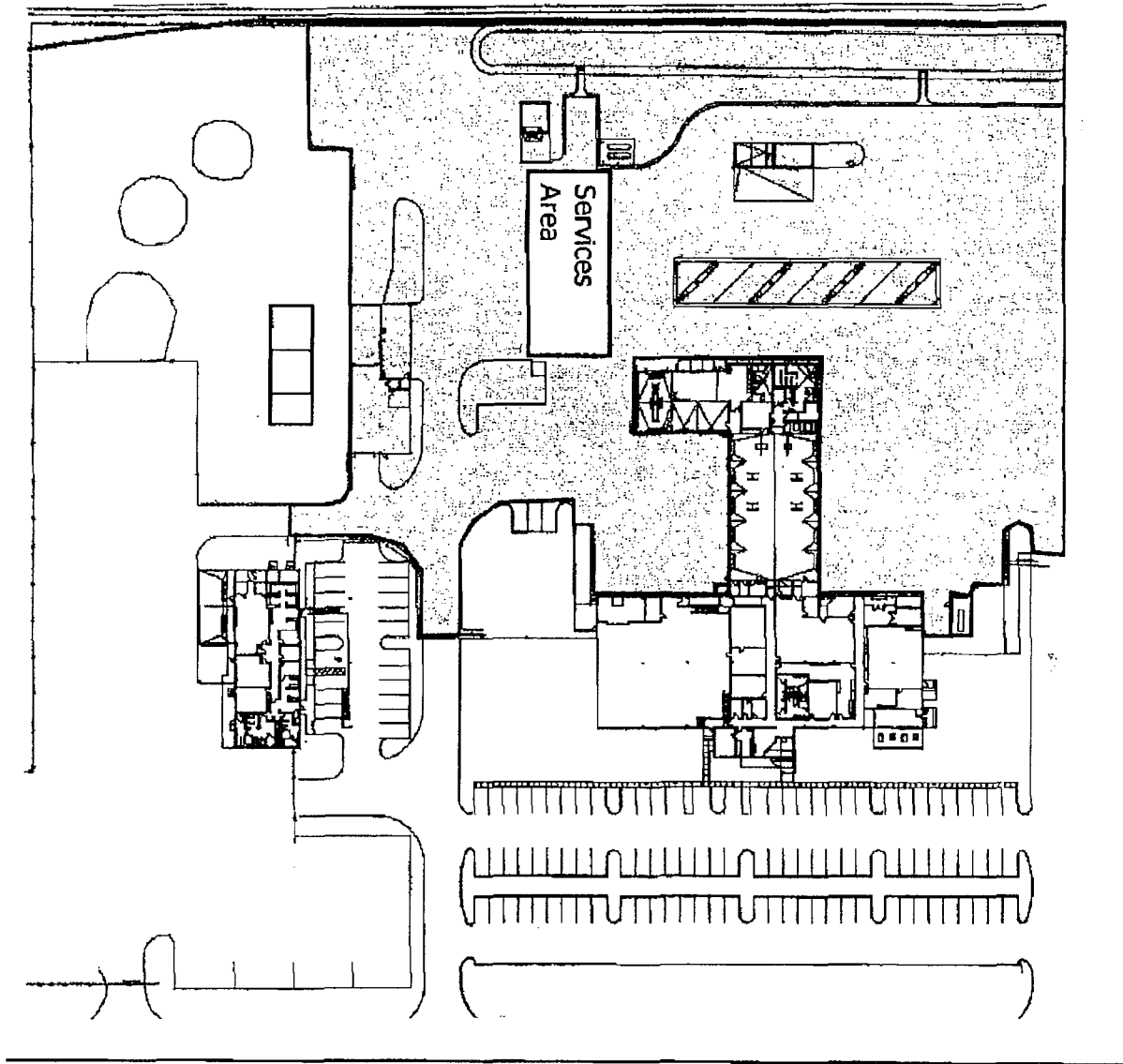


Exhibit "E"

BUS WASH FACILITY AND FUEL STATION

7
3



**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE CITY OF KISSIMMEE
AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(Southern Operating Base Facility)**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the "First Amendment") is entered into on this 10th day of January, 2011 between the City of Kissimmee, a municipal corporation located within Osceola County, Florida hereinafter referred to as "Licensor" and Central Florida Regional Transportation Authority, d/b/a LYNX, whose address is 455 North Garland Avenue, Orlando, FL 32801, hereinafter referred to as "Licensee".

RECITALS

- A. On or about December 17, 2010, the Licensor and Licensee entered into that certain License Agreement (the "Initial Agreement") dated December 17, 2010 pursuant to which the Licensor licensed to the Licensee certain portions, but not all, of certain real property located on 100 North Alaska Avenue, a municipal facility, known as Central Services (the "Facility"), located within the boundaries of the City of Kissimmee, Florida. At the time, the parties entered into a "license" for a short term, until certain matters were determined and agreed upon. Those matters have now been resolved and the parties desire to amend the Initial Agreement to, among other matters, now constitute it as a "lease" and agree as to those remaining matters.
- B. The parties hereto wish to amend the Initial Agreement for the following purposes:
- (i) To now interpret the Initial Agreement as a "lease", with the Licensor now being the "Lessor" and the Licensee now being the "Lessee".
 - (ii) To agree that the annual increase in rent will not be fixed at 3.5% over the prior year's rent but, rather, will be based on annual increases in the Consumer Price Index.
 - (iii) To provide that the charge to be paid by the Lessee for each bus wash is subject to further review after a period of six (6) months.
 - (iv) To modify the term of the Lease now so it is for an initial term of five (5) years, with an option to renew.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Definitions.** Unless defined in this First Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Agreement.
2. **Modification of Initial Agreement.** The Initial Agreement is now amended as follows:
 - (a) The Initial Agreement is now a "Lease Agreement" and whenever the term "License" appears in the Initial Agreement, that term will now be the "Lease".

In addition, the Licensor is now the "Lessor" and whenever the term "Licensor" appears in the Initial Agreement, that will now read as "Lessor". Similarly, whenever the term "Licensee" appears in the Initial Agreement, that term will now be "Lessee".

(b) The second paragraph in Section III(A) captioned "Rent", relating to the annual adjustment of rent is hereby deleted and, in lieu thereof, the following paragraph is added:

"The initial net rent shall be subject to adjustment (increase, but not a decrease) on each January 1, commencing January 1, 2012. The annual adjustment in rent is based upon the change in the Consumer Price Index over the prior calendar year. The Consumer Price Index will be obtained from the United State Bureau for Labor Statistics website from the most current posted detailed report based upon the "Unadjusted 12-mos." for shelter. The only adjustment as so noted will be an increase, if appropriate; rent will not decrease based on any CPI adjustment.

(c) In regard to Section IV(B) captioned "Bus Wash Facility", the following paragraph is added as follows:

The parties will meet after six (6) months as to the charge for the bus wash under Section IV (B), and review the extent of the use by the Lessee and determine whether the charge of "\$5.00" is reasonable and accurate; but any changes will require the written letter of agreement of both parties hereto. Thereafter, on each January 1, commencing January 1, 2012, the cost for the bus wash may increase or decrease depending on the cost of supplies to the Lessor. In such case, the Lessor will furnish to the Lessee on or before said January 1 a complete schedule of all the cost paid to third parties for all supplies (including utilities) for the bus wash only for the beginning and the end of said calendar year (including supplies whose cost have increased as well as supplies whose cost have decreased), along with copies of said invoices. The parties will meet to determine any increase or decrease in the cost for the bus wash, taking into account increases and/or decreases for all such supplies (including utilities). Any change in the cost will be effective thirty (30) days thereafter.

(d) Section VII captioned "Term of Lease" is hereby amended in its entirety to read as follows:

VII. TERM OF LEASE

A. PRIMARY TERM: The term of this Lease shall be for a Five (5) Year period, with the period commencing on December 17, 2010 and ending on December 31, 2015.

B. ADDITIONAL TERM: Provided (i) Lessee has not defaulted on terms and conditions of this Lease and maintains continued compliance with all terms and conditions contained herein, and (ii) the Lessor does not need the Leased Premises for its governmental operations, Lessee shall have an option to renew this Lease upon the same terms and conditions contained herein,

for one (1) additional term of five (5) years. If the Lessor anticipates needing the Leased Premises for its governmental operations, it will notify the Lessee at least one (1) year prior to the end of the initial term; otherwise, the Lessor will be deemed not to need the Premises for its governmental operations.

C. HOLDING OVER: In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Lease after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Lease but shall be a tenancy of sufferance only.

D. RIGHT OF LESSEE TO TERMINATE: The parties understand that the Lessee is utilizing the Leased Premises in accordance with its public transit system, which may change from time to time, and, accordingly, the Lessee will have the right to terminate this Lease at any time upon ninety (90) days notice to the Lessor.

3. Ratification. Except as modified by this First Amendment, the parties do hereby confirm and ratify the Initial Agreement.

[Signatures Begin on Following Page]

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this First Amendment on the day and year first above written.

CITY OF KISSIMMEE: _____
Mayor-Commissioner

Attested by: _____
City Clerk

Approved as to form and correctness. This ____ day of _____, 2011 .

City Attorney

**CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY d/b/a LYNX: By:**

By: _____
John M. Lewis, Jr., Chief Executive Officer

The foregoing document is approved as to form only. This approval is solely for the benefit of the Lessee and may not be relied on in any way by the Lessor.

Dated: _____ 2011

AKERMAN SENTERFITT,
General Counsel to LYNX

By: _____

Action Agenda Item #7.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: **Authorization to Execute an Agreement with the University of Central Florida (UCF) Student Government Association for Late Evening Weekend Service**

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for late evening weekend bus service and amend the FY2011 Operating Budget, accordingly.

The Agreement with University of Central Florida Student Government Association is attached.

BACKGROUND:

In 2010, LYNX staff met with representatives of UCF SGA to discuss late evening weekend services that would provide UCF students with a transit style service (entitled "KnightLYNX") to provide a safe and reliable alternative transportation. The service would operate along two fixed routes, serve several identified points of interest and operate at a viable frequency level. Additionally the service would operate outside of traditional times that transit would normally be accessible. SGA representatives' identified several locations on and off campus that students would need access to during the Friday and Saturday night social scene. KnightLYNX will operate Friday and Saturday nights from 8 pm to 3 am. The service will partially operate on LYNX' existing fixed route network so it will be accessible to the public.

LYNX staff has developed two routes that address the requests of SGA and the needs of its constituents.

PROPOSED NEW EXPANSION:

To serve the University of Central Florida, LYNX will operate two distinct and separate routes as follows:

KnightLYNX 01 will originate and terminate at the UCF Arena and operate as a circulator with its primary area of service being the UCF campus, McCulloch Road and Alafaya Trail to Central Florida Boulevard. Service will begin with 20 minute frequency at 8:00 p.m. and increase to 15 minute frequency after 11:00 p.m.

KnightLYNX 02 will originate and terminate at the UCF Arena and operate as fixed route service to Waterford Lakes Mall via Alafaya Trail, Colonial Drive, Woodbury Road and Waterford Lakes Parkway. Service will begin with 40 minute frequency at 8:00 p.m. and increase to 15 minute frequency after 11:00 p.m.

FISCAL IMPACT:

LYNX staff will amend the FY2011 Operating Budget in the amount of \$98,972 to include the new service for UCF.

PROPOSAL

LATE-EVENING TRANSIT SERVICES FOR UNIVERSITY OF CENTRAL FLORIDA CAMPUS AND SURROUNDING AREAS

a.k.a. KNIGHTLYNX



LYNX Service Planning & Design
November 2010

Introduction

LYNX staff met with representatives of University of Central Florida (UCF) Student Government Association (SGA) to discuss late evening weekend services that would provide UCF students with a safe ride home. The transit style service (currently titled KnightLYNX) would provide a safe and reliable alternative transportation.

Ideally the service would operate along a fixed route, serve several identified points of interest and operate at a viable frequency level. Additionally the service would operate outside of traditional times that transit would normally be accessible. SGA representatives identified several locations on and off campus that students would need access to during the Friday and Saturday night social scene. KnightLYNX will operate Friday and Saturday nights from 8 PM to 3 AM. The service will partially operate on LYNX' existing fixed route network so it will be accessible to the public.

LYNX staff has developed a route that addresses the requests of SGA and the needs of its constituents. The following pages describe two routing scenarios, along with two versions of tentative schedules.

EXHIBIT "A" Service Area

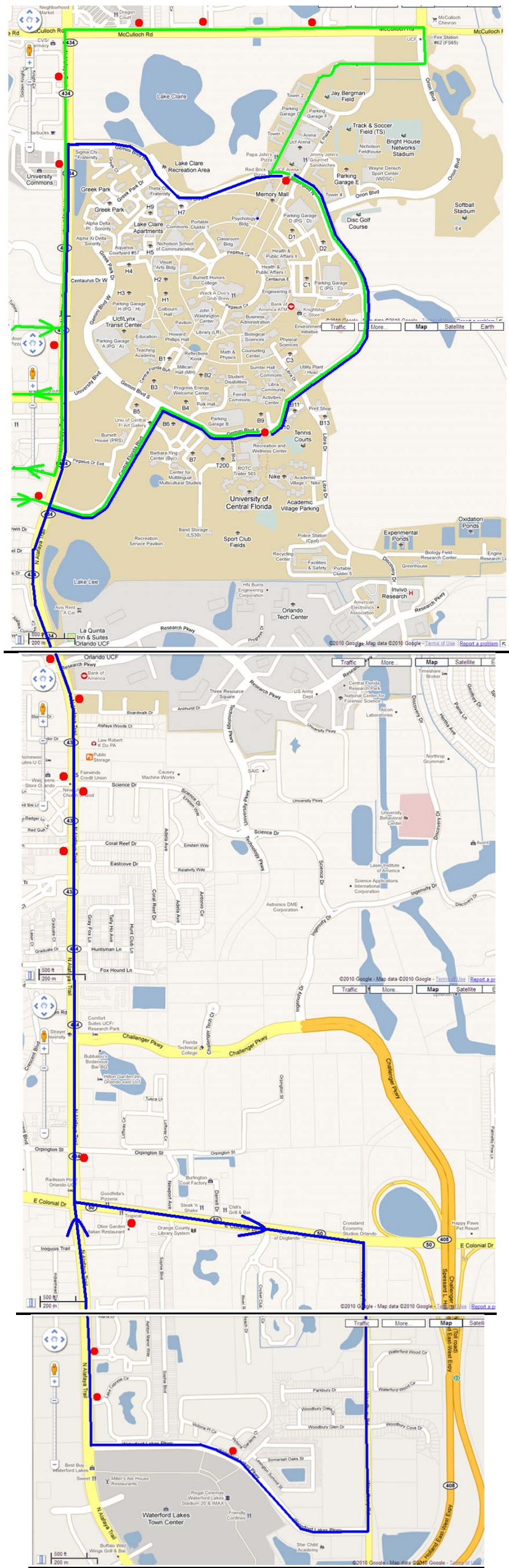


EXHIBIT “B”

Description of Bus Service

LYNX will provide late night bus service to the Client for the purpose of getting students, faculty and others to and from various residences and points of interest on the UCF campus and residences and points of interest along McCulloch Rd. bordered by Alafaya Tr and Orion Blvd, Alafaya Tr. bordered by McCulloch Rd and Waterford Lakes Pkwy, Colonial Dr. bordered by Alafaya Tr and Woodbury Rd., Woodbury Rd bordered by Colonial Dr and Waterford Lakes Blvd, and Waterford Lakes Blvd bordered by Woodbury Rd and Alafaya Tr.

To serve the Client, LYNX will operate two distinct and separate routes hereby called KnightLYNX. **KnightLYNX 01** will originate and terminate at the UCF Arena and operate as a circulator with its primary area of service being the UCF campus, McCulloch Rd and Alafaya Tr. to Central Florida Blvd.

KnightLYNX 02 will originate and terminate at the UCF Arena and operate as fixed route with service to Waterford Lakes Town Center via Alafaya Tr, Colonial Dr, Woodbury Rd and Waterford Lakes Pkwy. Stops will be made as indicated on the POA map in addition to existing LYNX bus stops

EXHIBIT “C”

Schedule of Service Times and Stops

KnightLYNX will operate on Friday and Saturday nights from 8:00 PM to 3:00 AM. The KnightLYNX schedule will coincide with University of Central Florida student semesters and will not operate during times when school is not in session. KnightLYNX will operate during the Spring Semester excluding the weekends encompassing spring break, Session B of the summer semester, and fall semester. Service will commence the weekend immediately following the opening of on-campus housing and will terminate the weekend immediately preceding the closing of on-campus housing each semester.

[NOTE: These times 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.]

