

LYNX Board Agenda

Board Date: 9/22/2005

Time: 1:00 PM

[View The Summary Report](#)

[View the Audit Committee Agenda Report](#)

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

1. Call to Order & Pledge of Allegiance















2. Approval of Minutes

- Approval of the August 25, 2005 Board Meeting Minutes (pg. 4-6)




3. Public Comments

4. Executive Director's Report

5. Consent Agenda

- A.  Authorization to Issue an RFP for Federal Lobbying Services (pg. 7-8)
- B.  Authorization to Write-off Assets as of September 30, 2004 Physical Inventory Count and Reconciliation. (pg. 9-9)
- C.  Authorization to Enter into the FY2005-2006 Service Funding Agreements with the Regional Funding Partners. (pg. 10-66)
- Attachment        
- D.  Authorization to purchase nine vans for the LYNX Vanpool Program. (pg. 67-68)
- E.  Authorization to Execute the revised Contract for Paratransit Carrier Services, incorporating all previous amendments and negotiated changes. (pg. 69-70)
- F.  Authorization to Award a Contract to Transit Resource Center for a Fleet Maintenance Audit. (pg. 71-72)

6. Action Agenda

- G.  Adoption of the FY05-06 Operating and Capital Budget (pg. 73-88)
- Attachment  

7. Work Session

- H.  Transportation Benefit Program Update (pg. 89-89)
















8. Other Business

- Election of Board Officers
-

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).

Information Items (For Review Purposes Only - No action required)

- I.  July Ridership Report (pg. 90-95)
- Attachment  
- J.  Monthly Financial Reports (pg. 96-100)
- Attachment   
- K.  Procurement Activities (pg. 101-102)
- L.  Marketing Report (pg. 103-106)
- M.  Planning Report (pg. 107-109)
- N.  Paratransit Operations Report (pg. 110-111)
- Attachment 
- O.  LYNX Central Station and new LYNX Operations Center Update (pg. 112-114)
- P.  Employee Travel from late August through September (pg. 115-116)
- Q.  Rail Progress Reports for August 2005 (pg. 117-122)

- R.  Federal Lobbyist's Activity Report for August 2005 (pg. 123-123)

LYNX
Central Florida Regional Transportation Authority
Board of Directors Monthly Meeting

DATE: August 25, 2005

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

TIME: 1:30 p.m.

MEMBERS IN ATTENDANCE:

Osceola County Commissioner, Atlee Mercer, Chair
Seminole County Chairman, Carlton Henley, V. Chair
Orange County Mayor, Richard T. Crotty
FDOT Secretary District 5, George Gilhooley

ABSENT:

City of Orlando Mayor, Buddy Dyer

1. Call to Order and Pledge of Allegiance

LYNX Chairman Atlee Mercer called the meeting to order at 1:30 p.m., and Mayor Crotty led the Pledge of Allegiance.

2. Approval of Minutes

LYNX Vice Chair Carlton Henley moved to approve the minutes of the July 28, 2005 Board meeting, Mayor Richard Crotty seconded, and the motion passed unanimously.

3. Recognition

Sylvia Mendez, Chief Administrative Officer, called on Desna Hunte, Manager of Human Resources, who presented service awards for twenty-years of service to John Polk and Jesus Yaber; a thirty-years of service award to James Sasser; and a twenty years of service award to Glenn Mallroy.

4. Public Comments

Chuck Graham, LYNX rider, expressed that he would still like to see advertising implemented on MV vans to supplement ADA costs, and advised that riders are leaving the system due to increased costs. He also commented that he felt the articulated bus and mini-buses were great.

Commissioner Mercer remarked that the NABI bus demonstration would take place after the Board meeting in the terminal.

