

# LYNX Board Agenda

Board Date: 4/22/2009

Time: 2:00 P.M.

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LYNX Offices  
455 N. Garland Ave.  
Orlando, FL 32801

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 February 26, 2009 Board of Directors Meeting

## 3. Recognition

- Service Awards for 25-Year Employees





## 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 Request for Proposal (RFP) for Bus Inspection Services
- ii.  Authorization to Release Request for Proposals (RFP) for LYMMO Expansion Alternatives Analysis Study
- iii.  Authorization to Release Request for Propersal (RFP) for Automated Fueling System
- iv.  Authorization to Release a Request for Proposal for Architect and Engineering Services for Bus Shelter Superstop Site Design

### B. Award Contracts





- i.  Authorization to Award a Fuel Contract for 87 Octane Unleaded Gasoline to SSI Petroleum
- ii.  Authorization to Award Fuel Contracts for Supplying Ultra Low Sulfur Diesel Fuel to RKA Petroleum at the Mansfield Oil Company
- iii.  Authorizaton to Award Contracts for General Liability and Workers'Compensation Legal Services.

### C. Miscellaneous

- i.  Authorization to Amend the Inter-Local Agreement with the City of Orlando For the Downtown Orlando LYMMO Expansion Program  
- Attachment 
- ii.  Authorization to Amend Contract #06-034 with MV Transportation for the Operation of Flex Service
- iii.  Authorization to Approve Community Art/Shelter Program
- iv.  Authorization to Execute a Grant with Federal Tranist Authority (FTA) for the Phase II Partial Deployn of the "Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC)" Project

- v.  Authorization to Execute a Joint Participation Agreement with the Florida Department of Transportation (FDOT) for the Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC) Project Service Development Grant  
- Attachment 
- vi.  Authorization to Approve Resolution No. 09-003 to Appointment of Edward L. Johnson as Trustee on the Central Florida Regional Transportation Authority Money Purchase Plan  
- Attachment 
- vii.  Authorization to Enter into Local Coordination Agreements with Human Service Agencies to be Funded Under the Job Access and Reverse Commute (JARC) and New Freedom Program (NFP) : Goodwill, Inc.; PAL; Refugee Program; Osceola Council on Aging; Senior Resource Alliance; Seniors First; Seminole County Mental Health; Seminole County Meals on Wheels; Quest, Inc.; Primrose; Osceola ARC; and the Independent Transportation Network of Orlando

## 7. Action Agenda

- A.  Authorization to File Grant Application with the Federal Transit Administration (FTA) for the American Recovery & Reinvestment Act (ARRA) Capital Funds
- B.  Approval of FY2009 Amended Operating & Capital Budgets
- C.  Authorization to Amend Mentor Engineering Contract for CAD/MDT
- D.  Authorization to Implement a Policy for Non-Payment of ACCESS LYNX Fares














## 8. Work Session

- A.  Overview of Fiscal Year 2010 Preliminary Operating Budget



## 9. Other Business

## 10. Monthly Reports

(For Review Purposes Only - No action required)

- A.  Monthly Financial Reports - February 2009  
- Attachment 
- B.  Monthly Financial Reports - January 31, 2009  
- Attachment 
- C.  Monthly Financial Reports - December 31, 2008  
- Attachment 
- D.  Monthly Financial Reports - November 30, 2008  
- Attachment 
- E.  Ridership Report - February 2009
- F.  Ridership Report - January 2009
- G.  Planning & Development Report
- H.  Communications Report
- I.  Legislative Update
- J.



- K.  Monthly Employee Travel Report - April 2009  
 Monthly Employee Travel Report - March 2009

## 11. Executive Session

## 12. Action Agenda

- A.  Authorization to Approve Contract with Amalgamated Transit Union 1749

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 3012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

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

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

**DATE:** February 26, 2009

**TIME:** 10:47 a.m.

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**Members in Attendance:**

Seminole County Commissioner, Carlton Henley, Chair  
City of Orlando, Mayor Buddy Dyer, Vice Chair  
Osceola County Commissioner, Brandon Arrington, Secretary

**Members Absent:**

FDOT District 5 Secretary, Noranne Downs,  
Orange County, Mayor Richard Crotty

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

The Chairman, Commissioner Carlton Henley, called the meeting to order at 10:47 a.m. Chairman Henley asked Commissioner Arrington to lead the Pledge of Allegiance.

**2. Approval of Minutes**

**Motion** was made and seconded to approve the Minutes of the January 22, 2009 Board of Directors meeting. The motion passed unanimously.

**3. Public Comments**

Debbie Hazelton and Cheryl Stone addressed the Board in support of ACCESS LYNX. They encouraged the implementation of a policy that all riders pay to utilize the service.

**4. Chief Executive Officer's Report**

The Chairman recognized Linda Watson, Chief Executive Officer, to address the public comment concerns and to report on the following items:

1. In response to the public comments, Ms. Watson reported that the Transportation Disadvantaged program receives 90 percent of its funding from the State and 10 percent

from local matching funds. The policy and fare decisions for this service are made by the Transportation Disadvantaged Local Coordinating Board (LCB). Recently, LYNX staff made a presentation to the LCB to request a fare increase to cover the cost of the local matching funds and discussed riders that are not paying the fare for service. It has been a practice as the provider that ACCESS LYNX will not “strand” a rider and, therefore, the rider is provided the service regardless of their ability to pay. Due to this practice, the amount of uncollected fares has continued to increase. As a result, the decision was made for LYNX to explore resolving the non-payment issue before pursuing a fare increase.

2. Additional details have been made available as to the impact on transit by the American Recovery and Reinvestment Act (ARRA). It has been announced that the Federal Transit Administration (FTA) will have the final rules, regulations and allocations of the ARRA package available March 5<sup>th</sup>. The preliminary information provided to LYNX is that it will receive approximately \$30,000,000 in funding from the program. As you may recall from earlier reports, LYNX submitted a list of projects of approximately \$22,000,000; therefore, with this information, we are compiling a list of additional projects to bring back to the Board for approval.

LYNX has been made aware of some of the guidelines for the use of the ARRA funds. The main priority of the administration is to create and preserve jobs. Additionally, within 180 days following March 10<sup>th</sup>, 50 percent of the funding must be obligated and the remaining 50 percent is to be obligated within the next 180 days. Other guidelines include: pre-award authority; use of funds for preventive maintenance; project management and oversight; preliminary engineering; 1 percent of the funds must be used on amenities like shelters; compliance with current rules regulating federal funding; and additional monitoring and reporting will be required to ensure all criteria is met. Other information that has been provided outlines that the use of the funds can impact the federal funds allocated from other categories.

We are currently working to complete the state and local planning documents, STIP and TIP, which will include all ARRA projects as well as providing a list of projects which could utilize ARRA funds to the Florida Department of Transportation (FDOT) to meet their deadline.

3. Staff surveyed the Board members regarding potential time changes for the Audit Committee and Board of Directors’ meetings. Based on the responses, the time of both meetings will change. The Audit Committee meetings will begin at 10:30 a.m., break for lunch, and the Board of Directors’ meetings will begin at 1:00 p.m. The dates of the meeting will not change.
4. Some very important meetings relating to SunRail are expected to occur in Tallahassee in the next few weeks. Two meetings in particular are scheduled. The first is the meeting of the Senate Transportation Committee chaired by Senator Gardiner which is scheduled for Wednesday, March 4<sup>th</sup>, from 9:00 until 11:00 a.m. and the second is the meeting of the Senate judiciary Committee chaired by Senator Lee Constantine which is scheduled for Wednesday, March 11<sup>th</sup>, from 9:30 until 11:30 a.m.



Mayor Dyer reported that the House bill has passed the Economic Development and Education Council which is its only reference before it is taken to the floor for a full vote of the members.

## 6. Consent Agenda

The Chairman announced that Consent Agenda Item 5.D.iv is being pulled from the Consent Agenda and will be taken up as Action Agenda Item 6.D.

### A. Release Requests for Proposal

- i. Authorization to Issue a Request for Proposal (RFP) for the Printing of Bus Passes

### B. Award Contracts

- i. Authorization to Award Contracts for Temporary Staffing Services
- ii. Authorization to Award a Contract for the Artistic Painting of LYNX Vehicles

### C. Extension of Contracts

- i. Authorization to Extend Contract #05-001 with integrated Claim Solutions, Inc. for “Workers Compensation and Tort and Public Liability Third Party Administrative Services”

### D. Miscellaneous

- i. Authorization to Issue an Invitation for Bid (IFB) for the Construction of a Four (4) Bus Pullout Facility at Osceola Square Mall/Armstrong Road
- ii. Authorization to Issue an Invitation for Bid (IFB) for Ultra Low Sulfur Diesel Fuel
- iii. Authorization to Issue an Invitation for Bid (IFB) for 87 Octane Unleaded Gasoline
- v. Authorization to File Grant Application with the Florida Department of Transportation (FDOT) for American Recovery & Reinvestment Rural Capital Funds

**Motion** was made and seconded to approve the Consent Agenda Items 5.A.i through 5.D.v excluding 5.D.iv. The motion passed unanimously.

## 6. Action Agenda

### A. Authorization to Release Requests for Proposal (RFP’s) Related to the American Recovery and Reinvestment Act

The Chairman recognized J Marsh McLawhorn, Chief Governmental Affairs Officer, to make the presentation.

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to release 17 Requests for Proposal related to the American Recovery and Reinvestment Act (ARRA).

As Ms. Watson reported, LYNX submitted a list of six projects that could spur a total of \$22,490,000 in economic activity which will create 13 contracts for the development of these projects.

In order to have contracts in place within the guidelines of the ARRA program, Staff is requesting authorization to release either Invitations to Bid or Requests for Proposal for each of the six approved projects:

1. LOC, Phase 2 Construction and Energy Improvements - \$2,060,000
  - a) Invitation for Bid (IFB) for Brake Inspection System
  - b) Request for Proposals (RFP) for the parking lot Expansion at LOC
  - c) Request for Proposals (RFP) for the Design and Installation of Emergency Generators at LOC Buildings A & B
  - d) Construction of body shop/paint booth at LOC
2. Build Shelters on Workforce Corridors to meet Ridership Capacity - \$2,760,000
  - a) Invitation for Bid (IFB) for Purchase of 120 Shelters
  - b) Invitation for Bid (IFB) for the Construction of Bus Shelter Pads and Installation of Shelters
3. Smart Bus Technologies - \$2,000,000
  - a) Request for Proposals (RFP) Update Fare Box System to facilitate Stored Value/Credit Cards and Ticketing Kiosks
  - b) Request for Proposals (RFP) for real-time “Intelligent Transportation Systems” (ITS) applications
4. Tri-County Bus Transfer Centers and Safety/Security Measures - \$4,920,000
  - a) Request for Proposals (RFP) to Upgrade LYMMO fixed guide way system with live feed security cameras that will connect with Orlando Police Department’s monitoring system
  - b) Request for Proposals (RFP) to upgrade Video Surveillance System on all buses to wireless and increase number from 4 to 8 cameras per bus
  - c) Request for Proposals (RFP) to Install threat and vulnerability security at high density locations with CCTV interface with Orlando Police Department. Add solar 911 police call capability and security lighting at bus stops throughout the region.
5. Smaller Community Circulator Vehicles - \$8,500,000
  - a) Request for Proposals (RFP) Small Community Circulator Vehicles for Flex-Bus
  - b) Request for Proposals (RFP) or utilize existing contract for Hybrid Electric Vehicles that use a conventional engine and rechargeable batteries
  - c) Request for Proposal (RFP) to Purchase Vehicles for Wheelchair passengers on Paratransit
6. LEED Facility and Infrastructure Investments - \$2,250,000
  - a) Invitation for Bid (IFB) to improve lighting systems at LCS and LOC to reduce energy consumption; install motion detectors
  - b) Invitation for Bid (IFB) for Window Tinting at the LCS and LOC Facility

If 100 percent federal funds are not received, the projects will not be pursued. The Capital Budget will be revised accordingly.

**Motion** was made and seconded to authorize the release of 17 Requests for Proposal related to the American Recovery and Reinvestment Act (ARRA). The Motion passed unanimously.

**B. FY2010 Federal Discretionary Appropriations**

The Chairman recognized J Marsh McLawhorn, Chief Governmental Affairs Officer, to make the presentation.

Staff is requesting the Board of Directors’ approval of LYNX’ Federal discretionary appropriations requests for FY2010.

Senate:

- 1) Senator Nelson \$1,900,000  
“Real Time” Web Based Transit Tracking
- 2) Senator Martinez \$4.5 million  
Fuel Efficient - Green Buses

House:

- 1) Congresswoman Brown \$4,500,000  
Fuel Efficient – Green Buses
- 2) Congressman Grayson \$550,000  
Bus Facility Access and Safety
- 3) Congressman Mica and Congresswoman Kosmas \$2,800,000  
Workforce Corridor Passenger Shelters
- 4) Congressman Possey \$1,200,000  
Southern Regional Bus Facility

**Motion** was made and seconded to approve LYNX’ Federal discretionary appropriations requests for FY2010. The Motion passed unanimously.

**C. Federal Legislative Priorities**

The Chairman recognized J Marsh McLawhorn, Chief Governmental Affairs Officer, to make the presentation.

Staff is requesting the Board of Directors’ approval of LYNX’ Federal legislative priorities.

- 1) Complete Streets: Policy that encourages the design and construction of roadways that serve not only cars but provide for safe use by transit users, pedestrians, and bicyclists.
- 2) Operating Aid For Transit Agencies: Provide operating aid to transit agencies to help speed the recovery of the economy and stabilize America’s public transportation system.



- 3) Transit as “Green”: Develop and implement incentives that will facilitate the adoption of new clean fuel technologies, and enhancements that are readily available to improve fuel economy and emissions performance.
- 4) Streamline New/Small Starts Programs: Simplify, streamline and expedite the current federal grant approval process to speed project delivery and reduce costs of projects.

**Motion** was made and seconded to approve LYNX’ Federal legislative priorities. The Motion passed unanimously.

**D. Authorization to File Grant Application with the Florida Department of Transportation (FDOT) for American Recovery and Reinvestment Rural Capital Funds**

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Florida Department of Transportation (FDOT) for Federal Transit Administration (FTA) funds attributable to rural areas under the American Recovery and Reinvestment Act (ARRA) for capital projects.

The grant application will request \$1,000,000 in funding for capital project costs eligible under the Federal Transit Administration Section 5311 Nonurbanized Area Formula program such as preventive maintenance and the capital cost of contracting. Funds made available under the ARRA are available at 100 percent Federal share.

Staff will update the Board at its next meeting as to how the grant funds will be utilized.

**Motion** was made and seconded to pass Resolution #09-001 authorizing the submittal of a grant application to FDOT for American Recovery and Reinvestment Rural Capital Funds. The Motion passed unanimously.

**E. Authorization to Enter into the Revised FY2008-2009 Service Funding Agreement with Osceola County**

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

Staff is request the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enter into the FY2009 Funding Agreement with Osceola County, a regional funding partner, in the amount of \$5,075.93 for local financial assistance.

Osceola County’s budget for funding LYNX was \$108,688 less than the LYNX Board approved for the current fiscal year. Additionally, actions by the City of Kissimmee and approved by the LYNX Board at its last meeting increased the shortfall by an additional

\$100,000. The Osceola and LYNX staffs have attempted to craft a funding agreement to deal with the shortfall. To date there remains issues concerning the re-establishment of LINK 12 as well as deadhead miles.

Discussion ensued regarding recommendations of the Audit Committee relating to conformity of Funding Agreements, continuing funding resolution, and dispute resolution.

**Motion** was made and seconded to table the Revised FY2008-2009 Service Funding Agreement and request staff to bring it back to the Board at its next meeting. The Motion passed unanimously.

## **7. Work Session**

### **A. Proposed Service Changes/Eliminations for April 26, 2009**

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

In October 2008, the Board approved the December 2008 and April 2009 service changes. For the April 26, 2009 service change, staff recommends the eliminations of Link 27 which serves Ocoee, Winter Garden and Oakland, as well as Link 32 which serves Orange County and Bithlo.

LYNX has recognized the benefits of the flexible “On Demand” services successfully provided in Poinciana, and determined the service areas served by the Link 27 and 32 do not necessitate fixed route service operating full size LYNX buses and both Links could be replaced with Flex Services.

The current annual cost of Link 27 is \$622,085. Link 27 is averaging approximately 9 passengers per revenue hour while the system average is approximately 24.5 passengers. It is estimated the new Flex Service Link 611 will have an estimated annual cost of \$206,069 for an estimated cost savings of \$416,016.

The current annual cost of Link 32 is \$234,842. Link 32 is averaging approximately 15 passengers per revenue hour while the system average is approximately 24.5 passengers. It is estimated the new Flex Service Link 621 will have an estimated annual cost of \$171,724 for an estimated cost savings of \$63,118.

## **B. Review of the Transportation Disadvantaged (TD) Local Coordinating Board's (LCB) Decisions and Recommendations of Proposed TD Fare Increase**

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

The Transportation Disadvantaged (TD) Local Coordinating Board (LCB) oversees the TD program of each Community Transportation Coordinator (CTC) throughout the State. Fares and policies related to each TD program are set by the LCB.

LYNX receives an annual TD grant. The grant is funded by the \$1.50 vehicle registration fee and requires a 10 percent local match. LYNX has attempted to meet the match requirement through the collection of passenger fares. While in FY2007 LYNX did have sufficient fare collection to meet the match requirement, in FY2008 there was a shortfall in fare collection of \$78,499. For FY2009, LYNX is required to collect \$297,301 to meet the match requirement; however, based on the fare collection for the first quarter, LYNX anticipates a loss of approximately \$113,844.

In reviewing the uncollected fares for FY2008, the larger percentage is attributed to trips provided for dialysis (27%) and Medicaid (23%) customers.

LYNX has had a practice of "No Strand" which means that once a customer is taken to an appointment, they receive a return trip regardless of their ability to pay. Additionally, if the trip is "Life Sustaining" such as dialysis, the trip is provided in both directions regardless of the customer's ability to pay.

The last fare increase was implemented in 2005 and the increase spread over 3 years. The current fare for a trip between 0 and 4.99 miles is \$2.50. LYNX requested approval of a proposed a fare increase from the LCB on February 12<sup>th</sup> to address future fare collection losses.

The LCB did not approve the proposed fare increase. Their recommendations to address the fare collection shortfall included the elimination of the "No Strand" practice over a 12 month period, consideration for collecting round-trip fares up front, consideration of income based sliding scale fare structure, and consideration of smaller, more frequent increases. Additionally, they recommended using LYNX' reserves to cover the FY09 shortfall and asked that the LYNX Board reconsider its advertising policy.

Staff will provide an update to the LYNX Board at its next meeting on methods to address the collection of fares and then take those methods to the LCB at its next quarterly meeting in May.

## **9. Information Items**

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



## **10. Other Business**

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

## **9. Monthly Reports**

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

**Meeting adjourned at 12:05 p.m.**

# LYNX Board Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release RFP for Bus Inspection Services

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for Bus Inspection Services. The contract term will be for five (5) years.

### **BACKGROUND:**

At the December 11, 2009 Board of Directors meeting, the Board approved the award of a contract with Gillig LLC as a supplier for transit buses for a five (5) year period. LYNX acted as the lead procuring agency on behalf of the members of the Florida Public Transportation Association (FPTA). The purpose of this contract is to obtain high quality and professional bus line inspection/resident engineering services to ensure that the buses obtained by consortium members, when built, are top quality equipment capable of delivering maximum performance with high reliability. The Contractor represents the Procuring Agency at the Gillig plant and monitors the manufacturing and installation process. The Contractor will be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery. Each agency who utilizes this contract is responsible to issue their own purchase orders for the services and payment.

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

The contractor would be required to be present throughout the manufacturing process and conduct inspection services during the manufacturing process through observation of the vehicle testing, utilizing techniques that will enable the inspector to identify the maximum number of deficiencies and to keep and maintain complete and accurate records for all activities providing reports to the procuring agency.

Due to the technical and specific nature of the work to be performed, the opportunity for DBE participation is very limited or not likely. However, LYNX procurement policies for services contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms.

## **FISCAL IMPACT:**

The cost LYNX is anticipating on paying is \$425 per vehicle. LYNX typically purchases from thirty (30) to thirty-five (35) vehicles per year.



## Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

**From:** **Edward Johnson**  
CHIEF ADMINISTRATIVE OFFICER  
**Belinda Balleras**  
(Technical Contact)  
**Rich Bannon**  
(Technical Contact)  
**Sherry Zielonka**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** **Release Requests for Proposal (RFP)**  
**Authorization to Release a Request for Proposal (RFP) for LYMMO**  
**Expansion Alternatives Analysis Study**

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for the LYMMO Expansion Alternatives Analysis (AA) Study.

### **BACKGROUND:**

In January 2009 the LYNX Board authorized staff to submit grant applications to the Federal Transit Administration (FTA) totaling \$926,000 and to execute an Inter-local Agreement with the City of Orlando for the LYMMO Expansion Alternatives Analysis (AA) study and subsequent funding for the expansion program.

To facilitate compliance and reporting with FTA's Title VI and Disadvantage Business Enterprise (DBE) regulation, it has been agreed that LYNX will handle the procurement of consulting services for the AA and subsequent phases of the LYMMO Expansion project. The City of Orlando will provide to LYNX staff a statement of work, evaluation criteria and suggested members to serve on the Source Selection Committee (SEC). The City of Orlando will be responsible for the project management of the contract only. LYNX will provide oversight to the City as needed and will be responsible for any contract modifications and payments made under the resulting contract.

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LYNX staff and counsel are working with the City to finalize the draft Inter-Local Agreement and complete the RFP schedule and scope. The Inter-Local Agreement is scheduled for adoption at the April 2009 City Commission meeting.

## **PROPOSED NEW EXPANSION:**

The Downtown Transit System Plan includes potential circulator routes that connect with the planned Commuter Rail stations. The circulator service would run at 5-10 minute headways and connect major destinations and attractions with Commuter Rail, connect remote parking garages to the Downtown core, and provide convenient circulation throughout Downtown.

The Downtown Transit Circulator Expansion Study recommended that three components be advanced in an Alternatives Analysis study. Those three components are:

1. East-West Circulator – a proposed Circulator using Central Boulevard to head westbound from Eola Drive to Parramore Street, then south on Parramore Street to Church Street, eastbound to Eola Drive, then north back to Central Boulevard. Phase II of this alternative includes an addition connecting the Thornton Park area all the way to the Citrus Bowl.
2. Downtown–Uptown Loop – a proposed connection from Orlando Health (OH) to Florida Hospital, with service Downtown using existing LYMMO Lanes on Magnolia Avenue and providing service to the uptown area along Orange Avenue and Magnolia Avenue
3. Alternative Corridors – Alternative corridors include the possible extensions of proposed routes for special events shuttle with service between the proposed Creative Village on the existing Centroplex City-owned property and the new Downtown Venues.

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

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10% for DBE participation.

## **FISCAL IMPACT:**

Funding for the Alternatives Analysis study in the total amount of \$926,000 ( federal share) will be included in the LYNX operating budget for FY 2009 and FY 2010. The City of Orlando has allocated funding for the study and will provide the required 20% local match in the amount of \$231,500, beginning with \$60,000 for the initial grant funding.

Depending on the outcome of the procurement, the City commits to funding additional local dollars necessary to complete the AA study.

## Consent Agenda Item #6.A. iii

**To:** LYNX Board of Directors

**From:** <<Department Head>>  
CHIEF OPERATING OFFICER  
**Joe Cheney**  
(Technical Contact)  
**Tori Iffland**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release Request for Proposal for Automated Fueling System

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the supply and installation of an Automated Fueling System (AFS) at the LYNX Operations Facility (LOC).

### **BACKGROUND:**

In an effort to increase efficiency in the recording of fuel and lube dispensed to all LYNX vehicles at the LOC facility, the Maintenance Division plans to implement an Automated Fueling System (AFS). The integration of this equipment will automatically record fuel and lube usage directly into the LYNX Fleet Maintenance software system and eliminate the manual recording of data. With the AFS, all fuel and lube usage will seamlessly be transferred into the Fleet Maintenance software in real time with transactions posted immediately. The AFS system will control the fuel dispensing stations, the lube reels in the fueling bay, and the fuel dispensed in the upcoming bio-diesel blending station.

The AFS will provide numerous benefits including:

- Improves the efficiency of the fueling operation
  - Eliminates the manual recording of fuel and lube data and lowers inaccuracies associated with human error.



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- Eliminates the manual recording of vehicle meter readings and lowers inaccuracies associated with human error.
- Updates the LYNX Fleet Maintenance software system immediately after the vehicle is fueled and/or lube is added, along with vehicle meter readings, so that the Material Control Division can monitor the fuel and lube usage that will result in more efficient and accurate inventory levels and the reordering of fuel and lubes at the LOC facility.
- Provides accurate data for fleet reports and vehicle performance.
- Flags usage anomalies and notifies staff of potential problems before the revenue vehicle is on route.
- Provides real-time vehicle meter readings that will ensure that vehicle preventative maintenance programs are executed on time.
- Eliminates the potential of unauthorized fueling or lube distribution.
- Eliminates the potential of incorrect fuel and/or lube distributed to a specific vehicle.

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

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10%.

### **FISCAL IMPACT:**

LYNX staff has included \$150,000 in the FY2009 Amended Capital Budget for this project.