Route 01 Schedule

Pull Out	UCF Arena	University Commons	UCF Recreation Center	UCF Arena	Pull In
7:30 PM	8:00 PM	8:11 PM	8:17 PM	8:21 PM	
7:50 PM	8:20 PM	8:31 PM	8:37 PM	8:41 PM	
	8:40 PM	8:51 PM	8:57 PM	9:01 PM	
	9:00 PM	9:11 PM	9:17 PM	9:21 PM	
	9:20 PM	9:31 PM	9:37 PM	9:41 PM	
	9:40 PM	9:51 PM	9:57 PM	10:01 PM	
	10:00 PM	10:11 PM	10:17 PM	10:21 PM	
	10:20 PM	10:31 PM	10:37 PM	10:41 PM	
	10:40 PM	10:51 PM	10:57 PM	11:01 PM	
	11:00 PM	11:11 PM	11:17 PM	11:21 PM	
	11:15 PM	11:26 PM	11:32 PM	11:36 PM	
	11:30 PM	11:41 PM	11:47 PM	11:51 PM	
	11:45 PM	11:56 PM	12:02 AM	12:06 AM	
	12:00 AM	12:11 AM	12:17 AM	12:21 AM	
	12:15 AM	12:26 AM	12:32 AM	12:36 AM	
	12:30 AM	12:41 AM	12:47 AM	12:51 AM	
	12:45 AM	12:56 AM	1:02 AM	1:06 AM	
	1:00 AM	1:11 AM	1:17 AM	1:21 AM	
	1:15 AM	1:26 AM	1:32 AM	1:36 AM	
	1:30 AM	1:41 AM	1:47 AM	1:51 AM	
	1:45 AM	1:56 AM	2:02 AM	2:06 AM	
	2:00 AM	2:11 AM	2:17 AM	2:21 AM	
	2:15 AM	2:26 AM	2:32 AM	2:36 AM	3:06 AM
	2:30 AM	2:41 AM	2:47 AM	2:51 AM	3:21 AM

Route 02 Schedule

Pull Out	UCF Arena	Colonial Dr Alafaya Tr	Waterford Lakes Pkwy Alafaya Tr	UCF Recreation Center	UCF Arena	Pull In
7:30 PM	8:00 PM	8:11 PM	8:18 PM	8:28 PM	8:31 PM	
	8:40 PM	8:51 PM	8:58 PM	9:08 PM	9:11 PM	
	9:20 PM	9:31 PM	9:38 PM	9:48 PM	9:51 PM	
	10:00 PM	10:11 PM	10:18 PM	10:28 PM	10:31 PM	
	10:40 PM	10:51 PM	10:58 PM	11:08 PM	11:11 PM	
10:30 PM	11:00 PM	11:09 PM	11:15 PM	11:23 PM	11:25 PM	
	11:15 PM	11:24 PM	11:30 PM	11:38 PM	11:40 PM	
	11:30 PM	11:39 PM	11:45 PM	11:53 PM	11:55 PM	
	11:45 PM	11:54 PM	12:00 AM	12:08 AM	12:10 AM	
	12:00 AM	12:09 AM	12:15 AM	12:23 AM	12:25 AM	
	12:15 AM	12:24 AM	12:30 AM	12:38 AM	12:40 AM	
	12:30 AM	12:39 AM	12:45 AM	12:53 AM	12:55 AM	
	12:45 AM	12:54 AM	1:00 AM	1:08 AM	1:10 AM	
	1:00 AM	1:09 AM	1:15 AM	1:23 AM	1:25 AM	
	1:15 AM	1:24 AM	1:30 AM	1:38 AM	1:40 AM	
	1:30 AM	1:39 AM	1:45 AM	1:53 AM	1:55 AM	
	1:45 AM	1:54 AM	2:00 AM	2:08 AM	2:10 AM	
	2:00 AM	2:09 AM	2:15 AM	2:23 AM	2:25 AM	2:55 AM
	2:15 AM	2:24 AM	2:30 AM	2:38 AM	2:40 AM	3:10 AM

EXHIBIT “ D”

Annual Service Costs

<u>Route 01</u>			<u>Route 02</u>		
		Calendar Year 2011			Calendar Year 2011
Friday			Friday		
	Total Hours	15.12		Total Hours	12.08
	Total Miles	207		Total Miles	270
	Peak Buses	2		Peak Buses	2
Saturday			Saturday		
	Total Hours	15.12		Total Hours	12.08
	Total Miles	207		Total Miles	270
	Peak Buses	2		Peak Buses	2
Annual			Annual		
	Total Hours	1,028.16		Total Hours	821.44
	Total Miles	14,076		Total Miles	18,386
	Operating Cost	\$55,016.84		Operating Cost	\$43,955.25
Factors			Factors		
	Fridays	34		Fridays	34
	Saturdays	34		Saturdays	34
	Operating Days	68		Operating Days	68

Monthly Service Costs

<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly cost</u>
January-2011	2 days	\$2,910.94
February-2011	8 days	\$11,643.76
March-2011	4 days	\$5,821.88
April-2011	10 days	\$14,554.70
May-2011	0 days	No Service
June-2011	0 days	No Service
July-2011	10 days	\$14,554.70
August-2011	4 days	\$5,821.88
September-2011	9 days	\$13,099.23
October-2011	9 days	\$13,099.23
November-2011	8 days	\$11,643.76
December-2011	4 days	\$5,821.88
		<u>\$98,971.96</u>

Total Annual Costs

<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
1,849.60	\$53.51	\$98,971.96

Action Agenda Item #7.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Amend LYNX' Fare Policy With an Effective Date of April 24, 2011.

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Director' authorization to amend the LYNX Fare Policy to add more controls that will reduce chances of fraud under the advantage pass program that include youth passes and persons that have reached the age of 65 and/or is disabled. Additionally, the policy changes from a student pass to a youth pass (passengers under the age of 19, unless still in high school). The effective date for the new policy is April 24, 2011.

BACKGROUND:

In October 2008, staff requested the Board of Directors' approval of the following LYNX Fare Structure and Policy with an effective date of January 4, 2009:

LYNX FARE STRUCTURE

Service	LYNX Fare Structure Fare Type	Fare
Fixed Route	Full Fare	\$2.00
	Youth Fare	\$1.00
	Senior Fare	\$1.00
	Income Qualified (IQ) Fare	\$1.00
	Transfers	Free
	Express	\$3.50
	Express Discount Fare	\$1.75
	Pick-Up-Line	\$2.00
	PUL Discount Fare	\$1.00

LYNX Board Agenda

Service	LYNX Fare Structure Fare Type	Fare	
	Shuttle	Determined Per Event	
	Limited	\$3.00	
	Limited Discount	\$1.50	
	Direct	\$4.00	
	Direct Discount	\$4.00	
	Children (age 6 and under)*	Free	
	Daily	\$4.50	
	Discount Daily	\$2.25	
	7-Day	\$16.00	
	Discount 7-Day	\$8.00	
	30-Day	\$50.00	
	Discount 30-Day	\$25.00	
	PUL Daily	\$4.50	
	PUL Daily Discount	\$2.25	
	PUL 7-Day	\$16.00	
	PUL 7-Day Discount	\$8.00	
	PUL 30-Day	\$50.00	
	PUL 30-Day Discount	\$25.00	
	Limited Daily	\$5.50	
	Limited Daily Discount	\$2.75	
	Limited 7-Day	\$19.00	
	Limited 7-Day Discount	\$9.50	
	Limited 30-Day	\$58.00	
	Limited 30-Day Discount	\$29.00	
	Express Daily	\$6.50	
	Express Daily Discount	\$3.25	
	Express 7-Day	\$23.00	
	Express 7-Day Discount	\$11.50	
	Express 30-Day	\$70.00	
		Express 30-Day Discount	\$35.00
		Direct Round Trip	\$3.75
		LYNX Unlimited Daily	\$7.50
LYNX Unlimited Daily Discount		\$3.75	
LYNX Unlimited 7-Day		\$27.00	
LYNX Unlimited 7-Day Discount		\$13.50	
LYMMO	LYNX Unlimited 30-Day	\$80.00	
	LYNX Unlimited 30-Day Discount	\$40.00	
	Stored Value Discount Card	10% (not currently offered)	
	Single Ride	Free	

Service	LYNX Fare Structure Fare Type	Fare
Special Events	Shuttle – Single Ride	Determined Per Event
VOTRAN XL (Express LYNX)	Single Ride	\$ 3.50
	Seniors/Students	\$ 1.75
ACCESS LYNX	ADA Fare (Inside ¼ mile radius)	\$ 4.00
	ADA Fare (Outside ¾ mile radius)	\$ 7.00
	Medicaid Fare	\$ 1.00
<i>As authorized by the Local Coordinating Board</i>	TD Fare – 0 to 4.99 Miles	\$ 3.50
	TD Fare – 5 to 9.99 Miles	\$ 5.50
	TD Fare – 10 Miles	\$ 7.50

Policy Clarifications:

Transfers

Transfers are valid on the date issued and must be used by the purchasing rider within a specified time interval from when it was issued. The Chief Executive Officer, or designee, determines the appropriate time interval. Transfers cannot be used for stopovers or return travel.

Daily Pass

The daily pass is valid from 4:00 a.m. on the day of issuance until 3:00 a.m. the following day. The Chief Executive Officer, or designee, may make adjustments to the hours of validity as needed.

Discounted Fares and Passes

Discounted fares and passes will be offered to the following riders:

Disabled

Disabled riders shall be qualified for the AdvantAge Pass program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Income Qualified

Income qualified riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

LYNX Board Agenda

Seniors

Senior riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Students (K-12)

Youth Fare applies to riders age 18 and younger. Riders age 6 and under ride free. The Youth Fare is available seven days a week and has no time restrictions. Youth Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Children (Age 6 and under)

Children six and under may ride free when accompanied by an adult (full or discount). No more than three children may ride free per adult. Children six and under must pay \$1.00 when not accompanied by an adult.

Stored Value Discount Card

The Stored Value Discount of 10% may be offered as a convenience for riders who which to prepay but do not ride frequently enough to warrant a time-value pass.

Group Discounts

Employer discounts for Groups available and will be determined by the Chief Executive Officer and documented in LYNX Policy.

Human Service Agencies

Single Ride tickets may be issued by human service agencies to clients and will not be redeemable for cash.

Within the past year, LYNX has received various complaints about fare abuse, particularly from our discount fare programs. LYNX staff has reviewed the programs and the related procedures for selling and using LYNX discounted fares and recommends the following policy changes as underlined below:

Policy Clarifications:

Transfers

Transfers are valid on the date issued and must be used by the purchasing rider within a specified time interval from when it was issued. The Chief Executive Officer, or designee, determines the appropriate time interval. Transfers cannot be used for stopovers or return travel.

Daily Pass

The daily pass is valid from 4:00 a.m. on the day of issuance until 3:00 a.m. the following day. The Chief Executive Officer, or designee, may make adjustments to the hours of validity as needed.

Discounted Fares and Passes

All Discounted Fare Riders must have a valid LYNX ID to purchase and use a discounted fare. Discounted fares and passes will be offered to the following riders:

Disabled

Disabled riders shall be qualified for the AdvantAge Pass program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Income Qualified

Income qualified riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Seniors

Senior riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Students (K-12)

Youth Fare applies to riders age 18 and younger. Riders age 6 and under ride free. **All Youth over the age of ten (10) must have a LYNX ID.** The Youth Fare is available seven days a week and has no time restrictions. **Youth over the age of 18, and still in High School, must have a valid LYNX ID to qualify for the reduced fare.** Youth Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Children (Age 6 and under)

Children six and under may ride free when accompanied by an adult (full or discount). No more than three children may ride free per adult. Children six and under must pay \$1.00 when not accompanied by an adult.

Stored Value Discount Card

The Stored Value Discount of 10% may be offered as a convenience for riders who which to prepay but do not ride frequently enough to warrant a time-value pass.

Group Discounts

Employer discounts for Groups available and will be determined by the Chief Executive Officer and documented in LYNX Policy.

Human Service Agencies

Single Ride tickets may be issued by human service agencies to clients and will not be redeemable for cash.

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Extend Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services

Date: 1/27/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #06-001 with Akerman Senterfitt to perform LYNX federal lobbying services through March 31, 2011.

BACKGROUND:

In accordance with LYNX Board approval, a Request for Proposal (RFP) was issued for federal lobbying services on October 3, 2005, and the contract was awarded to Akerman Senterfitt, effective December 9, 2005. The contract was for an initial term of two years with three one-year options, subject to Board approval and annual funding availability.

The last year of the third year option term expired December 9, 2010. Due to the midterm elections it would be more advantageous to LYNX to maintain the services of Akerman Senterfitt through March 31, 2011.

Akerman Senterfitt has represented LYNX and has been instrumental in assisting staff on requests of discretionary Congressional appropriations, the inclusion of LYNX items in the stimulus package and has been proactive in positioning LYNX in the next round of SAFETEA-LU reauthorization next year.

To date, Akerman Senterfitt has helped LYNX secure over \$120 million in Congressional earmarks. This includes over \$40 million in transportation appropriations funds for new buses, bus facilities, an Intelligent Transportation Systems (ITS) project, and a Job Access and Reverse Commute Program (JARC) since 2001.

Recent successes include:

In FY2010, LYNX received a total of \$2,050,000 in Congressional earmarks – including \$1,500,000 for new buses and \$550,000 for bus facilities improvements at the LYNX Central Station.

In FY2009, LYNX received a \$3,087,500 earmark for new buses from the Federal Transit Administration (FTA).

In FY2008, LYNX received a total of \$2,521,050 in earmarks – \$1,372,000 for LYNX buses and \$1,149,050 for the North Orange/South Seminole ITS Enhanced Circulator.

In FY2006, LYNX received a \$1,350,000 earmark for new buses from the FTA and \$9,096,000 for LYNX' bus fleet expansion program in the transportation reauthorization bill, known as SAFETEA-LU (Public Law 109-59).

In FY2005, LYNX received \$500,000 for the North Orange/South Seminole ITS Enhanced Circulator and the Central Florida Regional Transportation Authority received a total of \$1.3 million for two transportation projects from the Federal Highway Administration.

In FY2004, LYNX received a total of \$5.071 million in earmarks – \$3 million for the East Central Florida Coalition for new buses, and \$2.071 million for the North Orange/South Seminole ITS Enhanced Circulator.

In FY2003, LYNX received a total of \$7.45 million in earmarks – \$5 million for new buses from the Federal Transit Administration (FTA); \$750,000 for bus facilities from the FTA; \$200,000 for the Job Access and Reverse Commute Program (JARC); and \$1.5 million for the Intelligence Transportation System (ITS) to improve transit service.

In FY2002, LYNX received a \$2 million earmark for bus and bus facilities from the Federal Transit Administration.

In FY2001, LYNX received a total of \$7 million in earmarks – \$4 million for bus and bus facilities; and \$3 million for the Central Florida Commuter rail project.

In FY2000, LYNX received a total of \$9.5 million in earmarks – \$5 million for the light rail system; \$2.5 million for the intermodal facility; and \$2 million for bus and bus facilities.

In FY1999, LYNX received a total of \$21 million in earmarks – \$17.5 million for the LYNX light rail system; \$2.5 million for intermodal facility in Orlando; and \$1 million for bus and bus facilities.

In FY1998, LYNX received a total of \$34.8 million in earmarks – \$31.8 million for the LYNX light rail system and \$3 million for bus and bus facilities.

LYNX Board Agenda

In FY1996, LYNX received a total of \$6.5 million in earmarks – \$2 million earmark for the light rail system and \$4.5 million for bus and bus facilities.

In FY1996, LYNX received an earmark of \$4.25 million in the transportation appropriations bill.

In FY1995, LYNX received \$500,000 from the Federal Transit Administration.

In FY1994, LYNX received a total of \$7.5 million from the Federal Transit Administration. Of this total, \$2.5 million was earmarked by Congress in the transportation appropriations bill, and the remaining \$5 million was awarded out of the agency's discretionary grant.

FISCAL IMPACT:

LYNX staff has included \$126,000 in the FY2011 Operating Budget to support these contract services.

Work Session Item #8.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Update on LYNX' 2030 Long Range Strategic Master Plan

Date: 1/27/2011

BACKGROUND:

LYNX issued a Task Order to Tindale-Oliver & Associates to develop a Long Range Strategic Master Plan. This plan was designed to refine the network of eighteen (18) high-capacity transit corridors and establish a vision for public transportation for the next 20 years.

The objectives for this study are as follows:

- Provide a blueprint for the growth and expansion of LYNX public transportation services through the year 2030.
- Serve as a bridge document between the 5-Year Service Plan and the MetroPlan 2030 Long Range Transportation Plan.
- Help drive economic development and redevelopment throughout the region.
- Demonstrate the role that LYNX could play at various funding levels.

The purpose of this update is to let the Board know what work has been completed, the comments and input from the public involvement process and MetroPlan Board and committee meetings and seek comments from the LYNX Board. Staff will return to the Board in the spring with a final draft of the plan.