5. Executive Director Report

Linda Watson, Chief Executive Officer, presented an update on the following items: 1) Five employee focus groups had been held to obtain feedback from employees on how to make improvements within the agency, four major areas were identified for improvement – safety, communication, respect and recognition. Six follow-up town hall meetings with employees were

held in which key issues were summarized from the focus groups; the employee promise was unveiled and focus was placed on the six core values; 2) Staff will work with local governments on road improvement plans to address bus pull-out lanes to see if they can be incorporated into the projects; 3) 29' buses are here and ready for service; 4) New radios are being installed on all buses with a completion date at the end of September; 5) LYNX will hold a Transit Security Forum on 8/31/05 to discuss security with other similar groups and develop a consistent method of handling security issues; 6) Staff met with the dialysis centers to discuss emergency preparedness & cost of service; 7) FDOT chose three LYNX projects for funding – Lake County Express, Extension of Link 55 in Lake County, and Alafaya Trail Circulator Service in Orange County; 8) Based on public comments at a previous board meeting, a 10% discount is being offered on prepaid tickets that will save money for paratransit riders; 9) ADA and Medicaid paratransit trip requests can be done on line at www.golynx.com; 10) The City of Kissimmee approved the use of their Community Development Block Grant funds to subsidize the WAGES program for the residents of the City of Kissimmee; 11) LYNX was recognized by The Orlando Housing Authority for partnering in the WAGES program; 12) The Client Services contract defaulted and ads were pulled; as a result, new policies and procedures have been implemented prior to initiating advertising contracts. New advertising contracts have been secured for more than \$115,000; 13) The Apopka Super Stop “cement pouring” took place August 9th with Mayor Land and Commissioner Sindler in attendance; 14) Preparation was made for Hurricane Katrina – fuel tanks were topped off and generators tested.

6. Consent Agenda

- A. Resolution Authorizing the Appointment of Albert Frances II as Trustee on the Central Florida Regional Transportation Authority Money Purchase Plan
- B. Adoption of Resolution to Appoint Albert Francis II as Trustee of the ATU Defined Benefit Plan as a Replacement for Brian Anderson.
- C. Confirmation of the Appointment of Albert Francis II as Chief Financial Officer and Peggy Gies as Chief Marketing Officer.
- D. Approval of LYNX' Disadvantaged Business Enterprise Goal for Fiscal Year 2005/2006
- E. Award of Contract for the Consultant Team Program – General Administrative Consultant Services TSP 05-037
- F. Award of Contract for Auditing Services
- G. Authorization to enter into an Interlocal Funding Agreement with the City of Altamonte Springs for the FlexBus Design and Engineering
- H. Approval of Labor Contract between LYNX and Amalgamated Transit Union 1749 for Maintenance and Transportation Supervisors
- I. Award of Contract for the Consultant Team Program – General Consultant Services Contract #PBSJ 05-003 to PBS&J, Contract #HDR 05-003 to HDR Engineering, Inc., and Contract #DTS 05-003 to Data Transfer Solutions
- J. Authorization to Award a Contract to SEON for the Purchase of Digital Surveillance Cameras for Existing Revenue Vehicles

Consent Items 6E and 6F were pulled from the agenda for discussion. **Motion:** Mayor Crotty moved to approve all Consent Items minus 6E and 6F, George Gilhooley seconded and the motion passed unanimously.

Discussion took place about awarding a contract to a firm outside of Florida. **Motion:** LYNX Vice Chair Carlton Henley moved to approve Consent Item 6E, Mayor Crotty seconded, and the motion passed unanimously.

Additional information was provided on Consent Item 6F. **Motion:** LYNX Chairman Atlee Mercer moved to approve, LYNX Vice Chair Carlton Henley seconded, and the motion passed unanimously.

7. Work Session

K. **Transportation Regional Incentive Program (TRIP)** – Ms. Lennon Moore, FDOT, presented information on the 2005 Growth Management Legislation. She provided an overview of non-recurring funding from general revenue and recurring funds from Documentary Stamps, outlined transportation programs such as New Starts, TRIP, Small Outreach Program and Strategic Intermodal System. She also provided information on the distribution of additional state revenues, additional dollars available for programming, Transportation Regional Incentive Program Eligible Partners, and the Transportation Regional Incentive Program Regional Transportation Plans.