# LYNX Board Agenda

## Consent Agenda Item #6.A. iv

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Jeff Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release a Request for Proposal for Architect and  
Engineering Services for Bus Shelters and Transfer Centers

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal for Architect and Engineering Services for the design and construction oversight of bus shelters and transfer centers.

### **BACKGROUND:**

Currently, LYNX has a contract with Earth Tech/AECOM for General Engineering Services. The design and construction management of bus shelters and transfer centers are being done under this project. The new contract will be for the design, permitting and construction oversight of only bus shelters and transfer centers. All projects currently under way with the existing Earth Tech/AECOM contract will continue. Any new projects will be covered under the new contract.

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

The DBE goal for this contract is 10%.

### **FISCAL IMPACT:**

This contract may be funded by current federal grants that are programmed as part of the yearly fiscal budgets and/or American Recovery and Reinvestment Act funding.

# LYNX Board Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Award Contracts  
Authorization to Award a Fuel Contract for 87 Octane Unleaded Gasoline  
to SSI Petroleum

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with SSI Petroleum to provide unleaded gasoline for the twelve month period of July 1, 2009 through June 30, 2010 at the OPIS daily average price.

### **BACKGROUND:**

The current contract expires on June 30, 2009. This gasoline is provided to MV Transportation to provide paratransit services. On March 10, 2009, LYNX staff issued an Invitation for Bid (IFB) for 89 octane unleaded gasoline. Sealed Bids were due back by 2:00 P.M. EST on March 24, 2009. The bid asked for a per gallon fee based upon the Oil Price Information Service (OPIS) daily average. The delivered price of the gasoline is based upon the OPIS daily average plus the fee of -.0164 per gallon.



# LYNX Board Agenda

The following bids were received on the OPIS index:

<b>Firm</b>	<b>Unit Price</b>
SSI Petroleum	-.0164/gallon
Petroleum Traders	.0322/gallon
Mansfield Oil Company	.0138/gallon
R.K.A Petroleum	-.0075/gallon
Palmdale Oil Company	.0418/gallon
Port Consolidated Inc.	.0260/gallon
Quick Fuel Fleet Service	.0580/gallon
Glover Oil Company	.0199/gallon

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

There was no DBE goal for this procurement. However, SSI Petroleum is a Florida certified Minority Business Enterprise (MBE).

## **FISCAL IMPACT:**

The fuel cost for July 2009 through September 2009 is within the FY2009 budget. October 2009 through June 2010 will be included in the FY2010 annual operating budget.

## Consent Agenda Item #6.B. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Award Contracts  
Authorization to Award Fuel Contracts for Supplying Ultra Low Sulfur Diesel to RKA Petroleum and the Mansfield Oil Company

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with the RKA Petroleum Companies and the Mansfield Oil Company to provide ultra low sulfur diesel fuel. The term of the contract is for one (1) year period covering October 1, 2009, through September 30, 2010.

### **BACKGROUND:**

The current contracts expire on September 30, 2009. Staff received authorization from the Board of Directors at the February 26, 2009 meeting to issue an Invitation for Bid (IFB). The Bid was issued on March 10, 2009 and responses were due by 2:00 P.M. EST on March 24, 2009. The bid requested suppliers to provide a fixed fee cost per gallon (excluding cost of the fuel) using either the New York Mercantile Exchange (NYMEX) or the Oil Price Information Services (OPIS). The fixed fee cost includes the cost to deliver the fuel and profit. This will allow staff two options to purchase fuel for Fiscal Year 2010. The current contracts in place allow LYNX to secure fuel by either fuel contracts using the NYMEX or OPIS depending on which is most advantageous to the agency.

# LYNX Board Agenda

The following bids were received on the NYMEX and OPIS indexes:

<b>Firm</b>	<b>NYMEX Unit Price</b>	<b>OPIS Unit Price</b>
<b>SSI Petroleum</b>	.2806/gallon	.0306/gallon
<b>Petroleum Traders</b>	1.9993/gallon*	.0413/gallon
<b>Mansfield Oil Company</b>	<b>.2560/gallon</b>	.0067/gallon
<b>RKA Petroleum</b>	No Bid	<b>.0065/gallon</b>
<b>Palmdale Oil Company</b>	.2181/gallon**	.0519/gallon
<b>Port Consolidated Inc.</b>	No Bid	.0260/gallon
<b>Quick Fuel Fleet Service</b>	.3000/gallon	.0580/gallon
<b>Glover Oil Company</b>	No Bid	.0295/gallon

\* Vendor bid a fixed cost per gallon for the diesel fuel, not a cost per gallon to secure fuel contracts.

\*\*Vendor's bid was only valid October 2009 through March 2010.

Both of these vendor's bids for these items were rejected as non-responsive to the bid requirements.

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

There was no DBE goal for this procurement. RKA Petroleum Companies is a Michigan certified Woman's Business Enterprise.

## **FISCAL IMPACT:**

The fuel cost for October 2009 through September 2010 will be included in the FY2010 annual operating budget.



# LYNX Board Agenda

## Consent Agenda Item #6.B. iii

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Linda Connell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Award Contracts  
Authorization to Award Contracts for General Liability and Workers'  
Compensation Legal Services.

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Fishback Dominick for Workers' Compensation and to execute contracts with the law firm of Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap P.A., and the firm of Zimmerman Kiser Sutcliffe for General Liability legal services. The term of each contract will be for three (3) years with two (2), one (1) year options.

### **BACKGROUND:**

At the December 11, 2008 LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposals (RFP) for General Liability and Workers' Compensation legal services. The proposal was released on February 9, 2009 with responses due by 2:00 P.M. EST on March 12, 2009.

Seven responses from the following firms were received for the General Liability Legal Service portion of the RFP.

- Broussard, Cullen & DeGailer, P.A.
- Dean, Ringers, Morgan & Lawton, P.A.
- Fishback Dominick
- Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A.

# LYNX Board Agenda

- Hilyard, Bogan & Palmer
- Rissman, Barrett, Hurt, Donahue & McLain, P.A.
- Zimmerman Kiser Sutcliffe

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

Bert Francis, Chief Financial Officer, LYNX  
Mike May, Director of Human Resources, LYNX  
Linda Connell, Manager of Risk, LYNX

## Non-Voting Member

Allyson Briggs, Senior Contracts Administrator

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

- Qualifications of the Firm **45**
- Staff Experience and Knowledge **35**
- Cost Proposal **20**

The SEC met at 2:00 P.M. on April 1, 2009 to discuss the seven responses. The meeting was publicly noticed in accordance with the Florida Sunshine Law.

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

- Hilyard, Bogan & Palmer (280)
- Zimmerman Kiser Sutcliffe (278)
- Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A. (277)
- Dean, Ringers, Morgan & Lawton, P.A. (275)
- Rissman, Barrett, Hurt, Donahue & McLain, P.A. (273)
- Fishback Dominick (271)
- Broussard, Cullen & DeGailler, P.A. (262)

After discussions on the proposals received from the seven firms, the SEC ranked the proposals received and short listed the following four firms to conduct presentations on April 7, 2009.

- Dean, Ringers, Morgan & Lawton, P.A.
- Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A.
- Hilyard, Bogan & Palmer
- Zimmerman Kiser Sutcliffe

The SEC met at 1:30 P.M. on April 7, 2009 for the presentations. The meeting was publicly noticed in accordance with the Florida Sunshine Law. The scoring of the presentations is as follows based on a total possible score of 300:

# LYNX Board Agenda

- Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A. (290)
- Zimmerman Kiser Sutcliffe (278)
- Hilyard, Bogan & Palmer (275)
- Dean, Ringers, Morgan & Lawton, P.A. (274)

It is the recommendation of the SEC to award a contract for General Liability Legal Services to the following two firms: Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A. and the firm of Zimmerman Kiser Sutcliffe.

Six responses from the following firms were received for the Worker's Compensation Legal Services portion of the RFP.

- Broussard, Cullen & DeGailler, P.A.
- Dean, Ringers, Morgan & Lawton, P.A.
- Fishback Dominick
- Rissman, Barrett, Hurt, Donahue & McLain, P.A.
- Zimmerman Kiser Sutcliffe
- Znosko & Reas, P.A.

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

- Fishback Dominick (285)
- Zimmerman Kiser Sutcliffe (283)
- Dean, Ringers, Morgan & Lawton, P.A. (275)
- Rissman, Barrett, Hurt, Donahue & McLain, P.A. (272)
- Broussard, Cullen & DeGailler, P.A. (261)
- Znosko & Reas, P.A. (259)

After discussions on the proposals received from the six firms, the SEC ranked the proposals received and short listed the following two firms to conduct presentations on April 7, 2009.

- Fishback Dominick
- Zimmerman Kiser Sutcliffe

The SEC met at 1:30 P.M. on April 7, 2009 for the presentations. The meeting was publicly noticed in accordance with the Florida Sunshine Law. The scoring of the presentations is as follows based on a total possible score of 300:

- Fishback Dominick (289)
- Zimmerman Kiser Sutcliffe (280)

It is the recommendation of the SEC to award a contract for Worker's Compensation Legal Services to Fishback Dominick.



# LYNX Board Agenda

## **FISCAL IMPACT:**

The current FY2009 Amended Operating Budget includes \$153,669 and \$70,000 for General Liability and Workers' Compensation legal fees, respectively. The FY2010 Operating Budget includes \$200,000 and \$100,000 for General Liability and Workers' Compensation legal fees, respectively. The future years of the contract will be included in the annual operating budget accordingly.

# LYNX Board Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Board of Directors

**From:** **Edward Johnson**  
CHIEF ADMINISTRATIVE OFFICER  
**Tony Walter**  
(Technical Contact)  
**Belinda Balleras**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** **Miscellaneous**  
**Authorization to Amend the Inter-Local Agreement with the City of Orlando For the Downtown Orlando LYMMO Expansion Program**

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the LYNX Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the Inter-Local Agreement with the City of Orlando to incorporate the procurement of services on behalf of the City of Orlando for the Downtown Orlando LYMMO Expansion Program.

### **BACKGROUND:**

In January 2009 the LYNX Board authorized staff to submit grant applications to the Federal Transit Administration (FTA) totaling \$926,000 and to execute an Inter-local Agreement with the City of Orlando for the LYMMO Expansion Alternatives Analysis (AA) study and subsequent funding for the expansion program.

To facilitate compliance and reporting with FTA's Title VI and Disadvantage Business Enterprise (DBE) regulation, it has been agreed that LYNX will handle the procurement of consulting services for the AA and subsequent phases of the LYMMO Expansion project. The City of Orlando will provide to LYNX staff a statement of work, evaluation criteria and suggested members to serve on the Source Selection Committee (SEC). The City of Orlando will be responsible for the project management of the contract only. LYNX will provide oversight to the City as needed and will be responsible for any contract modifications and payments made under the resulting contract.

# LYNX Board Agenda

LYNX staff and counsel are working with the City to finalize the attached draft Inter-Local Agreement. The Inter-Local Agreement is scheduled for adoption by the Orlando City Commission at their April 2009 meeting.

## **PROPOSED NEW EXPANSION:**

The Downtown Transit System Plan includes potential circulator routes that connect with the planned Commuter Rail stations. The circulator service would run at 5-10 minute headways and connect major destinations and attractions with Commuter Rail, connect remote parking garages to the Downtown core, and provide convenient circulation throughout Downtown.

The Downtown Transit Circulator Expansion Study recommended that three components be advanced in an Alternatives Analysis study. Those three components are:

1. East-West Circulator – a proposed Circulator using Central Boulevard to head westbound from Eola Drive to Parramore Street, then south on Parramore Street to Church Street, eastbound to Eola Drive, then north back to Central Boulevard. Phase II of this alternative includes an addition connecting the Thornton Park area all the way to the Citrus Bowl.
2. Downtown–Uptown Loop – a proposed connection from Orlando Health (OH) to Florida Hospital, with service Downtown using existing LYMMO Lanes on Magnolia Avenue and providing service to the uptown area along Orange Avenue and Magnolia Avenue
3. Alternative Corridors – Alternative corridors include the possible extensions of proposed routes for special events shuttle with service between the proposed Creative Village on the existing Centroplex City-owned property and the new Downtown Venues.

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

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10% for DBE participation.

## **FISCAL IMPACT:**

Funding for the Alternatives Analysis study in the total amount of \$926,000 (Federal share) will be included in the LYNX operating budget for FY 2009 and FY 2010. The City of Orlando has allocated funding for the study and will provide the required 20% local match in the amount of \$231,500, beginning with \$60,000 for the initial grant funding.

Depending on the outcome of the procurement, the City commits to funding additional local dollars necessary to complete the AA study.



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**INTERLOCAL AGREEMENT**

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

By and between

**City of Orlando, Florida,**

**and**

**Central Florida Regional Transportation Authority (d/b/a LYNX)**

**Relating to a Downtown Orlando Transit Circulator Expansion Alternatives  
Analysis Study and Subsequent Funding for the Expansion Program**

\_\_\_\_\_, 2009

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Orlando City Council  
Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2009

Central Florida Regional Transportation Authority Governing Board  
Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2009

THIS DOCUMENT PREPARED BY:

**Roy Payne, Esq.**  
Fla. Bar No. \_\_\_\_\_  
Assistant City Attorney

**Patrick T. Christiansen, Esq.**  
Fla. Bar No. 0146230  
General Counsel

City of Orlando  
Orlando City Hall  
400 S. Orange Ave.  
Orlando, Florida 32801  
(407) \_\_\_\_\_

Akerman Senterfitt  
CNL Tower II, Suite 1200  
420 S. Orange Ave.  
Orlando, Florida 32801  
(407) 419-8545

**THIS INTERLOCAL AGREEMENT** ("**Agreement**"), made in the City of Orlando, County of Orange, State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the "**City**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**").

**WITNESSETH**

**WHEREAS**, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

**WHEREAS**, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

**WHEREAS**, this Agreement is made and entered into by the City and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

**WHEREAS**, the City has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network; and

**WHEREAS**, pursuant to the Downtown Orlando Transportation Plan, the expansion of the LYMMO network is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

~~WHEREAS, the parties desire to perform a LYMMO Expansion Alternatives Analysis expansion alternatives analysis study (the "AA Study"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network (the "Project"); and~~

~~WHEREAS, the Project AA Study is the first step of the United States Department of Transportation Federal Transit Administration (the "FTA") New Starts planning and project development process which must emerge from a regional, multi-modal transportation planning process; and~~

~~WHEREAS, the FTA's New Starts program is the federal government's primary financial resource for supporting locally planned and implemented major, and operated transit "guideway" capital improvements investments; and~~

~~WHEREAS, an Alternatives Analysis alternatives analysis study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for Alternatives and Analysis studies helping to determine which projects may result in the local selection of a project eligible for FTA New Starts funding; and~~

~~WHEREAS, an Alternatives alternatives and Analysis analysis study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' preliminary engineering; and~~

~~WHEREAS, the Authority has submitted or will be submitting grant applications to the FTA for two grants estimated in the amount of \$240,000 and \$686,000, respectively (collectively, the "FTAAA Study Grants"), to partially fund the Project AA Study; and~~

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~~WHEREAS, the City has allocated funding for the Project AA Study and will provide a 20% local match estimated in the amount of \$231,500,574,000 (the "Local Match"); and~~

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~~WHEREAS, LYNX desires to contract with the City the Authority intends to submit additional grant applications to FTA for future discretionary and/or New Starts funding to be used to support future phases of the New Starts planning and project development process and the New Starts Project (as hereinafter defined); and~~

~~WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Project, itself or through a AA Study and, to the extent applicable and appropriate, future phases of the New Starts planning and project development process and the New Starts Project; and~~



WHEREAS, the Authority desires that the City serve as the project manager to oversee, direct, and supervise the performance of the Qualified Private Supplier (as defined below) or Qualified Private Suppliers in regards to the AA Study, future phases of the New Starts planning and project development process, and the New Starts Project;  
and

WHEREAS, the City Council of the City of Orlando, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the City of Orlando; and,

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. **“Agreement”** means this Interlocal Agreement by and between the City of Orlando, Florida, and the Central Florida Regional Transportation Authority, including all incorporated attachments and exhibits, as may be amended from time to time.

2.2. ~~“Alternative Analysis study” has the meaning given such term as set forth in the Recitals to this Agreement.~~ **AA Study** means an alternative analysis study, the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network.

2.3. **“AA Study Grants”** means the two grants from the FTA estimated in the amount of \$240,000 and \$686,000, respectively. The AA Study Grants are each, individually, referred to herein as an “AA Study Grant.”

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~~2.3.~~ **2.3.—“Authority”** means the Central Florida Regional Transportation Authority, d/b/a LYNX, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes.



~~2.5.~~ ~~2.4.~~ “**City**” means the City of Orlando, Florida, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida.

~~2.6.~~ ~~2.5.~~ “**Commuter Rail**” means the commuter rail transit project that will run along a 61-mile stretch of existing rail freight tracks in the four-county area of Orange, Seminole, Volusia and Osceola counties.

~~2.7.~~ ~~2.6.~~ “**DBE Program**” means the U.S. Department of Transportation’s Disadvantaged Business Enterprise Program which is administered pursuant to 49 CFR Part 26.

~~2.8.~~ “**FTA**” means the ~~United States~~ U.S. Department of Transportation Federal Transit Administration.

~~2.9.~~ ~~2.7.~~ “**FTA Grants**” means the ~~two grants from the FTA in the amount of \$240,000 and \$686,000, respectively. The FTA Grants are each, individually, referred to herein as an~~ “**FTA Grant.**”

~~2.8.~~ “**Local Match**” means the money that the City’s 20% match to the FTA Grants in the amount of \$231,500. has agreed to contribute to fund the AA Study estimated in the amount of \$574,000.00.

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~~2.10.~~ ~~2.9.~~ “**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of “LYMMO.”

~~2.10.~~ “**Master Agreement**” means the FTA document incorporated by reference and made part of FTA’s standard grant agreements and cooperative agreements that contains the standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA.

~~2.11.~~ “**Master Agreement**” means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2008, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

~~2.12.~~ “**New Downtown Venues**” means the Dr. Phillips Orlando Performing Arts Center, the Events Center, and the Florida Citrus Bowl.

~~2.13.~~ “**Project**” means an ~~Alternative Analysis study, the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network.~~ **New Starts Project**” means a transit fixed “guideway” project for which FTA agrees to provide New Starts Funding and which results from the AA Study.

2.14. **“Qualified Private Supplier(s)”** means any person or firm (or persons or firms) retained by the City Authority to provide goods and services related to the AA Study or, to the extent applicable, future phases of the New Starts planning and project development process and the New Starts Project, all in accordance with this Agreement.

~~3. Agreement to Furnish Services. The City hereby agrees that it will furnish all labor, materials, equipment, tools, supplies and incidentals necessary to complete the Project. The parties acknowledge that the Authority is an FTA designated recipient and the Project will be funded in part with FTA funds. The City is hereby designated the “Project manager” and consequently will be responsible to oversee, direct, and supervise all aspects of the Project and verify that the Project complies with the Project scope as identified herein and as otherwise set forth in the FTA grant applications, copies of which are attached hereto as Exhibit A. In addition, the parties agree that the Project shall be carried out and the FTA Grants shall be utilized in accordance with the Master Agreement, the terms of which are hereby incorporated herein by this reference. It is anticipated that the Project will be completed in approximately 18 months from the later of the effective date of this Agreement and the date that the Authority first receives an FTA Grant.~~

~~4. Qualified Private Supplier. The City may select a Qualified Private Supplier or Qualified Private Suppliers to perform work, or any portion thereof, related to the Project. The City shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers, if any. The method by which the City seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers, if any, shall be at the sole and absolute direction and responsibility of the City, subject in any case to the Master Agreement and all applicable FTA procurement Regulations. Nothing in this Agreement shall be interpreted to require that the City select a Qualified Private Supplier or Qualified Private Suppliers. If the City selects a Qualified Private Supplier or Qualified Private Suppliers, the City understands and accepts that the Authority may terminate this Agreement pursuant to paragraph 27 of this Agreement if the Qualified Private Supplier or any one of the Qualified Private Suppliers fails to perform any of their respective work in accordance with the terms and conditions of this Agreement, but only if the City fails to cure such failure within the applicable cure period. The Authority understands and accepts that it is the intent of the City at the time that this Agreement is originally executed for the City to select a Qualified Private Supplier or Qualified Private Suppliers through a Request for Proposals or similar process. The Authority also understands and accepts that if the City is unable to obtain and contract with, in the opinion of the City, such a suitable Qualified Private Supplier or Qualified Private Suppliers, then the City may, in its discretion, terminate this Agreement.~~

~~5. Reimbursements. The parties agree that the total budget for the Project (the “Project Budget”) is \$1,041,750. The Project Budget is equal to the sum of the FTA Grants and the Local Match less a 10% administrative fee assessed by the Authority. The Authority may in its sole and absolute discretion reduce its administrative~~



~~fee in the event that it determines that the administrative fee is unnecessary to support its administrative expenses incurred in connection with the Project. If it so reduces its administrative fee, the Project Budget shall be correspondingly increased. As full compensation for the services performed by the City or any Qualified Supplier, the Authority agrees to reimburse the City for 80% of all of its eligible costs incurred in the performance of such services. The remaining 20% shall be borne by the City. The sum of all eligible costs shall not exceed the Project Budget. Any eligible costs in excess of the Project Budget shall be solely the responsibility of the City. A cost will be "eligible" when the City complies with each of the following requirements in respect of the particular cost for which it is seeking reimbursement and the Authority makes the determination that the cost meets all requirements of Federal Procurement Regulations and OMB Circular A-87.~~

- ~~(i) The City approves the nature and propriety of the cost;~~
- ~~(ii) The City submits a work progress report which shows the work performed corresponding to the particular cost; and~~
- ~~(iii) The City sends the Authority proof that the particular cost has been incurred (i.e., the City submits proof that it has paid the bill to which the cost relates).~~

~~The Authority shall reimburse the City for its eligible costs within thirty days after receipt and approval by LYNX of the City's documentation relating to such cost, which documentation complies with the requirements of (i) (iii) above. The Authority shall only be responsible to reimburse a portion of eligible costs to the extent of the FTA Grants received to date. Any costs in excess of such amounts shall be solely the responsibility of the City.~~

~~6. **Right to Audit.** The City shall maintain and keep, or will cause to be maintained and kept by any Qualified Private Supplier or other relevant third party, full and accurate books and records, and any other accounting or financial documents or records, invoices, general ledgers, accounts receivable records, accounts payable records, payroll records, or other materials as is reasonably necessary to audit, track, and verify all expenditures related to the Project. The City shall retain and maintain or cause such books and records to be retained and maintained for at least five (5) years after the termination date of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination date of this Agreement, the Authority and the FTA, and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the City and any Qualified Private Supplier or other relevant third party as described in this paragraph. The City shall make or cause to be made available such books and records for the aforesaid purpose. The Authority agrees that any auditor that it designates to act pursuant to this paragraph shall either be knowledgeable in auditing such books and records or shall joint venture the engagement with another auditor having such knowledge and experience. Any books and~~

records required to be disclosed to the Authority and the FTA pursuant to this paragraph shall be subject to reasonable confidentiality restrictions not inconsistent with law, and shall be available for review during normal business hours on reasonable notice at the offices of the City in Downtown Orlando and may not be removed without the consent of the City, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the City and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this paragraph shall be borne by each respective party. The rights granted to the Authority under this paragraph shall be in addition to and not in limitation of any other inspection or audit rights that the Authority may have under law.

2.15. “Title VI Program” means the U.S. Department of Transportation’s Title VI program which is administered pursuant to 49 CFR Part 21.

~~3.~~ 7. Project and Project Expansion Scope of AA Study. The Project AA Study will consider potential circular routes that connect with planned Commuter Rail stations. The circulator service would run at 5-10 minute headways and connect major destinations and attractions with Commuter Rail, connect remote parking garages to the Downtown Orlando core, and provide convenient circulation through Downtown Orlando. The Project AA Study will consider, at least, the following three components:

- (i) East-West Circulator – A circulator using Central Boulevard to head westbound from Eola Drive to Parramore Street, then south on Parramore Street to Church Street, eastbound to Eola Drive, then north back to Central Boulevard. Phase II of this component includes an addition connecting the Thornton Park area all the way to the Citrus Bowl.
- (ii) Hospital-Uptown Loop – A connection from Orlando Health (OH) to Florida Hospital, with service Downtown using existing LYMMO lanes on Magnolia Avenue and providing service to the uptown area along Orange Avenue and Magnolia Avenue.
- (iii) Alternative Corridors – The possible extensions of proposed routes for special events ~~shuttles~~shuttling with service between the proposed Creative Village on the existing Centroplex City-owned property and the New Downtown Venues.

The AA Study shall be carried out in accordance with the project descriptions contained in the grant applications for the AA Study Grants, copies of which are attached hereto as Exhibit A, as well as the Master Agreement, the terms of which are hereby incorporated herein by this reference.

4. Qualified Private Supplier. The Authority will select, and contract with, a Qualified Private Supplier or Qualified Private Suppliers to carry out the AA Study and, to the extent applicable and appropriate, future phases of the New Starts planning and

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project development process and the New Starts Project. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement Regulations. The City understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a Request for Proposal or similar process. The City also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the AA Study, future phases of the New Starts planning and project development process or the New Starts Project), then the Authority may, in its discretion, terminate this Agreement per Section 29.2, herein.