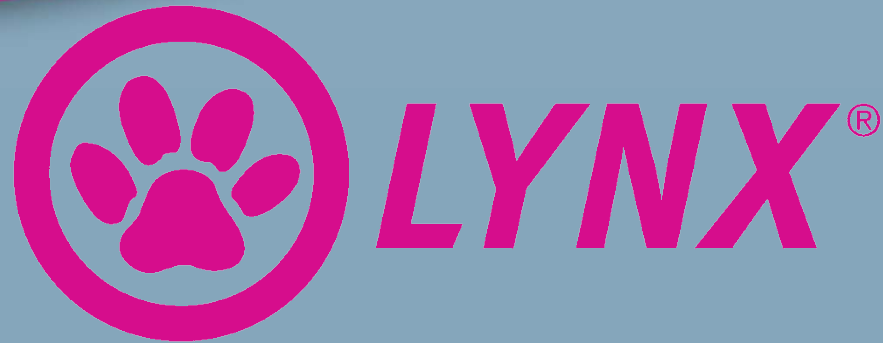
LYNX[®]

Transit Master Plan

2030 Paw Print: The LYNX Transit Master Plan

January 2011
LYNX Board Presentation

Project Partners



Project Objectives

- To provide a **blueprint for the growth and expansion** of LYNX public transportation services through 2030.
- To help **drive economic development and redevelopment** throughout the region.
- To demonstrate to stakeholders and the community the **role that LYNX could play at various funding levels.**



18 Corridors

8 Sanford to Fern Park

7 Fern Park to Downtown

11 Apopka to Downtown

10 Fern Park to OIA

17 Park Promenade to International Drive

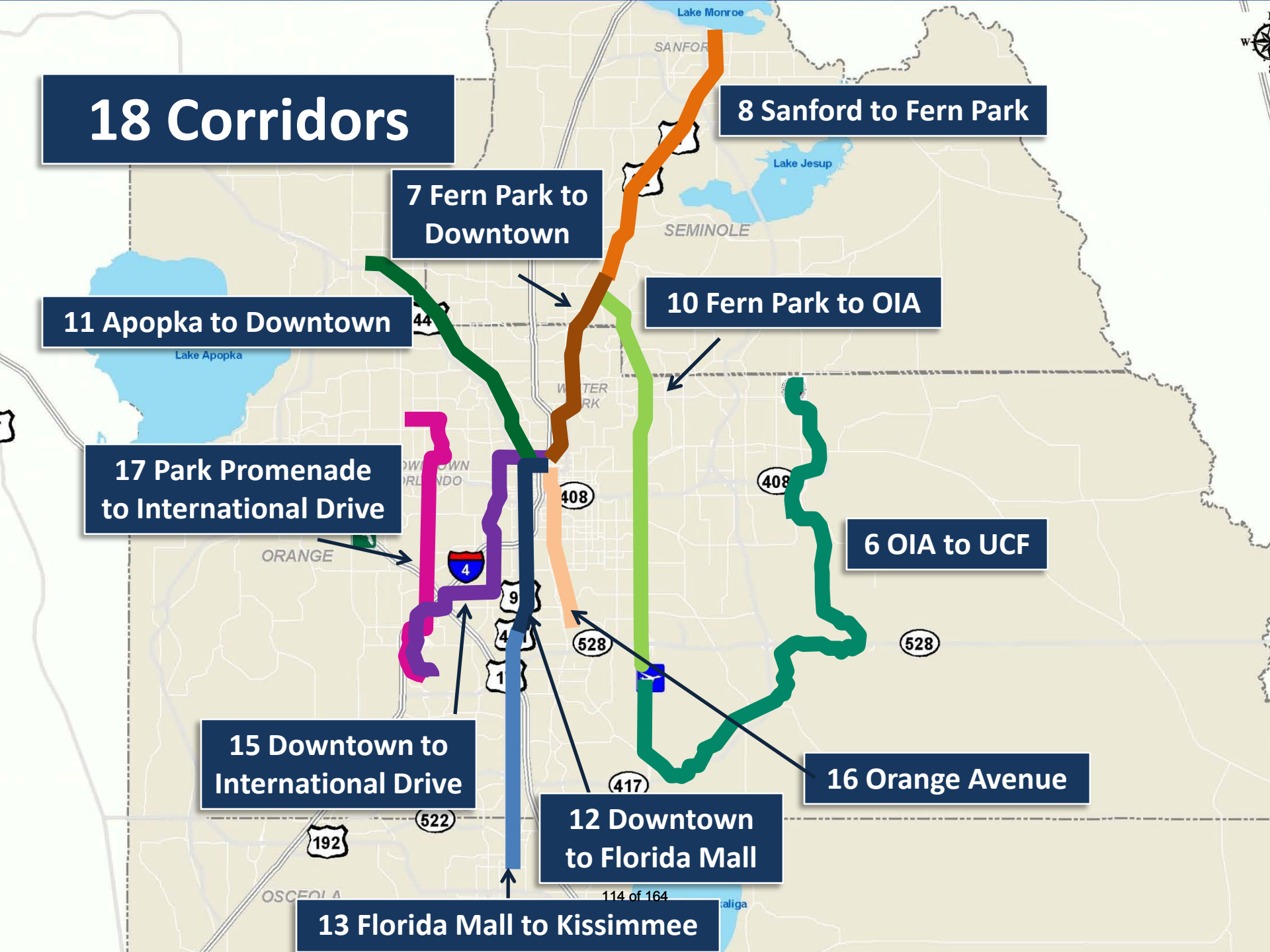
6 OIA to UCF

15 Downtown to International Drive

16 Orange Avenue

12 Downtown to Florida Mall

13 Florida Mall to Kissimmee



18 Corridors

9 Apopka to Fern Park

4 Silver Star Road to
Parramore

2 Disney to
Kissimmee

5 Sanford

1 Winter Park

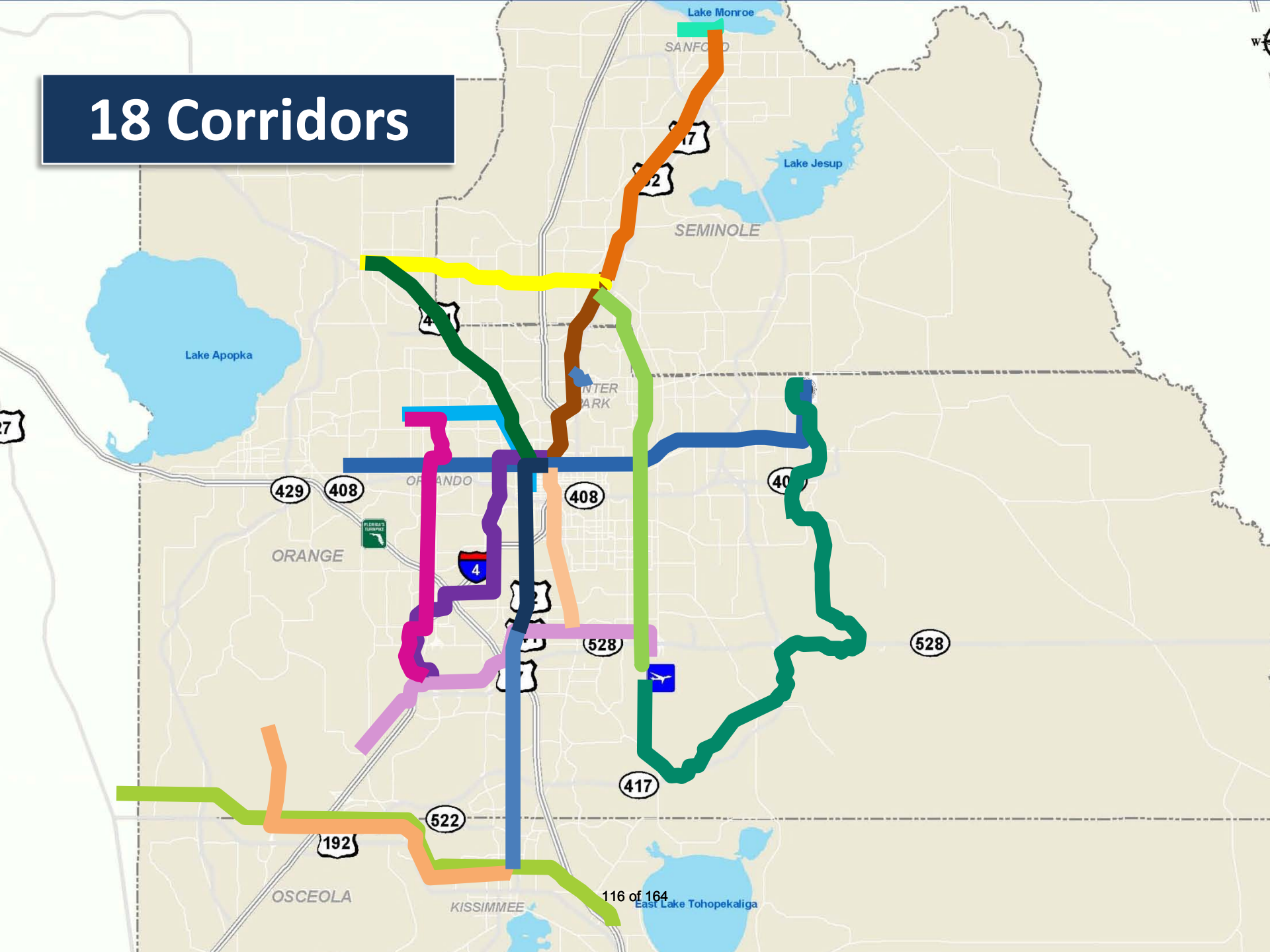
14 West Oaks Mall to UCF

18 Disney to International Drive

3 Lake County to St. Cloud



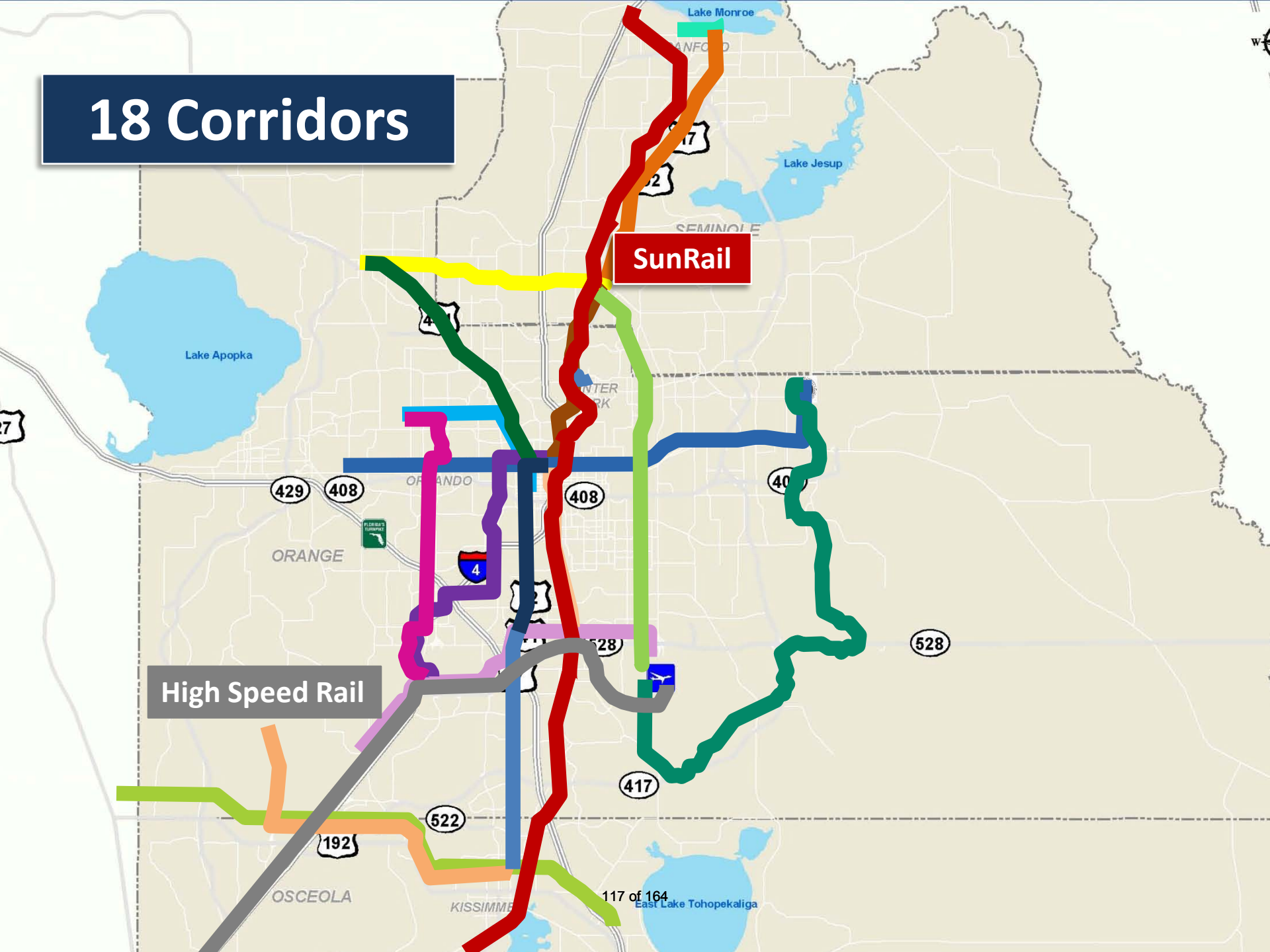
18 Corridors



18 Corridors

SunRail

High Speed Rail



Public Involvement

- LYMMO Expansion Meeting (August 2)
- Regional Working Group (August 20)
- Service Change Workshops (September)
- Winter Garden Village Workshop (October 9)
- Sanford Event (October 16)
- U.S. 192 Teleconference (October 22)
- Bithlo Family Health Center Day (November 6)
- Public Workshop (November 18)

Next Steps

- Complete data development and analysis
- Finalize alternative criteria and prioritization process
- Develop and analyze baseline and 2 service alternatives for each corridor
- Develop Supporting Transit Network
- Take a draft plan through the public process, LYNX Board and MetroPlan committees and Board
- Finalize 2030 Plan

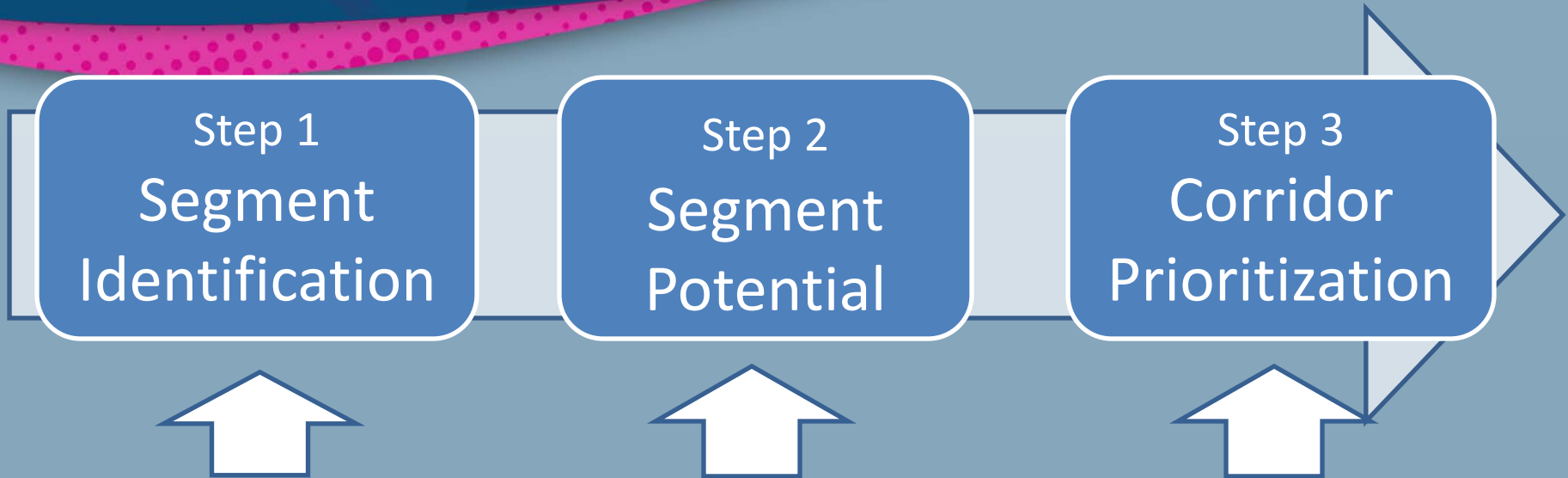
Project Schedule

	Jul	Aug	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Kickoff									
Public Outreach									
Analysis									
Draft Paw Print									
Final Paw Print									

Questions and Comments



Methodology Overview



Step 1
Segment
Identification

Step 2
Segment
Potential

Step 3
Corridor
Prioritization

- Population Density
- Employment Density
- Land Use
- Area Type
- User Market
- Accessibility

- Transit Orientation
- Activity Centers
- Average Trip Length
- Existing Transit
- Ridership
- Right-of-Way Availability

- Transit Demand
- Traffic Conditions
- Roadway Improvements
- Compatibility

Monthly Report A: Planning and Development Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Planning and Development Report

Date: 1/27/2011

Intelligent Transportation Systems (ITS)

LYNX and Harris IT Services Corporation held the kick-off meeting for the update of the *LYNX ITS Strategic Plan*. The plan will focus on meeting the needs of LYNX and its customers by improving information dissemination, efficiencies, and effectiveness of providing LYNX services. The plan also examines the phasing of projects, the estimated costs, life expectancy and replace schedule, compliance with Federal rules, and potential funding sources.

MORETMCC

Internet access to the scheduling system for Access LYNX customers, called AccessWEB, has been developed and continues in acceptance testing. Updates identified by LYNX will be incorporated during January 2011 with the system targeted for phased release to customers in February 2011.

Kissimmee Operations Satellite Facility

LYNX began operating buses from the Kissimmee Operations Satellite Facility on Sunday, December 19, 2010. Links 4, 10, 24, 26, 55, 56, 57, 306, and 426 were moved to the facility. This move will reduce the “dead-head” (out-of-service) miles by twenty-six (26) miles each way, each day, for each bus on these Links operating from this facility. Revenue service for LYNX customers will not be affected. The move to the facility involved 29 revenue buses, 8 spare buses, 4 relief vehicles, and 3 staff vehicles and approximately 75 staff members. Staff will determine if space is available to move more buses to the site or if it is operationally at capacity.

Shelters and Amenities

LYNX continues with the installation of shelters and associated amenities in the various jurisdictions. Significant progress is being made since the last board planning report.

Seminole County - From the start of January 2010 until present, LYNX has installed or is in the process of installing 24 ARRA-funded shelters and 19 FY-funded shelters. Currently, 14 ARRA-funded shelters are in permitting and 5 are in design. In addition, 8 FY-funded shelters are in permitting and 3 are in design.

Shelter placement in Seminole County is limited to the municipalities of Lake Mary, Winter Springs, Oviedo, Sanford and Casselberry. This is due to the existing contract Signal Outdoor Advertising contract that exists with both unincorporated Seminole County and the City of Altamonte Springs.

Orange County - From the start of January 2010 until present, LYNX has installed or is in the process of installing 52 ARRA-funded shelters and 9 FY-funded shelters. Currently, 7 ARRA-funded shelters are in permitting and 50 are in design. In addition, 11 FY-funded shelters are in permitting and 8 are in design.

Orlando - From the start of January 2010 until present, LYNX has installed or is in the process of installing 74 ARRA-funded shelters. Currently, 35 ARRA-funded shelters are in permitting and 41 are in design. In addition, 50 FY-funded shelters are in permitting.

Osceola County - From the start of January 2010 until present, LYNX has installed or is in the process of installing 44 ARRA-funded shelters and 16 FY-funded shelters. Currently, 8 ARRA-funded shelters are in design. 5 FY-funded shelters are in design as well.