L. **LYNX Coordination with the Florida Department of Transportation's iFlorida Projects** Doug Jamison, Project Manager, Planning Division, presented an overview, explaining the purpose of the project, which is to demonstrate the wide variety of operational functions that are enabled or enhanced with a Surface Transportation Security and Reliability System. He provided a list of participating partners as well as a list of projects. The projects included Microloops, AVI readers, license plate readers, CCTV, and Fiber infrastructure. He also highlighted the Reporting System software that supports dissemination of transportation system-related conditions information to 511, and explained how data is consolidated as well as benefits derived from the program.

8. **Other Business** – The Board made the decision to move the time of the Board meetings up to 1:00 p.m. instead of 1:30 p.m. for future meetings.

9.m **TRIP Funding and SIB Loan Application** (this item was added to the agenda and provided to the Board at the meeting) – The Board was asked to authorize the Chief Executive Officer or her designee to apply for State Infrastructure Bank funds as the 50% match for TRIP funds. The amount could be up to but no more than \$16,500,000, depending on the amount of TRIP funds approved for LYNX. This would allow LYNX to pursue state money that could result in replacing 100 buses over a two-year period. It was noted that submittal of the application for the SIB loan did not bind LYNX to accept the loan, and that the deadline to apply for the loan is prior to the next LYNX Board meeting.

Motion: Chairman Mercer moved that the Board should provide authority for the Chief Executive Officer to apply for a SIB loan, not to exceed \$16.5M. Mayor Crotty seconded, and the motion passed unanimously.

Meeting adjourned at 2:27 p.m.

Consent Agenda Item #5.A

To: LYNX Board Of Directors

From: **Linda Watson**
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)
Fatima Calkins
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Authorization to Issue an RFP for Federal Lobbying Services

Date: 9/22/2005

ACTION REQUESTED:

Authorization to issue a Request for Proposal (RFP) for federal lobbying services covering a two-year base period with three one-year options and, at the Board's option, nominate a member of the Board to serve on the Source Evaluation Committee for this solicitation.

BACKGROUND:

On May 17, 2000, a coalition was formed consisting of Orange County, the City of Orlando, Orlando-Orange County Expressway Authority, the Greater Orlando Aviation Authority and LYNX. The coalition contracted with Richard L. Spees of Akerman Senterfitt to perform federal lobbying services. In October 2004, the coalition did not continue participating in the contract and LYNX assumed the contract for lobbying services on its own. This lobbying contract expires on November 30, 2005.

Staff believes it is desirable to continue to contract for federal lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly or indirectly. These services also include any appropriate legislative or pre-legislative session committee meetings, hearings and conferences and the preparation of requests for funding for various transportation projects to the U.S. Department of Transportation, Federal Transportation Authority, the U.S. Congress and other appropriate governmental agencies.

PROJECTED SOLICITATION SCHEDULE:

Issuance of Request for Proposal

September 2005

LYNX Board Agenda

Due Date for Proposals
Board Approval and Contract Award

October 2005
December 2005

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

RFP EVALUATION:

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

- LYNX Board Member (at the Board's discretion)
- LYNX CEO
- LYNX Chief of Governmental Affairs
- LYNX Chief Financial Officer
- LYNX Chief of Staff

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

SELECTION – CRITERIA:

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications	40
Experience	25
Technical Approach	20
<u>Fee Proposal</u>	<u>15</u>
TOTAL	100

ORAL PRESENTATIONS:

The Procurement Committee will score each proposal on a numerical scale. The top 2 to 5 proposers may then be requested to make oral presentations in Orlando at LYNX Central Station.

FISCAL IMPACT:

The cost of federal lobbying services has been included in the FY06 budget, covering the first year of service for this contract.