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5. **Agreement to Furnish Services.** The City is hereby designated the “project manager” and consequently will be responsible to oversee, direct, and supervise all aspects of the Qualified Private Supplier or Qualified Private Suppliers’ performance. Authority shall ensure that the Contract, as that term is hereinafter defined, contains provisions authorizing the City to act as “project manager” and thereby complete the obligations described in this paragraph. The City will use good faith efforts to assure that the Qualified Supplier or Qualified Suppliers’ work complies with (a) the scope of the AA Study as described in Section 3 and, in the case of future phases of the New Starts planning and project development process and the New Starts Project, the project description contained in the relevant grant applications and the Master Agreement; (b) any additional requirements imposed by the Request for Proposal or other solicitation documents that the Authority uses to engage the Qualified Supplier or Qualified Suppliers (collectively, the “Solicitation Document”); and (c) the contract or contracts that the Authority enters into with the Qualified Private Supplier or Qualified Private Suppliers (collectively, the “Contract”). Subparagraphs (b) and (c) shall only apply if the Authority has previously provided the Solicitation Document and the Contract to the City for review and approval. The City will serve as the primary point of contact for the Qualified Private Supplier or Qualified Private Suppliers with regard to operational issues. The City shall keep the Authority regularly informed as to the Qualified Private Supplier or Qualified Private Suppliers’ performance in carrying out the AA Study and, to the extent applicable, future phases of the New Starts planning and project development process and the New Starts Project. In addition, the City shall keep the Authority regularly informed as to the Qualified Private Supplier or Qualified Private Suppliers’ compliance with (a), (b), and (c) above. Authority shall be responsible to enforce the terms of the Contract and ensure the Qualified Private Supplier(s)’ compliance with the Title VI or DBE Program requirements set forth in the Solicitation Document or Contract or the Study Grants.

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6. **Project Budget.** The parties anticipate the total cost of the AA Study to be \$1,500,000 (the “Project Budget”). The Project Budget is equal to the sum of the AA Study Grants and the Local Match. The City agrees to provide the Local Match to the



Authority within 30 days of the Authority's receipt of the AA Study Grants funds. The Authority will pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is responsible to review any invoices paid from the Project Budget and to ensure that each invoice is valid and consistent with the terms of the AA Study Grants and the contract between Authority and the Qualified Supplier(s). Upon City's request, the Authority will submit copies of the invoices to the City for review prior to the Authority's payment of same. The City's request for copies of the invoices will not impose any obligation upon the City to ensure the validity thereof. If at any time the Authority believes that the cost to perform the AA Study will exceed the Project Budget, then the Authority shall notify the City of such belief and the City and the Authority shall discuss whether or not and to what extent, if any, the City will provide additional monies to fund the AA Study or to what extent the scope of services in the Contract should be reduced. Should the Authority and the City fail to reach an agreement, then either party may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement shall be terminated on the date which is 30 days following the receipt of the notice of termination (or such later date as specified in such notice). Upon termination of this Agreement or completion of the Project, then to the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget are less than the Project Budget, the Authority shall promptly reimburse the City for any remaining portion of the Local Match. For purposes of determining the portion of the Local Match remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Match and AA Study Grant funds.

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**Deleted:** In addition, the Authority shall be entitled to recoup and/or pay out of the Project Budget its attorneys' fees and other legal expenses incurred in connection with the AA Study, including those incurred in the preparation of this Agreement, the Solicitation Document, and the Contract.

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**7. Project Administrative Fee.** The Authority shall be entitled to draw down up to 10% of the total AA Study Grants amount which amount shall include an additional 25% match (provided by the City as a portion of the Local Match) for each AA Study Grant, for its project administration expenses as and when determined by the Authority in its reasonable discretion. (The estimated total of the AA Study Grants amount including the 25% match for each grant is \$1,157,500.) The Authority's "project administrative expenses" consist of those expenses incurred by it in performing its obligations in connection with the AA Study, including, without limitation, (a) soliciting a Qualified Private Supplier or Qualified Private Suppliers in accordance with Section 4; (b) complying with DBE Program requirements; (c) complying with Title VI Program requirements; and (d) the Authority's overhead allocable to the AA Study. The 10% limitation on the amount that the Authority may draw down out of the Project Budget shall include legal expenses incurred in connection with the AA Study, including those incurred in connection with the preparation of this Agreement, the Solicitation Document and the Contract.

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**8. Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the AA Study and, to the extent applicable, future phases of the New Starts planning and project development process, and the New Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this



Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the City and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The City agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the City pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the City under this section shall be in addition to and not in limitation of any other inspection or audit rights that the City may have under law.

In the event that the Project result in the local selection of a project eligible for FTA New Starts funding, the parties agree to negotiate an amendment to this Agreement to delineate such additional rights and responsibilities of the parties necessitated by the expanded scope of the Project. In connection with any expended project scope utilizing FTA New Starts funding, the Authority shall continue to serve as the FTA grantee and the City shall continue to serve as the Project manager.

9. **Additional Funding.** Upon completion of the AA Study, the Authority intends to submit additional grant applications to FTA for discretionary and/or New Starts funding which, if approved, would be used exclusively for future phases of the New Starts planning and project development process as well as the New Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such additional grant applications or that the City will participate in funding the project. If FTA approves the Authority's additional grant applications and provides the Authority with discretionary and/or New Starts funding, then the parties will cooperate in good faith to pursue the project for which the funding was awarded. For each future phase of the New Starts planning and project development process as well as for the New Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the City will provide the services of a "project manager" as described in Section 5; (c) the parties shall agree upon a budget for the project which will consist of an amount provided by FTA and may include a local match provided by the City; (d) the Authority will be entitled to draw down up to 10% of the AA Study Grants amount, which amount shall include an additional 25% match (provided by the City as a portion of the Local Match) for each AA Study Grant, for its project administration expenses (as that term is used in Section 7 above) for that particular project; (e) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 6 and pay or recoup its legal expenses as provided in Section 7 above.

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10. ~~8.~~ **Indemnification by Third Parties.** On and after the effective date of this Agreement, the City and the Authority shall require all third party vendors (~~including without limitation a Qualified Private Supplier~~) providing any goods or services related in any way to the Project pursuant to this Agreement (~~including without limitation a Qualified Private Supplier, if any~~), ~~if any~~ to the AA Study, future phases of the New Starts planning and project development process or the New Starts Project (if applicable), to defend, indemnify, and hold harmless both the City and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “**Indemnitees**” and individually as the “**Indemnitee**” ~~for the purposes of this paragraph only~~) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party’s performance of any work (or failure to perform any obligation or duty associated with such work) associated with the AA Study, the future phases of the New Starts planning and project development process or to the New Starts Project—as anticipated by this Agreement, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this paragraph ~~section~~ shall constitute or be construed to mean or result in any indemnification of any matter by the City or the Authority to any other party, nor shall it constitute a waiver by the City or the Authority of its grants and privileges under the principle of sovereign immunity, ~~including the limitations of liability referenced therein~~. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

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11. ~~9.~~ **Third Party Insurance.** On and after the effective date of this Agreement, the City and the Authority shall require all ~~third party vendors~~ Qualified Private Suppliers providing any goods or services related in any way to the AA Study, future phases of the New Starts planning and project development process or to the New Starts Project pursuant to this Agreement (~~including without limitation a Qualified Private Supplier, if any~~) to provide and maintain insurance in accordance with the insurance coverage policies of the City and the Authority for such third party goods and services providers. The respective policy or policies must name the City and the Authority as an additional insured. Nothing contained herein shall require the City or the Authority to itself obtain any insurance. ~~Nothing in this Agreement, including the requirement to list the City and the Authority as “additional insureds,” on any insurance policy, shall constitute a waiver by the City or the Authority of its grants and privileges under the principle of sovereign immunity, including the limitations of liability referenced therein.~~

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12. ~~10.~~ **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the City or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the City or the Authority hereunder.

13. ~~11.~~ **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the City: \_\_\_\_\_  
City of Orlando  
Orlando City Hall  
40 S. Orange Ave.  
Orlando, Florida 32801  
Telephone: (407) \_\_\_\_\_  
Facsimile: (407) \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Authority: \_\_\_\_\_  
LYNX  
455 N. Garland Ave.  
Orlando, Florida 32801  
Telephone: (407) \_\_\_\_\_  
Facsimile: (407) \_\_\_\_\_

with copy to: \_\_\_\_\_ Akerman Senterfitt  
\_\_\_\_\_  
\_\_\_\_\_  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esquire  
Telephone: \_\_\_\_\_ (407) 423-4000  
Facsimile: \_\_\_\_\_ (407) 843-6610

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

14. ~~12.~~ **Assignment.** ~~The Authority~~ Neither party may not assign this Agreement, or any portion thereof, without the prior, written consent of the ~~City~~ other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in ~~paragraph~~ Sections 4 hereinabove and 9.

15. ~~13.~~ **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

16. ~~14.~~ **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

17. ~~15.~~ **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

18. ~~16.~~ **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The City and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

19. ~~17.~~ **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which render the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

20. ~~18.~~ **Further Assurances.** The City and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

21. ~~19.~~ **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the City and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

22. ~~20.~~ **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

23. ~~21.~~ **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the City as a joint adventurer or partner of the Authority. The City represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the City and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as independent entities and not as agents of the other party hereto.

24. ~~22.~~ **Severability.** If any sentence, phrase, ~~paragraph~~section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

25. ~~23.~~ **Default Notice.** The City and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

26. ~~24.~~ **Non-action or Failure to Observe Provisions.** The failure of either the City or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the City or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

27. ~~25.~~ **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

28. ~~26.~~ **Effective Date.** This Agreement shall be effective beginning ~~on the day immediately following this Agreement being filed in the Official Records of Orange County, Florida, unless such day is a Saturday or legal holiday, in which case the next immediately following day that is neither a Saturday or legal holiday shall be the date of effectiveness.~~ This Agreement shall be filed in the Official Records of Orange County,



Florida, by the Authority, and at the Authority's sole expense and effort, by no later than \_\_\_\_\_ ( ) days following execution by the second of the two parties to execute as of the date first set forth above.

29. ~~27.~~ **Termination of Agreement.**

29.1. ~~27.1.~~ **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within \_\_\_\_\_ ( ) 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice.

29.2. ~~27.2.~~ **For Convenience.** Prior to the award of the AA Study Grants to the Authority, each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than \_\_\_\_\_ ( ) 30 days from the date of the notice of termination.

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30. ~~28.~~ **Authority to Execute and Comply.** The City and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the City and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

31. ~~29.~~ **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

32. ~~30.~~ **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

33. ~~31.~~ **Counterparts; Copies.** Only one (1) original of this Agreement shall be executed by the parties hereto. The fully executed original version of this Agreement shall be filed in the Official Records of Orange County, Florida, as described in



paragraph 26 hereinabove. The fully executed original version that is returned by the keeper of the Officials Records of Orange County, Florida, shall be kept by the City Clerk of the City of Orlando, Florida. True and accurate telecopies, This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

34. ~~32.~~ **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principle or the limits of liability referenced therein, and each party retains its rights and grants under sovereign immunity.

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**IN WITNESS WHEREOF,** the City and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

\*\*[Remainder of this page intentionally left blank. Signature pages to follow.]\*\*

SIGNATURE PAGE BY CITY

FOR THE CITY OF ORLANDO,  
FLORIDA, a Florida municipal corporation:

\_\_\_\_\_  
Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA:

\_\_\_\_\_  
City Attorney

SIGNATURE PAGE BY AUTHORITY

FOR THE CENTRAL FLORIDA  
REGIONAL TRANSPORTATION  
AUTHORITY, a Florida statutory agency:

By: \_\_\_\_\_  
Linda Watson, Chief Executive Officer

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
ONLY FOR THE USE AND RELIANCE OF THE  
CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY:

By: \_\_\_\_\_  
Akerman Senterfitt, its General Counsel



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**Exhibit A**  
**FTAAA Study Grant Applications**

[See Attached]

# LYNX Board Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Amend Contract #06-034 with MV Transportation for the  
Operation of Flex Service

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify Contract #06-034 with MV Transportation, Inc., for the operation of flex service.

### **BACKGROUND:**

MV Transportation has been operating the PickUpLine service in the Poinciana community since June 2007.

The PickUpLine was originally introduced as a demonstration project in conjunction with a Federal Transit Administration (FTA) Rural Intelligent Transportation System (ITS) joint grant between LYNX and Polk County Transit Services (PCTS).

Because the demonstration project was minor in expenses, for a limited period of time, and was similar in nature to demand-response paratransit service, it was determined that MV Transportation could operate the project under their existing Paratransit Service Contract #06-034.

# LYNX Board Agenda

With LYNX' business decision to replace low-ridership fixed route service with Flex PickUpLine Service, it was determined that LYNX should formally contract with a provider to operate flex service. A Request for Proposal (RFP) was released in January 2009, with an expectation that a Contractor would be selected and a request to award a contract would be presented at the March 2009 Board of Directors meeting.

The original due date of the RFP was extended in order to respond to numerous questions and clarifications received from interested firms. Due to the time extension and the time required to evaluate the proposals received, the award could not be presented to the Board in April. The request for authorization to award a contract will be presented at the May Board meeting.

Because LYNX has moved forward with removing low-ridership fixed routes in our planning process, including the removal of two routes effective April 26, 2009, and replacing them with less costly flex service, staff is requesting authorization to modify Contract #06-034 with MV Transportation to formally allow them to continue to provide flex service. Service would be provided at the revenue hour reimbursement rate in Contract #06-034, which is \$35.53. The modification will allow termination without cause with a 30-day notice, to allow the selected provider to take over the flex service transportation.

## **FISCAL IMPACT:**

The reduction in fixed route service and replacement with less costly flex service has been incorporated in our approved Fiscal Year 2009 budget. The existing Contract with MV Transportation has sufficient funds to cover expenses associated with the additional PickUpLine services.



# LYNX Board Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Miscellaneous  
Authorization to Approve Community Art/Shelter Program

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting permission from the LYNX Board of Directors' to implement the Community Art/Shelter Project and install art/shelters within the tri-county service area in time for the American Public Transportation Association's (APTA) 2009 annual conference.

### **BACKGROUND:**

#### **Community Art/Shelter Program**

Beginning in October 08, LYNX was approached by patrons within the art community to partner in establishing a public program that would bring art to the grassroots citizenry and showcase landmark locations throughout the tri-county area.

The incorporation of art into all areas of transit projects that are visible to the public is considered to be an eligible capital cost as a part of planning, design, and construction activities. In fact, FTA policy states that "the visual quality of the nation's mass transit systems has a profound impact on transit patrons and the community at large. Mass transit systems should be positive symbols for cities, attracting local riders, tourists, and the attention of decision makers for national and international events. Good design and art can improve the appearance and safety of a facility, give vibrancy to its public spaces, and make patrons feel welcome. Good design and art will also contribute to the goal that transit facilities help to create livable communities."

# LYNX Board Agenda

The shelters will each be one-of-a-kind as designed by artists and architects and will be self contained units with built-in solar power support for lighting. They /will be designed to generate an impact on mass-transit customers, citizens and visitors to our community. Being a cultural and tourist entity that Central Florida is, these one-of-a-kind pieces will serve as both aesthetic art and offer the functionality of a shelter.

The placement of these art/shelters throughout the tri-county is meant to compliment the landscape and or the architectural elements that would surround them. Their architectural nature will make them a focal point as well as three dimensional features that would enhance their location and serve the function of sheltering our users from rain and sun on a daily basis.

Art/shelters will be manufactured as a maintenance free entity. This will be accomplished through their open nature, single unified color, sealed non-porous materials and solar power. As such, these sculptural entities will deliver shelter and beauty to their users with little further maintenance. Art/shelters will be manufactured with a special coating that will allow graffiti removal. The Art/Shelter can withstand category 3 hurricanes.

## Phase 1

- Build and install initial shelters.
- Utilize Florida Hospital's gift of \$70,000 for the project

## Phase 2

- Continue collaboration with project members building and installing art/shelters with available FTA and formula funds.

## Project Involvement Directory

Tim Burrill – Florida Hospital  
Hunton Brady Architects  
Mark Cosgrove – Arts Community  
Joan Carroll – Keep Winter Park Beautiful  
Lisa Cuatt – Art Gallery, Owner  
Donna Dowless – Arts Community  
Walt Gieger – Morris Architects  
Tim Hutching – F.H. Construction  
Hans Kairies – Development for OMA  
Shelly Lake – Arts Patron  
Shannon Larimar – Downtown Arts District  
Cellan Lehman – Arts Community  
Theo Lotz – UCF, Coordinator/FI Arts

John Marhoefer – Arts, Industrial Engineer  
J. Marsh McLawhorn, LYNX  
Rich Morrison, Sr. V.P. Florida Hospital  
Marina Grant Morrissee, Dir. OMA  
Hansen Mulford, Curator, OMA  
Margy Pabst – Pabst Foundation  
Sara Segal – Arts Community  
Beth Thibodaux, Florida Hospital  
Jeff Reine, Project Manager, LYNX  
Peyton Robertson, CM Project Manager  
Linda Watson, LYNX  
Steve Lansrud – Arts, Industrial Engineer

# LYNX Board Agenda

## **FISCAL IMPACT:**

The costs associated with this project will be consistent with the costs LYNX currently spends for shelter construction and installation. Additionally, Florida Hospital has committed \$70,000 towards this community venture.

Current	10X10 Shelter	15X15 Shelter
Build Shelter	\$ 8,800.00	\$19,615.00
Installation	\$10,500.00	\$15,890.00
Engineering	\$ 1,800.00	\$ 1,800.00
Permitting	\$ 2,000.00	\$ 2,000.00
Cost increase with Solar	\$ 3,100.00	\$ 6,200.00
<b>Total</b>	<b>\$26,200.00</b>	<b>\$45,505.00</b>

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

All DBE requirements will be met within the exiting shelter procurement and construction guidelines.



# LYNX Board Agenda

## 5 Consent Agenda Item #6.C. iv

**To:** LYNX Board of Directors

**From:** **Edward Johnson**  
Chief Administrative Office  
**Doug Jamison**  
(Technical Contact)  
**William Hearndon**  
(Technical Contact)  
**Tori Iffland**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Execute a Grant with Federal Transit Authority (FTA) for the Phase II Partial Deployment of the "Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC)" Project

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a grant agreement with the Federal Transit Administration (FTA) for Phase II funding of components of the Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC) up to \$100,000 as designed during Phase I of the project.

### **BACKGROUND:**

There are 52 Federal programs that fund transportation services for the transportation disadvantaged. Due to inefficiencies, limited resources, and a lack of coordination, delivery of human services transportation is challenging. While both the transportation and health and human service communities are implementing emerging technologies for more efficient service delivery, the two communities are often unaware of the research, new approaches and advances that each is making.

LYNX responded to an RFP issued by the FTA in 2006 with a proposal for a "Model Orlando Regionally Efficient Traveler Management Coordination Center (MORE-TMCC)". LYNX has partnered with transportation, planning, and health and human service agencies throughout Orange, Osceola, Seminole, and Polk counties. The TMCC is a unique concept that creates efficiencies in transportation delivery through optimal multi-jurisdictional route planning, provision of seamless transportation services, utilization of a universal cashless fare payment system, and automated billing. The TMCC system development and design for the Central

# LYNX Board Agenda

Florida area will serve rural, suburban and urban travel of senior citizens, people with disabilities, economically disadvantaged citizens, and Medicare and Medicaid recipients.

It is the mission of the MORE-TMCC to:

- Advance coordination between multiple transportation and health and human services organizations within the region
- Deliver enhanced transportation services seamlessly across county boundaries and between multiple funding programs
- Provide an opportunity to serve general public mobility demand within the service region in areas currently un-served and underserved by general public transport services
- Utilize existing and planned Intelligent Transportation Systems for human service and general public accessibility enhancements
- Further develop existing community resources and programs to maximize services and build upon institutional arrangements of established operational consortiums and agencies
- Engage stakeholders in interagency coordination and cooperation utilizing the Framework for Action Model

Central Florida was among 8 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. Proposals were evaluated by the Federal team with consideration given to the ability to replicate the design at other sites across the nation and the potential for this reliability. Awards for full Phase II deployments were given to the teams from Aiken, S.C., Cherry Hill, N.J., and Paducah, K.Y. The remaining four teams, including Central Florida, were asked to re-submit smaller proposals for the remaining \$400,000 to deploy components of their original designs and to support the three main awardees.

## **PROPOSED NEW EXPANSION:**

Staff has proposed implementing two components of the Phase II design for deployment. These two components will provide a foundation for a possible full implementation of MORE-TMCC at a later date.

A customer payment card system would be implemented initially for paratransit customers, though it will be able to be made available on all LYNX vehicles in an expansion of the program. Each payment card would include the customer's photograph to help reduce fraud by unauthorized users. Cards would contain the customer's eligibility information to determine if the customer is eligible for reduced fares, and would be able to store value for use in fare payment.

Multimedia trip management will allow customers "around the clock" access to book, view, or cancel trips online or via the Interactive Voice Response (IVR) phone system. Additionally, representatives from human service agencies, dialysis clinics, and nursing homes will be able to access their customers' trips as well. This system will reduce telephone call hold times and customer "no shows" as they will be able to manage their trips on-line. Additionally, a "short message system" (SMS) will be implemented to notify customers of their vehicle's imminent arrival reducing dwell time during pick ups.

# LYNX Board Agenda

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

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10% for DBE participation.

## **FISCAL IMPACT:**

The current approved budget included \$5,000,000 anticipating a full award for a Phase II deployment of the MORE-TMCC. This amount will be amended to an amount of \$300,000, composed an anticipated \$100,000 in Federal grant funds for this grant 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.



## **CFRTA RESOLUTION #09-002**

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX); AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT 424116-1-84-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MODEL ORLANDO REGIONALLY EFFICIENT TRAVEL MANAGEMENT COORDINATION CENTER (MORE-TMCC);

**WHEREAS**, there is a Public Transit Service Development Grant Program which shall be administered by the Florida Department of Transportation (FDOT) and the grant funds will provide initial funding for new or innovative services to improve or expand public transit; and

**WHEREAS**, LYNX has satisfied the requirement to complete a Transit Development Plan (TDP) for FY 2009-2018 which has been submitted to FDOT in June 2008 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program; and

**WHEREAS**, this is a Resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of the Joint Participation Agreement #424116-1-84-01 with the Florida Department of Transportation for the Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC); and

**WHEREAS**, this BOARD has the authority to authorize the execution of the Joint Participation Agreement.

### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to authorize the execution of the Joint Participation Agreement # 424116-1-84-01
- 2.
3. The BOARD authorizes the Chief Executive Officer (CEO) or designee to execute the Joint Participation Agreement #424116-1-84-01 with the Florida Department of Transportation for MORE-TMCC Technology Project in the amount of \$200,000.
4. That the above authorization shall be continuing in nature until revoked by the Chairman of the governing Board.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of April 2009, by the governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Chairman

Attest:

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

*z/10/08*

# LYNX Board Agenda

## Consent Agenda Item #6.C. v

**To:** LYNX Board of Directors

**From:** **Edward Johnson**  
CHIEF ADMINISTRATIVE OFFICER  
**Tony Walter**  
(Technical Contact)  
**Doug Jamison**  
(Technical Contact)  
**Belinda Balleras**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** **Miscellaneous**  
**Authorization to Execute a Joint Participation Agreement with the Florida Department of Transportation (FDOT) for the Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC) Project Service Development Grant**

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Resolution #09-002 for Joint Participation Agreement (JPA) #424116-1-84-01 with the Florida Department of Transportation District 5 (FDOT) for the Model Orlando Regionally Efficient Travel Management Coordination Center (MORE-TMCC) Project Service Development Grant in the amount of \$200,000.

### **BACKGROUND:**

LYNX applied for and was awarded a Service Development Grant from the Department of Transportation District 5 in the amount of \$200,000 for a regional Intelligent Transportation Systems deployment for the MORE-TMCC.

The MORE-TMCC design was completed as Phase I of the Federal Transit Administration (FTA) project to implement a coordinated system for Human Services transportation. Agencies in the State of Florida are coordinated through the Commission for the Transportation Disadvantaged, so the local team proposed advancing that coordination through the use of technology to create a system that would operate from the customer standpoint as a single entity. Each participating agency will maintain control of their assets and the service of their customers



## LYNX Board Agenda

but will be able to schedule and service trips in any available slot on anyone else's vehicles. Customers will be able to contact any participating agency to book all of their trips regardless of the purpose or the funding agency. Agencies will achieve this level of coordination through the use of an integrated customer database, common scheduling, a common customer service computer system, electronic customer identification and payment, internet based trip booking access, Interactive Voice Response (IVR) trip booking access, "short message system (SMS) arrival alerts to customers, and consolidated billing.

Staff has proposed implementing two components of the Phase I design for deployment. These two components will provide a foundation for a possible full implementation of MORE-TMCC at a later date.

The first element includes a customer payment card system that would be implemented initially for paratransit customers, though it will be able to be made available on all LYNX vehicles in an expansion of the program. Each payment card would include the customer's photograph to help reduce fraud by unauthorized users. Cards would contain the customer's eligibility information to determine if the customer is eligible for reduced fares, and would be able to store value for use in fare payment.