Geography Network

A version upgrade for LYNX Map and LYNX Map for Planners was delayed due to software problem with the MapOptix6.0. LYNX GIS staff is working with the developers to resolve the issue. The current version of LYNX Map was updated with bus stop and route information for December 2010 service changes.

GIS

GIS and Planning staff completed the implementation of the Transit Boarding Estimation and Simulation Tool (TBEST). LYNX GIS staff used the network conversion tool to bring the new December 2010 bid data from Trapeze scheduling system to the TBEST database. TBEST will be used for modeling the impact of the proposed route and schedule changes in April 2011.

One LYNX GIS User's Group meeting took place during the reporting period. At the meeting GIS users learned about two web-based interactive tools for local transportation projects and studies. ArcPad 10, a mobile software tool supports a more efficient bus stops data collection process.

Downtown Circulator Expansion Alternatives Analysis

LYNX, the City of Orlando and PB Americas continue work on the Downtown Circulator Expansion AA (LYMMO Expansion Study). Work to date includes selection of alternative corridor alignments, screening criteria, origin and destination surveys on current LYNX bus riders, neighborhood meetings and other public involvement, as well as technical meetings with FTA representatives concerning study methodology, expiration of the East/West Downtown Circulator federal earmark, and how the AA Study ties in with the Parramore BRT project. Staff will provide a more in depth briefing on the project.

Long Range Transit & Finance Plan

The Long Range Transportation Master Plan is being completed by LYNX and Tindale Oliver & Associates (TOA). METROPLAN Orlando also provided funding for additional corridors to be included in the project. TOA and LYNX' staff conducted a public workshop at LYNX Central Station on November 18, 2010 to present the project goal, scope and study methodology. Attendees were asked to rank the transit emphasis corridors as high, medium and low priority as a way to gauge public support for individual corridors. The project team also briefed staff from FDOT on November 29, 2010 to get their feedback regarding the results of the study to date. LYNX staff will provide a more in depth briefing on the project.

Osceola Kissimmee Corridor Alternatives Analysis Grant

On December 21st. LYNX and Osceola County were notified that we successfully secured \$800,000 through the FTA FY 2010 Discretionary Livability Funding Opportunity Alternatives Analysis Program for an Osceola Kissimmee Corridor Alternatives Analysis. This corridor abuts Walt Disney World and is lined with tourist-oriented businesses. The corridor is along US 192 in Kissimmee between the Florida Turnpike and SR 27. Current bus service is frequent in portions of the corridor. Congestion and tourist volumes are motivations for this project. Staff will provide a project schedule once the grant is ready to be awarded.

Monthly Report B: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Financial Reports
Monthly Financial Reports - November 30, 2010

Date: 1/27/2011

Please find attached the monthly financial report for the two months ending November 30, 2010. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the two months ending November 30, 2010 reflect total revenue earned in the amount of \$18,218,639 and total expenses incurred in the amount of \$17,013,712 resulting in a net operating profit of \$1,204,927.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$1,741,972 for the first two months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(537,045) for the first two months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 104%. Customer fares are at 113% of the budgeted amount year-to-date, and are 8% above the budget amount for the month of November. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 10.5% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX' continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through November 2010 for advertising on buses, shelters, and in-kind (trade) transactions are \$47,948, \$8,950, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

Although the LYNX is experiencing slight increases in the price of fuel, we are on target with the budget for the month of November due to less consumptions that anticipated. In the month of November, LYNX paid an average net price of \$2.42 (net) per gallon for diesel fuel and \$2.59 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel fuel price for the month of November 2010 was \$2.82 (net), which may be an indication of an anticipated increase in the price of fuel for LYNX throughout the year. We are currently \$7,294 under budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated for the month. In addition, expenses related to materials and supplies, other services, leases, taxes, and licenses are less than budgeted.

In addition, professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher than anticipated trips for the month of November 2010. Although the price of unleaded fuel for the month is under budget, the use of unleaded fuel is higher than anticipated for the month due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.22 (net) per gallon. The national unleaded fuel price for the month of November 2010 was \$2.62 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Purchased transportation costs year-to-date is higher than the amounts budgeted, our provider, MV Transportation, is currently providing 1.27 trips per hour. The FY2011 budget reflects 1.39 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	97,746	\$32.37	\$3,163,803
Budget (rounding)	101,222	\$28.70	\$2,904,682
Excess Trips/Costs	(3,476)	\$ 3.67	\$ 185,455

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF NOVEMBER 2010 AND THE TWO MONTHS ENDED NOVEMBER 30, 2010
(UNAUDITED)

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 3,563,850	\$ 4,033,385	113%	\$ 1,781,925	\$ 1,918,386	108%
Contract Services:						
Local Financial Assistance	1,401,124	1,356,332	97%	700,562	703,339	100%
Other Contractual Services	1,796,443	1,710,526	95%	898,222	838,392	93%
Advertising	292,500	68,496	23%	146,250	31,003	21%
Other Operating Income	56,144	56,898	101%	28,072	26,677	95%
Total Operating Revenues	<u>7,110,061</u>	<u>7,225,637</u>	102%	<u>3,555,031</u>	<u>3,517,797</u>	99%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	125,000	125,000	100%	62,500	62,500	100%
State of Florida	1,385,338	1,415,768	102%	692,669	707,891	102%
Local	6,200,976	6,200,974	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	3,597,072	2,556,264	71%	1,798,536	1,293,031	72%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	389,306	675,749	174%	194,653	334,506	172%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	25,000	15,281	61%	12,500	8,448	68%
Gain / (Loss) on Sale of Assets	-	3,966	N/A	-	(71)	N/A
Total Nonoperating Revenues	<u>11,722,692</u>	<u>10,993,002</u>	94%	<u>5,861,346</u>	<u>5,506,792</u>	94%
Total Revenues	<u>18,832,753</u>	<u>18,218,639</u>	97%	<u>9,416,377</u>	<u>9,024,589</u>	96%
OPERATING EXPENSES						
Salaries and Wages	6,576,266	6,399,786	97%	3,288,133	3,164,210	96%
Fringe Benefits	3,633,940	3,074,349	85%	1,816,970	1,631,202	90%
Purchased Transportation Services	3,188,576	3,337,179	105%	1,594,288	1,708,765	107%
Fuel	2,023,554	2,034,313	101%	1,011,777	1,000,370	99%
Other Materials and Supplies	949,675	829,602	87%	474,838	470,178	99%
Professional Services	765,244	106,174	14%	382,622	83,126	22%
Other Services	838,058	553,684	66%	419,029	316,931	76%
Lease and Miscellaneous Expenses	138,694	94,672	68%	69,347	60,126	87%
Casualty and Liability Insurance	345,544	179,867	52%	172,772	128,036	74%
Utilities	216,764	243,669	112%	108,382	112,606	104%
Taxes and Licenses	76,496	107,893	141%	38,248	76,819	201%
Interest Expense	79,942	52,524	66%	39,971	26,042	65%
Total Operating Expenses	<u>18,832,753</u>	<u>17,013,712</u>	90%	<u>9,416,377</u>	<u>8,778,411</u>	93%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 1,204,927</u>	N/A	<u>\$ -</u>	<u>\$ 246,178</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF NOVEMBER 2010 AND THE TWO MONTHS ENDED NOVEMBER 30, 2010
(UNAUDITED)

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 3,367,696	\$ 3,812,161	113%	\$ 1,683,848	\$ 1,810,588	108%
Contract Services:						
Local Financial Assistance	1,401,124	1,356,332	97%	700,562	703,339	100%
Other Contractual Services	382,485	420,613	110%	191,243	194,404	102%
Advertising	292,500	68,496	23%	146,250	31,003	21%
Other Income	56,144	56,898	101%	28,072	26,677	95%
Total Operating Revenues	<u>5,499,949</u>	<u>5,714,500</u>	104%	<u>2,749,975</u>	<u>2,766,011</u>	101%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	125,000	125,000	100%	62,500	62,500	100%
State of Florida	1,385,338	1,415,768	102%	692,669	707,891	102%
Local	4,923,046	4,923,044	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	3,014,862	2,227,720	74%	1,507,431	1,128,759	75%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	389,306	675,749	174%	194,653	334,506	172%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	25,000	15,281	61%	12,500	8,448	68%
Gain / (Loss) on the Sale of Assets	-	3,966	N/A	-	(71)	N/A
Total Nonoperating Revenues	<u>9,862,552</u>	<u>9,386,528</u>	95%	<u>4,931,276</u>	<u>4,703,555</u>	95%
Total Revenues	<u>15,362,501</u>	<u>15,101,028</u>	98%	<u>7,681,251</u>	<u>7,469,566</u>	97%
OPERATING EXPENSES						
Salaries and Wages	6,519,528	6,340,805	97%	3,259,764	3,136,260	96%
Fringe Benefits	3,598,702	3,042,223	85%	1,799,351	1,611,368	90%
Purchased Transportation Services	210,228	173,376	82%	105,114	87,023	83%
Fuel	1,737,620	1,730,326	100%	868,810	847,005	97%
Other Materials and Supplies	939,341	824,427	88%	469,671	465,423	99%
Professional Services	709,328	96,958	14%	354,664	73,910	21%
Other Services	811,252	493,279	61%	405,626	256,526	63%
Lease and Miscellaneous Expenses	136,082	94,598	70%	68,041	60,106	88%
Casualty and Liability Insurance	345,544	179,867	52%	172,772	128,036	74%
Utilities	206,682	231,993	112%	103,341	106,525	103%
Taxes and Licenses	68,252	98,680	145%	34,126	71,178	209%
Interest Expense	79,942	52,524	66%	39,971	26,042	65%
Total Operating Expenses	<u>15,362,501</u>	<u>13,359,056</u>	87%	<u>7,681,251</u>	<u>6,869,402</u>	89%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 1,741,972</u>	N/A	<u>\$ -</u>	<u>\$ 600,164</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF NOVEMBER 2010 AND THE TWO MONTHS ENDED NOVEMBER 30, 2010
(UNAUDITED)

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 196,154	\$ 221,224	113%	\$ 98,077	\$ 107,798	110%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	1,413,958	1,289,913	91%	706,979	643,988	91%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>1,610,112</u>	<u>1,511,137</u>	94%	<u>805,056</u>	<u>751,786</u>	93%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	1,277,930	1,277,930	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	582,210	328,544	0%	291,105	164,272	0%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>1,860,140</u>	<u>1,606,474</u>	86%	<u>930,070</u>	<u>803,237</u>	86%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>3,470,252</u>	<u>3,117,611</u>	90%	<u>1,735,126</u>	<u>1,555,023</u>	90%
OPERATING EXPENSES						
Salaries and Wages	56,738	58,981	104%	28,369	27,950	99%
Fringe Benefits	35,238	32,126	91%	17,619	19,834	113%
Purchased Transportation Services	2,978,348	3,163,803	106%	1,489,174	1,621,742	109%
Fuel	285,934	303,987	106%	142,967	153,365	107%
Other Materials and Supplies	10,334	5,175	50%	5,167	4,755	92%
Professional Services	55,916	9,216	16%	27,958	9,216	33%
Other Services	26,806	60,405	225%	13,403	60,405	451%
Lease and Miscellaneous Expenses	2,612	74	3%	1,306	20	2%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	10,082	11,676	116%	5,041	6,081	121%
Taxes and Licenses	8,244	9,213	112%	4,122	5,641	137%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>3,470,252</u>	<u>3,654,656</u>	105%	<u>1,735,126</u>	<u>1,909,009</u>	110%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ (537,045)</u>	N/A	<u>\$ -</u>	<u>\$ (353,986)</u>	N/A

Monthly Report C: Financial Reports

To:	LYNX Board Of Directors
From:	Bert Francis CHIEF FINANCIAL OFFICER Blanche Sherman (Technical Contact)
Phone:	407.841.2279 ext: 6047
Item Name:	Financial Reports Monthly Financial Reports - October 31, 2011
Date:	1/27/2011

Please find attached the monthly financial report for the one month ending October 31, 2010. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the one month ending October 31, 2010 reflect total revenue earned in the amount of \$9,194,050 and total expenses incurred in the amount of \$8,235,301 resulting in a net operating profit of \$958,749.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$1,141,808 for the first month of the fiscal year.
- Paratransit services resulted in an operating loss of \$(183,059) for the first month of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 107%. Customer fares are 119% of the budgeted amount year-to-date and for the month of October. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 9.0% year-over-year for the month, October is typically the highest ridership month of the year.

LYNX' continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through October 2010 for advertising on buses, shelters, and in-kind (trade) transactions are \$33,018, \$4,475, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

For the first time this year, LYNX experienced an increase in the price of fuel, which is over budget by approximately 2% for the first month of the fiscal year due to high prices and

consumption. In the month of October, LYNX paid an average net price of \$2.35 (net) per gallon for diesel fuel and \$2.54 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel fuel price for the month of October 2010 was \$2.73 (net), which may be an indication of an anticipated increase in the price of fuel for LYNX throughout the year. We are currently \$14,511 over budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated for the month. In addition, expenses related to materials and supplies, other services, leases, taxes, and licenses are less than budgeted.

In addition, professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher than anticipated trips for the month of October 2010. Although the price of unleaded fuel for the month is under budget, the use of unleaded fuel is higher than anticipated for the month due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.17 (net) per gallon. The national unleaded fuel price for the month of October 2010 was \$2.56 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Purchased transportation costs year-to-date is higher than the amounts budgeted, our provider, MV Transportation, is currently providing 1.26 trips per hour. The FY2011 budget reflects 1.39 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	48,271	\$31.95	\$1,542,061
Budget (rounding)	50,611	\$28.70	\$1,452,341
Excess Trips/Costs	(2,340)	\$ 3.25	\$ 89,720

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF OCTOBER 2010 AND THE ONE MONTH ENDED OCTOBER 31, 2010
(UNAUDITED)

	Year to Date			Month of October		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,781,925	\$ 2,114,999	119%	\$ 1,781,925	\$ 2,114,999	119%
Contract Services:						
Local Financial Assistance	700,562	652,993	93%	700,562	652,993	93%
Other Contractual Services	898,221	872,134	97%	898,221	872,134	97%
Advertising	146,250	37,493	26%	146,250	37,493	26%
Other Operating Income	28,072	30,221	108%	28,072	30,221	108%
Total Operating Revenues	<u>3,555,030</u>	<u>3,707,840</u>	104%	<u>3,555,030</u>	<u>3,707,840</u>	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	62,500	62,500	100%	62,500	62,500	100%
State of Florida	692,669	707,877	102%	692,669	707,877	102%
Local	3,100,488	3,100,487	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,798,536	1,263,233	70%	1,798,536	1,263,233	70%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	194,653	341,243	175%	194,653	341,243	175%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	12,500	6,833	55%	12,500	6,833	55%
Gain / (Loss) on Sale of Assets	-	4,037	N/A	-	4,037	N/A
Total Nonoperating Revenues	<u>5,861,346</u>	<u>5,486,210</u>	94%	<u>5,861,346</u>	<u>5,486,210</u>	94%
Total Revenues	<u>9,416,376</u>	<u>9,194,050</u>	98%	<u>9,416,376</u>	<u>9,194,050</u>	98%
OPERATING EXPENSES						
Salaries and Wages	3,288,133	3,235,576	98%	3,288,133	3,235,576	98%
Fringe Benefits	1,816,970	1,443,147	79%	1,816,970	1,443,147	79%
Purchased Transportation Services	1,594,288	1,628,414	102%	1,594,288	1,628,414	102%
Fuel	1,011,777	1,033,943	102%	1,011,777	1,033,943	102%
Other Materials and Supplies	474,837	359,424	76%	474,837	359,424	76%
Professional Services	382,622	23,048	6%	382,622	23,048	6%
Other Services	419,029	236,753	57%	419,029	236,753	57%
Lease and Miscellaneous Expenses	69,347	34,546	50%	69,347	34,546	50%
Casualty and Liability Insurance	172,772	51,831	30%	172,772	51,831	30%
Utilities	108,382	131,063	121%	108,382	131,063	121%
Taxes and Licenses	38,248	31,074	81%	38,248	31,074	81%
Interest Expense	39,971	26,482	66%	39,971	26,482	66%
Total Operating Expenses	<u>9,416,376</u>	<u>8,235,301</u>	87%	<u>9,416,376</u>	<u>8,235,301</u>	87%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 958,749</u>	N/A	<u>\$ -</u>	<u>\$ 958,749</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF OCTOBER 2010 AND THE ONE MONTH ENDED OCTOBER 31, 2010
(UNAUDITED)