Consent Agenda Item #5.B

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Authorization to Write-off Assets as of September 30, 2004 Physical Inventory Count and Reconciliation.

Date: 9/22/2005

ACTION REQUESTED

Authorization to write-off tangible fixed assets with a book value in the amount of \$ 3,139. As a result of the September 30, 2004 physical fixed asset inventory count and reconciliation, these assets include office equipment, furniture and fixtures determined to be obsolete and no longer useful, garage and shop equipment that was damaged, computer equipment previously sold at an auction, and other items considered as not found.

BACKGROUND

In accordance with Federal Transit Administration Circular 5010.1C Chapter II, 3.e., LYNX must take a physical inventory of its equipment and reconcile the results to the financial records at least once every two years. As instructed by the LYNX Board, LYNX performs an annual physical inventory at the end of each fiscal year. The results of the September 30, 2004 physical inventory count are as indicated above. The assets considered not found were thoroughly investigated and will be properly documented in LYNX's financial records. According to the financial records, the following is the description, acquisition value, and net book value of the assets requested for write-off:

Capital Assets	Acquisition Value	Net Book Value
Office Equipment	\$ 7,291	\$ 287
Computer Equipment	199,874	125
Garage and Shop Equipment	37,516	2,596
Office Furniture and Fixtures	5,633	132
Building and Shelters	9,633	-
Total	\$ 259,646	\$ 3,139

FISCAL IMPACT

The fiscal impact will be considered a loss of disposal of assets in the amount of \$ 3,139, which is the net book value of the assets being written-off.

Consent Agenda Item #5.C

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Authorization to Enter into the FY2005-2006 Service Funding Agreements with the Regional Funding Partners.

Date: September 22, 2005

ACTION REQUESTED

Authorization for the Chief Executive Officer to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2005-2006 Budget:

Orange County	\$27,278,396
Osceola County	\$ 4,111,900
Seminole County	\$ 3,806,677
City of Orlando	\$ 4,268,545 *
City of Altamonte Springs	\$ 262,618
City of Sanford	\$ 209,501
City of Kissimmee	\$ 420,000
City of St. Cloud	\$ 131,496

*City of Orlando LYMMO Services is not included and is under a separate agreement.

BACKGROUND

The Counties of Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, Kissimmee, St. Cloud, and Sanford (hereinafter the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic levels of service, transit operations, and customer demand considerations. The Regional Funding Partners will provide funding to LYNX for fiscal year 2005-2006 as follows:

FY2006 Local Funding						
	<u>Financial Assistance</u>	<u>ADA Contribution</u>	<u>\$2 Capital Maintenance Fee</u>	<u>Medicaid Assistance</u>	<u>Capital Swap Funding</u>	<u>Total Funding</u>
Orange County	\$ 23,102,681	\$ 3,621,747	\$ -	\$ 553,968	\$ -	\$ 27,278,396
Osceola County	3,317,094	451,865	190,745	152,196	-	4,111,900
Seminole County	2,444,782	599,327	168,038	194,530	400,000	3,806,677
City of Orlando	4,268,545	-	-	-	-	4,268,545
City of Altamonte Springs	130,000	132,618	-	-	-	262,618
City of Sanford	100,000	109,501	-	-	-	209,501
City of Kissimmee	257,055	162,945	-	-	-	420,000
City of St. Cloud	91,991	39,505	-	-	-	131,496
	<u>\$ 33,712,148</u>	<u>\$ 5,117,508</u>	<u>\$ 358,783</u>	<u>\$ 900,694</u>	<u>\$ 400,000</u>	<u>\$ 40,489,133</u>

The services and enhancements, which will be made, as approved in this agreement are in conformance with the LYNX Transportation Development Program (TDP).