Secondly, multimedia trip management will allow customers "around the clock" access to book, view, or cancel trips online or via the Interactive Voice Response (IVR) phone system. Additionally, representatives from human service agencies, dialysis clinics, and nursing homes will be able to access their customers' trips as well. This system will reduce telephone call hold times and customer "no shows" as they will be able to manage their trips on-line. Additionally, a "short message system" (SMS) will be implemented to notify customers of their vehicle's imminent arrival reducing dwell time during pick ups.

### **FISCAL IMPACT:**

The current approved budget included \$5,000,000 anticipating a full award for a Phase II deployment of the MORE-TMCC. This amount will be amended to an amount of \$300,000, composed of an anticipated \$100,000 in Federal grant funds for this grant 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. vi

**To:** LYNX Board of Directors

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

Deborah Henderson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to approve Resolution No. 09-003 to appoint Edward L. Johnson as Trustee on the Central Florida Regional Transportation Authority Money Purchase Plan

**Date:** 4/22/2009

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### **BACKGROUND:**

Authorization for the Chairman to execute Resolution #09-003 to appoint Edward L. Johnson, Chief Administrative Officer as Trustee on the Central Florida Regional Transportation Money Purchase Plan as the replacement of former Trustee, Desna Hunte.

The Central Florida Regional Transportation Authority (CFRTA) established a Money Purchase Plan effective as of October 1, 1994. CFRTA, then known as Orange, Seminole, Osceola Transportation Authority was part of the Florida State Retirement System until October 1, 1994. At that time, a merger occurred between the Central Florida Rail Authority and the Orange, Seminole, Osceola Transportation Authority. Because of the merger, there was an opportunity to develop a different retirement system for administrative employees. The new plan would reduce the vesting schedule, provide employees the opportunity to make investment choices and increase the mobility of the plan. Administrative employees had the choice of continuing with the Florida State Retirement Plan or to enroll in the new Money Purchase Plan 401 (a). All but eleven (11) employees at that time, elected to enroll in the new Plan. The bargaining unit is covered under a Defined Benefit Plan, which operates under different legislation and a different tax code.

The Administrative Plan is overseen by a Board of three Trustees. They are appointed by LYNX' Chief Executive Officer with notice to the Board. Each appointed member serves until a

# LYNX Board Agenda

Trustee elects to vacate the position or the Chief Executive Officer authorizes a re-appointment. There are no term limits.

If approved, Edward L. Johnson, Chief Administrative Officer will join Bert Francis, Chief Financial Officer and Lisa Darnall, Chief Operating Officer as Trustees on the Central Florida Regional Transportation Authority Money Purchase Plan Board. The Trustees meet quarterly to review the Plan's performance. All changes to the Plan must be approved by the LYNX Board of Directors.

## **FISCAL IMPACT:**

There is no fiscal impact.

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**CFRTA RESOLUTION 09-003**

**A RESOLUTION APPROVING THE REMOVAL AND REPLACEMENT OF A TRUSTEE FOR THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY MONEY PURCHASE PLAN**

**WHEREAS**, Central Florida Regional Transportation Authority (the "Employer") heretofore established a money purchase plan effective as of October 1, 1994; the plan is known as the Central Florida Regional Transportation Authority Money Purchase Plan (the "Plan"); and

**WHEREAS**, Article VIII of the Money Purchase Plan authorizes the Employer to amend the Money Purchase Plan; and

**WHEREAS**, the Employer wishes to remove Desna Hunte as a Trustee of the Plan effective as of April 2009; and

**WHEREAS**, the Employer wishes to appoint Edward L. Johnson as a Trustee of the Plan, effective as of April 2009. **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 09-003 BY THE BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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. vii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Sue Masselink  
(Technical Contact)  
Belinda Balleras  
(Technical Contact)  
William Hearndon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Enter into Local Coordination Agreements with Human Service Agencies: Goodwill, Inc.; PALMAS Refugee Program; Osceola Council on Aging; Senior Resource Alliance; Seniors First; Seminole County Mental Health; Seminole County Meals on Wheels; Quest, Inc.; Primrose; Osceola ARC; and the Independent Transportation Network of Orlando

**Date:** 4/22/2009

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into coordinated transportation agreements with a number of human service agencies for the provision of transportation services designed to meet the needs of the transportation disadvantaged funded under the Federal Job Access and Reverse Commute Program and New Freedom Program (JARC/NFP).

The purpose of the agreements is to define the roles and responsibilities of agencies providing services under these programs, as well as the financial terms and conditions related to the provision of services designed to meet the needs of low income individuals for work related purposes, individuals with disabilities, and the elderly.

Staff is requesting authorization to finalize negotiations and financial terms regarding the pass-through of Federal Transit Administration (FTA) funding under the JARC and NFP. Staff will come back to the Board when funding amounts are negotiated and finalized with each of the human service agency partners. It is estimated that the amount of pass-through JARC and NFP funding for Orange, Seminole and Osceola human services agency will be approximately



# LYNX Board Agenda

\$700,000 Federal share. The pass-through amount is a combination of rural funds just recently awarded by FDOT and urbanized area funds from prior years. The operating funds will be matched 50% by the human services agencies.

## **BACKGROUND**

LYNX is designated by the Commission for the Transportation Disadvantaged (CTD) as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole counties. As CTC, LYNX has the important role of coordinating the provision of publicly funded transportation for all persons in the tri-county community who cannot provide for their own transportation due to age, income, or disability as defined by federal and state programs. This coordination allows for the efficient provision of services by eliminating duplication of effort by multiple agencies operating within the same community.

LYNX coordinates transportation disadvantaged services for 35+ human services agencies providing and/or brokering services. Three of the regional carriers receive funding passed through LYNX. Approximately 32 coordinated agencies receive transportation funding for their clients through various State, Federal and local programs.

Under the auspices of the Federal United We Ride Program, the CTC principles became institutionalized at the Federal level. LYNX has taken the lead on developing the local Public Transit-Human Services Coordinated Transportation Plan named the Community Connector Plan (CCP), which was adopted by the Board in late 2007. LYNX subsequently integrated that plan into the state-required comprehensive Transportation Disadvantaged Service Plan (TDSP) in 2008.

In addition to a number of stakeholder meetings in 2007 to develop the original Local Coordinated Plan, LYNX hosted two stakeholder meetings late in calendar year 2008. In preparation for developing various JARC and NFP applications and the 2009 update of the TDSP, LYNX and stakeholders reviewed the coordinated transportation priorities established in 2007 and began discussion of the types of JARC and NFP projects that should be funded based on needs that have already been addressed with JARC and NFP funding, LYNX service changes over the past year, certain initiatives undertaken by LYNX and its coordination partners, as well as recent regional economic developments changed that plan into the state-required comprehensive Transportation Disadvantaged Service Plan (TDSP) in 2008. The 2008 TDSP was adopted by the Local Coordinating Board (LCB) in May 2008 and the 2009 TDSP update is scheduled for LCB adoption in May 2009.

The FTA-JARC and NFP funds are awarded on a competitive basis. Under both programs, human services agencies, private providers and other entities are eligible to submit projects and compete for funding. With LYNX taking the lead on the development and adoption of the locally adopted human services transportation plan and the adopted TDSP, a seamless process has been established. This facilitates all human services agency requirements to be prioritized and handled by LYNX as part of the JARC and NFP grant applications.

## LYNX Board Agenda

LYNX will pass-through some funds awarded under the JARC and NFP programs to human services agencies that will provide transportation services, or arrange for LYNX to provide such services, to transportation disadvantaged clients. The agencies have been impacted by consecutive years of funding shortfalls from various State and Federal programs. The maintenance or expansion of services by these agencies will mitigate cost impacts to LYNX by avoiding the influx of additional clients into the ACCESS LYNX programs. In order to ensure that both LYNX and the agencies are aware of and in agreement with certain terms and conditions associated with client transportation arrangements, coordination agreements will be developed in collaboration with the affected agencies. The terms of these agreements will require the agencies, as part of the local coordinated transportation system, to report certain data, such as number of trips provided and mileage, to LYNX for incorporation into our annual National Transit Database (NTD) report.

### **FISCAL IMPACT:**

As the CTC, it is incumbent upon LYNX to establish cost-efficiencies in service delivery. Partnerships with human services agencies in Orange, Seminole and Osceola Counties will allow LYNX to leverage the utilization of human services agency resources and mitigate possible additional costs associated with LYNX providing the services through our ACCESS LYNX program.

Through pass-through funding and the direct provision of transportation services by human services agencies additional transportation services and transportation options can be provided to the transportation disadvantaged citizens of our service area.

For every trip provided by our partner human service agencies that would have otherwise been provided by our ACCESS LYNX program, LYNX will recognize a savings of approximately \$37 per trip.

Action Agenda Item #7.A

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Belinda Balleras  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to File Grant Application with the Federal Transit  
Administration (FTA) for the American Recovery & Reinvestment Act  
(ARRA) Capital Funds

**Date:** 4/22/2009

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application for Federal Transit Administration (FTA) funds attributable to urbanized areas under the American Recovery and Reinvestment Act (ARRA) for capital projects and execute the Certifications required as a condition for ARRA funding.

The grant application will request \$29.574 million in funding for capital project costs eligible under the FTA urbanized Area ARRA program. Funds under the ARRA are available up to 100% Federal share.

**BACKGROUND:**

The American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law by the President on Tuesday, February 17, 2009. The ARRA includes appropriations totaling approximately \$8.4 billion for transit capital improvements to stimulate the economy.

Goals of the statute include the preservation or creation of jobs and promotion of an economic recovery, as well as the investment in transportation, environmental protection and other infrastructure providing long-term economic benefits.



# LYNX Board Agenda

FTA grantees are encouraged to identify projects or expenditures that meet the broader goals of the statute, which includes the following:

- ✓ Preserving or creating jobs,
- ✓ Contributing to cleaning our environment through green purchases,
- ✓ Retrofitting existing facilities,
- ✓ Making additional public transportation opportunities available to more people and helping ease fiscal problems

Under the ARRA, the Federal share of a transit capital assistance grant is up to 100 percent of the net project cost of capital projects. The ARRA specifies that funds are to be used only for capital expenditures. This means that only items defined as capital under FTA's current law (Title 49, U.S.C. Chapter 53) are eligible activities under this program which includes preventive maintenance and ADA.

An important aspect of ARRA is to get the money working in the economy as quickly as possible. To foster this imperative, ARRA contains limited time frames to obligate these funds. The inability to secure an approved and executed grant within the statutory time limits will result in funding availability being withdrawn. FTA will reappportion these funds to areas that have successfully executed grants. ARRA funds are available to be obligated by FTA to recipients for a limited period of time. At least 50 percent of transit capital assistance formula funds must be complete for FTA grant processing no later than May 29, 2009. These funds are to be obligated in a grant no later than September 1, 2009.

This effort required LYNX' staff to be working on a fast track as early as last year, to satisfactorily complete project requirements as part of the grant application including amendments to the State Transportation Improvement Plan (STIP). Staff continues to work with the Florida Department of Transportation (FDOT), METROPLAN ORLANDO and the FTA to get our projects submitted within the timeline established by ARRA. We plan to have LYNX projects reviewed by FTA staff early into the process and targeted for April 2009 grant submission.

In February 2009, the LYNX Board authorized staff to proceed in releasing Requests for Proposals (RFPs) for projects initially identified in the amount of \$22.49 million. Since then, FTA released the final apportionments which will fund LYNX projects in the total amount of \$29.574 million. In today's Board Audit Committee meeting, staff provided an overview of ARRA and discussed the proposed ARRA Program of Projects for the FTA grant application.

## **FISCAL IMPACT:**

LYNX' capital budget in FY 2009 will be amended to incorporate ARRA projects that will be issued for contracting in FY 2009. The FY 2010 capital budget will include all ARRA projects for implementation in FY 2010.

# LYNX Board Agenda

## Action Agenda Item #5.B

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Approval of FY2009 Amended Operating & Capital Budgets

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2009 Operating Budget to decrease the federal funding awarded for phase two of the Model Orlando Efficient Travel Management Coordination Center (MORE-TMCC); to include the Disney/FDOT mitigation funding for Links 111 and 56; to include the LYMMO Expansion Alternative Analysis (AA) study; and to reflect the final adjustments for the new PickUpLine Services and Road Rangers Program.

Also, staff is requesting to amend the FY2009 Capital Budget to include the anticipated cost of projects related to the American Recovery and Reinvestment Act (ARRA) and other related adjustments.

There is "no" change to local funding requirements, other than the City of Orlando, as a result of the proposed amendments.

### **BACKGROUND:**

On April 24, 2008, LYNX entered into an agreement with Walt Disney World Company for LYNX to provide public transportation in order to facilitate employees, guests, and other persons seeking transportation to and from the Walt Disney World Resort area. These are the I-4 Mitigation Funds provided by Disney. The beginning of these new services, Links 111 and 56, were implemented on December 7, 2008. The cost of this service is estimated to be \$1,377,665. At the time staff originally formulated the budget, the exact amount of Disney service hours and



# LYNX Board Agenda

implementation date was not finalized. The addition of the Disney service has no impact on the local funding requirements or reserves since it is 100% funded by Disney. Such funds are currently being held in escrow by LYNX.

In the originally adopted FY2009 Budget, LYNX staff included the potential cost and revenue to support the implementation of nine (9) new PickUpLine Services in the amount of \$2,250,000. At that time, LYNX staff anticipated the cost to be fully funded by various private partners and Job Access Reverse Commute (JARC) and/or New Freedom Program (NFP) funding.

The private funding commitments originally anticipated have not been fulfilled. Therefore, LYNX staff has decided to only implement four (4) PickUpLine Services instead of nine (9) in this fiscal year, as a complement to the planned service reductions. LYNX will continue to work with our private partners to build this program over the next year.

Also, the Florida Department of Transportation (FDOT) reduces its funding of the Road Ranger Program this year. LYNX secured funding from State Farm to assist with the continuation of this program at a reduced service level. The annualized impact of the funding changes to the Road Rangers Program is included in this budget amendment.

In October, LYNX' Board authorized an increase in staffing level for a federally grant funded position of Safety & Security Planning Specialist to assist with the design, implementation and management of the Department of Homeland Security (DHS), Florida Department of Transportation (FDOT), and Federal Transit Administration (FTA) programs. The impact of the additional salary and fringe benefits for this position are included in this budget amendment.

In January, LYNX' Board authorized staff to submit a grant application for the LYMMO Expansion AA study. This is a joint effort between LYNX and the City of Orlando. We have included Phase I of this project relating to the generation of the AA data and analysis in the amount of \$300,000 (\$240,000 federal and \$60,000 City of Orlando) in this budget amendment.

LYNX' staff originally anticipated \$5,000,000 for Phase II of the MORE-TMCC project. The final grant award was \$100,000, with a \$200,000 FDOT match. The changes to this project are reflected in the following budget amendments.

The following table reflects the adjustments mentioned above reducing the October 23, 2008 Amended FY2009 Operating Budget from \$127,395,262 to \$121,046,807 as follows:

## FY2009 Amended Operating Budget

<b>Operating Revenues</b>	<b>Current Budget</b>	<b>Revisions</b>	<b>Amended Budget</b>
Fund Balance	\$ 1,781,080	\$ -	\$ 1,781,080
LYNX-Generated Revenue	37,118,885	1,735,799	38,854,684
Federal Revenue	22,958,999	(6,888,141)	16,070,858
State Revenue	10,037,623	(1,256,113)	8,781,510
Local Revenue	<u>55,498,675</u>	<u>60,000</u>	<u>55,558,675</u>
Total Operating Revenue	<u>\$127,395,262</u>	<u>\$ (6,348,455)</u>	<u>\$121,046,807</u>



# LYNX Board Agenda

These funds are programmed to fund the following types of expenses:

<b>Operating Expenses</b>	<b>Current Budget</b>	<b>Revisions</b>	<b>Amended Budget</b>
Salaries/Wages/Fringes	\$ 64,581,428	\$ 35,848	\$ 64,617,276
Other Services	13,818,692	(3,576,527)	10,242,165
Fuel	16,872,069	338,651	17,210,720
Materials & Supplies	6,036,640	(30,841)	6,005,799
Utilities	1,323,940	34,549	1,358,489
Casualty & Liability	1,541,700	(12,431)	1,529,269
Taxes	461,484	21,900	483,384
Purchased Transportation	20,106,965	(1,848,685)	18,258,280
Miscellaneous	2,057,689	(1,310,919)	746,770
Interest	479,655	-	479,655
Leases	<u>115,000</u>	<u>-</u>	<u>115,000</u>
<b>Total Operating Expenses</b>	<b><u>\$127,395,262</u></b>	<b><u>\$(6,348,455)</u></b>	<b><u>\$121,046,807</u></b>

The adjustments to the Capital Budget include the anticipated cost of projects related to the American Recovery and Reinvestment Act (ARRA) and other related adjustments. The revisions include the following:

<b>ARRA Project</b>	<b>ARRA Amount</b>	<b>Current Budget</b>	<b>Net Impact</b>
Hybrid Electric Vehicles (9)	\$4,950,000		\$4,950,000
Community Circulator Vehicles	\$375,000		\$375,000
Bus Shelters (150) System-Wide	\$3,802,950		\$3,802,950
Bus Shelters (150) City of Orlando	\$3,802,950		\$3,802,950
Brake Inspection System	\$185,000		\$185,000
Fare Payment System Upgrade	\$980,210		\$980,210
Paratransit Vans (15)		(\$900,000)	(\$900,000)
Paratransit Vans (46) Raised Roof Wheelchair	\$2,875,000		\$2,875,000
Parking Lot Expansion at LYNX Operating Center (LOC)	\$440,000		\$440,000
Bus Operations Center & Downtown Station Energy Efficiencies LEED	\$337,000		\$337,000
Bus Transfer Center Parking Expansion including ADA Compliance	\$540,000		\$540,000
Bus & Facility Biohazard Sanitizing System	\$150,000		\$150,000
Emergency Generator (LOC)		(\$1,330,000)	(\$1,330,000)
Emergency Generator (LOC) (2 @ \$555,000)	\$1,110,000		\$1,110,000
Upgrade Video Surveillance systems (All Buses)	\$1,345,340		\$1,345,340
Paint Booth	\$440,000		\$440,000
Electrical/Mechanical Improvements	\$514,920		\$514,920
Kissimmee Commuter Rail Bus Transfer Center	\$1,530,000		\$1,530,000
Re-build Rosemont Transfer Center	\$720,000		\$720,000
Osceola Square Transfer Center	\$420,000		\$420,000
Sanford Transfer Center	\$420,000		\$420,000
West Oaks Mall Transfer System	\$420,000		\$420,000

# LYNX Board Agenda

ARRA Project	ARRA Amount	Current Budget	Net Impact
Integrated Surveillance System (11 Transfer Centers)	\$449,000		\$449,000
	<u>\$25,807,370</u>	<u>(\$2,230,000)</u>	<u>\$23,577,370</u>

The following table reflects the adjustments mentioned above increasing the December 11, 2008 Amended FY2009 Capital Budget from \$27,173,872 to \$51,051,242 as follows:

## FY2009 Amended Capital Budget

Capital Contributions	Current Budget	Revisions	Amended Budget
Federal Revenue	\$ 24,976,454	\$ 23,677,370	\$ 48,653,824
State Revenue	979,200	200,000	1,179,200
Local Revenue	<u>1,218,218</u>	<u>-</u>	<u>1,218,218</u>
Total Capital Contributions	<u>\$ 27,173,872</u>	<u>\$ 23,877,370</u>	<u>\$ 51,051,242</u>

These funds are programmed to fund the following types of expenditures:

Capital Expenditures	Current Budget	Revisions	Amended Budget
Transit Buses	\$ 12,289,230	\$ 5,325,000	\$ 17,614,230
Capital Bus Lease	1,005,094	-	1,005,094
Passenger Amenities (Bus Shelters, etc.)	4,341,577	11,115,900	15,457,477
Support Equipment/Engines & Transmissions	2,747,409	1,395,210	4,142,619
Commuter Vans	512,904	-	512,904
Paratransit Vans	900,000	1,975,000	2,875,000
Fixed-Route IVR & Trip Planner/Paratransit Trip Planner	320,955	-	320,955
Facility Improvements	1,852,893	2,271,920	4,124,813
Fixed-Route Next Bus/AVL/Real Time Signage	250,000	-	250,000
Safety/Security Enhancements	1,974,610	1,794,340	3,768,950
Bio-Diesel Project	<u>979,200</u>	<u>-</u>	<u>979,200</u>
Total Capital Expenditures	<u>\$ 27,173,872</u>	<u>\$ 23,877,370</u>	<u>\$ 51,051,242</u>

## FISCAL IMPACT:

The FY2009 Amended Operating Budget was reduced from \$127,395,262 to \$121,046,807 and the FY2009 Amended Capital Budget increased from \$27,173,872 to \$51,051,242 as indicated above.

## LYNX Board Agenda

Overall, the effect of all the above adjustments does “not” change the local funding requirements for FY2009, except the additional \$60,000 from the City of Orlando for the LYMMO Expansion AA study. The LYNX staff recommends approval.



## Action Agenda Item #7.H

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
Chief Operating Officer  
David Burnett  
(Technical Contact)  
Richard Bannon  
(Procurement)

**Phone:** 407 841-2279 ext. 3036

**Item Name:** Miscellaneous  
Authorization to Amend Mentor Engineering Contract for CAD/MDT

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend contract #07-009 with Mentor Engineering for Computer Aided Dispatch/Mobile Data Terminals (CAD/MDT).

### **BACKGROUND:**

LYNX' staff seeks approval to complete the purchase and installation of a Computer Aided Dispatch/Automated Vehicle Location/Mobile Data Terminal system (CAD/AVL/MDT) whereby vehicles can be dispatched, located, and tracked on a mapping system. This will increase the efficiency by which revenue and non-revenue vehicles are dispatched and monitored and install a foundation for future ITS projects. This system also allows LYNX to expand into advanced technologies and provides an opportunity to utilize advanced tracking technologies on the bus fleet.

During the December 2006 Board meeting, staff was granted permission to release a Request for Proposal (RFP) for CAD/AVL/MDT. The Source Evaluation Committee (SEC) evaluated five (5) vendors and recommended that the contract be awarded to Mentor Engineering. Mentor provided and installed the CAD/AVL system for Paratransit.

# LYNX Board Agenda

During the February 2007 Board meeting, a contract was awarded to Mentor Engineering for \$1,585,970. During that time, LYNX had a \$1,000,000 grant from FDOT that would expire on March 1, 2008, and a required local match of \$828,458 that Orange County was willing to contribute. Subsequent to the awarding of the contract, LYNX was faced with significant budget constraints. This caused a re-evaluation of our budget needs. To lessen the impact in FY08, the CAD/AVL/MDT local match funds from FY07 were rolled over to the next year's budget.

At the October 2007 Audit committee meeting, staff was granted permission to use \$200,000 from State Infrastructure Bank (SIB) loan proceeds and combine those funds with \$200,000 from FDOT in order to move forward with the purchase and installation of the AVL portion of the CAD/AVL/MDT system. The installation of the AVL system began in March 2008 and was completed and accepted by LYNX on June 30, 2008.

Benefits of the current AVL system and benefits of completing the project with CAD/MDTs are listed below:

## **Benefits of AVL**

Since the installation of AVL, we have been able to streamline our operations. Dispatchers coordinate incidents, locations and vehicle information in real-time. They can monitor each bus's activity and adjust operations relative to real-time status information. AVL improves and expedites transit operations by enabling timely and wireless communication between dispatch and in-vehicle personnel.

We can provide real-time information for our customers with the exact location of the bus, whether that customer is internal or external. This helps decrease customer complaints both internal and external. It has speeded up the maintenance process for technicians who are looking for a bus on property or in revenue service. With AVL, from the click of a button within seconds, information on the exact location of a bus can be viewed on a screen. AVL increases the efficiency by which our Customer Service Division responds to customers' concerns. They quickly type the bus number onto a keypad and instantly the location of the bus is provided giving the customer real-time information on arrivals or departures. Ultimately, this translates as better allocation of resources, increased ridership and a better-managed transit system.

## **Benefits of Completing the Project with CAD/AVL/MDT**

CAD/MDT technology will provide LYNX operations the ability to monitor, in real time, the location of all fleet vehicles in the service area by use of a service area map. Replacement and supplemental vehicles may be dispatched as needed with the proposed system and customer transfer between vehicles may be efficiently coordinated between schedules. Security of LYNX customers, personnel and property will also be enhanced through the monitoring of all vehicle operations. Some of the things the system will do are as follows:

For Managers:

- A comprehensive suite of standard reports including NTD, on-time performance, schedule adherence, vehicle location, and idling (fuel consumption monitoring), CAD/AVL
- Ability to develop custom, in-house reports, CAD



# LYNX Board Agenda

- Database access on on-time-performance and route adherence, CAD
- Ability to automatically process and send reports to appropriate personnel via e-mail, CAD.

## For Customers:

- Real-time schedule and bus status information, CAD/AVL
- Next bus arrival time, eliminate guesswork, CAD/AVL
- Fewer missed buses with improved operator schedule adherence, CAD/AVL/MDT's.

## For Dispatchers:

- Real-time schedule and route adherence monitoring and reporting, CAD/AVL
- Access to the location and status information of every vehicle with CAD/AVL/MDT technologies
- Quickly locate customer addresses and destinations to provide accurate schedule information, CAD/AVL
- Send canned text messages to an individual or group of operators through the MDT's.