	Year to Date			Month of October		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,683,848	\$ 2,001,573	119%	\$ 1,683,848	\$ 2,001,573	119%
Contract Services:						
Local Financial Assistance	700,562	652,993	93%	700,562	652,993	93%
Other Contractual Services	191,242	226,209	118%	191,242	226,209	118%
Advertising	146,250	37,493	26%	146,250	37,493	26%
Other Income	28,072	30,221	108%	28,072	30,221	108%
Total Operating Revenues	<u>2,749,974</u>	<u>2,948,489</u>	107%	<u>2,749,974</u>	<u>2,948,489</u>	107%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	62,500	62,500	100%	62,500	62,500	100%
State of Florida	692,669	707,877	102%	692,669	707,877	102%
Local	2,461,523	2,461,522	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,507,431	1,098,961	73%	1,507,431	1,098,961	73%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	194,653	341,243	175%	194,653	341,243	175%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	12,500	6,833	55%	12,500	6,833	55%
Gain / (Loss) on the Sale of Assets	-	4,037	N/A	-	4,037	N/A
Total Nonoperating Revenues	<u>4,931,276</u>	<u>4,682,973</u>	95%	<u>4,931,276</u>	<u>4,682,973</u>	95%
Total Revenues	<u>7,681,250</u>	<u>7,631,462</u>	99%	<u>7,681,250</u>	<u>7,631,462</u>	99%
OPERATING EXPENSES						
Salaries and Wages	3,259,764	3,204,545	98%	3,259,764	3,204,545	98%
Fringe Benefits	1,799,351	1,430,855	80%	1,799,351	1,430,855	80%
Purchased Transportation Services	105,114	86,353	82%	105,114	86,353	82%
Fuel	868,810	883,321	102%	868,810	883,321	102%
Other Materials and Supplies	469,670	359,004	76%	469,670	359,004	76%
Professional Services	354,664	23,048	6%	354,664	23,048	6%
Other Services	405,626	236,753	58%	405,626	236,753	58%
Lease and Miscellaneous Expenses	68,041	34,492	51%	68,041	34,492	51%
Casualty and Liability Insurance	172,772	51,831	30%	172,772	51,831	30%
Utilities	103,341	125,468	121%	103,341	125,468	121%
Taxes and Licenses	34,126	27,502	81%	34,126	27,502	81%
Interest Expense	39,971	26,482	66%	39,971	26,482	66%
Total Operating Expenses	<u>7,681,250</u>	<u>6,489,654</u>	84%	<u>7,681,250</u>	<u>6,489,654</u>	84%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 1,141,808</u>	N/A	<u>\$ -</u>	<u>\$ 1,141,808</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF OCTOBER 2010 AND THE ONE MONTH ENDED OCTOBER 31, 2010
(UNAUDITED)

	Year to Date			Month of October		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 98,077	\$ 113,426	116%	\$ 98,077	\$ 113,426	116%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	706,979	645,925	91%	706,979	645,925	91%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>805,056</u>	<u>759,351</u>	94%	<u>805,056</u>	<u>759,351</u>	94%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	638,965	638,965	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	291,105	164,272	0%	291,105	164,272	0%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>930,070</u>	<u>803,237</u>	86%	<u>930,070</u>	<u>803,237</u>	86%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>1,735,126</u>	<u>1,562,588</u>	90%	<u>1,735,126</u>	<u>1,562,588</u>	90%
OPERATING EXPENSES						
Salaries and Wages	28,369	31,031	109%	28,369	31,031	109%
Fringe Benefits	17,619	12,292	70%	17,619	12,292	70%
Purchased Transportation Services	1,489,174	1,542,061	104%	1,489,174	1,542,061	104%
Fuel	142,967	150,622	105%	142,967	150,622	105%
Other Materials and Supplies	5,167	420	8%	5,167	420	8%
Professional Services	27,958	-	N/A	27,958	-	N/A
Other Services	13,403	-	N/A	13,403	-	N/A
Lease and Miscellaneous Expenses	1,306	54	4%	1,306	54	4%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	5,041	5,595	111%	5,041	5,595	111%
Taxes and Licenses	4,122	3,572	87%	4,122	3,572	87%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>1,735,126</u>	<u>1,745,647</u>	101%	<u>1,735,126</u>	<u>1,745,647</u>	101%
OPERATING GAIN / (LOSS)	\$ <u>-</u>	\$ <u>(183,059)</u>	N/A	\$ <u>-</u>	\$ <u>(183,059)</u>	N/A

Monthly Report D: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6058

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

Date: 1/27/2011

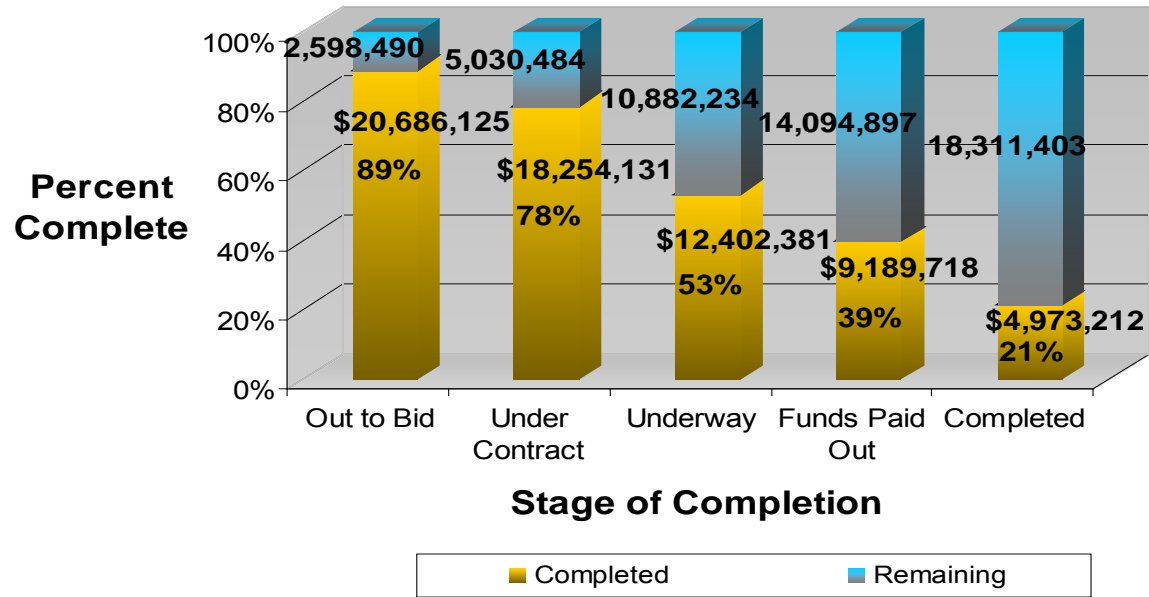
Work being completed as part of the American Recovery and Reinvestment Act (ARRA) is well underway. As of November 30, 2010, LYNX has encumbered \$13.4 million, or 42% of the \$31.5 million awarded. A total of \$12.1 million, or 38%, of the work has been completed and paid out. Individual projects funded by ARRA include adding shelters throughout the service area, procuring hybrid buses for the LYMMO service and new Paratransit vehicles, along with upgrading our facilities to include brake testing, generators and a new paint booth at the LYNX Operations Center (LOC), among others.

The LOC Parking Lot Addition work is nearing completion. The LOC Emergency Generators/Paint Booth/Building Upgrades contract was awarded and work began on January 4, 2010. Additional Paratransit vehicles and Circulator vehicles are being ordered. The upgrade of energy-efficient lighting at LCS is being issued for bid in mid-January. Bus passenger shelters are continuously being manufactured and installed. For a complete list of projects and their individual status, please see the Table below.

The following table and chart show, on a cumulative basis, the status and stage of completion of each specific ARRA project as of November 30, 2010. The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed. Also included is the amount of ARRA funds paid out to date, number of jobs created/retained and the associated hours worked and payroll (see Table of LYNX' Project Status).

LYNX Progress Chart and Table for ARRA projects as of November 30, 2010:

Recovery Act Funds Associated With Projects (\$23,284,615)



LYNX Board Agenda



LYNX AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) TRANSPORTATION & INFRASTRUCTURE COMMITTEE REPORT DATA REPORTED THROUGH NOVEMBER 30, 2010

PROJECT	Recovery Act Funds Allocated	Recovery Act Funds Obligated	Recovery Act Funds Paid Out	Number of Projects Paid Out to Bid	Funds Associated with Projects Paid Out to Bid	Number of Projects Under Contract	Funds Associated with Projects Under Contract	Number of Projects in which Work Has Begun	Funds Associated with Projects in which Work Has Begun	Number of Completed Projects	Funds Associated with Completed Projects	Direct Projects
Emergency Generators	872,770	67,892	66,188	1	872,770	1	67,892	1	67,892	-	-	-
Roller Brake Dynamometer	175,000	92,745	92,745	1	175,000	1	92,745	1	92,745	1	92,745	-
Paint Booth	225,523	-	-	1	225,523	-	-	-	-	-	-	-
Parking Lot Improvements - LOC	400,000	87,865	74,489	2	400,000	2	408,226	1	87,865	-	-	-
Elect/Mech Improvements	259,764	320,532	-	1	259,764	-	-	1	320,532	-	-	-
Bus Shelters (Counties & City)	7,857,651	3,688,863	1,885,096	1	7,857,650	1	7,857,650	1	3,688,863	-	-	-
Fare Payment System Upgrade	937,710	-	-	-	-	-	-	-	-	-	-	-
Bus Surveillance/Cameras	1,545,340	-	-	1	1,545,340	1	1,477,835	-	-	-	-	-
Kissimmee Transfer Ctr Design	200,000	-	-	1	200,000	1	200,000	-	-	-	-	-
Rosemont Transfer Center	416,083	8,327	-	1	8,327	1	8,327	1	8,327	-	-	-
West Oaks Transfer Center	416,083	15,987	7,660	1	15,987	1	15,987	1	15,987	-	-	-
Sanford Transfer Center	416,083	12,156	3,830	1	12,156	1	12,156	1	12,156	-	-	-
Integrate CCTV System	449,000	-	-	-	-	-	-	-	-	-	-	-
LYMMO Buses	5,000,000	4,608,617	4,590,437	1	5,000,000	1	4,613,917	1	4,608,617	1	4,608,617	-
Circulator Vehicles	451,608	-	-	1	451,608	-	-	-	-	-	-	-
Paratransit Vehicles	3,220,000	3,213,175	2,197,125	1	3,220,000	1	3,213,175	1	3,213,175	-	-	-
Energy Eff Lighting Upgrade	125,000	10,272	298	1	125,000	1	10,272	1	10,272	-	-	-
Energy Eff/Sec Window Film	192,000	151,711	147,612	1	192,000	1	151,711	1	151,711	1	147,612	-
Duct Disinfecting System	125,000	124,238	124,238	1	125,000	1	124,238	1	124,238	1	124,238	-
LYNX PROJECTS	23,284,615	12,402,381	9,189,718	18	20,686,125	15	18,254,131	13	12,402,381	4	4,973,212	
Urban Preventative Maint	4,890,000	815,000	815,000	1	4,890,000	1	407,500	1	815,000	-	-	-
Urban Cap Cost of Contracting	1,000,000	-	-	1	1,000,000	-	-	-	-	-	-	-
Project Administration	400,000	204,772	174,554	1	400,000	1	204,772	1	204,772	-	-	-
SUBTOTAL Urban Grant	29,574,615	13,422,153	10,179,273	21	26,976,125	17	18,866,403	15	13,422,153	4	4,973,212	
*Rural Preventative Maint	534,468	-	1,951,270	-	-	-	-	-	-	-	-	-
Rural Cap Cost of Contracting	1,416,802	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL Rural Grant	1,951,270	-	1,951,270	-	-	-	-	-	-	-	-	
TOTALS	31,525,885	13,422,153	12,130,543	21	26,976,125	17	18,866,403	15	13,422,153	4	4,973,212	

Monthly Report E: Ridership Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6058

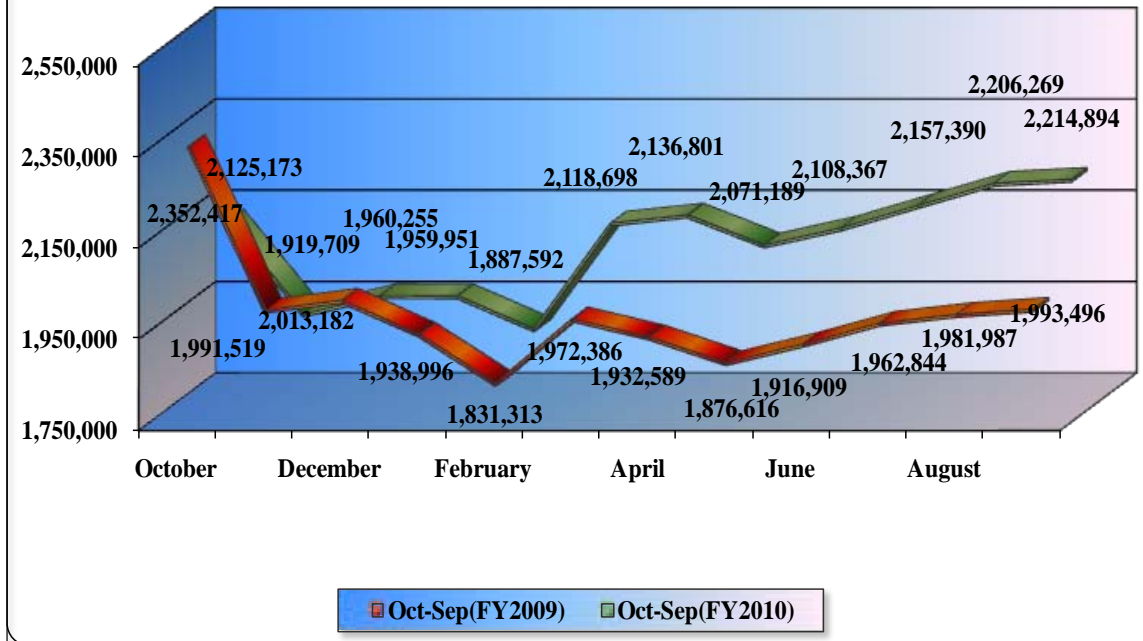
Item Name: Ridership Report
Monthly Ridership Report For September 2010 (Fiscal Year Ending) and
October & November 2010

Date: 1/27/2011

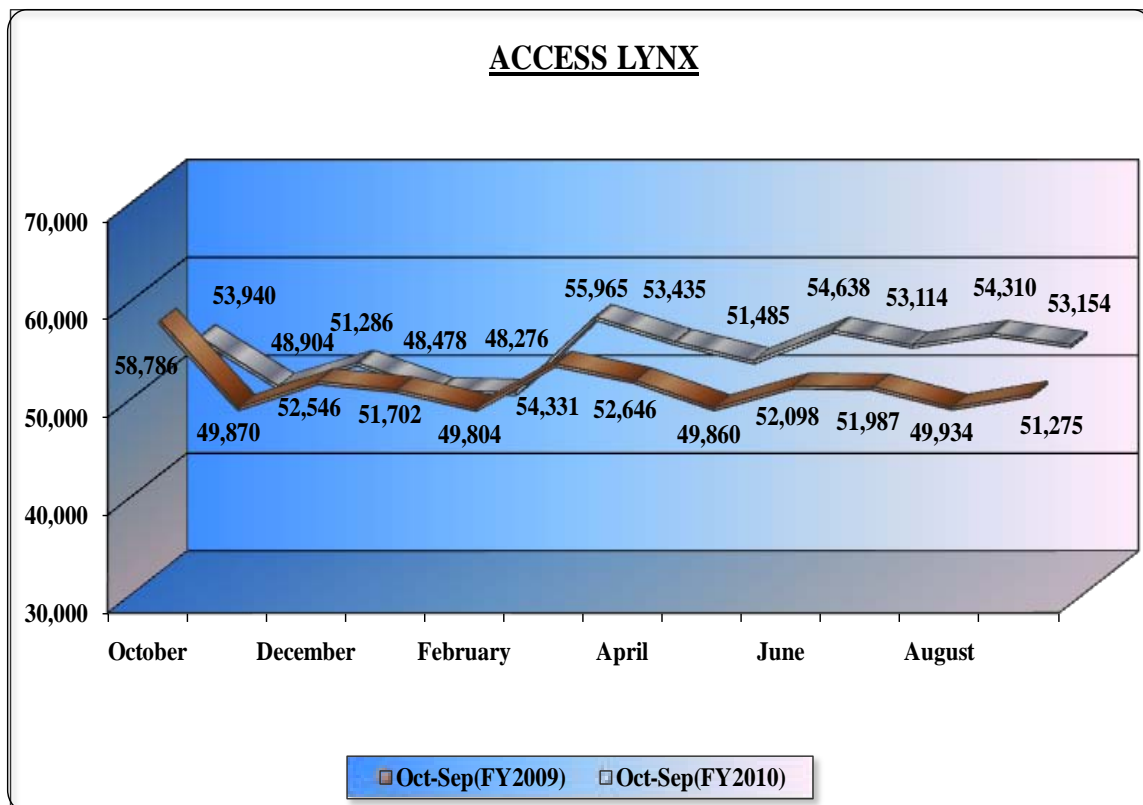
Year to date (October – September) Final

<i>Service Mode</i>	<i>Oct-Sep(FY2009)</i>	<i>Oct-Sep(FY2010)</i>	<i>% Change</i>
LYMMO	1,257,184	1,180,712	-6.08%
Fixed Route	22,445,651	23,562,960	4.98%
Pick Up Line	61,419	122,616	99.64%
SUBTOTAL - FIXED ROUTE	23,764,254	24,866,288	4.64%
Special Shuttles	44,985	37,032	-17.68%
ACCESS LYNX	624,839	626,985	0.34%
VanPlan	182,361	189,592	3.97%
SUBTOTAL - OTHER SERVICES	852,185	853,609	0.17%
TOTAL ALL SERVICES	24,616,439	25,719,897	4.48%

FIXED ROUTE



ACCESS LYNX



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>September-09</i>	<i>September-10</i>	<i>% Change</i>
LYMMO	Weekday	4,083	3,925	-3.86%
	Saturday	1,112	859	-22.79%
	Sunday	782	1,050	34.25%
All Other Links	Weekday	74,000	82,235	11.13%
	Saturday	48,407	55,976	15.64%
	Sunday	28,632	32,329	12.91%
Total Fixed Route	Weekday	78,083	86,160	10.34%
	Saturday	49,519	56,835	14.77%
	Sunday	29,414	33,379	13.48%
ACCESS LYNX	Weekday	2,168	2,631	21.36%
	Saturday	1,050	1,161	10.62%
	Sunday	302	369	22.20%
Pick Up Line	Weekday	372	489	31.41%
	Saturday	201	258	28.36%
VanPlan	Weekday	670	729	8.71%
	Saturday	104	104	0.48%
	Sunday	89	89	0.56%
TOTAL LYNX SERVICES	Weekday	81,293	90,009	10.72%
	Saturday	50,873	58,358	14.71%
	Sunday	29,804	33,837	13.53%