A copy of the service funding agreements that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2005-2006 is attached as follows:

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ST. CLOUD AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between CITY OF ST. CLOUD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the City and LYNX agree as follows:

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2005, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)
 3. Combination of Routes
 4. Addition of Evening Service
 5. Addition of Weekend Service
 6. Other Route Scheduling Changes
 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The City agrees to appropriate **\$131,496** to LYNX for fiscal year 2005-2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2005-2006 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2005.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions, which any party shall be required or shall desire to make or give under this Agreement, shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

City City of St. Cloud
 1300 9th Street
 St. Cloud, FL 34769
 Attention: Glen Sangiovanni

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
445 W. Amelia Street, Suite 800
Orlando, FL 32801-1128
Attention: Bert J. Francis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ST. CLOUD, FLORIDA

By: _____
Mayor, Glenn Sangiovanni

Date: _____

ATTEST:

City Clerk, Lori L. McCorkle

STATE OF FLORIDA
COUNTY OF OSCEOLA

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by me
to be Mayor _____ and City Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005,

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of St. Cloud,
Florida, only.

City Attorney, Daniel F. Mantzaris
Orlando, Florida
_____, 2005

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ALTAMONTE SPRINGS AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “Local Government Comprehensive Planning and Land Development Regulation Act”), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the City and LYNX agree as follows:

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIREMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quarterly basis commencing on February 1, 2005 a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)

3. Combination of Routes
4. Addition of Evening Service
5. Addition of Weekend Service
6. Other Route Scheduling Changes
7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and reports shall be submitted to the persons identified in Paragraph 10 herein within thirty-days (30) days from the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The City agrees to pay **\$262,618** to LYNX for Fiscal Year 2005 - 2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2005 -2006 Budget shall be paid in advance of quarter of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2005. All payments are subject to appropriation.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Seminole County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

City: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Phillip D. Penland, City Manager

with a copy to:

City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Franklin W. Martz, II, Director
Community Redevelopment Agency & Planning
Services

LYNX: Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Bert J. Francis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

13. ADDITIONAL PROVISIONS

- a. The Central Florida Regional Transportation Authority d/b/a LYNX is a public entity. As such, it is self-insured for property damage, bodily injury liability, and vehicle collision damage resulting from operations of its fleet of mass transit and private passenger vehicles pursuant to 627.73(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under a Special Perils policy. As a public entity, LYNX is not subject to the Financial Responsibility Laws pursuant to Chapter 324, F.S., the PIP/No-Fault Laws per Section 627.736, F.S., nor is LYNX required to provide Medical Payments or Uninsured Motorist coverage, and its liability is limited by Section 768.28, F.S. to \$100,000.00 per person, \$200,000.00 per incident.
- b. If permitted by law, LYNX shall indemnify and hold harmless the City from and against all claims, demands, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal) related to the services provided by LYNX to the City under this Agreement, and which are the subject of the City's payment to LYNX under this Agreement.
- c. LYNX shall notify the City, in accordance with the notice requirements of Section 10 hereof, should there be any changes to LYNX's commitments, policies or coverage set forth in section 13.a hereof.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

Approved by General Counsel

Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, Chief Executive Officer and _____, Assistant Secretary, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ALTAMONTE SPRINGS

By: _____

Russel Hauck, Mayor

City of Altamonte Springs

ATTEST:

Pat Wainright, City Clerk

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of Altamonte
Springs, Florida, only

James A. "Skip" Fowler, City Attorney

_____, 2005

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by me
to be Mayor _____ and City Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005,

Name:
Notary Public:
Serial Number:
Commission Expires:

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ORLANDO AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF ORLANDO, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the City and LYNX agree as follows:

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2005, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)
 3. Combination of Routes
 4. Addition of Evening Service
 5. Addition of Weekend Service
 6. Other Route Scheduling Changes
 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Bureau after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the Management Letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The City agrees to appropriate **\$4,268,545** to Lynx for fiscal Year 2005-2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2005-2006 Budget shall be paid in advance of month of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's Transportation Planning Bureau Chief of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2005.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
 - c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