## For Operators:

- Real-time early/late status alerts, CAD/AVL
- Single point of login to on-board equipment, MDT
- Real-time communication between operators and dispatchers, MDT
- Next stop information is automatically displayed, assisting new operators and operators working new routes, CAD/AVL
- Eliminate noisy radio chatter and improve the driving environment, MDT.

## For Schedulers:

- Bus stop and route creation, trip generation, CAD
- Graphical blocking to easily create optimized schedules, CAD/AVL
- Geo-coding of routes for schedule and route adherence tracking and reporting, CAD/AVL.

## For Maintenance:

- Automatically collect real-time data from vehicles to expedite repair requirements, CAD/AVL/MDT.

In the past, the only way staff could monitor whether a bus was on schedule was to send an employee out to a time point and record the time the bus departed. With CAD this is all done electronically, and we would be able to get accurate data for on-time performance.

The safety and security of our bus operators and customers may be increased through the use of the MDTs. Currently, all the buses are equipped with open speakers where everyone onboard the bus is able to listen to the conversation between the dispatcher and the operator. With MDTs, voice communication could be virtually eliminated by sending text messages that can be sent to an individual operator or a group of operators.



## LYNX Board Agenda

By completing the CAD/MDT portion of this project, Federal discretionary funding would pay 100% of the costs and which were specifically secured for ITS technologies.

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

This contract has established a DBE goal of 11.5% participation.

### **FISCAL IMPACT:**

In February 2007 Mentor submitted a bid price of \$1,585,970 for CAD/AVL/MDT. LYNX purchased the AVL portion in October 2007 and paid \$400,000 (\$200,000 SIB loan proceeds and \$200,000 FDOT). The remaining cost of \$1,185,970 includes CAD/MDTs and integration between the farebox and the MDTs.

The CAD/MDTs will be funded 100% utilizing a combination of Federal Transit Administration (FTA) discretionary funding secured specifically for ITS technologies and Department of Homeland Security (DHS) funding under the FY2009 Transit Security Grant Program.

# LYNX Board Agenda

## Action Agenda Item #7.D

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Implement a Policy for Non-Payment of ACCESS LYNX Fares

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement a policy for ACCESS LYNX customers who fail to pay their fare.

### **BACKGROUND:**

As presented at the February Board of Directors' meeting, the Transportation Disadvantaged Local Coordinating Board (TDLCB) did not approve the fare increase proposed by LYNX. The fare increase was proposed as a result of our failure to meet the required 10% local match for the TD grant, which has historically been met through the collection of customer fares.

There was a great deal of discussion at the February TDLCB and LYNX Board meetings about the reasons we were not meeting the required local match.

Our failure to meet the required local match is due to a long standing practice of waiving fares for customers who utilize ACCESS LYNX service but do not have their fare for life-sustaining medical trips and to prevent customers from being stranded who were taken to a destination but do not have the fare for the return trip.

By strictly enforcing the collection of all ACCESS LYNX fares, implementing a suspension policy, and eliminating the long standing practice of waiving fares, LYNX will be able to meet the 10% local match for the TD grant through the collection of fares.

# LYNX Board Agenda

Enforcement will include a warning notice provided by the driver and a letter sent to the customer each time they fail to pay their fare. If a customer fails to pay their fare three times in any rolling 90-day period, they will have their services suspended for a 30-day period.

Immediately following Board authorization LYNX will begin a thorough process of educating ACCESS LYNX customers, health care agencies, and advocates of our intent to enforce fare collection beginning July 1, 2009. Additionally, LYNX staff will provide an update at the May 14<sup>th</sup> TD LCB quarterly meeting.

## **FISCAL IMPACT:**

The FY 2009 required local match for the TD Grant is \$297,301. If measures are not put into place to enforce the collection of the customers' fares we would expect an estimated shortfall of \$110,380. With the strict implementation of required fare collection beginning July 1, 2009, that shortfall should be reduced to \$81,919 which should be covered by expense savings in our paratransit operating budget based on year-to-date projections.

Once the new fiscal year begins, LYNX will be able to cover the entire local match requirement through the collection of customer fares.



## Work Session Item #8.A

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Overview of Fiscal Year 2010 Preliminary Operating Budget

**Date:** 4/22/2009

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### **BACKGROUND:**

On April 22, 2009, staff presented a list of budget assumptions and the budget calendar to the LYNX Audit Committee for discussion and input. The FY2010 Preliminary Operating Budget was prepared based on the following key assumptions:

- Orange County has indicated a need to decrease the LYNX funding amount in FY10 by 5% from the FY09 amount.
- City of Orlando has indicated a need to decrease the LYNX funding amount in FY10 by 12% from the FY09 amount.
- Osceola County has indicated a need to maintain or decrease the current LYNX funding amount in FY10.
- Seminole County has indicated a need to maintain the LYNX funding amount in FY10.
- Maintain same level of service throughout the system.
- No additional Fare Increase in FY2010.
- Re-establish parts of Link 12/18 with Pick-Up-Line 631.
- No impact of Union negotiations
- No administrative salary increases

# LYNX Board Agenda

- Elimination of 11 administrative positions
- Status quo for Road Rangers Program

In addition, because of the economic environment, LYNX staff was charged with reducing the budget in every area across the organization.

## **OVERVIEW:**

The FY2020 Preliminary Operating Budget totals \$115,044,166 in revenues and \$111,599,145 in expenses, reflecting excess revenue in the amount of \$3,445,021. The Preliminary Operating Budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty & liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Again, this budget does not include a fare increase. Specifically, this budget includes funds from the following areas:

<b>Revenues:</b>	
Fund Balance	\$ -
Customer Fares	22,209,583
Contract Services	9,928,906
Advertising on Buses	1,400,000
Advertising – Trade	430,000
Interest & Other Income	574,080
Local	52,817,967
State	10,188,966
Federal	17,494,664
<b>Total Revenues</b>	<b><u>\$115,044,166</u></b>

The funds are programmed to fund the following types of expenses:

<b>Expenses:</b>	
Salaries & Wages & Fringe	\$ 61,051,137
Other Services	10,435,962
Fuel	11,541,976
Materials & Supplies	5,383,179
Utilities	1,327,664
Casualty & Liability	1,628,269
Taxes	452,365
Purchased Transportation	18,485,798
Miscellaneous	698,140
Interest	479,655
Leases	115,000
<b>Total Expenses</b>	<b><u>\$111,599,145</u></b>
<b>Excess Revenue (Shortfall)</b>	<b><u>\$ 3,445,021</u></b>

# LYNX Board Agenda

The anticipated funding excess is a result of reductions in staffing, overtime, pension contributions, repairs and maintenance, and primarily fuel expenses. If the Board decides to apply the Regional Funding Model to the FY2010 Operating Budget, the excess will be eliminated.

## **CONCLUSION:**

LYNX staff will be seeking direction from the Board to finalize the FY2010 Operating Budget as well as direction as whether or not to apply the Regional Funding Model. After Board direction and approval, the proposed budget will be submitted to the funding partners for their consideration.



# LYNX Board Agenda

## Information Item C039A630-DBF9-43B3-8A21-B5F10B15575A: Financial Reports

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Monthly Financial Reports - February 2009

**Date:** 4/22/2009

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Please find attached the monthly financial report for the five months ending February 28, 2009. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the five months ending February 28, 2009 reflect total revenue earned in the amount of \$45,993,248 and total expenses incurred in the amount of \$43,428,643 resulting in a net operating profit of \$2,564,605.

- Fixed route and Vanpool services resulted in an operating profit of \$2,599,204 for the first five months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(34,599) for the first five months of the fiscal year.

### **Fixed Route Operations:**

The year-to-date Operating Revenues are slightly lower than the budget at 92%. Customer fares are at 90% of the budgeted amount year-to-date resulting in 12% below the budget amount for the month of February which is typically due to fewer weekends and weekdays. Also, we implemented additional service reductions on December 7<sup>th</sup>, which contributes to the decrease in customer fares and has also resulted in 8.1% decreased ridership.

In addition, we are experiencing significant declines in the advertising market resulting from the state of the economy. Current advertising clients are either not renewing or renewing for reduced amounts. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

# LYNX Board Agenda

On the positive side, we have experienced decreases in the price of fuel; which is under budget by approximately 13% for the first five months of the fiscal year. Also, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August and December 2008. In addition, expenses related to utilities are less than budgeted. Casualty and liability insurance expenses are significantly under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

## Paratransit Operations:

The operating loss in paratransit from is a result of less than anticipated revenue from Medicaid and Transportation Disadvantage (TD). However, the price of unleaded fuel continues to decline and is slightly above \$2.00 per gallon. This fuel is budgeted at a net price of \$3.45 per gallon in the FY2009 budget. We are currently paying \$1.42 per gallon.

Purchased transportation costs year-to-date are slightly below the amounts budgeted due to an increase in the productivity level of trips provided per hour. Our provider, MV Contract Transportation, is currently providing 1.317 trips per hour; the budget in FY2009 reflects 1.127 trips per hour.

An analysis follows:

<b>FY2009</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>252,260</b>	<b>\$29.47</b>	<b>\$7,434,748</b>
<b>Budget (rounding)</b>	<b>236,705</b>	<b>\$31.43</b>	<b>\$7,438,735</b>
<b>Excess Trips/Costs</b>	<b>15,555</b>	<b>\$(1.96)</b>	<b>\$ (3,987)</b>

Staff will monitor the trip levels in order to ensure consistency with planned operating expenses and make appropriate adjustments, as needed. In addition, staff continues to oversee the daily operation of this program to ensure that the provider is in compliance with the required service performance standards and other contractual obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF FEBRUARY 2009 AND FIVE MONTHS ENDED FEBRUARY 28, 2009**  
**(UNAUDITED)**

	Year to Date			Month of February		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 9,844,675	\$ 8,940,161	91%	\$ 1,968,935	\$ 1,753,267	89%
Contract Services:						
Local Financial Assistance	4,018,360	3,879,753	97%	803,672	785,091	98%
Other Contractual Services	4,289,605	3,945,414	92%	857,921	1,025,878	120%
Advertising	1,050,000	584,824	56%	210,000	117,612	56%
Other Operating Income	135,720	103,081	76%	27,144	18,054	67%
<b>Total Operating Revenues</b>	<b>19,338,360</b>	<b>17,453,233</b>	<b>90%</b>	<b>3,867,672</b>	<b>3,699,902</b>	<b>96%</b>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	312,500	312,500	100%	62,500	62,500	100%
State of Florida	3,223,695	3,223,695	100%	644,739	644,739	100%
Local	19,085,625	18,891,178	99%	3,817,125	3,844,902	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,716,247	5,361,472	69%	1,338,249	1,009,646	75%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	958,650	716,471	75%	191,730	130,616	68%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	166,665	34,134	20%	33,333	5,884	18%
Gain / (Loss) on Sale of Assets	-	565	N/A	-	-	N/A
<b>Total Nonoperating Revenues</b>	<b>31,463,382</b>	<b>28,540,015</b>	<b>91%</b>	<b>6,087,676</b>	<b>5,698,287</b>	<b>94%</b>
<b>Total Revenues</b>	<b>50,801,742</b>	<b>45,993,248</b>	<b>91%</b>	<b>9,955,348</b>	<b>9,398,189</b>	<b>94%</b>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	17,363,960	16,334,552	94%	3,472,792	3,011,493	87%
Fringe Benefits	9,540,800	8,520,564	89%	1,908,160	1,470,277	77%
Purchased Transportation Services	8,065,399	7,591,087	94%	1,571,413	1,547,869	99%
Fuel	7,030,030	5,591,558	80%	1,406,006	945,272	67%
Other Materials and Supplies	2,515,265	1,830,232	73%	503,053	279,519	56%
Professional Services	2,729,493	545,861	20%	382,565	261,829	68%
Other Services	2,154,290	1,322,203	61%	430,858	312,073	72%
Lease and Miscellaneous Expenses	359,540	239,452	67%	71,908	42,062	58%
Casualty and Liability Insurance	824,085	594,275	72%	164,817	178,121	108%
Utilities	568,850	478,050	84%	113,770	103,938	91%
Taxes and Licenses	192,285	176,009	92%	38,457	22,915	60%
Interest Expense	199,855	204,800	102%	39,971	40,388	101%
<b>Total Operating Expenses</b>	<b>51,543,852</b>	<b>43,428,643</b>	<b>84%</b>	<b>10,103,770</b>	<b>8,215,756</b>	<b>81%</b>
<b>OPERATING GAIN / (LOSS)</b>	<b>\$ (742,110)</b>	<b>\$ 2,564,605</b>	<b>-346%</b>	<b>\$ (148,422)</b>	<b>\$ 1,182,433</b>	<b>-797%</b>



## Monthly Report B: Financial Reports

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Monthly Financial Reports - January 31, 2009

**Date:** 3/26/2009

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Please find attached the monthly financial report for the four months ending January 31, 2009. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the four months ending January 31, 2009 reflect total revenue earned in the amount of \$36,595,059 and total expenses incurred in the amount of \$35,212,887 resulting in a net operating profit of \$1,382,172.

- Fixed route and Vanpool services resulted in an operating profit of \$1,371,085 for the first four months of the fiscal year.
- Paratransit services resulted in an operating profit of \$11,087 for the first four months of the fiscal year.

### Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 90%. Customer fares are at 91% of the budgeted amount year-to-date resulting in 9% below the budget amount for the month of January, which is typically due to the holidays and fewer weekdays. Also, we implemented additional service reductions on December 7<sup>th</sup>, which has resulted in 6.1% decreased ridership. We are, however, experiencing a slight increase in customer fares in January as a result of the fare increase.

Also, we are experiencing significant declines in the advertising market resulting from the state of the economy. Current advertising clients are either not renewing or renewing for reduced amounts. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

# LYNX Board Agenda

We have experienced decreases in the price of fuel; which is under budget by approximately 9% for the first four months of the fiscal year. Also, on the positive side, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August and December 2008. In addition, expenses related to utilities are less than budgeted. Casualty and liability insurance expenses are significantly under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

## Paratransit Operations:

The operating profit in Paratransit operations is a result of a decrease in the cost of fuel and purchased transportation services. The price of unleaded fuel continues to decline and remain below \$2.00 per gallon. This fuel is budgeted at a net price of \$3.45 per gallon in the FY2009 budget. We are currently paying \$1.33 per gallon.

Purchased transportation costs year-to-date is consistent with the amounts budgeted due to an increase in the productivity level of trips provided per hour. Our provider, MV Contract Transportation, is currently providing 1.307 trips per hour; the budget in FY2009 reflects 1.127 trips per hour.

An analysis follows:

<b>FY2009</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>201,773</b>	<b>\$29.49</b>	<b>\$5,950,221</b>
<b>Budget (rounding)</b>	<b>189,363</b>	<b>\$31.43</b>	<b>\$5,950,988</b>
<b>Excess Trips/Costs</b>	<b>12,410</b>	<b>\$(1.94)</b>	<b>\$ (767)</b>

Staff will monitor the trip levels in order to ensure consistency with planned operating expenses and make appropriate adjustments, as needed. In addition, staff continues to oversee the operation of this program to ensure that the provider is in compliance with the required service performance standards and other contractual obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JANUARY 31, 2009 AND 2008**  
**(UNAUDITED)**

	<b>2009</b>	<b>2008</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 18,435,256	20,343,720
Receivables:		
Local, trade and operating assistance	8,110,874	3,466,418
Federal grants	3,471,770	6,594,130
State grants	4,939,063	5,333,597
Inventory	2,146,772	1,998,672
Prepaid expenses and other assets	505,178	643,057
Restricted cash and cash equivalents	1,086,416	1,911,463
Total current assets	38,695,329	40,291,057
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	4,312,128	4,582,058
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	78,460,706	63,955,372
Revenue vehicles	109,925,251	100,255,503
Furniture, Fixtures & Equipment	22,050,845	20,537,873
Leasehold improvements	155,794	155,794
Total property and equipment	219,164,061	193,476,007
Less: accumulated depreciation	(87,429,091)	(74,809,293)
Construction in progress	4,506,952	17,615,651
Net property and equipment	136,241,922	136,282,365
Other assets	1,374,355	1,172,240
Total noncurrent assets	141,928,405	142,036,663
<b>TOTAL ASSETS</b>	<b>\$ 180,623,734</b>	<b>\$ 182,327,720</b>



## 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:** Monthly Financial Reports – December 31, 2008

**Date:** 4/22/2009

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Please find attached the monthly financial report for the three months ending December 31, 2008. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the three months ending December 31, 2008 reflect total revenue earned in the amount of \$27,305,081 and total expenses incurred in the amount of \$26,121,446 resulting in a net operating profit of \$1,183,635.

- Fixed route and Vanpool services resulted in an operating profit of \$1,157,103 for the first three months of the fiscal year.
- Paratransit services resulted in an operating profit of \$26,532 for the first three months of the fiscal year.

### Fixed Route Operations:

The year-to-date Operating Revenues are slightly lower than the budget at 90%. Customer fares are at 91% of the budgeted amount year-to-date resulting in 9% below the budget amount for the month of December, which is typically due to the holidays and fewer weekdays. Also, we implemented additional service reductions on December 7<sup>th</sup>, which has resulted in 4.5% decreased ridership. We are, however, anticipating an increase in customer fares in January as a result of the fare increase.

Also, we are experiencing significant declines in the advertising market resulting from the state of the economy. Current advertising clients are either not renewing or renewing for reduced amounts. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

# LYNX Board Agenda

We have experienced decreases in the price of fuel; which is under budget by approximately 5% for the first three months of the fiscal year. Also, on the positive side, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August and December 2008. In addition, expenses related to utilities are less than budgeted. Casualty and liability insurance expenses are significantly under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

## **Paratransit Operations:**

The operating profit in Paratransit operations is a result of a decrease in the cost of fuel and purchased transportation services. The price of unleaded fuel continues to decline and remain below \$2.00 per gallon. This fuel is budgeted at a net price of \$3.45 per gallon in the FY2009 budget. We are currently paying \$1.18 per gallon.

Purchased transportation costs year-to-date is fairly consistent (99.5%) with the amounts budgeted due to an increase in the productivity level of trips provided per hour. Our provider, MV Contract Transportation, is currently providing 1.295 trips per hour; the budget in FY2009 reflects 1.127 trips per hour.

An analysis follows:

<b>FY2009</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>151,423</b>	<b>\$29.33</b>	<b>\$4,441,149</b>
<b>Budget (rounding)</b>	<b>142,022</b>	<b>\$31.43</b>	<b>\$4,463,241</b>
<b>Excess Trips/Costs</b>	<b>9,401</b>	<b>\$(2.10)</b>	<b>\$ 22,092</b>

Staff will monitor the trip levels in order to ensure consistency with planned operating expenses and make appropriate adjustments, as needed. In addition, staff continues to oversee the operation of this program to ensure that the provider is in compliance with the required service performance standards and other contractual obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF DECEMBER 2008 AND THREE MONTHS ENDED DECEMBER 31, 2008**  
**(UNAUDITED)**

	Year to Date			Month of December		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 5,573,001	\$ 5,048,103	91%	\$ 1,857,667	\$ 1,695,200	91%
Contract Services:						
Local Financial Assistance	2,423,295	2,307,161	95%	807,765	788,696	98%
Other Contractual Services	16,623	35,369	213%	5,541	22,644	409%
Advertising	630,000	427,752	68%	210,000	142,824	68%
Other Income	81,432	69,564	85%	27,144	23,101	85%
	<u>8,724,351</u>	<u>7,887,949</u>	<u>90%</u>	<u>2,908,117</u>	<u>2,672,465</u>	<u>92%</u>
Total Operating Revenues						
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	187,500	187,500	100%	62,500	62,500	100%
State of Florida	1,934,217	1,934,217	100%	644,739	644,739	100%
Local	8,926,374	8,676,373	97%	2,975,458	2,892,124	97%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	5,039,749	3,183,096	63%	1,338,249	1,168,202	87%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	575,190	450,444	78%	191,730	134,558	70%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	99,999	26,170	26%	33,333	3,232	10%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
	<u>16,763,029</u>	<u>14,457,800</u>	<u>86%</u>	<u>5,246,009</u>	<u>4,905,355</u>	<u>94%</u>
Total Nonoperating Revenues						
	<u>25,487,380</u>	<u>22,345,749</u>	<u>88%</u>	<u>8,154,126</u>	<u>7,577,820</u>	<u>93%</u>
Total Revenues						
<b>OPERATING EXPENSES</b>						
Salaries and Wages	10,328,508	9,910,787	96%	3,442,836	3,229,199	94%
Fringe Benefits	5,671,251	4,888,114	86%	1,890,417	1,913,264	101%
Purchased Transportation Services	459,332	59,630	13%	83,666	28,150	34%
Fuel	3,500,487	3,328,997	95%	1,166,829	1,044,489	90%
Other Materials and Supplies	1,482,858	1,146,711	77%	494,286	419,295	85%
Professional Services	1,883,570	169,644	9%	355,634	81,263	23%
Other Services	1,257,375	664,946	53%	419,125	281,742	67%
Lease and Miscellaneous Expenses	211,347	148,976	70%	70,449	60,646	86%
Casualty and Liability Insurance	494,451	367,002	74%	164,817	143,966	87%
Utilities	326,064	265,558	81%	108,688	98,134	90%
Taxes and Licenses	102,036	114,667	112%	34,012	28,316	83%
Interest Expense	119,913	123,614	103%	39,971	40,798	102%
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>25,837,192</u>	<u>21,188,646</u>	<u>82%</u>	<u>8,270,730</u>	<u>7,369,262</u>	<u>89%</u>
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (349,812)</u>	<u>\$ 1,157,103</u>	<u>-331%</u>	<u>\$ (116,604)</u>	<u>\$ 208,558</u>	<u>-179%</u>



## Monthly Report D: Financial Reports

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Monthly Financial Reports - November 30, 2008

**Date:** 3/26/2009

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Please find attached the monthly financial report for the two months ending November 30, 2008. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the two months ending November 30, 2008 reflect total revenue earned in the amount of \$18,097,215 and total expenses incurred in the amount of \$17,313,825 resulting in a net operating profit of \$783,390.

- Fixed route and Vanpool services resulted in an operating profit of \$948,545 for the first two months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(165,155) for the first two months of the fiscal year.

### **Fixed Route Operations:**

The year-to-date Operating Revenues are slightly lower than the budget at 90%. Customer fares are at 90% of the budgeted amount year-to-date resulting in 10% below the budget amount for the month of November, which is typically due to the holidays and fewer weekdays.

We have experienced decreases in the price of fuel; which is under budget by approximately 2% for the first two months of the fiscal year. Also, on the positive side, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August 2008. In addition, expenses related to utilities are less than budgeted. Casualty and liability insurance expenses are significantly under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

# LYNX Board Agenda

## Paratransit Operations:

The operating loss in Paratransit operations is a result of less than anticipated revenue from Medicaid and Transportation Disadvantage (TD) in addition to higher than anticipated purchased transportation costs year-to-date. This is directly related to the increase in paratransit trip levels.

An analysis follows:

<b>FY2009</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>101,434</b>	<b>\$30.95</b>	<b>\$3,139,419</b>
<b>Budget (rounding)</b>	<b>94,682</b>	<b>\$31.43</b>	<b>\$2,975,494</b>
<b>Excess Trips/Costs</b>	<b>6,752</b>	<b>\$ (.48)</b>	<b>\$ 163,925</b>

Staff will monitor the trip levels in order to ensure consistency with planned operating expenses and make appropriate adjustments, as needed. In addition, staff continues to oversee the operations of this program to ensure that the provider is in compliance with the required service performance standards and other contractual obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF NOVEMBER 2008 AND TWO MONTHS ENDED NOVEMBER 30, 2008**  
**(UNAUDITED)**

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	222,536	205,484	92%	\$ 111,268	\$ 99,754	90%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	1,696,576	1,440,468	85%	848,288	720,181	85%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
	<u>1,919,112</u>	<u>1,645,952</u>	<u>86%</u>	<u>959,556</u>	<u>819,935</u>	<u>85%</u>
Total Operating Revenues						
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	1,683,334	1,683,334	100%	841,667	841,667	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	-	-	0%	-	-	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%
	<u>1,683,334</u>	<u>1,683,334</u>	<u>100%</u>	<u>841,667</u>	<u>841,667</u>	<u>100%</u>
Total Nonoperating Revenues						
	<u>3,602,446</u>	<u>3,329,286</u>	<u>92%</u>	<u>1,801,223</u>	<u>1,661,602</u>	<u>92%</u>
Total Revenues						
<b>OPERATING EXPENSES</b>						
Salaries and Wages	59,912	58,934	98%	29,956	27,159	91%
Fringe Benefits	35,486	31,763	90%	17,743	18,113	102%
Purchased Transportation Services	2,975,494	3,139,419	106%	1,487,747	1,616,820	109%
Fuel	478,354	249,602	52%	239,177	93,415	39%
Other Materials and Supplies	17,534	-	N/A	8,767	-	N/A
Professional Services	53,862	431	1%	26,931	-	N/A
Other Services	23,466	-	N/A	11,733	-	N/A
Lease and Miscellaneous Expenses	2,918	1,013	N/A	1,459	1,013	69%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	10,164	5,787	57%	5,082	3,554	70%
Taxes and Licenses	8,890	7,492	84%	4,445	3,421	77%
Interest Expense	-	-	0%	-	-	0%
	<u>3,666,080</u>	<u>3,494,441</u>	<u>95%</u>	<u>1,833,040</u>	<u>1,763,495</u>	<u>96%</u>
Total Operating Expenses						
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (63,634)</u>	<u>\$ (165,155)</u>	<u>260%</u>	<u>\$ (31,817)</u>	<u>\$ (101,893)</u>	<u>320%</u>



# LYNX Board Agenda

## Monthly Report E: Planning and Development Report

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Ridership Report - February 2009

**Date:** 4/22/2009

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### February 2009 Final

**All Services (Fixed Route, Special Shuttles, Access LYNX, PickUp Line and VanPlan) – Comparison to Prior Year**

<i>Service Mode</i>	<i>February-08</i>	<i>February-09</i>	<i>% Change</i>
<b>LYMMO</b>	98,266	104,201	6.04%
<b>All Other Links</b>	2,035,574	1,722,664	-15.37%
<b>Total Fixed Route</b>	2,133,840	1,826,865	-14.39%
<b>Special Shuttles</b>	1,014	246	-75.74%
<b>ACCESS LYNX</b>	46,438	54,129	16.56%
<b>Pick Up Line</b>	388	4,448	1046.39%
<b>VanPlan</b>	16,304	14,102	-13.51%
<b>TOTAL</b>	<b>2,197,984</b>	<b>1,899,790</b>	<b>-13.57%</b>

\* February 2008 & 2009 Special shuttles unedited.