The following new links began service in December 2009:

Link 306 – Poinciana/Downtown Disney Westside Transfer Center

Link 612 – Winter Garden Pick Up Line

Link 622 – Oviedo Pick Up Line

The following new links began service in April 2010:

Link 641 – Williamsburg PickUpLine

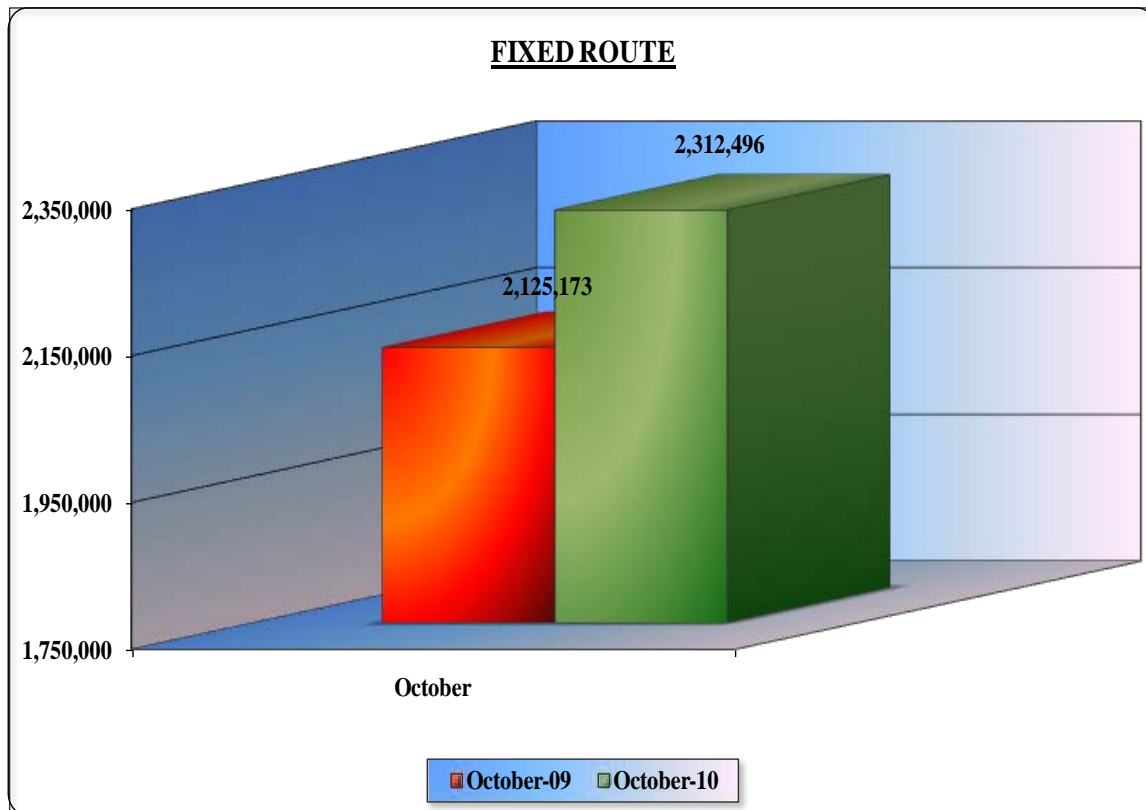
LYNX Monthly Ridership

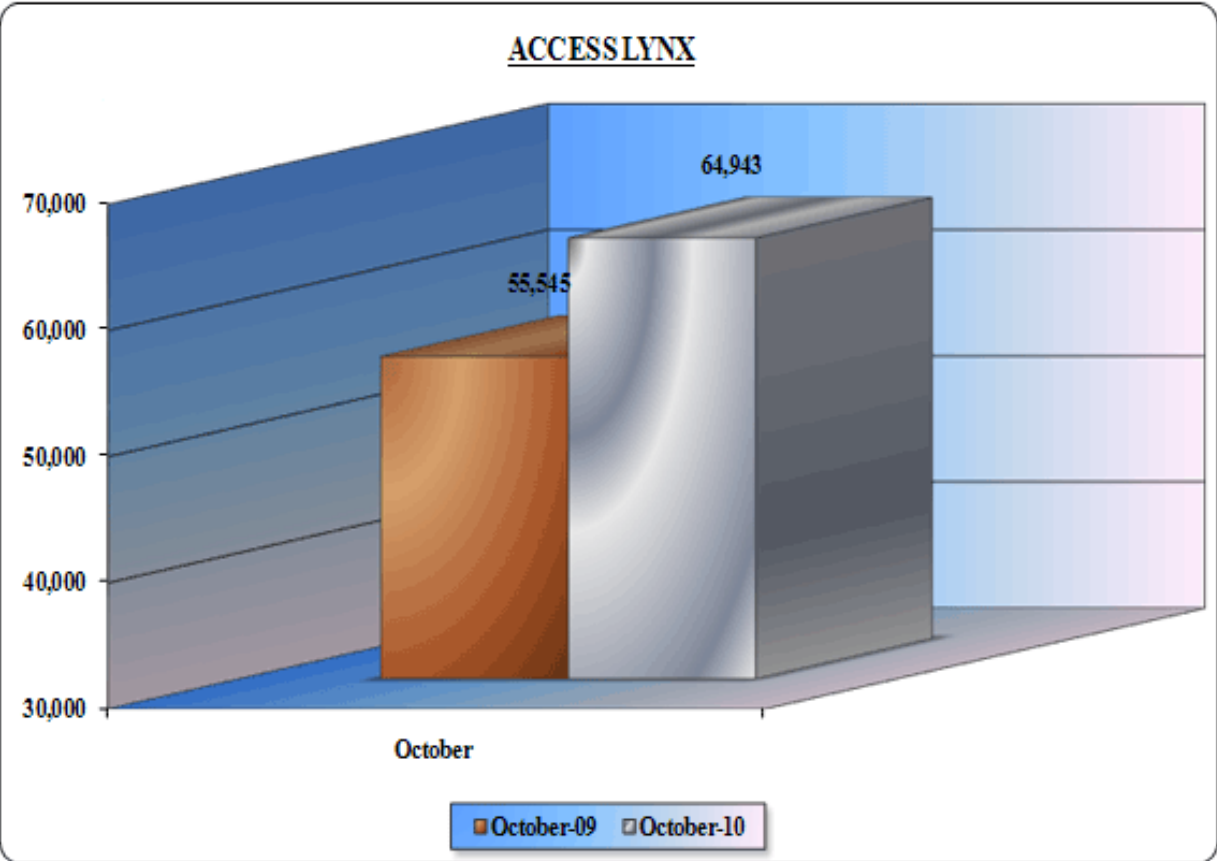
Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	-	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
VanPlan	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897
% Change From Fiscal Year 2009 To Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	0.2%	-0.2%	-1.2%	1.6%	-21.1%	-0.2%	-2.0%	-9.3%	-11.8%	-6.0%	-13.8%	-6.5%	-6.1%
Fixed Route	-10.5%	-4.1%	-3.1%	0.7%	4.2%	7.5%	11.0%	11.5%	11.2%	10.8%	12.8%	11.9%	5.0%
Pick Up Line	1032.0%	1060.3%	350.9%	176.3%	133.9%	123.6%	139.5%	58.3%	41.5%	17.1%	19.6%	31.2%	99.6%
SUBTOTAL - FIXED ROUTE	-9.7%	-3.6%	-2.6%	1.1%	3.1%	7.4%	10.6%	10.4%	10.0%	9.9%	11.3%	11.1%	4.6%
Special Shuttles	-99.1%	9.0%	12.7%	-9.7%	-66.7%		500.0%	254.5%				12.1%	-17.7%
ACCESS LYNX	-8.2%	-1.9%	-2.4%	-6.2%	-3.1%	3.0%	1.5%	3.3%	4.9%	2.2%	8.8%	3.7%	0.3%
VanPlan	-10.9%	-0.8%	4.1%	-0.7%	9.4%	10.3%	3.3%	9.4%	2.2%	3.9%	12.3%	8.3%	4.0%
SUBTOTAL - OTHER SERVICES	-16.7%	-0.8%	0.3%	-6.2%	-0.6%	4.7%	2.0%	4.9%	4.2%	2.6%	9.6%	4.7%	0.2%
TOTAL ALL SERVICES	-9.9%	-3.5%	-2.5%	0.8%	2.9%	7.3%	10.3%	10.2%	9.8%	9.7%	11.3%	10.9%	4.5%
Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958	107,677	113,928	97,397	1,257,184
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719	1,846,546	1,859,440	1,887,488	22,445,651
Pick Up Line	785	672	2,088	3,711	4,448	5,412	5,007	6,213	7,232	8,621	8,619	8,611	61,419
SUBTOTAL - FIXED ROUTE	2,352,417	1,991,519	2,013,182	1,938,996	1,831,313	1,972,386	1,932,589	1,876,616	1,916,909	1,962,844	1,981,987	1,993,496	23,764,254
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0	0	0	33	44,985
ACCESS LYNX	58,786	49,870	52,546	51,702	49,804	54,331	52,646	49,860	52,098	51,987	49,934	51,275	624,839
VanPlan	17,488	14,520	14,030	15,783	14,068	15,706	15,606	13,788	15,714	15,332	14,808	15,518	182,361
SUBTOTAL - OTHER SERVICES	83,579	70,386	73,943	91,439	64,118	70,037	68,259	63,725	67,812	67,319	64,742	66,826	852,185
TOTAL ALL SERVICES	2,435,996	2,061,905	2,087,125	2,030,435	1,895,431	2,042,423	2,000,848	1,940,341	1,984,721	2,030,163	2,046,729	2,060,322	24,616,439

* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

Year to date (October) Final

<i>Service Mode</i>	<i>October-09</i>	<i>October-10</i>	<i>% Change</i>
LYMMO	105,428	104,083	-1.28%
Fixed Route	2,010,859	2,196,782	9.25%
Pick Up Line	8,886	11,631	30.89%
SUBTOTAL - FIXED ROUTE	2,125,173	2,312,496	8.81%
Special Shuttles	65	13	-80.00%
ACCESS LYNX	55,545	64,943	16.92%
VanPlan	15,586	16,444	5.50%
SUBTOTAL - OTHER SERVICES	71,196	81,400	14.33%
TOTAL ALL SERVICES	2,196,369	2,393,896	8.99%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>October-09</i>	<i>October-10</i>	<i>% Change</i>
LYMMO	Weekday	4,382	4,404	0.50%
	Saturday	1,137	1,439	26.56%
	Sunday	836	882	5.56%
All Other Links	Weekday	74,472	83,090	11.57%
	Saturday	51,302	57,196	11.49%
	Sunday	28,991	33,181	14.45%
Total Fixed Route	Weekday	78,854	87,494	10.96%
	Saturday	52,439	58,635	11.81%
	Sunday	29,827	34,063	14.20%
ACCESS LYNX	Weekday	2,227	2,723	22.26%
	Saturday	1,057	1,164	10.11%
	Sunday	315	387	23.18%
Pick Up Line	Weekday	360	494	37.13%
	Saturday	191	250	30.83%
VanPlan	Weekday	692	735	6.16%
	Saturday	106	100	-5.28%
	Sunday	92	103	12.23%
TOTAL LYNX SERVICES	Weekday	82,134	91,446	11.34%
	Saturday	53,794	60,149	11.81%
	Sunday	30,233	34,554	14.29%

The following new links began service in December 2009:

- Link 306 – Poinciana/Downtown Disney Westside Transfer Center
- Link 612 – Winter Garden Pick Up Line
- Link 622 – Oviedo Pick Up Line

The following new links began service in April 2010:

- Link 641 – Williamsburg PickUpLine

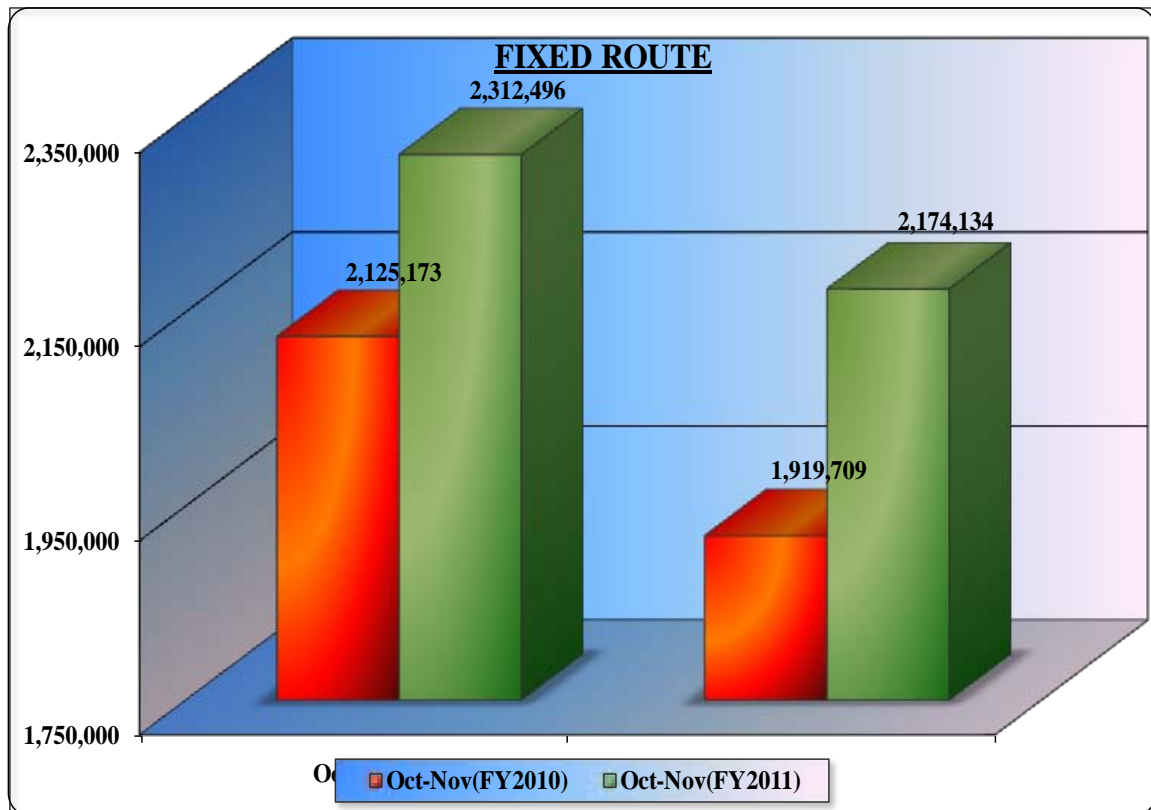
LYNX Monthly Ridership

Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	104,083												104,083
Fixed Route	2,196,782												2,196,782
Pick Up Line	11,631												11,631
SUBTOTAL - FIXED ROUTE	2,312,496												2,312,496
Special Shuttles	13												13
ACCESS LYNX	64,943												64,943
VanPlan	16,444												16,444
SUBTOTAL - OTHER SERVICES	81,400												81,400
TOTAL ALL SERVICES	2,393,896												2,393,896
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-1.3%												-1.3%
Fixed Route	9.2%												9.2%
Pick Up Line	30.9%												30.9%
SUBTOTAL - FIXED ROUTE	8.8%												8.8%
Special Shuttles	-80.0%												-80.0%
ACCESS LYNX	16.9%												16.9%
VanPlan	5.5%												5.5%
SUBTOTAL - OTHER SERVICES	14.3%												14.3%
TOTAL ALL SERVICES	9.0%												9.0%
Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	8,221	9,415	9,995	10,403	12,100	11,563	9,834	10,234	9,634	10,308	11,298	121,891
SUBTOTAL - FIXED ROUTE	2,125,173	1,920,133	1,960,256	1,959,692	1,887,592	2,118,698	2,136,373	2,071,189	2,108,367	2,156,927	2,206,269	2,214,894	24,865,563
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	55,545	52,914	60,411	58,276	58,279	67,760	64,924	61,028	62,292	62,736	64,104	63,998	732,267
VanPlan	15,586	14,398	14,692	15,657	15,394	17,568	16,111	15,102	16,036	16,110	16,562	16,824	190,040
SUBTOTAL - OTHER SERVICES	71,196	73,850	83,404	95,565	73,755	85,344	81,077	76,403	78,329	78,846	80,711	80,859	959,339
TOTAL ALL SERVICES	2,196,369	1,993,983	2,043,660	2,055,257	1,961,347	2,204,042	2,217,450	2,147,592	2,186,696	2,235,773	2,286,980	2,295,753	25,824,902