City: Transportation Planning Bureau
 City of Orlando
 400 South Orange Avenue, P.O. Box 44990
 Orlando, FL 44990
 Attention: Roger Neiswender

LYNX: Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Bert J. Francis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Orange County, Florida, or such other public official responsible under general or special law for the public records of Orange County, Florida, in accordance with Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by Linda S. Watson, Chief Executive Officer and Carol L. Frahn, Assistant Secretary, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ORLANDO, FLORIDA

By: _____
Mayor, Buddy Dyer

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the
_____,
Florida, only

City Attorney
Orlando, Florida
_____, 2005

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by me
to be Mayor _____ and City Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005,

Name:
Notary Public:
Serial Number:

Commission Expires:

ORL1 #744411 v2

**SERVICE FUNDING AGREEMENT
BETWEEN OSCEOLA COUNTY AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between OSCEOLA COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the County and LYNX agree as follows:

1. RECITALS. The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement as indicated in Paragraph 3 a. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one type of service (link) to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than

the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2006 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - i. Addition of Route(s)
 - ii. Elimination of Route(s)
 - iii. Combination of Routes
 - iv. Addition of Evening Service
 - v. Addition of Weekend Service
 - vi. Other Route Scheduling Changes
 - vii. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the County's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The County agrees to appropriate **\$4,111,900** to LYNX for Fiscal Year 2005-2006 as follows:

Link 04	301,524
Link 10	282,096
Link 12	406,792
Link 18	173,958
Link 26	366,924
Link 55	1,052,265
Link 56	611,665
Link 57	121,870
Medicaid	152,196
ADA	451,865
Capital	190,745

The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2005-2006 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2005.

- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the County and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

County Osceola County
 Board of County Commissions
 1 Court House Square, Suite 1400
 Kissimmee, Florida 34741
 Attention: Edwin J. Hunzeker

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801
 Attention: Bert J. Francis, Chief Executive Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the County shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

OSCEOLA COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Osceola County Chairman

Date: _____

ATTEST: _____

As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF OSCEOLA

PERSONALLY APPEARED before me, the undersigned authority, _____ and _____, well known to me and known by me to be Chairman _____ and County Clerk, respectively, _____, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of _____ as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005,

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the Osceola County,
Florida, only.

City Attorney
Osceola County, Florida

_____, 2005

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF KISSIMMEE AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the City and LYNX agree as follows:

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2005, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)
 3. Combination of Routes
 4. Addition of Evening Service
 5. Addition of Weekend Service
 6. Other Route Scheduling Changes
 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The City agrees to appropriate **\$420,000** to LYNX for fiscal year 2005-2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2005-2006 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2005.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions, which any party shall be required or shall desire to make or give under this Agreement, shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

City City of Kissimmee
 101 N. Church Street
 Kissimmee, FL 34741
 Attention: Linda Goodwin-Nichols

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Bert J. Fancis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor, Linda Goodwin-Nichols

Date: _____

ATTEST:

City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF OSCEOLA

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by me
to be Mayor _____ and City Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005.

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the _____,
Florida, only.

City Attorney
Kissimmee, Florida

_____, 2005

**SERVICE FUNDING AGREEMENT
BETWEEN ORANGE COUNTY AND LYNX
FOR FISCAL YEAR 2005-2006
October 1, 2005 – September 30, 2006**

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (hereinafter the “County”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “Local Government Comprehensive Planning and Land Development Regulation Act”), provides *inter alia* that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the County, on July 1, 1991, adopted a Comprehensive Policy Plan (“CPP”) which calls for specific level of service improvements in public transportation; and

WHEREAS, the County recognizes the need to provide public transportation services in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX provides mass transit services within the limits of the County and contributes to the development and support of the CPP; and

WHEREAS, the County has budgeted funds for fiscal year **2005-2006** to support LYNX public transportation services; and

WHEREAS, the County recognizes the need to maintain transit services; and

WHEREAS, this Agreement provides for the development, funding, and implementation of public transportation service improvements to maintain existing service; and

WHEREAS, at present, LYNX and the County acknowledge that the funds provided by the County to LYNX are used as the County’s support of the regional public transportation system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the County and LYNX agree as follows:

1. **RECITALS.** The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **DEFINITIONS.** As used in this Agreement the words and terms hereinafter set forth shall have the meaning hereinafter as ascribed to them.