Ridership in February 2009 experienced a system-wide ridership decrease of 13.57% over February 2008 levels. System-wide year to date ridership is down by 7.30%.

*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>February-08</i>	<i>February-09</i>	<i>% Change</i>
LYMMO	Wkday	4,279	4,734	10.63%
	Sat	1,144	1,222	6.84%
	Sun	958	1,157	20.77%
All Other Links	Wkday	80,165	70,495	-12.06%
	Sat	56,171	50,345	-10.37%
	Sun	31,819	27,846	-12.49%
Total Fixed Route	Wkday	84,444	75,229	-10.91%
	Sat	57,315	51,567	-10.03%
	Sun	32,777	29,003	-11.51%
ACCESS LYNX	Wkday	1,964	2,413	22.85%
	Sat	847	1,067	25.97%
	Sun	443	400	-9.60%
Pick Up Line	Wkday	16	186	1081.73%
	Sat	15	161	1006.90%
	Sun	N/A	N/A	N/A
VanPlan	Wkday	729	660	-9.54%
	Sat	126	120	-5.16%
	Sun	123	109	-11.43%
<b>TOTAL</b> <i>LYNX</i> <i>SERVICES</i>	Wkday	<b>87,137</b>	<b>78,302</b>	<b>-10.14%</b>
	Sat	<b>58,288</b>	<b>52,754</b>	<b>-9.50%</b>
	Sun	<b>33,342</b>	<b>29,512</b>	<b>-11.49%</b>

The following new links began service in August 2008:

- Link 102 – Orange Ave/South 17/92
- Link 103 - North 17/92 Sanford
- Link 125 - Silver Star Rd. Crosstown
- Link 443 – Lee Rd. Crosstown
- Link 444 – Universal/Northbridge

The following new links began service in December 2008:

- Link 111 - Orlando International Airport/Canadian Ct./Disney
- Link 313 - VA Clinic
- Link 319 - Richmond Heights (replaced Links 19 & 22)
- Link 426 – Poinciana
- Link 602 - North Poinciana Pick Up Line

## LYNX MONTHLY RIDERSHIP FEBRUARY 2009 FINAL

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	105,234	87,718	90,839	96,493	104,201								484,485
All Other Links	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664								9,631,238
Total Fixed Route	2,351,632	1,990,847	2,011,094	1,935,285	1,826,865								10,115,723
Special Shuttles	40	34	479	23,954	246								24,753
ACCESS LYNX	59,408	50,442	54,418	55,268	54,129								273,665
Pick Up Line	787	672	2,088	3,711	4,448								11,706
VanPlan	17,436	13,898	14,089	15,763	14,102								73,288
<b>TOTAL</b>	<b>2,429,303</b>	<b>2,055,893</b>	<b>2,082,168</b>	<b>2,033,981</b>	<b>1,899,790</b>								<b>10,501,135</b>
													Final

### % Change From Fiscal Year 2008 To Fiscal Year 2009

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	-8.3%	-7.4%	-1.1%	-2.8%	6.0%								-2.9%
All Other Links	1.1%	-9.0%	-7.1%	-12.2%	-15.4%								-8.4%
Total Fixed Route	0.7%	-8.9%	-6.8%	-11.8%	-14.4%								-8.1%
Special Shuttles	-38.5%	-96.5%	404.2%	15157.3%	-75.7%								976.2%
ACCESS LYNX	15.6%	10.2%	22.5%	15.8%	16.6%								16.1%
Pick Up Line	261.0%	146.2%	690.9%	1197.6%	1046.4%								719.2%
VanPlan	-7.6%	-9.1%	5.5%	-1.7%	-13.5%								-5.7%
<b>TOTAL</b>	<b>0.9%</b>	<b>-8.5%</b>	<b>-6.1%</b>	<b>-9.9%</b>	<b>-13.6%</b>								<b>-7.3%</b>

### Fiscal Year 2008

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
All Other Links	2,221,396	2,090,820	2,066,977	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279	2,045,891	2,126,341	25,226,622
Total Fixed Route	2,336,194	2,185,505	2,158,852	2,193,448	2,133,840	2,205,034	2,171,931	2,257,291	2,152,512	2,252,653	2,129,092	2,220,507	26,396,859
Special Shuttles	65	969	95	157	1,014	26,563	207	60	30	98	126	903	30,287
ACCESS LYNX	51,379	45,768	44,435	47,720	46,438	51,719	52,816	53,457	52,506	55,042	51,109	56,232	608,621
Pick Up Line	218	273	264	286	388	430	498	611	544	685	715	698	5,610
VanPlan	18,862	15,292	13,350	16,040	16,304	16,169	17,890	17,172	16,986	17,828	17,012	16,604	199,509
<b>TOTAL</b>	<b>2,406,718</b>	<b>2,247,807</b>	<b>2,216,996</b>	<b>2,257,651</b>	<b>2,197,984</b>	<b>2,299,915</b>	<b>2,243,342</b>	<b>2,328,591</b>	<b>2,222,578</b>	<b>2,326,306</b>	<b>2,198,054</b>	<b>2,294,944</b>	<b>27,240,886</b>

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



## LYNX AVERAGE DAILY FEBRUARY 2009 FINAL

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	4,235	3,948	3,674	N/A	4,734								4,148
	Sat	1,141	1,519	1,175	N/A	1,222								1,264
	Sun	817	850	1,063	N/A	1,157								972
All Other Links	Wkday	82,355	77,544	71,655	N/A	70,495								75,512
	Sat	56,308	52,734	51,051	N/A	50,345								52,609
	Sun	31,579	27,690	27,722	N/A	27,846								28,709
Total Fixed Route	Wkday	86,590	81,492	75,329	N/A	75,229								79,660
	Sat	57,449	54,253	52,226	N/A	51,567								53,874
	Sun	32,396	28,540	28,785	N/A	29,003								29,681
Access LYNX	Wkday	2,350	2,181	2,090	2,213	2,413								2,249
	Sat	941	935	973	1,021	1,067								987
	Sun	401	431	612	370	400								443
PickUp Line	Wkday	30	27	79	148	186								94
	Sat	23	25	67	123	161								79
	Sun	N/A	N/A	N/A	N/A	N/A								N/A
VanPlan	Wkday	747	656	579	680	660								664
	Sat	108	79	91	86	120								97
	Sun	81	78	104	95	109								93
TOTAL	Wkday	89,687	84,328	77,998	N/A	78,302								82,573
	Sat	58,498	55,266	53,291	N/A	52,754								54,958
	Sun	32,878	29,049	29,501	N/A	29,512								30,217

## % Change From Fiscal Year 2008 TO Fiscal Year 2009

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-7.5%	-0.2%	-8.0%	N/A	10.6%								1.6%
	Sat	-17.9%	-9.9%	-12.9%	N/A	6.8%								-5.3%
	Sun	-16.5%	-11.8%	21.7%	N/A	20.8%								2.2%
All Other Links	Wkday	0.6%	-5.2%	-9.8%	N/A	-12.1%								-5.9%
	Sat	4.6%	-4.9%	-12.3%	N/A	-10.4%								-4.9%
	Sun	4.5%	-7.5%	-9.5%	N/A	-12.5%								-9.9%
Total Fixed Route	Wkday	0.1%	-5.0%	-9.7%	N/A	-10.9%								-5.5%
	Sat	4.0%	-5.0%	-12.3%	N/A	-10.0%								-4.9%
	Sun	3.8%	-7.6%	-8.7%	N/A	-11.5%								-9.6%
Access LYNX	Wkday	14.8%	16.6%	17.4%	19.3%	22.8%								9.0%
	Sat	12.2%	12.1%	7.1%	23.5%	26.0%								11.1%
	Sun	5.6%	3.0%	11.5%	-9.0%	-9.6%								4.8%
PickUp Line	Wkday	273.7%	170.1%	625.6%	1336.8%	1081.7%								-86.9%
	Sat	181.3%	65.3%	610.1%	732.5%	1006.9%								-32.6%
	Sun	N/A	N/A	N/A	N/A	N/A								N/A
VanPlan	Wkday	-3.7%	0.3%	-1.2%	3.1%	-9.5%								-7.2%
	Sat	-17.5%	-30.0%	-20.0%	-19.1%	-5.2%								-18.1%
	Sun	-33.9%	-32.2%	8.3%	-15.9%	-11.4%								-18.2%
TOTAL	Wkday	0.4%	-4.5%	-9.1%	N/A	-10.1%								-5.2%
	Sat	4.1%	-4.8%	-12.1%	N/A	-9.5%								-4.7%
	Sun	3.7%	-7.5%	-8.3%	N/A	-11.5%								-9.4%

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

## Fiscal Year 2008

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYNMO	Wkday	4,579	3,958	3,994	N/A	4,279	4,283	4,251	4,125	3,905	4,041	3,469	4,009	4,081
	Sat	1,391	1,686	1,349	N/A	1,144	1,791	1,267	1,495	1,148	1,059	1,097	1,264	1,336
	Sun	979	964	873	N/A	958	1,015	1,000	822	847	1,047	972	985	951
All Other Links	Wkday	81,900	81,804	79,436	N/A	80,165	79,816	79,106	82,195	80,037	80,000	75,056	82,906	80,220
	Sat	53,829	55,442	58,227	N/A	56,171	54,404	52,730	55,274	55,003	56,057	55,201	56,331	55,333
	Sun	30,230	29,919	30,640	N/A	31,819	30,580	29,398	31,324	32,102	33,992	38,744	31,784	31,867
Total Fixed Route	Wkday	86,479	85,762	83,430	N/A	84,444	84,099	83,357	86,320	83,942	84,041	78,525	86,915	84,301
	Sat	55,219	57,128	59,576	N/A	57,315	56,195	53,997	56,769	56,151	57,115	56,298	57,595	56,669
	Sun	31,209	30,883	31,513	N/A	32,777	31,595	30,398	32,146	32,949	35,039	39,716	32,769	32,818
Access LYNX	Wkday	2,047	1,869	1,780	1,854	1,964	2,143	2,161	2,144	2,221	2,158	2,117	2,305	2,064
	Sat	839	834	909	827	847	913	908	914	913	893	909	962	889
	Sun	380	419	549	406	443	415	410	420	431	412	400	384	422
PickUp Line	Wkday	8	10	11	10	16	16	19	24	21	27	29	26	18
	Sat	8	15	9	15	15	17	20	21	26	23	22	26	18
	Sun	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
VanPlan	Wkday	776	654	586	659	729	713	761	735	758	734	762	718	715
	Sat	131	113	114	106	126	127	142	113	128	112	98	108	118
	Sun	123	115	96	113	123	113	147	109	112	123	103	94	114
TOTAL	Wkday	89,302	88,285	85,796	N/A	87,137	86,955	86,279	89,199	86,921	86,933	81,404	89,938	87,080
	Sat	56,188	58,075	60,599	N/A	58,288	57,235	55,047	57,796	57,192	58,119	57,305	58,665	57,676
	Sun	31,712	31,417	32,158	N/A	33,342	32,123	30,955	32,674	33,493	35,573	40,219	33,247	33,354

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



# LYNX Board Agenda

Link No	Route	FY 2008 Average Monthly Ridership	Jan-2009	% Change from Jan 09 to Feb 09	Feb-2009	% Change From Previous Year	Change Feb 2009 From FY 2008 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	15,616	7,421	-14.4%	6,350	-60.8%	-59.3%
3	Lake Margaret	17,138	21,722	-4.0%	20,843	38.4%	21.6%
4	South U.S. 441/Kissimmee	154,143	134,568	-5.3%	127,446	-16.0%	-17.3%
6	Dixie Belle	16,203	4,840	5.4%	5,099	-66.5%	-68.5%
7	S. Orange Ave./Florida Mall	26,383	24,617	-10.2%	22,118	-12.5%	-16.2%
8	W. Oak Ridge Rd./Int'l Dr.	200,159	178,995	-5.7%	168,754	-13.0%	-15.7%
9	N. Orange Ave./Rosemont	27,954	15,209	-8.6%	13,898	-50.5%	-50.3%
10	East U.S. 192/St. Cloud	23,774	22,982	1.8%	23,394	-3.7%	-1.6%
102	Orange Ave/South 17/92	7,808	59,681	-5.2%	56,569	-	624.5%
103	North 17/92 Sanford	4,015	28,084	-4.4%	26,846	-	568.7%
11	S. Orange Ave./OIA	34,593	29,014	-5.5%	27,407	-17.8%	-20.8%
111	OIA/Disney	-	10,541	-6.3%	9,872	-	-
125	Silver Star Rd. Crosstown	6,808	54,110	-1.1%	53,534	-	686.4%
13	University of Central Florida	34,053	25,366	-3.4%	24,500	-27.7%	-28.1%
14	Princeton Street/Plymouth Apts.	5,836	1,768	-4.9%	1,682	-73.2%	-71.2%
15	Curry Ford Rd./V.C.C. East	44,491	43,531	0.0%	43,543	-0.4%	-2.1%
17	North U.S. 441/Apopka	50,117	46,465	-4.1%	44,579	-6.4%	-11.1%
18	S. Orange Ave./Kissimmee	40,045	34,215	-6.3%	32,069	-18.0%	-19.9%
20	Malibu/Pine Hills	58,882	20,659	-8.8%	18,848	-68.7%	-68.0%
200	Volusia Express	1,401	1,280	-28.9%	910	-22.9%	-35.0%
204	Clermont Express	2,432	2,674	-13.9%	2,303	22.4%	-5.3%
21	Carver Shores/Tangelo Park	79,546	71,875	-6.5%	67,184	-11.0%	-15.5%
23	Winter Park/Forest City	22,924	11,005	-3.7%	10,602	-54.7%	-53.8%
24	Millenia	11,818	7,242	-18.3%	5,918	-53.6%	-49.9%
25	Silver Star Rd.	81,028	29,232	-2.7%	28,432	-67.9%	-64.9%
26	Pleasant Hill Rd./Poinciana	20,816	13,961	-9.6%	12,622	-40.5%	-39.4%
27	Plant St./Oakland	7,514	6,909	2.1%	7,051	-8.2%	-6.2%
28	E. Colonial Dr./Azalea Park	42,899	41,462	-6.2%	38,873	-3.5%	-9.4%
29	E. Colonial Dr./Goldenrod	39,043	33,861	-3.4%	32,719	-12.7%	-16.2%
30	Colonial Dr. Crosstown	76,994	82,014	-6.6%	76,561	-0.2%	-0.6%
300	Downtown Orlando/Hotel Plaza	1,970	1,985	-11.1%	1,764	16.1%	-10.4%
301	Pine Hills/Animal Kingdom	3,497	4,200	-24.3%	3,180	-2.2%	-9.1%
302	Rosemont/Magic Kingdom	3,758	3,254	-16.2%	2,726	-25.5%	-27.5%
303	Washington Shores/Disney-MGM	3,056	2,789	-23.5%	2,133	-21.4%	-30.2%
304	Rio Grande/Vistana Resort	3,875	3,550	-12.0%	3,124	-11.5%	-19.4%
305	Metro West/All-Star Resort	1,334	1,277	-6.1%	1,199	3.0%	-10.1%
31	Lymmo	97,520	96,493	8.0%	104,201	6.0%	6.9%
313	VA Clinic	-	7,462	2.6%	7,654	-	-
319	Richmond Heights	-	43,844	-0.6%	43,592	-	-
32	Union Park/Bithlo	4,620	4,308	-1.6%	4,237	-9.5%	-8.3%
34	Sanford/Goldsboro	7,589	7,466	-5.7%	7,040	6.4%	-7.2%
36	Lake Richmond	22,466	17,967	-4.9%	17,087	-19.5%	-23.9%
37	Park Promenade Plaza/Florida Mall	73,268	68,811	-3.7%	66,266	-10.2%	-9.6%
38	Downtown Orlando/Int'l Dr.	16,197	13,507	-11.1%	12,004	-26.2%	-25.9%
40	Americana/Universal Orlando	38,519	33,248	-6.9%	30,959	-15.6%	-19.6%
405	Apopka Circulator	7,764	6,260	10.2%	6,897	-17.6%	-11.2%
41	S.R. 436 Crosstown	134,792	124,993	-6.2%	117,188	-7.9%	-13.1%
42	International Dr./OIA	82,018	75,635	-15.7%	63,773	-16.3%	-22.2%
426	Pleasant Hill Rd./Poinciana	-	1,514	-8.6%	1,384	-	-
44	Clarcona/Zellwood	17,102	14,904	0.6%	15,000	-15.2%	-12.3%
442	Clarcona/Zellwood	1,291	6,749	-8.0%	6,206	-	380.7%
443	Lee Rd. Crosstown	2,705	22,962	-5.5%	21,694	-	701.9%
444	Universal/Northbridge	325	243	8.2%	263	-	-19.1%
45	Lake Mary	4,825	4,465	-8.5%	4,085	-15.1%	-15.3%
46	W. S.R. 46/Seminole Towne Ctr.	13,873	15,297	-15.9%	12,858	-12.3%	-7.3%
47	Oviedo	4,237	4,243	1.4%	4,302	7.6%	1.5%
48	W. Colonial Dr./Park Promenade	47,997	46,540	-0.6%	46,240	-3.1%	-3.7%
49	W. Colonial Dr./Pine Hills	47,489	43,790	-8.7%	39,983	-15.8%	-15.8%
50	Downtown Orlando/Magic Kingdom	53,758	42,962	-12.9%	37,409	-14.1%	-30.4%
51	Conway/OIA	34,839	20,463	-10.8%	18,247	-46.5%	-47.6%
54	Old Winter Garden Rd.	11,967	11,825	-1.3%	11,669	-6.3%	-2.5%
55	West U.S. 192/Orange Lake	48,276	45,135	-11.3%	40,041	-16.4%	-17.1%
56	West U.S. 192/Magic Kingdom	50,437	46,103	-11.3%	40,889	-11.5%	-18.9%
57	John Young Pkwy.	20,166	18,333	-4.3%	17,536	-7.2%	-13.0%
58	Shingle Creek	1,946	3,405	-10.8%	3,037	53.3%	56.1%
99	Farebox Errors	12,661	7,731	-44.4%	4,299	-41.4%	-66.0%
<b>Total</b>		<b>2,199,556</b>	<b>1,939,016</b>	<b>-5.6%</b>	<b>1,830,692</b>	<b>-14.2%</b>	<b>-16.8%</b>



## Monthly Report F: Ridership Report

**To:** LYNX Board Of Directors

**From:** **Edward Johnson**  
Chief Administrative Office  
**Tony Walter**  
(Technical Contact)  
**Jerry Bryan**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Ridership Report - January 2009  
**Date:** 4/22/2009

### January 2009 Final

<i>Service Mode</i>	<i>January-08</i>	<i>January-09</i>	<i>% Change</i>
<b>LYMMO</b>	99,272	96,493	-2.80%
<b>All Other Links</b>	2,094,176	1,838,792	-12.19%
<b>Total Fixed Route</b>	2,193,448	1,935,285	-11.77%
<b>Special Shuttles</b>	157	23,954	15157.32%
<b>Access LYNX</b>	47,720	55,268	15.82%
<b>PickUp Line</b>	286	3,711	1197.55%
<b>VanPlan</b>	16,040	15,763	-1.73%
<b>TOTAL</b>	2,257,651	2,033,981	-9.91%

*NOTE: Average weekday ridership for January 2008 not available due to farebox equipment re-programming during that particular month.*

*\* January 2008 Special shuttles unedited.*

Ridership in January 2009 experienced a system-wide ridership decrease of 9.91% over January 2008 levels. System-wide year to date ridership is down by 6.1%.

*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>January-08</i>	<i>January-09</i>	<i>% Change</i>
<b>LYMMO</b>	N/A	4,112	N/A
	N/A	1,199	N/A
	N/A	829	N/A
<b>All Other Links</b>	N/A	69,263	N/A
	N/A	48,716	N/A
	N/A	28,110	N/A
<b>Total Fixed Route</b>	N/A	73,375	N/A
	N/A	49,915	N/A
	N/A	28,939	N/A
<b>Access LYNX</b>	1,854	2,213	19.34%
	827	1,021	23.54%
	406	370	-9.05%
<b>VanPlan</b>	659	680	3.10%
	106	86	-19.06%
	113	95	-15.93%
<b>TOTAL</b>	N/A	76,268	N/A
<b>LYNX</b>	N/A	51,022	N/A
<b>SERVICES</b>	N/A	29,404	N/A

*NOTE: Average daily ridership for January 2008 not available due to farebox equipment re-programming during that particular month.*

The following new links began service in August 2008:

- Link 102 – Orange Ave/South 17/92
- Link 103 - North 17/92 Sanford
- Link 125 - Silver Star Rd. Crosstown
- Link 443 – Lee Rd. Crosstown
- Link 444 – Universal/Northbridge

The following new links began service in December 2008:

- Link 111 - Orlando International Airport/Canadian Ct./Disney
- Link 313 - VA Clinic
- Link 319 - Richmond Heights (replaced Links 19 & 22)
- Link 426 – Poinciana

**LYNX MONTHLY RIDERSHIP JANUARY 2009**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS
LYMMO	105,234	87,718	90,839	96,493									380,284
All Other Links	2,246,398	1,903,129	1,920,255	1,838,792									7,908,574
Total Fixed Route	2,351,632	1,990,847	2,011,094	1,935,285									8,288,858
Special Shuttles	40	34	479	23,954									24,507
Access LYNX	59,408	50,442	54,418	55,268									219,536
VanPlan	17,436	13,898	14,089	15,763									61,186
<b>TOTAL</b>	<b>2,428,516</b>	<b>2,055,221</b>	<b>2,080,080</b>	<b>2,030,270</b>									<b>8,594,087</b>

**Percent Change From Fiscal Year 2008 To Fiscal Year 2009**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS
LYMMO	-8.3%	-7.4%	-1.1%	-2.8%									-5.1%
All Other Links	1.1%	-9.0%	-7.1%	-12.2%									-6.7%
Total Fixed Route	0.7%	-8.9%	-6.8%	-11.8%									-6.6%
Special Shuttles	-38.5%	-96.5%	404.2%	-84.1%									-55.1%
Access LYNX	15.6%	10.2%	22.5%	15.8%									16.0%
VanPlan	-7.6%	-9.1%	5.5%	-1.7%									-3.7%
<b>TOTAL</b>	<b>0.9%</b>	<b>-8.6%</b>	<b>-6.2%</b>	<b>-11.1%</b>									<b>-6.1%</b>

**Fiscal Year 2008**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS
LYMMO	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
All Other Links	2,221,396	2,090,820	2,066,977	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279	2,045,891	2,126,341	25,226,622
Total Fixed Route	2,336,194	2,185,505	2,158,852	2,193,448	2,133,840	2,205,034	2,171,931	2,257,291	2,152,512	2,252,653	2,129,092	2,220,507	26,396,859
Special Shuttles	65	969	95	157	935	26,563	207	60	30	98	126	903	30,208
Access LYNX	51,379	45,768	44,435	47,720	46,438	51,719	52,816	53,457	52,506	55,042	51,109	56,232	608,621
VanPlan *	18,862	15,292	13,350	16,040	16,304	16,169	17,890	17,172	16,986	17,828	17,012	16,604	199,509
<b>TOTAL</b>	<b>2,406,500</b>	<b>2,247,534</b>	<b>2,216,732</b>	<b>2,257,365</b>	<b>2,197,517</b>	<b>2,299,485</b>	<b>2,242,844</b>	<b>2,327,980</b>	<b>2,222,034</b>	<b>2,325,621</b>	<b>2,197,339</b>	<b>2,294,246</b>	<b>27,235,197</b>