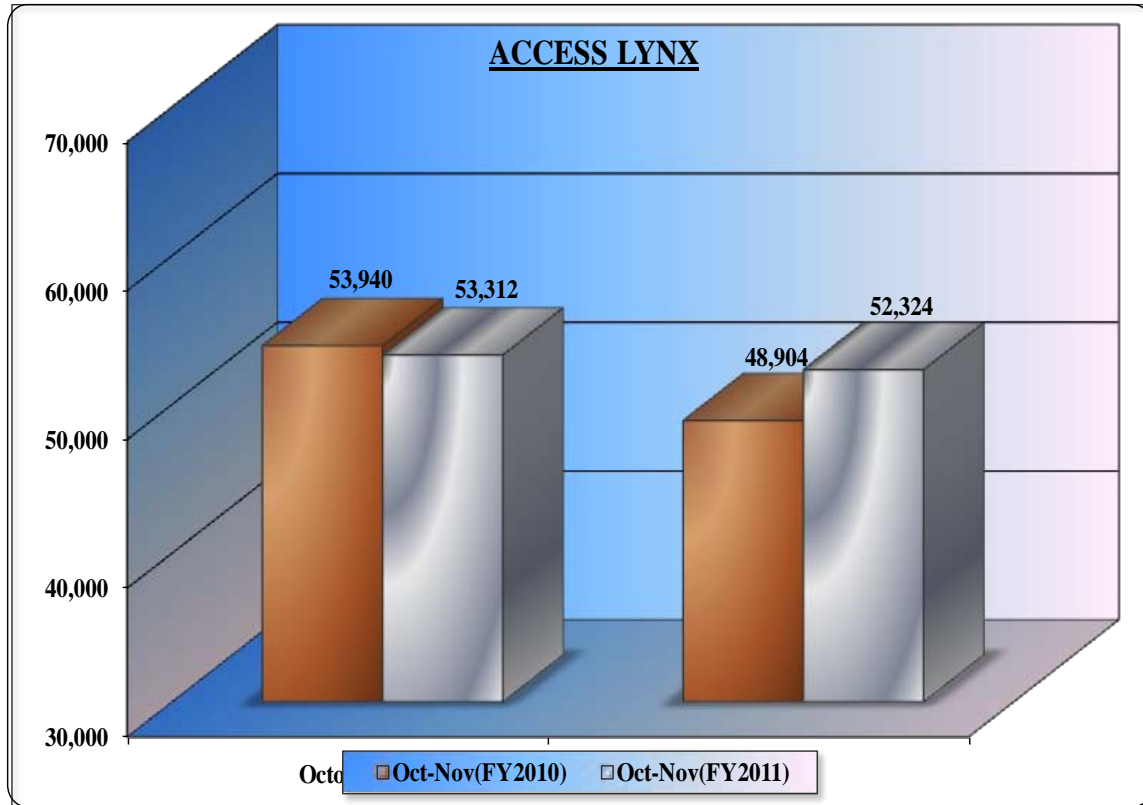
* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

Year to date (October - November) Final

<i>Service Mode</i>	<i>Oct-Nov(FY2010)</i>	<i>Oct-Nov(FY2011)</i>	<i>% Change</i>
LYMMO	192,970	207,223	7.39%
Fixed Route	3,835,229	4,256,924	11.00%
Pick Up Line	16,683	22,483	34.77%
SUBTOTAL - FIXED ROUTE	4,044,882	4,486,630	10.92%
Special Shuttles	6,603	31	-99.53%
ACCESS LYNX	102,844	105,636	2.71%
VanPlan	29,982	32,042	6.87%
SUBTOTAL - OTHER SERVICES	139,429	137,709	-1.23%
TOTAL ALL SERVICES	4,184,311	4,624,339	10.52%



LYNX Board Agenda



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>November-09</i>	<i>November-10</i>	<i>% Change</i>
LYMMO	Weekday	3,871	4,509	16.46%
	Saturday	1,258	1,030	-18.10%
	Sunday	847	868	2.50%
All Other Links	Weekday	73,022	80,271	9.93%
	Saturday	49,410	55,012	11.34%
	Sunday	27,709	30,872	11.42%
Total Fixed Route	Weekday	76,894	84,780	10.26%
	Saturday	50,668	56,042	10.61%
	Sunday	28,556	31,740	11.15%
ACCESS LYNX	Weekday	2,230	2,592	16.21%
	Saturday	1,058	1,112	5.06%
	Sunday	368	427	15.77%
Pick Up Line	Weekday	343	473	38.04%
	Saturday	255	228	-10.59%
VanPlan	Weekday	650	677	4.09%
	Saturday	77	93	20.78%
	Sunday	88	106	19.89%
TOTAL LYNX SERVICES	Weekday	80,117	88,522	10.49%
	Saturday	52,058	57,475	10.41%
	Sunday	29,012	32,272	11.24%

The following new links began service in December 2009:

- Link 306 – Poinciana/Downtown Disney Westside Transfer Center
- Link 612 – Winter Garden Pick Up Line
- Link 622 – Oviedo Pick Up Line

The following new links began service in April 2010:

- Link 641 – Williamsburg PickUpLine

LYNX Monthly Ridership

Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	104,083	103,140											207,223
Fixed Route	2,196,782	2,060,142											4,256,924
Pick Up Line	11,631	10,852											22,483
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134											4,486,630
Special Shuttles	13	18											31
ACCESS LYNX	53,312	52,324											105,636
VanPlan	16,444	15,598											32,042
SUBTOTAL - OTHER SERVICES	69,769	67,940											137,709
TOTAL ALL SERVICES	2,382,265	2,242,074											4,624,339
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-1.3%	17.8%											7.4%
Fixed Route	9.2%	12.9%											11.0%
Pick Up Line	30.9%	39.2%											34.8%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%											10.9%
Special Shuttles	-80.0%	-99.7%											-99.5%
ACCESS LYNX	-1.2%	7.0%											2.7%
VanPlan	5.5%	8.3%											6.9%
SUBTOTAL - OTHER SERVICES	0.3%	-2.7%											-1.2%
TOTAL ALL SERVICES	8.5%	12.7%											10.5%
Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
VanPlan	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

Monthly Report F: Communications Report

To:	LYNX Board Of Directors
From:	Edward Johnson CHIEF ADMINISTRATIVE OFFICER Maria Colon (Technical Contact) William Fay (Technical Contact) Matthew Friedman (Technical Contact)
Phone:	407.841.2279 ext: 6058
Item Name:	Communication Division Report
Date:	1/27/2011

November – December 2010

Nov. 3...WFTV-TV/Channel 9 placed a public records request about the background check policy in the MV contract.

Nov. 3...Orlando Sentinel called requesting DDB cost for LYMMO advertising.

Nov. 4... Did interviews or provided information regarding Kissimmee bus accident to Orlando Sentinel, WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX35.

Nov. 5... Did interviews or provided information regarding Kissimmee bus accident to WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX35.

Nov. 5...Orlando Sentinel public records request for operator file involved in Kissimmee accident.

Nov. 6...Orlando Sentinel story on child killed in Kissimmee accident.

Nov. 8...Orlando Sentinel mention in story on Amway Center costs for DDB.

Nov. 10...Orlando Sentinel mention in story on homeless assistance at Orange County Library.

Nov. 10...Sent press release on John Lewis Jr. signing CEO contract.

Nov. 10...Did interviews or provided information regarding Kissimmee bus accident to WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX35.

Nov. 11...Orlando Sentinel printed story on John Lewis Jr. being named CEO.

Nov. 11...Orlando Business Journal printed story on John Lewis Jr. being named CEO.

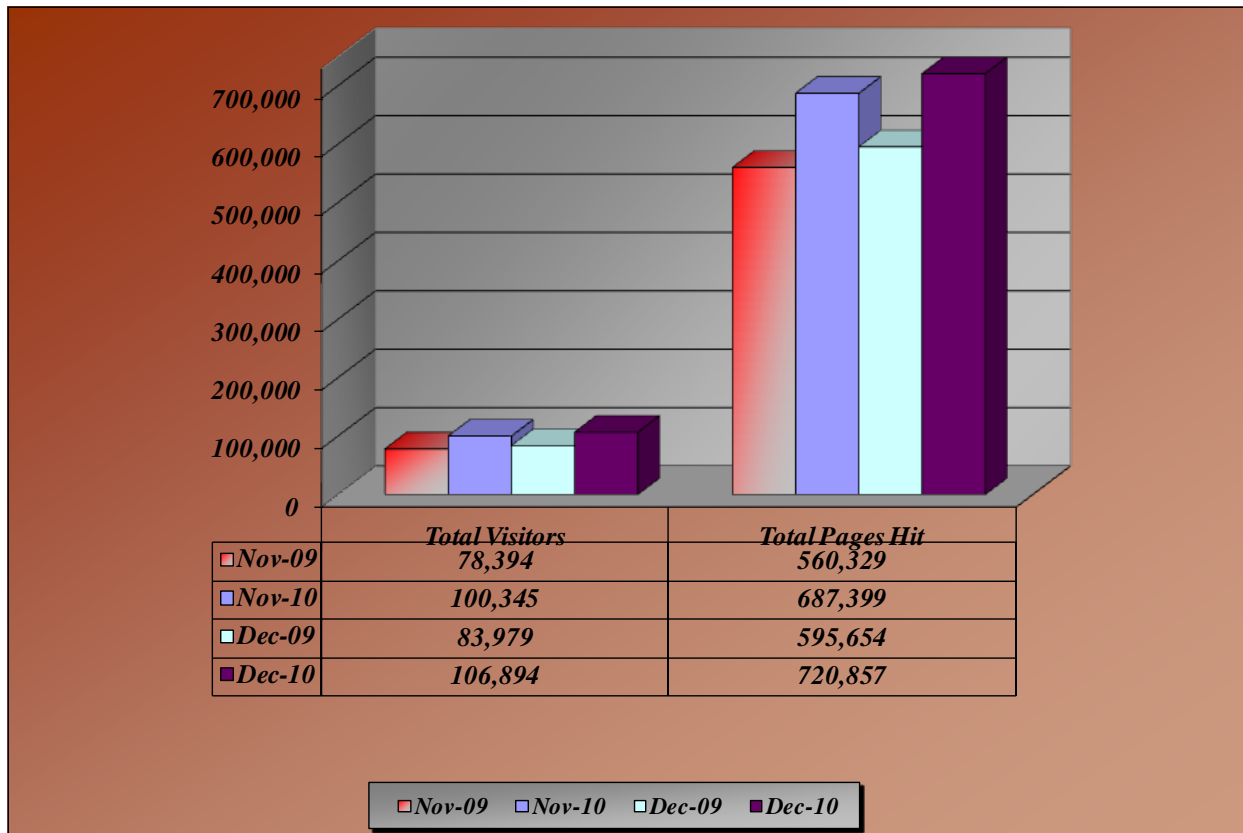
Nov. 11...Orlando Sentinel printed story on Kissimmee bus accident. Called in a correction regarding headline.

Nov. 11...WKMG-TV filed public records request for operator file involved in Kissimmee accident.

Nov. 12...La Prensa interview regarding Kissimmee bus accident.

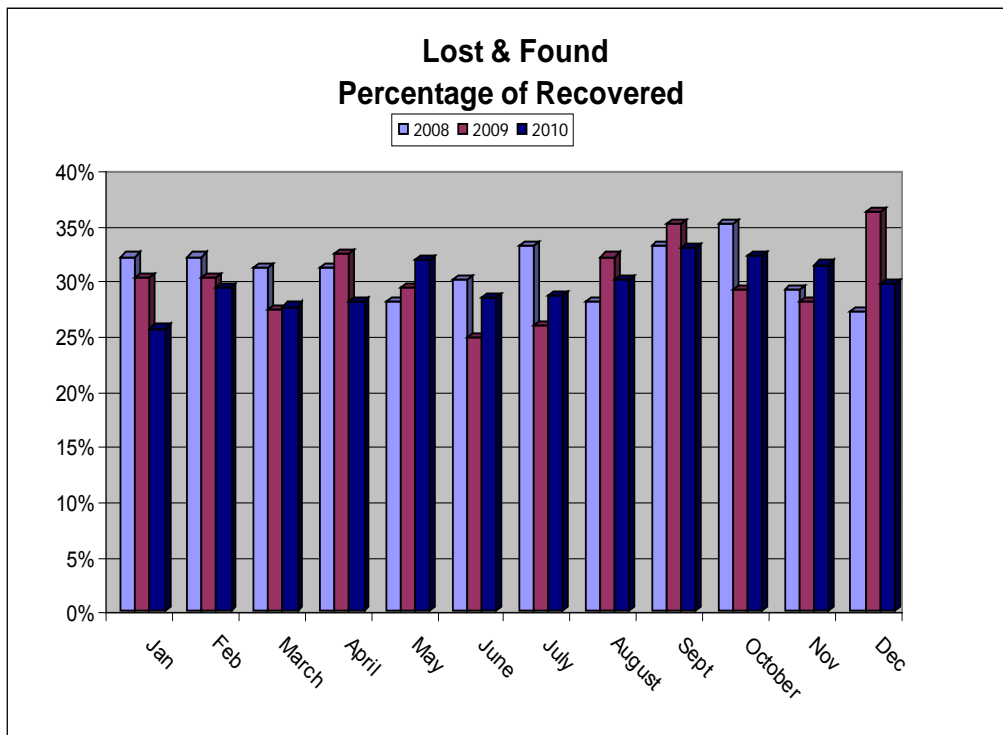
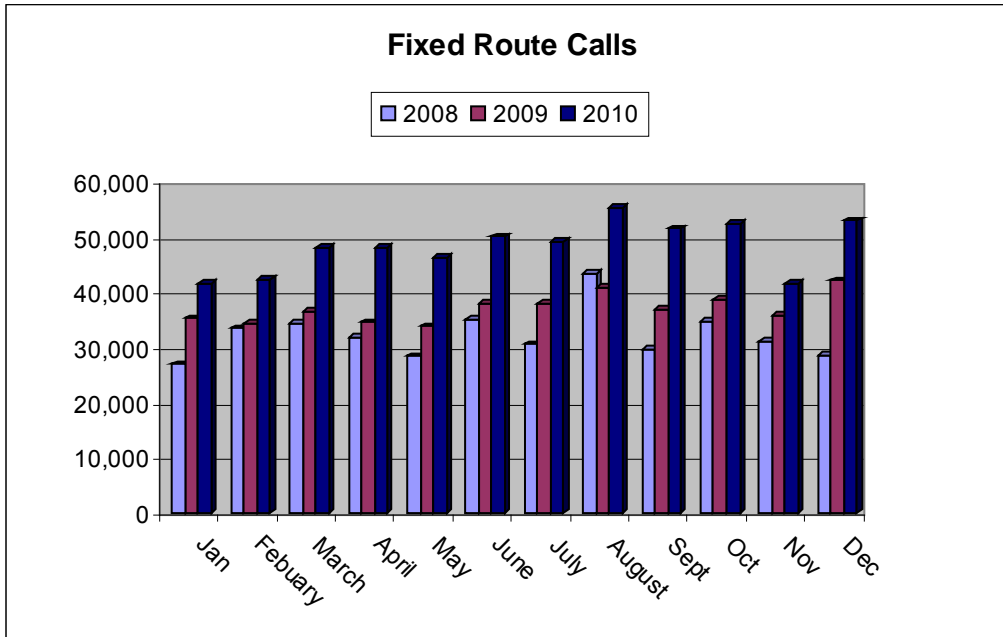
LYNX Board Agenda

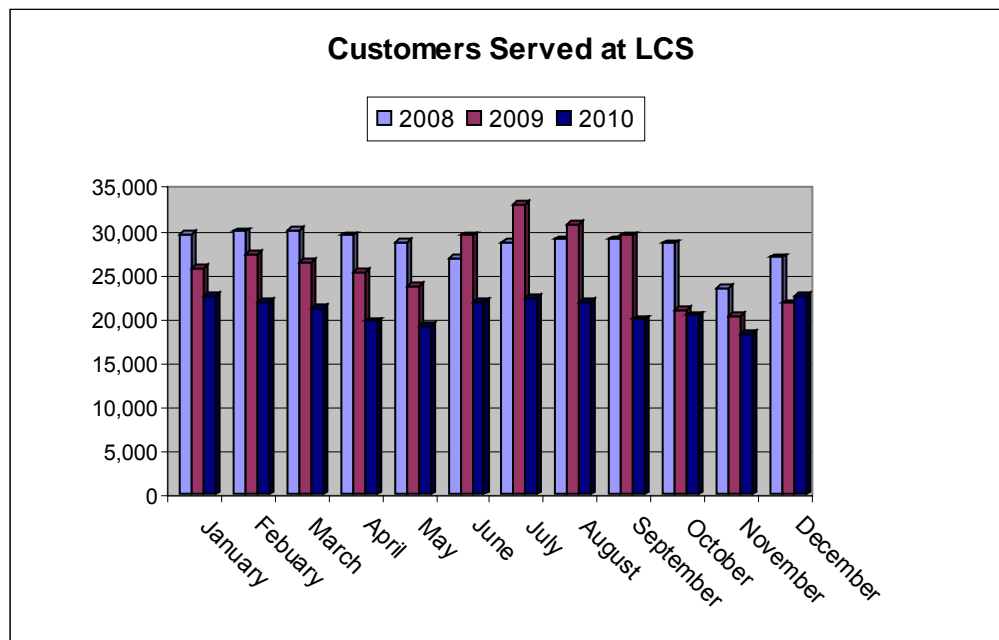
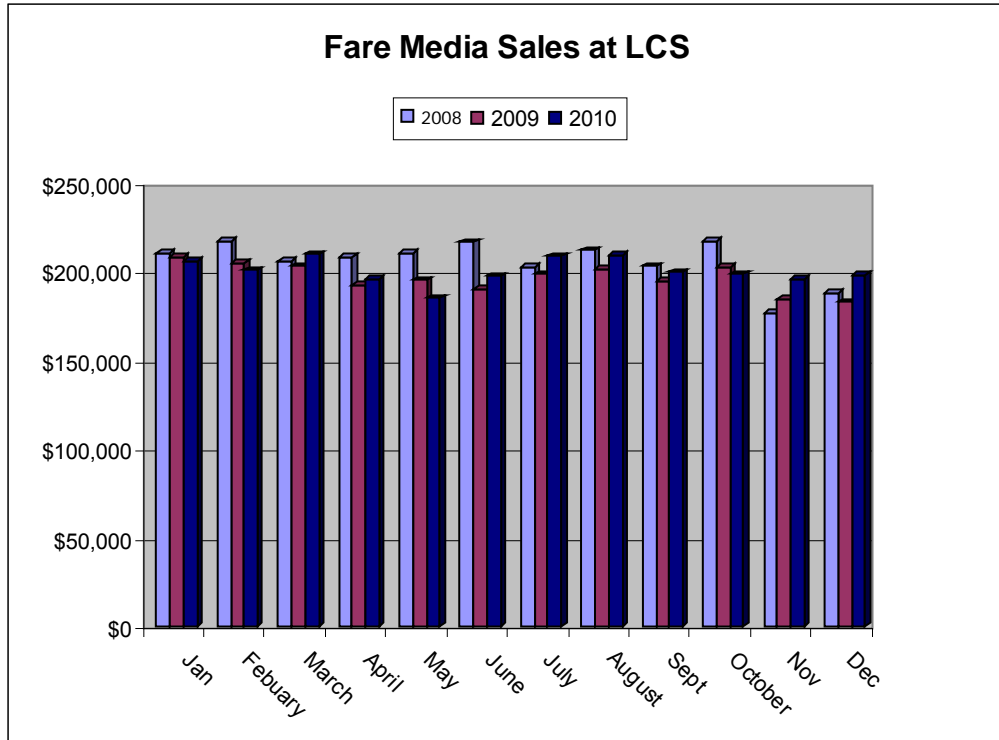
- Nov. 15...Orlando Sentinel My Word mention on accidents in Central Florida.
- Nov. 15...Orlando Sentinel editorial writer called requesting a copy of John Lewis Jr.'s contract and to request compensation after separation pay per Linda Watson's contract.
- Nov. 16...Orlando Sentinel printed an editorial about LYNX being responsible compared to other Central Florida agencies in compensation after separation with John Lewis Jr.'s contract.
- Nov. 22...Orlando Sentinel on East Colonial accident.
- Nov. 29...Sent press release for holiday bus.
- Nov. 29...Orlando Sentinel called requesting information for a fare abuse story.
- Nov. 30...Orlando Sentinel mention in story on Mayor Jacobs first initiatives.
- Nov. 30...Orlando Sentinel interview with Edward Johnson on fare abuse.
- Dec. 2...Orlando Sentinel interview with John Lewis on fare abuse.
- Dec. 3...Orlando Sentinel printed story on fare abuse.
- Dec. 6...Orlando Sentinel editorial mention on severance package.
- Dec. 7... WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13, WOFL-TV/FOX35, WDBO-AM and Orlando Sentinel ran stories on Kissimmee bus accident citation.
- Dec. 7...WKMG-TV/Channel 6 provided a public records request of on-board video. The producer admitted to just phishing for a story.
- Dec. 11...Orlando Sentinel editorial mention on severance package being responsible.
- Dec. 9...WKMG-TV/Channel 6 did morning live shots from LCS for cold weather.
- Dec. 10...WFTV-TV/Channel 9 did morning live shots from LCS for cold weather.
- Dec. 13...Orlando Sentinel interview with John Lewis for a profile piece.
- Dec. 14...Central Florida News 13 did morning live shots from LCS for cold weather.
- Dec. 15...WOFL-TV/FOX 35 did morning live shots from LCS for cold weather.
- Dec. 16...Orlando Sentinel story on MV/ACCESS LYNX Operator sentencing for stealing credit cards.
- Dec. 29...Orlando Sentinel editorial mention on Mayor Crotty legacy.
- Dec. 31...Orlando Sentinel story on Orange County fatal accident of Dec. 30, 2010.