“Deadhead” – Vehicle miles and hours of operation incurred in non-revenue service in support of revenue service (i.e. miles and hours from the garage to the beginning of a route).

“Fixed-Route” – Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand response. Includes route deviation service, where revenue vehicles deviate from fixed route on a discretionary basis.

“Operating Expense (Cost)” – The expenses associated with the operation of the transit agency, and classified by function or activity and the goods and services purchased. It is the sum of “Vehicle Operations”, “Vehicle Maintenance”, “Non-Vehicle Maintenance”, and “General Administration”.

“Passenger Fares” – The revenue earned from carrying passengers in regularly scheduled service. Passenger fares include the base fare, zone premiums, express service premiums, extra cost transfers and quantity purchased discounts (weekly, monthly, student, senior, etc. passes) applicable to the passenger’s ride.

“Passenger Trips” – (Unlinked Passenger Trips) - The number of fare-paying transit passengers with each person counted once per boarding.

“Public Transportation” – Transportation by bus, van or other conveyance providing to the general public or special service including ADA services on a regular and continuing basis. Also known as “Mass Transit” and “Transit”. “Public Transportation” for purposes of this Agreement shall not include light rail.

“Revenue Hours” – The hours a vehicle travels while in revenue service, excluding Deadhead hours.

“Revenue Miles” – The miles a vehicle travels while in revenue service, excluding Deadhead miles.

“Revenue Service” – The portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

3. **LYNX REPORTING REQUIREMENTS.** As information for the purposes of operations and management analysis, LYNX agrees to provide the County on a quarterly basis commencing on February 14, 2006, a written performance report reflecting the operations of the

prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in Orange County.
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Access LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance Report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current contemporaneous versions of the LYNX Regional Model. This model is used by LYNX to apportion cost based on fixed route hours and ADA client trips.
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
 1. Any other information the County reasonably requests
- k. Total training and travel expenditures for each LYNX board member and employee for the preceding three-month period. Information should include training event name, attendee name(s), and date(s) of travel and or training, event location, and total expenses of each trip.

Quarterly reporting periods shall end on, December 31, March 31, June 30 and September 30 and said reports shall be submitted to the County’s Office of Management and Budget and Public Works Department within forty five days after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

4. **LYNX DUTIES.**

a. The parties agree that future service and budget proposals for service in the County will be developed by LYNX and the County.

b. LYNX shall receive written permission from the County Administrator (or his designee) prior to implementing any of the following changes which result in an increase or reduction of fixed route bus service hours, **as defined in the Definitions section**, of more or less than two percent "2%" of said annual service hours operated in Orange County. Such approval shall not be unreasonably withheld or delayed.

1. Addition of Route(s)
2. Elimination of Route(s)
3. Combination of Routes
4. Changes to service span
5. Changes to service frequency
6. Changes in days of operation

In making a request for any of these changes, LYNX shall provide an explanation for the reason the changes are deemed necessary.

c. LYNX will submit an annual travel budget for all board members and senior management personnel with each annual funding request.

d. LYNX will maintain a code of ethics and a fraud policy.

e. LYNX will provide training to new board members regarding the travel policy and procedures of the agency.