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



**LYNX AVERAGE DAILY JANUARY 2009**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	4,235	3,948	3,674	4,112									3,992
	Sat	1,141	1,519	1,175	1,199									1,259
	Sun	817	850	1,063	829									890
All Other Links	Wkday	82,355	77,544	71,655	69,263									75,204
	Sat	56,308	52,734	51,051	48,716									52,202
	Sun	31,579	27,690	27,722	28,110									28,775
Total Fixed Route	Wkday	86,590	81,492	75,329	73,375									79,197
	Sat	57,449	54,253	52,226	49,915									53,461
	Sun	32,396	28,540	28,785	28,939									29,665
Access LYNX	Wkday	2,350	2,181	2,090	2,213									2,208
	Sat	941	935	973	1,021									968
	Sun	401	431	612	370									454
VanPlan	Wkday	747	656	579	680									665
	Sat	108	79	91	86									91
	Sun	81	78	104	95									90
TOTAL	Wkday	89,687	84,328	77,998	76,268									82,070
	Sat	58,498	55,266	53,291	51,022									54,519
	Sun	32,878	29,049	29,501	29,404									30,208

**% Change From Fiscal Year 2008 TO Fiscal Year 2009**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR	
LYMMO	Wkday	-7.5%	-0.2%	-8.0%	12.7%										-0.8%
	Sat	-17.9%	-9.9%	-12.9%	-35.9%										-8.8%
	Sun	-16.5%	-11.8%	21.7%	-20.6%										-6.5%
All Other Links	Wkday	0.6%	-5.2%	-9.8%	5.8%										-4.8%
	Sat	4.6%	-4.9%	-12.3%	20.4%										-3.5%
	Sun	4.5%	-7.5%	-9.5%	-5.7%										-9.2%
Total Fixed Route	Wkday	0.1%	-5.0%	-9.7%	6.2%										-4.6%
	Sat	4.0%	-5.0%	-12.3%	17.9%										-3.6%
	Sun	3.8%	-7.6%	-8.7%	-6.2%										-9.2%
Access LYNX	Wkday	14.8%	16.6%	17.4%	19.3%										7.0%
	Sat	12.2%	12.1%	7.1%	23.5%										8.8%
	Sun	5.6%	3.0%	11.5%	-9.0%										7.4%
VanPlan	Wkday	-3.7%	0.3%	-1.2%	3.1%										-7.0%
	Sat	-17.5%	-30.0%	-20.0%	-19.1%										-23.0%
	Sun	-33.9%	-32.2%	8.3%	-15.9%										-21.6%
TOTAL	Wkday	0.4%	-4.5%	-9.1%	6.5%										-4.3%
	Sat	4.1%	-4.8%	-12.1%	18.0%										-3.5%
	Sun	3.7%	-7.5%	-8.3%	-6.3%										-9.0%

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

**Fiscal Year 2008**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYMMO	Wkday	4,579	3,958	3,994	N/A	4,279	4,283	4,251	4,125	3,905	4,041	3,469	4,009	4,081
	Sat	1,391	1,686	1,349	N/A	1,144	1,791	1,267	1,495	1,148	1,059	1,097	1,264	1,336
	Sun	979	964	873	N/A	958	1,015	1,000	822	847	1,047	972	985	951
All Other Links	Wkday	81,900	81,804	79,436	N/A	80,165	79,816	79,106	82,195	80,037	80,000	75,056	82,906	80,220
	Sat	53,829	55,442	58,227	N/A	56,171	54,404	52,730	55,274	55,003	56,057	55,201	56,331	55,333
	Sun	30,230	29,919	30,640	N/A	31,819	30,580	29,398	31,324	32,102	33,992	38,744	31,784	31,867
Total Fixed Route	Wkday	86,479	85,762	83,430	N/A	84,444	84,099	83,357	86,320	83,942	84,041	78,525	86,915	84,301
	Sat	55,219	57,128	59,576	N/A	57,315	56,195	53,997	56,769	56,151	57,115	56,298	57,595	56,669
	Sun	31,209	30,883	31,513	N/A	32,777	31,595	30,398	32,146	32,949	35,039	39,716	32,769	32,818
Access LYNX	Wkday	2,047	1,869	1,780	1,854	1,964	2,143	2,161	2,144	2,221	2,158	2,117	2,305	2,064
	Sat	839	834	909	827	847	913	908	914	913	893	909	962	889
	Sun	380	419	549	406	443	415	410	420	431	412	400	384	422
PickUp Line	Wkday	8	10	11	10	16	16	19	24	21	27	29	26	18
	Sat	8	15	9	15	15	17	20	21	26	23	22	26	18
	Sun	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
VanPlan	Wkday	776	654	586	659	729	713	761	735	758	734	762	718	715
	Sat	131	113	114	106	126	127	142	113	128	112	98	108	118
	Sun	123	115	96	113	123	113	147	109	112	123	103	94	114
<b>TOTAL</b>	Wkday	89,302	88,285	85,796	N/A	87,137	86,955	86,279	89,199	86,921	86,933	81,404	89,938	87,080
	Sat	56,188	58,075	60,599	N/A	58,288	57,235	55,047	57,796	57,192	58,119	57,305	58,665	57,676
	Sun	31,712	31,417	32,158	N/A	33,342	32,123	30,955	32,674	33,493	35,573	40,219	33,247	33,354

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



# LYNX Board Agenda

Link No	Route	FY 2008 Average Monthly Ridership	Dec-2008	% Change from Dec 08 to Jan 09	Jan-2009	% Change From Previous Year	Change Jan 2009 From FY 2008 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	15,616	8,972	-17.3%	7,421	-58.0%	-52.5%
2	Colonialtown	3,107	N/A	N/A	N/A	-100.0%	-100.0%
3	Lake Margaret	17,138	20,972	3.6%	21,722	32.6%	26.7%
4	South U.S. 441/Kissimmee	154,143	142,147	-5.3%	134,568	-12.4%	-12.7%
5	Lake George/Fort Gatlin	5,194	901	-100.0%	N/A	-100.0%	-100.0%
6	Dixie Belle	16,203	6,864	-29.5%	4,840	-68.8%	-70.1%
7	S. Orange Ave./Florida Mall	26,383	25,682	-4.1%	24,617	-8.4%	-6.7%
8	W. Oak Ridge Rd./Int'l Dr.	200,159	187,572	-4.6%	178,995	-8.8%	-10.6%
9	N. Orange Ave./Rosemont	27,954	16,469	-7.7%	15,209	-49.8%	-45.6%
10	East U.S. 192/St. Cloud	23,774	23,841	-3.6%	22,982	0.2%	-3.3%
102	Orange Ave./South 17/92	7,808	60,917	-2.0%	59,681	N/A	664.3%
103	North 17/92 Sanford	4,015	28,554	-1.6%	28,084	N/A	599.5%
11	S. Orange Ave./OIA	34,593	31,000	-6.4%	29,014	-19.0%	-16.1%
111	OIA/Disney	N/A	7,580	39.1%	10,541	N/A	N/A
12	Buenaventura Lks/Boggy Ck	7,051	1,592	-100.0%	N/A	-100.0%	-100.0%
125	Silver Star Rd. Crosstown	6,808	52,498	3.1%	54,110	N/A	694.8%
13	University of Central Florida	34,053	27,334	-7.2%	25,366	-24.8%	-25.5%
14	Princeton Street/Plymouth Apts.	5,836	2,044	-13.5%	1,768	-72.1%	-69.7%
15	Curry Ford Rd./V.C.C. East	44,491	42,936	1.4%	43,531	-0.5%	-2.2%
16	College Park/The Meadows	8,551	N/A	N/A	N/A	-100.0%	-100.0%
17	North U.S. 441/Apopka	50,117	49,238	-5.6%	46,465	-6.5%	-7.3%
18	S. Orange Ave./Kissimmee	40,045	35,596	-3.9%	34,215	-15.3%	-14.6%
19	Richmond Heights	28,229	6,427	-100.0%	N/A	-100.0%	-100.0%
20	Malibu/Pine Hills	58,882	25,013	-17.4%	20,659	-66.2%	-64.9%
200	Volusia Express	1,401	1,420	-9.9%	1,280	14.3%	-8.6%
204	Clermont Express	2,432	2,549	4.9%	2,674	44.2%	10.0%
209	UCF/Downtown Orlando Late Night Shuttle	62	N/A	N/A	N/A	-100.0%	-100.0%
21	Carver Shores/Tangelo Park	79,546	72,334	-0.6%	71,875	-7.9%	-9.6%
22	Richmond Estates	24,463	5,704	-100.0%	N/A	-100.0%	-100.0%
23	Winter Park/Forest City	22,924	11,209	-1.8%	11,005	-54.4%	-52.0%
24	Millenia	11,818	8,447	-14.3%	7,242	-49.3%	-38.7%
25	Silver Star Rd.	81,028	30,583	-4.4%	29,232	-67.3%	-63.9%
26	Pleasant Hill Rd./Poinciana	20,816	15,230	-8.3%	13,961	-32.0%	-32.9%
27	Plant St./Oakland	7,514	7,543	-8.4%	6,909	-4.8%	-8.1%
28	E. Colonial Dr./Azalea Park	42,899	43,973	-5.7%	41,462	-3.7%	-3.4%
29	E. Colonial Dr./Goldenrod	39,043	36,108	-6.2%	33,861	-12.7%	-13.3%
30	Colonial Dr. Crosstown	76,994	81,485	0.6%	82,014	7.5%	6.5%
300	Downtown Orlando/Hotel Plaza	1,970	2,016	-1.5%	1,985	9.5%	0.8%
301	Pine Hills/Animal Kingdom	3,497	3,900	7.7%	4,200	19.4%	20.1%
302	Rosemont/Magic Kingdom	3,758	3,367	-3.4%	3,254	-12.7%	-13.4%
303	Washington Shores/Disney-MGM	3,056	2,767	0.8%	2,789	-14.8%	-8.7%
304	Rio Grande/Vistana Resort	3,875	3,516	1.0%	3,550	4.3%	-8.4%
305	Metro West/All-Star Resort	1,334	1,437	-11.1%	1,277	19.9%	-4.3%
31	Lymmo	97,520	90,839	6.2%	96,493	-2.8%	-1.1%
313	VA Clinic	N/A	5,306	40.6%	7,462	N/A	N/A
319	Richmond Heights	N/A	32,572	34.6%	43,844	N/A	N/A
32	Union Park/Bithlo	4,620	4,408	-2.3%	4,308	-10.6%	-6.8%
34	Sanford/Goldsboro	7,589	7,805	-4.3%	7,466	2.3%	-1.6%
36	Lake Richmond	22,466	19,025	-5.6%	17,967	-18.8%	-20.0%
37	Park Promenade Plaza/Florida Mall	73,268	70,341	-2.2%	68,811	-10.0%	-6.1%
38	Downtown Orlando/Int'l Dr.	16,197	12,499	8.1%	13,507	-13.4%	-16.6%
39	U.S. 17-92/Sanford	56,719	N/A	N/A	N/A	-100.0%	-100.0%
40	Americana/Universal Orlando	38,519	33,128	0.4%	33,248	-17.0%	-13.7%
405	Apopka Circulator	7,764	6,666	-6.1%	6,260	-30.2%	-19.4%
41	S.R. 436 Crosstown	134,792	128,799	-3.0%	124,993	-5.7%	-7.3%
414	UCF Alafaya/Waterford Lakes	6,685	1,719	-100.0%	N/A	-100.0%	-100.0%
42	International Dr./OIA	82,018	79,725	-5.1%	75,635	-3.0%	-7.8%
426	Pleasant Hill Rd./Poinciana	N/A	1,050	44.2%	1,514	N/A	N/A
43	Central Florida Pkwy.	15,087	3,238	-100.0%	N/A	-100.0%	-100.0%
44	Clarcona/Zellwood	17,102	15,369	-3.0%	14,904	-16.6%	-12.8%
442	Clarcona/Zellwood	1,291	5,686	18.7%	6,749	N/A	422.8%
443	Lee Rd. Crosstown	2,705	22,556	1.8%	22,962	#DIV/0!	748.8%
444	Universal/Northbridge	325	302	-19.5%	243	#DIV/0!	-25.3%
45	Lake Mary	4,825	4,539	-1.6%	4,465	-9.6%	-7.5%
46	W. S.R. 46/Seminole Towne Ctr.	13,873	15,439	-0.9%	15,297	6.7%	10.3%
47	Oviedo	4,237	4,071	4.2%	4,243	1.0%	0.1%
48	W. Colonial Dr./Park Promenade	47,997	49,547	-6.1%	46,540	-1.1%	-3.0%
49	W. Colonial Dr./Pine Hills	47,489	45,641	-4.1%	43,790	-7.6%	-7.8%
50	Downtown Orlando/Magic Kingdom	53,758	50,864	-15.5%	42,962	-5.3%	-20.1%
51	Conway/OIA	34,839	23,993	-14.7%	20,463	-44.9%	-41.3%
52	Pine Castle/Tradeport	5,841	1,251	-100.0%	0	-100.0%	-100.0%
53	Story Rd./Tildenville	8,001	1,734	-100.0%	0	-100.0%	-100.0%
54	Old Winter Garden Rd.	11,967	12,386	-4.5%	11,825	-3.5%	-1.2%
55	West U.S. 192/Orange Lake	48,276	44,440	1.6%	45,135	-6.0%	-6.5%
56	West U.S. 192/Magic Kingdom	50,437	49,382	-6.6%	46,103	-4.1%	-8.6%
57	John Young Pkwy.	20,166	18,594	-1.4%	18,333	-2.1%	-9.1%
58	Shingle Creek	1,946	2,988	14.0%	3,405	40.6%	75.0%
99	Farebox Errors	12,661	10,108	-23.5%	7,731	-49.4%	-38.9%
<b>Total</b>		<b>2,199,556</b>	<b>2,013,747</b>	<b>-3.7%</b>	<b>1,939,016</b>	<b>-11.6%</b>	<b>-11.8%</b>



# LYNX Board Agenda

## Monthly Report G: Planning and Development Report

**To:** LYNX Board Of Directors

**From:** **Edward Johnson**  
CHIEF ADMINISTRATIVE OFFICER  
**Tony Walter**  
(Technical Contact)  
**Belinda Balleras**  
(Technical Contact)  
**Doug Jamison**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Planning & Development Report

**Date:** 4/23/2009

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### Coordination Activities

**Orange County** – Staff has continued coordination with Orange County staff regarding the permitting process for shelters. In addition, LYNX continues to work with various departments at the County to determine corridors and site locations for bus shelters to be funded under American Recovery and Reinvestment Act.

LYNX is also continuing coordination with The Orange Blossom Trail Improvement Board for improvements within their district along US 441.

**Osceola County** - LYNX staff is coordinating with staff at Osceola County for bus shelter locations to be funded under American Recovery and Reinvestment Act.

**Seminole County** – LYNX has successfully completed coordination with the US 17-92 Community Redevelopment Agency (CRA) and is in the process of permitting approximately 18 shelters within the County and associated CRA partner cities as well as within the City of Longwood.

LYNX staff is coordinating with staff at Seminole County for bus shelter locations to be funded under American Recovery and Reinvestment Act.

## Geography Network

The main page and the three web applications currently available on LYNX Geography Network had been loaded on a desktop 926 times between February 1 and February 28, 2009 and 1,013 times between March 1 and March 31, 2009

## GIS

GIS staff responded to 16 internal and external requests for GIS data, maps and information.

Under phase two of the Partners for Structures layer project, funded under the USGS Assistantship program the data for Lake County was sent for review and approval to the county GIS management staff. On a regular project team meeting on March 12, the regional partners discussed the latest updates from the Department of Emergency Management in an effort to compile state database and use county input on a regular basis. The final modifications to the model and the date for the final deliverables were approved.

GIS staff developed a procedure and a scope of work for Bus Stop Inventory data updates to reflect the service changes in December 2008 and April 2009. This project is essential for the data collection conducted by LYNX Automated Traveler Information System (ATIS) and will bring the LYNX' bus stop locations information up to date. A work order was issued to Data Transfer Solutions, LLC for this work which is scheduled for completion before April 28<sup>th</sup>. Updated bus stops and route information for the April bid will be published and distributed before April 28<sup>th</sup>.

The Map server software was upgraded to the latest version and all the applications successfully reconnected. Web maps design software was installed and GIS staff began work on designing "LYNX Map" – web based GIS mapping application for display and query special data.

The scheduled updates of the street base map for the LYNX service area are ready for testing in Trapeze FX map test environment. The base map update of the scheduling software will be coordinated with the version update for Trapeze FX and Trapeze PASS. Scheduled base map updates for regional address points and parcel information is taking place.

## Shelters and Amenities

**Orange County**-Construction work has begun for the installation of shelters on Oakridge Road (15 sites/17 shelters) and at the Florida Mall (6 shelters). Staff anticipates these shelters should be installed by the end of April.

Construction of the 5 sites on Silver Star Road (7 shelters) and 2 shelters in Tangelo Park is anticipated to be complete by the end of April (pending final permit approvals).

**City of Orlando**-LYNX received bids on the shelter program for the City. Based on the responses, LYNX decided to bring the management of this program in-house. LYNX is currently in the process of selecting sites for the shelters.

# LYNX Board Agenda

Installation of 10 shelters along SR 436 at existing bus pullout bays is anticipated to start in late April or early May based on current lead times for shelter manufacture. These shelters were originally permitted during the road improvements for the corridor a number of years ago.

**Seminole County**-Staff received final CRA approval for the shelters along the US 17-92 corridor on March 24, 2009. The 20 shelters needed to complete this project have been ordered. It is anticipated that the shelters could be installed as early as May or June based on current lead times for shelter construction and pending permitting requirements. LYNX is also in the process of installing a shelter at an existing bus pad near the Rinehart Road Wal-Mart.

**Osceola County**-LYNX is currently soliciting bids for the bus pullout bay at the Osceola Square Mall. This is anticipated to be brought before the board for award at the May meeting.

**Disney**-LYNX continues to coordinate with Disney for the installation of 9 shelters on public right-of-way.

**City of Winter Park**-LYNX received one of three Transit License Agreements needed for shelter installations along the LINK 102. Shelters associated with this project could be installed in late April or early May.

## **Developments of Regional Impact (DRI's)/Roadway Projects**

LYNX staff has reviewed and/or commented on the following projects, and attended meetings related to these projects.

### **International Corporate Park (ICP) Development Order Issuance**

-Project is located in Orange County south of the 528 at the eastern terminus of the proposed Innovation Way Corridor.

-Development Order issued at March 17, 2009 East Central Florida Regional Planning Council Meeting.

-Significant concessions for transit have been made including:

- Participate in to the Innovation Way Multi-Modal Transportation District (MMTD)
- Design roadways to be consistent with the MMTD design policies
- Fund a proportionate share of an Alternatives Analysis Study for the regions to identify and facilitate preservation of rail and other required transit connections including, where feasible, all or part of the transit corridor from UCF to OIA
- If deemed appropriate by Orange County, the Developer will reserve transit corridors extending to the eastern border of the project for future transit use.
- Developer must works with FDOT, the County and ICP employers to develop a proper mix of travel demand management to encourage alternative forms of transportation
- Specific transit related actions required as part of agreement
  - Bike lockers/racks
  - Bus shelters
  - Bus pullout bays



# LYNX Board Agenda

- Possible Super Stop
- Proportionate share to construct and operate a new transit system in the area
- Promotion of LYNX existing ride share program and commuter service program
- Provision of park and ride spaces for at least 200 vehicles

## **Road Projects**

Staff provided comments and/or was involved in the regional review process for the following road projects:

### **Lake County –**

Milling and resurfacing of SR 50 from East of Lake Village to East of Grand Highway - LYNX provided comments on maintaining accessibility of our stops and stop improvements.

# LYNX Board Agenda

## Monthly Report H: Communications Report

**To:** LYNX Board Of Directors

**From:** Peggy Gies  
Director of Communications  
Courtney Miller  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6020

**Item Name:** Communications Report

**Date:** 4/22/2009

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### Advertising Sales

ADVERTISING SALES	FEBRUARY 2009	YTD FY09
Advertising Sales Revenue	\$98,471.00	\$502,282

ADVERTISING SALES	MARCH 2009	YTD FY09
Advertising Sales Revenue	\$81,800	\$584,082

## Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM		
CARPOOL/VANPOOL INQUIRIES	FEBRUARY 2009	MARCH 2009
Phone	58	48
Internet	12	12
Letters	23	24
Matches	3	11
<b>Total Inquiries</b>	<b>70</b>	<b>60</b>
VANPOOLS	FEBRUARY 2009	MARCH 2009
Commuter Choice Vanpool Participants	604	568
Total Revenue Miles YTD	389,814	470,063
New Vanpools	2	0
Returned Vanpools	5	3
Current Vans in Service	62	59
Pending Vanpool Interest	<ul style="list-style-type: none"> <li>• Walt Disney World</li> <li>• City of Orlando</li> </ul>	<ul style="list-style-type: none"> <li>• Walt Disney World</li> <li>• Orange Co. Clerk of Courts</li> </ul>
No. of Employers Contacted	28	26
No. of Employees Contacted	988	400
Employer Program Presentations	<ul style="list-style-type: none"> <li>• Disney Magical Express (OIA)</li> <li>• Solantic Walk-In Urgent Care</li> <li>• KinderCare Learning Center</li> <li>• Frito-Lay</li> </ul>	<ul style="list-style-type: none"> <li>• Foley &amp; Lardner, LLP</li> <li>• Alvarez Sambol Winthrop/Madson</li> <li>• Second Harvest Food Bank</li> <li>• HOPE</li> <li>• Ovarian Cancer Alliance of Florida</li> <li>• Disney Magical Express (OIA)</li> <li>• Destiny Economic Development - America's First Eco-Sustainable City</li> <li>• Florida Hospital - Altamonte Springs</li> </ul>



# LYNX Board Agenda

			• Frito-Lay (Inclusion Council)	
Employee Program Presentations	LOCATION		PARTICIPANTS	
	Disney's Cast Member Information Fair at Celebration		170	
	Disney's Cast Member Information Fair at Central Shops		140	
	<b>Total Participants</b>		<b>310</b>	
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS	LOCATION	PARTICIPANTS
	I-Drive Tourism Leadership Class	22	Seminole County Regional Update - Orlando Business Journal Event	10
	Seminole County Regional Chamber of Commerce: State of the County Luncheon	10	West Orange Young Professionals "Social Media & Your Brand"	3
	Central Florida Hotel & Lodging Association Annual Meeting Luncheon	400	Lead Generation Seminar - Orlando Business Journal Event	3
	HOPE Festival - Parramore Education & Street Fair	25	What's Up Downtown	4
	Kissimmee/Osceola Chamber of Commerce Business After Hours	10	Central Florida Hotel & Lodging Association's Allied Relations Council Breakfast - Panel Discussion	4
	City of Orlando/LYNX Bike to Work Planning Meeting	3	Central Florida Employment Council Job Fair	400
	Osceola County Regional Update - Orlando Business Journal Event	10	I-Drive Tourism Leadership Class	22
	<b>TOTAL PARTICIPANTS</b>	<b>480</b>	<b>TOTAL PARTICIPANTS</b>	<b>446</b>

# LYNX Board Agenda

## Program Implementation:

LYNX added the following Vanpools:

1 Commuter Van - Department of Veteran Affairs

1 Commuter Van - FCC Coleman

LYNX enrolled the following business partners in Commuter Assistance Programs:

*Foley & Lardner, LLP* - Carpool Program, Guaranteed Ride Home, Employee Transportation Coordinator

*Disney Magical Express, OIA* - Carpool Program, Guaranteed Ride Home, Employee Transportation Coordinator

*Alvarez, Sambol, Winthrop & Madson, PA* - Carpool Program, Guaranteed Ride Home, Employee Transportation Coordinator

LYNX added the following new volunteer to the Adopt a Stop program:

Showtyme – Alicia Gilreath, President

## Commuter Services Events

### I-Drive Tourism Orlando Leadership Class

Commuter Services hosted the Tourism Orlando Leadership class for the International Drive Chamber of Commerce. Linda Watson addressed the business leaders from the International Drive area about her experience in leadership. Participants rode the bus to LYNX Central Station for this discussion; for many members of the group, the experience was the first time on a LYNX bus.

### Seminole County Regional Chamber of Commerce: State of the County Luncheon

LYNX Commuter Services representatives attended an informational session with more than 150 attendees interested in learning more about the SunRail Project and other issues affecting Seminole County. LYNX Commuter Services representatives were able to network with the other attendees of the event.



### Central Florida Hotel & Lodging Association Annual Meeting Luncheon

LYNX sponsored the Central Florida Hotel and Lodging Association luncheon which was well attended by public officials and business leaders. LYNX representatives were able to network and distribute information to some 400 attendees.

### HOPE Festival - Parramore Education & Street Fair



# LYNX Board Agenda

LYNX Commuter Services representatives were asked to participate in this education and health fair to benefit the Parramore community. Information promoting LYNX Family of Services was distributed during the Parramore Education and Street Festival.

## Kissimmee/Osceola Chamber of Commerce Business After Hours

A LYNX representative attended the Business After Hours event in order to network with potential clients. This is an effort to be more active in the Kissimmee/Osceola Chamber of Commerce and distribute information regarding LYNX Family of Services to Osceola County businesses.

## City of Orlando/LYNX Bike to Work Planning Meeting

In an effort to solidify the partnership with the City of Orlando and LYNX for the annual Bike to Work event, a LYNX representative met with City of Orlando staff members. Along with establishing a time-line for tasks associated with promoting the event, the LYNX Commuter Services representative was able to educate the team on the Commuter Assistance Programs that work in harmony with cyclists who commute by means of their bikes.