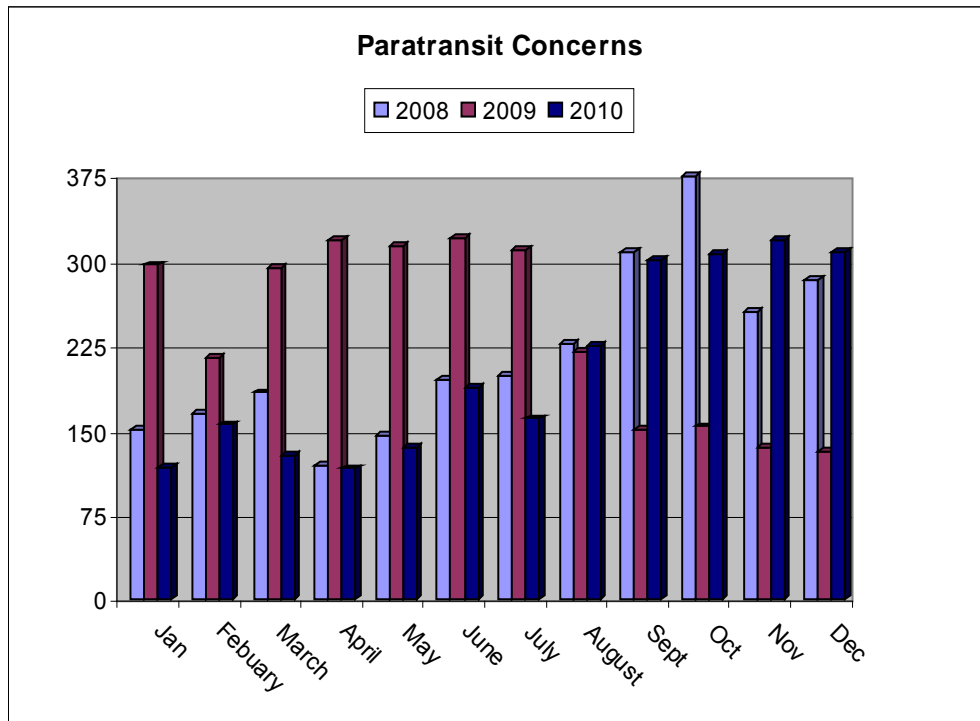
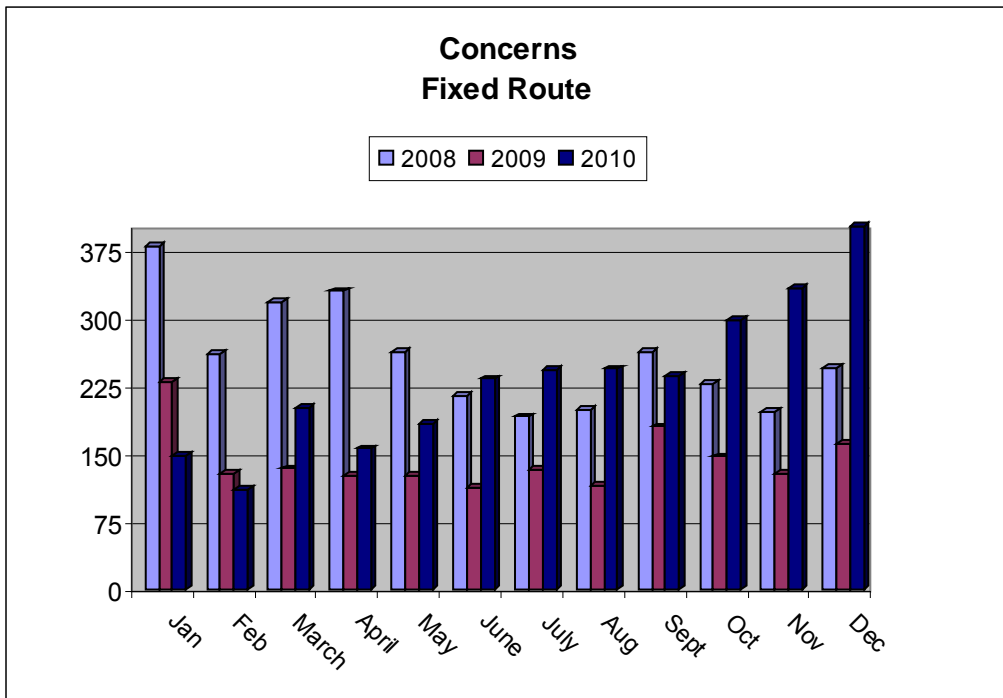


There were 28 percent more visitors to the site in November 2010 than in November 2009. Pages hit went up by 23 percent over the same time period. The increase in visitors for December 2010 was also 28 percent, while the page hits went up 21 percent that month over December 2009.

Customer Service







Monthly Report G: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 1/27/2011

In an unfortunate start to the New Year and new Congress, the House Republican Conference voted to approve new House Rules which could have detrimental impacts on highway and transit funding.

One of a number of proposed rule changes would undermine the transportation funding guarantees/firewalls that became law in TEA-21 after years of effort by the transportation industry.

Under the preceding House rule, members could not offer a bill, joint resolution, amendment or conference report that reduces spending levels for highway, highway safety, and public transportation below the funding amounts that are specified in authorization law (in this case, extensions of SAFETEA-LU). This rule holds regardless of the source of the revenues that support those spending levels.

Republicans in the 112th Congress, voted to change the current rule. The change would eliminate the provision in House Rules which requires appropriations funding for highways and transit to be identical to levels set in authorizing law. This would create opportunities to use user fee and transit general fund resources for non-transportation purposes. For example, the new rule would allow members to offer amendments to direct highway and transit resources to other purposes, such as deficit reduction.

The change would encourage cuts to highway and transit programs during the annual appropriations process in order to allow balances to build up in the Highway Trust Fund which could be used to offset other government spending or help reduce the deficit.

New House Transportation & Infrastructure Committee Chairman John Mica strongly opposed the House Rule change. Rep. Steve LaTourette (R-OH), a former member of the House T&I Committee, offered a compromise amendment that, while not totally solving the problem, would require that any potential amendments to cut highway and transit funding below

authorized levels could only be offered on the House floor. Unfortunately, the LaTourette amendment was defeated.

All votes were by secret ballot and even the vote totals have not been made public, although efforts are underway to try to identify how individual members voted.

All of the key transportation industry groups including AASHTO, ARTBA, ACEC, ASCE, APTA, HUF and the US Chamber of Commerce vigorously opposed the rule change and supported the LaTourette amendment. LYNX made calls to members of our delegation opposing the rule change.

Bottom line - The new rules do not specifically require cuts in transportation programs, however, by repealing the critical TEA-21 (and subsequent SAFETEA-LU) Trust Fund firewalls, highway and transit funding levels established in future authorization bills will not be guaranteed against potential cuts in subsequent annual appropriations/funding bills.

Senate Democrats had hoped to pass an omnibus appropriations bill, but Republicans objected, and Senate Majority Leader Reid was forced to withdraw the bill. Senate Democrats then tried to work out a deal on the House-passed CR which would have funded the federal government until the end of the fiscal year (September 30, 2011), but Senate Republicans objected to that as well, and a compromise was worked out on a shorter term CR until March 4.

Many Congressional leaders, particularly within the new Republican majority in the House, have indicated they want to reduce the overall level of federal spending for FY 2011 to help reduce the federal budget deficit.

Transportation and Infrastructure Chairman John Mica (R-FL) has indicated that the drafting of a new, long term authorization bill will be a top priority for him in the 112th Congress.

Taxes – The Senate got the 60 votes it needed to invoke closure on the President Obama/Republican tax cut/extenders plan. The Senate bill:

1. extends all the Bush-era income tax cuts for two years
2. reduces worker payroll taxes for one year; (the payroll-tax reduction would cut the 6.2% Social Security tax levied on a worker's wages to 4.2%. The employer's half of the tax—also 6.2%—wouldn't be affected. It phases out for workers making more than \$75,000)
3. gives more favorable treatment to business investments (credit for spending on research, extends current tax rates on capital gains and dividends for two years, including for higher earners)
4. temporarily reinstates the estate tax at 35%— would apply only to estates over \$5 million
5. extends jobless benefits for the long-term unemployed for 13 months
6. maintains protection for middle-class families from the Alternative Minimum Tax
7. encourages more investment in plant and equipment by letting companies claim deductions on 100% of most kinds of investment
8. extends the **alternative fuels tax credit** through December 31, 2011.

High Speed Rail Funding Reallocated – US DOT reallocated high speed rail funding that had previously been allocated to the states of Ohio and Wisconsin after the newly elected Republican governors of those states terminated the rail projects. Over \$1.19B was reallocated to projects in 14 different states. The big winners were California, Florida and Washington state. The full list includes: California: up to \$624 million, Florida: up to \$342.3 million, Washington State: up to \$161.5 million, Illinois: up to \$42.3 million, New York: up to \$7.3 million, Maine: up to \$3.3 million, Massachusetts: up to \$2.8 million, Vermont: up to \$2.7 million, Missouri up to \$2.2 million, Wisconsin: up to \$2 million for the Hiawatha line, Oregon: up to \$1.6 million, North Carolina: up to \$1.5 million, Iowa: up to \$309,080 and Indiana: up to \$364,980.

House Committee Leadership Assignments - House Republican leaders opted not to approve term limit waivers for potential committee chairmen in the new Congress resulting in several newly appointed chairmen who are not currently Ranking Minority Members. Key new committee chairmen include: Rep. Hal Rogers (R-KY) – Appropriations, Rep. Fred Upton (R-MI) – Energy and Commerce, Rep. David Camp (R-MI) - Ways & Means and, as expected, **Rep. John Mica (R-FL) - Transportation & Infrastructure.**

House Transportation & Infrastructure Committee – **Rep. John Mica (R-FL) - Transportation & Infrastructure.**

The House T&I Committee will shrink in size in the new Congress. The T&I Committee is currently the largest committee in the House with 75 members. That would be reduced to 59 members in the 112th Congress – 33 Republicans and 26 Democrats. Thirteen existing Republicans will remain on the committee with 20 new Freshman members added including: Lou Barletta (PA); Larry Bucshon (IN); Rick Crawford (AR); Chip Cravaack (MN); Jeff Denham (CA); Blake Farenthold (TX); Stephen Fincher (TN); Bob Gibbs (OH); Frank Guinta (NH); Richard Hanna (NY); Andy Harris (MD); Jaime Herrera (WA); Randy Hultgren (IL); Jeff Landry (LA); James Lankford (OK); Billy Long (MO); Tom Reed (NY); Jim Renacci (OH); Tom Scott (SC); and **Daniel Webster (FL).**

FTA Grant Announcements –The Federal Transit Administration announced \$25.7 million in competitively awarded grants through the Alternative Analysis grant program to help community officials in 16 states and the District of Columbia evaluate and select the best options to help place new or expanded transit systems in their communities. The funding source was from unallocated/unearmarked FY’09 and FY’10.

The Alternatives Analysis grant program is the first key milestone in the FTA New Starts process – conducting an “alternatives analysis” ensures that various costs and benefits, route options, and other important considerations are taken into account as part of FTA’s capital planning process.

FTA reviewed 67 applications from 30 states seeking a total of \$73 million in funds.

The 23 winning proposals demonstrated need by identifying a substantial transportation challenge in a particular corridor and proposing technical work that would provide cost and benefit information on the alternatives studied to address the problem.

FLORIDA

Central Florida Regional Transportation Authority - LYNX

Project: Osceola County Corridor

Grant Amount: \$800,000 (the largest amount awarded in Florida)

This corridor abuts Walt Disney World and is lined with tourist-oriented businesses. The corridor is along US 192 in Kissimmee between the Florida Turnpike and SR 27. Current bus service is frequent in portions of the corridor. Congestion and tourist volumes are motivations for this project.

Gainesville Regional Transit System

Project: Bus Rapid Transit

Grant Amount: \$425,000

The alignment under consideration follows a series of arterial streets through the city. The corridor will connect Santa Fe College and Gainesville Regional Airport via downtown Gainesville and University of Florida (UF). Currently, there is heavy use of transit service, particularly around the UF campus. The project would improve access for residents of disinvested neighborhoods on the city's east side.

City of Tallahassee – StarMetro

Project: Future Transit System Development

Grant Amount: \$400,000

This corridor is an arterial street undergoing higher-density, mixed-use redevelopment. The corridor runs along Tennessee Street/Mahan Drive between Capital Circle East and West, through Florida State University, Tallahassee Community College and downtown. The project team will evaluate transit-supportive changes to city plans and codes as part of the work plan.

Additional Notice of Grant Award

DOT Agency Disbursing Funds: **Federal Transit Administration**

Award Recipient **LYNX - CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

ORLANDO, FL

Place of Performance

Orange, Seminole and Osceola Counties

State Congressional District **3, 7, 8, 15, 24**

Discretionary Amount **\$ 5,565,528.00**

Total Grant Amount **\$ 5,565,528.00**

LYNX Board Agenda

Description: LYNX - Central Florida to purchase twenty-one (21) expansion and replacement buses

This bus grant will use earmarked funds to purchase twenty-one (21) replacement and expansion vehicles. LYNX recently completed a Five-Year Service Plan which recommends core service level criteria to determine where new or expanded services will be introduced. Core service changes will involve the re-allocation of services and resources to improve operational efficiency and effectiveness. Some of the service efficiencies will include deployment of additional flexible routes (Pick-up Lines) which have been successfully implemented throughout the tri-county area.

Monthly Report H: Employee Travel Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Employee Travel Report
Monthly Employee Travel - January 2011

Date: 1/27/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Michael Knispel Administrative	Deland, FL	TBEST Training held at the FDOT office	01/14/11	0	0
Lisa Darnall Operations	St. Augustine, FL	To attend Florida Public Pension Trustee Assoc. School	01/30/11-02/02/11	0	0
Edward Johnson Executive	St. Augustine, FL	To attend Florida Public Pension Trustee Assoc. School	01/30/11-02/02/11	0	0
Bert Francis Finance	St. Augustine, FL	To attend Florida Public Pension Trustee Assoc. School	01/30/11-02/02/11	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				0	0

Monthly Report I: Employee Travel Report

To: LYNX Board Of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Deborah Henderson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Employee Travel Report
Monthly Employee Travel - December 2010

Date: 1/27/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
David Burnett Operations	Tampa, FL	Narrow banding: Two way radio systems required by the Federal Communications Commission (FCC)	11/08/10	0	0
Mira Bourova Administrative	Deland, FL	TBEST Training at the FDOT office	11/10/10	0	0
Rafiq Basaria Administrative	Tallahassee, FL	8th SHRUG GIS Workshop - presentation on LYNX/USGS Structures Stewardship Project	11/16/10- 11/18/10	359	359
Tomas Sjostrom IT	Tampa, FL	Microsoft and Citrix VDI Licensing Seminar	11/17/10	0	0
Edward Johnson Executive	Arlington, VA	Receive 2010 Transportation Security Administration (TSA) National Partnership Award	11/18/10- 11/19/10	888	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Rafiq Basaria Administrative	Volusia County, FL	To attend Volusia County Users Group Meeting	12/15/10	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				1,247	359