## Osceola County Regional Update - Orlando Business Journal Event

LYNX was represented by two representatives at the OBJ's Osceola County Regional Update. Commuter Assistance Program information was provided to the 150 plus attendees from organizations in the Osceola County area. This event provided LYNX with the opportunity to network with Osceola County businesses.

## Disney Cruise Lines at Celebration and Disney's Cast Member Information Fair at Central Shops

Walt Disney World employees have had the Pre-Tax Employer Bus Pass Program available to them for a few years. LYNX Commuter Services representatives were invited to two events to promote more elements of the Commuter Assistance Program to more than 300 Disney Cast Members.

## Seminole County Regional Update - Orlando Business Journal Event

LYNX was represented by two representatives at the OBJ's Seminole County Regional Update. This event provided LYNX with the opportunity to network with Seminole County businesses.

## West Orange Young Professionals Seminar - "Social Media & Your Brand"

West Orange Chamber of Commerce's new Young Professionals group hosted a seminar titled "Social Media & Your Brand." This event enabled two Commuter Services representatives to network with other young professionals in West Orange County, and provided valuable training on social marketing techniques.

## Lead Generation Seminar - Orlando Business Journal Event

The Orlando Business Journal and the Disney Entrepreneur Center hosted this free event focused on identifying new clients and marketing your services. The event also allowed the Commuter Services division to make connections with local businesses in order to promote the Commuter Assistance Programs.

## What's Up Downtown



# LYNX Board Agenda

A LYNX representative attended the Downtown Development Board's "What's Up Downtown" event in order to network and build relationships with downtown businesses for possible CAP implementation. This is an effort to have more exposure in the Downtown Orlando area and share information regarding LYNX Family of Services to the businesses that attend this event.

## Central Florida Hotel & Lodging Association's Allied Relations Council Breakfast - Panel Discussion

LYNX Commuter Services shared an informational session with more than 150 attendees interested in learning how to do business with the new Waldorf Astoria Resort that's slated for completion by the end of this year. A LYNX Commuter Services representative was able to share information with the attendees on how they could utilize the Commuter Assistance Programs in lieu of single occupancy vehicles (SOV).

## Central Florida Employment Council (CFEC) Job Fair

A LYNX Commuter Services representative was invited by CFEC to attend their quarterly Job Fair at the Central Florida Fair Grounds. The Commuter Services representative was able to share information regarding the Commuter Assistance Program with more than four hundred attendees. The Commuter Services representative was also able to share information about the CAP program with some of the employers that were registered participants at the Job Fair.

## Marketing

WEBSITE USAGE	FEBRUARY 2009
Average Hits per Day	63,614
Average Users per Day	2,268.43
Average Hits per User	28.04
Average Time Spent on Site	6 minutes, 38 seconds
Approximate Visits per User	1.83
Total Page Hits	442,749
Total User Visits	63,516
Total Unique IP Addresses (visits)	34,603

WEBSITE USAGE	MARCH 2009
Average Hits per Day	67,434
Average Users per Day	2,381.97
Average Hits per User	28.31

# LYNX Board Agenda

Average Time Spent on Site	6 minutes, 47 seconds
Approximate Visits per User	1.86
Total Page Hits	513,746
Total User Visits	73,841
Total Unique IP Addresses (visits)	39,674

## Marketing Activities

LYNX was also a community partner in the Washington Shores 5k Walk & Health Fair sponsored by The City of Orlando and Orange County Health Department. We provided information and facepainting to the over 300 participants who came out for a morning of fitness, fun and education.

## Media Activities

The big event in February was LYNX' press opportunity with U.S. Rep. Alan Grayson (D-Fla.). On Monday Feb. 23 Linda Watson and the freshman Congressman rode Link 28 to Workforce Central Florida on East Colonial. There Rep. Grayson spoke regarding the injection of recovery dollars potentially heading to LYNX. It was a successful event. Channels 2, 6, 9, 13, 35, Telemundo, Univision and WDBO Radio either rode the bus with Watson and Rep. Grayson or met onsite.

MSN Money through the Orlando Business Journal used our press release for a story. It centered on Linda Watson being named to the External Advisory Board for the University of Florida's Center for Multimodal Solutions for Congestion Mitigation.

The Orlando Sentinel had several mentions this month. Walt Disney World President Meg Crofton wrote a My Word on SunRail... "grateful for transportation alternatives such as LYNX." The Flip Side had a mention thanking a Road Ranger for their assistance during the Daytona races. Two editorial mentions...Homeland Security funding...there is always a need for security dollars to heighten the department. The other mention was in reference to stimulus dollars...this will improve LYNX by investing in the system which will preserve and create jobs.

March was a very busy month. LYNX hosted a press conference announcing a Road Ranger partnership with State Farm. The Orlando Sentinel, the Orlando Business Journal, WDBO radio and TV stations 6, 9, 13, 35 Univision and Telemundo covered the event. ARRA stories printed in the Sentinel and OBJ. Additional Sentinel mentions on stories regarding Orange County funded agencies (required a Public Records Request), PSA Bus applications, Channel 6 GM Henry Maldonado retiring, an editorial on Expressway increasing tolls and their support of the 2008-09 fare increase and U.S. Rep. and Sen. earmarks.

Another piece involved a letter from a reader questioning Scott Maxwell about investigating agencies with top level six-figure salaries... "Probably not. I know there are some who get

# LYNX Board Agenda

outraged about anybody who makes six figures. But I don't have a problem with government and nonprofit folks earning paychecks comparable to the private sector's.”

A story of interest was when the Sentinel technology reporter Twitter/tweeted for a ride home from OIA. Someone on his list told him to ride the bus. The reporter wrote a blog about his positive experience.

## Customer Service

Customer Service is provided through the call center (providing travel information), fare media sales and information, eligibility/certification section, customer relations, lost & found, LYNX customer ID programs and “How To Ride” presentations.

CALL CENTER DATA	FEB 09
Number of Calls	34398
Call-Wait Time in Seconds	:28

## PRELIMINARY DATA

SALES & INFORMATION DATA	FEB 09
Customers serviced through fixed route inquiries/sales	22,867
LYNX fare media sales	202,059

CUSTOMER SERVICE DATA	Feb 09
Internet Inquiries	223
“How To Ride” presentations	1



# LYNX Board Agenda

<b>CUSTOMER RELATIONS DATA</b>	<b>FEB 09</b>
Customers assisted by telephone, fax, one-on-one	1,794
Concerns/suggestions for Transit Ops (LYNX)	106
Compliments for Fixed Route/Road Rangers	9
Concerns/suggestions for Paratransit (MV and LYNX)	209
Compliments for Paratransit	1

<b>LOST &amp; FOUND DATA</b>	<b>FEB 09</b>
Number of items recovered	575
% items returned to owners	27.4
Advantage IDs issued	125
Kids In School & Senior IDs issued	7

<b>CALL CENTER DATA</b>	<b>MARCH 09</b>
Number of Calls	36,495
Call-Wait Time in Seconds	:31

<b>SALES &amp; INFORMATION DATA</b>	<b>MARCH 09</b>
Customers serviced through fixed route inquiries/sales	20,893
LYNX fare media sales	202,622

# LYNX Board Agenda

<b>CUSTOMER SERVICE DATA</b>	<b>MARCH 09</b>
Internet Inquiries	414
“How To Ride” presentations	0

<b>CUSTOMER RELATIONS DATA</b>	<b>MARCH 09</b>
Customers assisted by telephone, fax, one-on-one	1861
Concerns/suggestions for Transit Ops (LYNX)	119
Compliments for Fixed Route/Road Rangers	14
Concerns/suggestions for Paratransit (MV and LYNX)	297
Compliments for Paratransit	5

<b>LOST &amp; FOUND DATA</b>	<b>MARCH 09</b>
Number of items recovered	690
% items returned to owners	25.3
Advantage IDs issued	107
Kids In School & Senior IDs issued	12

## Monthly Report I: Government Relations Report

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Legislative Update

**Date:** 4/22/2009

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Linda Watson and J. Marsh McLawhorn attended the American Public Transportation Association's Legislative Conference that was held in Washington D.C. March 8-10. Among their activities they had opportunities to meet with legislators and their staffs. On Monday, March 9, Ms. Watson and Mr. McLawhorn meet with Katie Platt, Legislative Assistant to Senator Bill Nelson and Spencer Wayne, Legislative Assistant to Senator Mel Martinez. On Tuesday, March 10, Ms. Watson and Mr. McLawhorn met with Congressmen Mica, Grayson and Congresswoman Brown as well as Congresswoman Kosmas' Chief of Staff Leslie Pollner. The topics of discussion centered around existing member's projects and to discuss the upcoming re-authorization.

### State

Senate Bill 1212, which is related to SunRail, passed its first hurdle on March 4 when it was heard by the Senate Transportation Committee. Many local supporters of SunRail went to Tallahassee express their support during the meeting. The bill passed in a 6 to 3 vote and was heard by the Senate Judiciary Committee on March 11 and passed.

Senate Bill 1212 is scheduled to be heard at the next meeting of the Senate Transportation and Economic Development Appropriations (TED) Committee on Wednesday, April 15, 2009, from 9:45 a.m. until 11:45 a.m., in Room 309 of the Capitol in Tallahassee.



# LYNX Board Agenda

## Federal

U.S. Secretary of Transportation Lahood announced the availability of \$100 million in federal funding under the American Recovery and Reinvestment Act, 2009 for the Transit Investments for Greenhouse Gas and Energy Reduction grant program.

Projects will compete for a portion of the funds on the basis of how much their proposed capital investment is expected to reduce either energy consumption or greenhouse gases, or both. Projects will be rated on their return on investment, readiness to implement, the capacity of the applicant, the degree of innovation, and their national applicability.

Transit agencies and other public organizations such as State Departments of Transportation can submit consolidated project proposals.

Secretary Lahood has established this grant program to establish the transit industry as a leader in reducing America's dependence on foreign oil, addressing global climate change and creating green jobs.

President Obama announced the nomination Peter M. Rogoff as FTA Administrator.

Peter M. Rogoff served for 22 years on the staff of the Senate Appropriations Committee, including 14 years as the Democratic Staff Director of its Transportation Subcommittee.

Peter is an acknowledged expert in the area of federal infrastructure budgeting and finance. He had an active role in the financing of each of the last three comprehensive surface transportation reauthorization bills dating back to the Intermodal Surface Transportation Efficiency Act of 1991.

With congressional action on the economic recovery bill completed, the focus now moves to development of implementing guidance by the Federal agencies and rapid expenditure of the funds and creation of jobs by state and local agencies. Congress continues to try to pass the FY'09 omnibus appropriations bill so that they can begin work on the FY'10 budget process.

On Friday, April 11, the House Transportation and Infrastructure Committee sent a letter to Members of the House regarding the transportation re-authorization bill process.

Members were informed to submit transportation re-authorization project requests to the committee between April 27 and May 8. While it was fully expected that the Transportation & Infrastructure Committee would work on re-authorization this year, It has surprised most everyone that the "ask" for project request is so soon.

We cannot miss this deadline. While the committee may not finish the bill this year, it is unlikely that they would re-open the request process again.

# LYNX Board Agenda

## Economic Recovery Bill (ARRA):

Both the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) published apportionment notices for the formula funds available under the ARRA bill. The publication of these apportionments starts the clock ticking on the 120 days (highways) and 180 days (transit) by which 50% of the funds must be obligated.

The FTA apportionments do not include the \$750M for the discretionary New Starts/Small Starts program or the \$100M for the transit agency energy efficiency grants. Decisions on how to divide up those funds will be made by US DOT Secretary LaHood at a later date.

The Democratic leadership of the House Transportation & Infrastructure (T&I) Committee sent letters to all governors, MPOs, transit agencies and airport officials alerting them that the Transportation & Infrastructure Committee “will closely oversee the implementation of the transportation and infrastructure provisions of the Recovery Act to ensure that the funds are invested quickly, efficiently, and in harmony with the jobs creating purposes of this Act.” The Committee requested a variety of certifications as well as transparency and accountability information which go beyond what is required by the ARRA.

The first of the information must be submitted to the Committee by April 4 and includes such specifics as detailed lists of all projects being funded, the purpose, total cost and rationale of each project, the number of direct jobs created or sustained and the number of estimated indirect jobs in the associated supplying industries. Chairman Oberstar also plans to hold a series of oversight hearings on ARRA implementation. Some state DOTs and MPOs have already raised concerns about the paperwork burden of such additional reporting requirements.

## FY’10 Budget Request:

Controversy continues to swirl over a provision included in the Administration’s outline of its FY’10 budget recommendations that would eliminate binding contract authority for highway, transit and aviation programs that are funded with Trust Fund dollars. The Administration proposes to “score” these programs as discretionary funding, making them subject to annual appropriations. This would make long term planning and multi-year project commitments very difficult, if not impossible, and has serious repercussions for SAFETEA-LU reauthorization. In an unusual move, the chairman and ranking Republican of all four House and Senate authorizing committees joined together to write to both the President and the chairs of the House and Senate Budget Committees strongly protesting the recommendation. In addition, the Transportation Construction Coalition (TCC), a major industry coalition, wrote similar letters in opposition.

Meanwhile, the various House appropriations subcommittees are in the process of requesting project earmarks from individual members of Congress. While the House leadership has indicated that they plan to significantly reduce the number of project earmarks in the FY’10 bill, there will be some number of earmarks in the bills. Project sponsors should be in contact with their member of Congress immediately if they wish to pursue an earmark. The House deadline for Members to get their requests to the full Appropriations Committee is no later than April 3. Some subcommittees and individual members have earlier deadlines.



Monthly Report J: Employee Travel Report

**To:** LYNX Board Of Directors

**From:** Linda Watson  
 CHIEF EXECUTIVE OFFICER  
 Blanche Sherman  
 (Technical Contact)  
 Deborah Henderson  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel Report – April 2009

**Date:** 4/22/2009

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
Douglas Smith Operations	Tampa, FL	ISC/ISL CM850 HPCR Engine Overhaul training at Cummins Technical Training Center	03/31/09 – 04/02/09	1,057	1,057
Jerry Jenkins Operations	Tampa, FL	ISC/ISL CM850 HPCR Engine Overhaul training at Cummins Technical Training Center	03/31/09 – 04/02/09	1,057	1,057
Antonio Pimpinella Operations	Tampa, FL	Attend Introduction to Transit Planning at CUTR - USF	03/29/09 – 04/02/09	680	680
Michael Knispel Operations	Tampa, FL	Attend Introduction to Transit Planning at CUTR - USF	03/29/09 – 04/02/09	680	680
William Zielonka Operations	Annapolis, MD	Travel to attend meeting with John Hopkins Univ. to review future training classes	04/06/09 – 04/07/09	0	0



# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
William Hearndon Operations	Tallahassee, FL	TD Commission Quarterly Meeting and TD day at the Capitol	04/14/09 – 04/16/09	358	358
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>3,832</b>	<b>3,832</b>

Monthly Report K: Employee Travel Report

**To:** LYNX Board of Directors

**From:** **Linda Watson**  
 CHIEF EXECUTIVE OFFICER  
**Blanche Sherman**  
 (Technical Contact)  
**Deborah Henderson**  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel Report – March 2009

**Date:** 4/22/2009

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
Linda Watson Executive	Washington, DC	Attend Transportation Review Board National Coop. Highway Research Program Panel 20-83(02) Framework for advance adoption of new technologies to improve system performance. As a panel member, all expenses are paid by TRB/NCHRP.	03/01/09 – 03/04/09	0	0
J. Marsh McLawhorn Govt. Relations	Tallahassee, FL	Senate Transportation Committee and Transportation Authority Monitoring & Oversight meetings	03/03/09 – 03/05/09	458	458
Linda Watson Executive	Gainesville, FL	Attend External Advisory Board (EAB) for the UF CMS for Congestion Mitigation. All expense paid by CMS.	03/05/09 – 03/06/09	0	0

# LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
Linda Watson Executive	Washington, DC	American Public Transportation Association (APTA) Legislative Conference & Congressional meetings	03/08/09 – 03/11/09	2,159	2,159
J. Marsh McLawhorn Govt. Relations	Washington, DC	American Public Transportation Association (APTA) Legislative Conference & Congressional meetings	03/08/09 – 03/11/09	1,949	1,949
William Hearndon Operations	Clewiston, FL	Attend Commission for Transportation Disadvantaged training session on Medicaid NET service Contract Review. Overview of Operations Contract Req., Encounter Data Reporting/Invoicing Grievance Procedures Quality Improvement	03/10/09	55	55
Linda Maxwell Finance	Houston, TX	Attend APTA Fare Collection Workshop for education on Smart Card technology integration for inter-modal systems for efficient use of resources for fare collection among transit modes	03/15/09 – 03/18/09	1,478	0
Rich Bannon Procurement	Atlanta, GA	FTA Procurement System Review workshop as a follow-up to the PSR recently performed by the FTA	03/25/09	499	499
David Burnett Operations	Daytona Bch, FL	Attend vendor demo of electronic pre-trip calculator at VOTRAN	03/25/09 – 03/26/09	0	0
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>6,598</b>	<b>5,120</b>



# LYNX Board Agenda

## Action Agenda Item #12.A

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Lisa Darnall  
(Technical Contact)  
Mike May  
(Technical Contact)  
Bert Francis  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Approve Contract with Amalgamated Transit Union 1749

**Date:** 4/22/2009

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into the Amalgamated Transit Union 1749 Contract for fiscal years 2009 thru 2011 (October 1 – September 30).

### **BACKGROUND:**

In 2002, employees who were classified as supervisors within the Operations Department unionized, thusly forming the Amalgamated Transit Union (ATU) Local #1749. The unionization established a three-year collective bargaining agreement that has been re-negotiated twice since its inception. The Union represents fourteen (14) Maintenance Supervisors and thirty-five (35) Transportation Supervisors.

On March 1, 2008, Management notified ATU Local #1749 of its intent to commence negotiations preparing for the expiration of the existing agreement on September 30, 2008. The notification letter suggested that negotiations should begin on or about April 1, 2008 to ensure timely negotiations and adoption by the LYNX Board of Directors prior to September 30<sup>th</sup>.

The first meeting was held on September 30, 2008 with the negotiating team consisting of the following:

# LYNX Board Agenda

## Management

David Burnett, Deputy Chief of Operations (Transportation)  
Joe Cheney, Deputy Chief of Operations (Maintenance)  
Desna Hunte, Manager of Compliance (HR)

## Union

Gary Rauhen International Representative  
Scott Penvose, Maintenance Supervisor, Union President  
Jayne Walker, Transportation Supervisor  
Edward Almenas, Maintenance Supervisor

After the first meeting, September 30, 2008 negotiations were discontinued since the Union wanted to determine how budget discussions between LYNX and its funding partners would go. It was suggested that discussions related to articles other than wages could continue; however, the Union determined that it would be best to discuss all articles once LYNX knew where it stood financially.

Negotiations resumed on October 21, 2008. Effective October 1, 2008, LYNX Management and ATU Local #1749 reached a tentative agreement on March 10, 2009; which subsequently resulted in a vote being held by Local #1749 on April 2, 2009, ratifying the agreement. Of the total thirty-three (33) members voting, twenty-nine (29) voted in favor of the contract and four (4) opposed.

For the most part, much of the agreement remained the same with some clarification of language in articles. The two major changes included wage increase by 2% for Fiscal Year 2009 only; which is consistent with administrative employees during that same period. There will be a wage re-opener in the subsequent years. And, each party may bring one item to the table each subsequent year for additional bargaining.

An overview of the negotiated items are outlined below.

<b>Article</b>	<b>Current</b>	<b>Ratified Agreement</b>
1-8		No change
9	A labor-management committee, consisting of up to two (2) representatives from the union and up to two (2) representatives of management shall meet quarterly to discuss any and all issues concerning contract disputes or disagreements, as well as working conditions.	(Words added at the end of the paragraph) "In the event the Union or the Authority do not have any outstanding issues the Labor/Management Committee may be cancelled by mutual consent of both parties."
10	All bargaining unit members shall maintain a current and valid CDL and D.O.T. card. LYNX will pay for the	(A sentence added to the first paragraph and then two complete paragraphs added at the end) First

# LYNX Board Agenda

	<p>license fee for the CDL only. When the Authority learns an employee does not possess a current and valid CDL or D.O.T. card, she will be given 72 hours to obtain the card. Loss of the CDL license, failure to obtain a D.O.T. card, or failure to notify Management immediately upon the loss of the CDL license or the D.O.T. card shall be grounds for termination.</p>	<p>paragraph sentence, “Maintaining a DOT Certificate is a condition of employment.”</p> <p>Second paragraph, “In the event a Supervisor is unable to secure a DOT Certificate they may be reassigned to another position at the discretion of the Authority if another position is open and available. The Authority retains sole discretion in determining where the employee may be reassigned or if they are to be reassigned.”</p> <p>Third paragraph, “Maintenance employees may, at the sole discretion of the Authority, be given special accommodation with regard to the CDL and DOT Medical Card requirements in their present position if they have complied with notification requirements for a change in status with their CDL and DOT Medical Card. Decisions to provide or not to provide accommodations are not subject to the grievance process.”</p>
11-12		No Changes
13	<p>13.1 TRANSPORTATION SUPERVISORS</p> <p>Effective the first full pay period in October 2005 after LYNX’ Board of Directors approves the Agreement; the following pay increases will take place:</p> <p>Employees currently receiving a pay rate of less than \$19.60 per hour will receive \$19.60 per hour or three percent (3%), whichever is greater.</p>	<p>Starting pay for Transportation Supervisors is raised to \$21.2058. This is a two percent (2%) pay raise over the previous pay, \$20.79. All other Transportation Supervisors will receive a two percent (2%) pay raise.</p> <p>All Maintenance Supervisors will receive a two percent (2%) pay raise.</p> <p>In years two (2) and three (3) a wage opener will occur.</p>



	<p>All new hire employees will receive a base rate of \$19.60 per hour. All other employees will receive a three percent (3%) increase.</p> <p>Effective the first full pay period in October 2006, employees will receive a three percent (3%) increase above their then-current rate. Additionally, the base rate will increase by (3%) percent.</p> <p>Effective the first full pay period in October 2007, employees will receive a three percent (3%) increase above their then-current rate. Additionally, the base rate will increase by (3%) percent.</p> <p>13.2 MAINTENANCE SUPERVISORS</p> <p>Effective the first full pay period in October 2005 after LYNX' Board of Directors approves the Agreement; the following pay increases will take place:</p> <p>All employees will receive a three percent (3%) increase.</p> <p>Effective the first full pay period in October 2006, employees will receive a three percent (3%) increase above their then-current rate.</p> <p>Effective the first full pay period in October 2007,</p>	
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# LYNX Board Agenda

	<p>employees will receive a three percent (3%) increase above their then-current rate.</p> <p>13.3 MINIMUM AND MAXIMUM HOURLY RATES</p> <p>LYNX reserves the right to set the minimum or starting salary for new supervisors. During the term of this Agreement, the maximum hourly rate for Transportation Supervisors will be \$23.00 per hour, and the maximum hourly rate for Maintenance Supervisors will be \$25.00 per hour. Any employee who has achieved the maximum hourly rate will receive longevity pay in accordance with the Administrative Rules and Policies.</p> <p>13.4 VEHICLE MAINTENANCE NIGHT DIFFERENTIAL</p> <p>Vehicle Maintenance Supervisors who work the third shift or the current PM shift (7:00 p.m. to 3:30 a.m.) shall receive a \$ .50 per hour night differential. No differential paid under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.</p>	
14		No Changes
15	<p>Holiday pay will be eight (8) or ten (10) hours, as appropriate, at a straight time hourly rate and will not count as hours worked.</p>	<p>(a fifth (5<sup>th</sup>) paragraph was added)          "If a holiday falls during your vacation week or at a time when you are off sick, your week's pay will</p>

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	<p>When an employee's regularly scheduled workday is on a holiday and the employee works, he will receive eight (8) or ten (10) hours, as appropriate, of holiday pay and the hours worked will be paid at time and one half. The holiday will not be eligible to be used as a floater. If the employee elects to float the holiday, the hours worked on the day of the holiday will be paid at straight time.</p> <p>If the employee does not work on the holiday, the holiday will be paid as straight time. In the event the holiday falls on the employee's regularly scheduled day off, the employee can elect to be paid for the holiday or use as a floater.</p> <p>Maintenance supervisors scheduled to work on the day of the holiday will work unless they submit a request for the time off or a request to float the holiday, which must be approved by management.</p>	<p>include one (1) day of holiday pay. You may float the vacation day to be used later in the year or it may be rolled over into the next year."</p>
16-19		No Changes
20	<p>This Agreement is effective upon the first full pay period following ratification by the employees and approval by LYNX's Board of Directors. This Agreement shall thereafter continue in full force and effect through midnight on the thirtieth (30th) day of September 2008, when it shall terminate. If either party desires to negotiate a new Agreement, it shall provide written notice to the other party 120 calendar days before the contract termination date.</p> <p>The Union and LYNX do not agree to re-open any Article of the Agreement, except as required by law.</p> <p>This Agreement shall not be amended or modified without prior written agreement by the Union and LYNX.</p>	<p>(Language added), "It is agreed that in year two (2) and year three (3) of the Labor Agreement in addition to Article 13, wages, the Union and the Authority will be allowed to renegotiate one (1) Article each for a total of not more than three (3) Articles to be negotiated."</p>



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## **FISCAL IMPACT:**

The annual increased cost of the ratified contract will be approximately \$44,000 excluding fringe and overtime.