5. **FUNDING.**

a. **The County agrees to appropriate twenty seven million two hundred seventy eight thousand three hundred ninety six dollars (\$27,278,396) to LYNX for fiscal year 2005-2006 for the provision of Public Transportation services in accordance with this Agreement. Included in this funding is \$24,311,719 to maintain all currently existing level of service as approved by the BCC for fixed and ADA routes, \$337,440 for health insurance increases, \$553,968 for unfunded Medicaid trips, and \$2,075,269 for diesel fuel increases. Orange County funds shall be used for the provision of Public Transportation services within Orange County. Funds shall be paid by the County to LYNX in twelve (12) equal monthly installments by the County's designated representative and shall be due and**

payable on the first of each month beginning in October 2005. The first such payment under this signed agreement shall be made no sooner than October 1, 2005. Notwithstanding the foregoing, in the event LYNX fails to submit quarterly reports or fails to comply with any material term of this agreement, the County may withhold monthly payments pursuant to paragraph 16. In no event shall payments hereunder be required of the County after the expiration of the term of this Agreement as set forth in paragraph 6.

b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 3 of this Agreement.

c. The funding provided under this Agreement is strictly for the uses and purposes outlined herein. In no event shall any portion of these funds be used for the following purposes:

- (i) the lobbying (as that term is defined in Section 2-351 of the Orange County Code) of any local municipality within the LYNX service area;
- (ii) the sponsorship of any social or cultural event or organization, whether profit or nonprofit;
- (iii) any funding relating to light rail.

6. **EFFECTIVE DATE.** The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The terms of this Agreement shall commence on the effective date and terminate on **September 30, 2006**, unless terminated earlier in accordance with paragraph 16.

7. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8. **NEGOTIATIONS.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

9. **INDEPENDENT CONTRACTOR STATUS; INDEMNIFICATION.** The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between parties, their employees, agents, subcontractors or assigns, during or after performance of this Agreement. Accordingly, to the extent permitted by Florida law, LYNX agrees that it will indemnify and hold harmless the County and all of the County officers, agents and employees from any claim, loss, damage, charge or expense arising out of any act, action, neglect or omission by LYNX during the performance of this Agreement, whether direct or indirect and whether to any person or property to which the County or said parties may be

subject, except that neither LYNX nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the County or any of its officers, agents or employees.

10. MISCELLANEOUS.

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

11. CONTROLLING LAWS.

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the County now in effect and those hereinafter adopted.

b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

12. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the County and LYNX, and inure to the benefit of the successors or assigns of the parties.

13. NOTICES. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

County Orange County
Office of Management & Budget
201 South Rosalind Avenue, 3rd Floor
P.O. Box 1393
Orlando, FL 32802-1393
Attention: Randy Singh, Manager, Office of Management & Budget

copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839-9205
Attention: Carla Bell, Project Manager

copy to: Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393
Attention: Tom Drage, County Attorney

LYNX Central Florida Regional Transportation Authority
455 North Garland Avenue,
Orlando, Florida 32801-1518
Attention: Linda Watson, Executive Director

with a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue,
Orlando, Florida 32801-1518
Attention: Albert J. Francis II, Chief Financial Officer

with a copy to: Akerman Senterfitt
Citrus Center 17th Floor
255 S. Orange Ave.
PO Box 231
Orlando, FL. 32801
Attention: Albert Bustamante

14. **RECORD KEEPING PROCEDURES.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the County shall have access to and the right to examine any of the records.

15. **AUDIT.** The Orange County Comptroller or her successor (or their designee) shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions, and obligations imposed by this Agreement. The County's auditors or the Comptroller as the case may be, shall have full access to all records,

documents, and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

16. **TERMINATION; REMEDIES.** This Agreement may be terminated by the County if LYNX defaults in its performance or compliance with any material term or condition of this Agreement and shall fail to cure such default within thirty (30) days after written notice from the County; excepting, however, that if such default is not reasonably susceptible to being cured within such thirty (30) day period and LYNX is diligently continuing such cure, LYNX shall be afforded an additional period of time not to exceed ninety (90) days, in which to complete such cure. The County shall have all legal and equitable remedies available to it including but not limited to, injunctive relief, right to terminate monthly contribution payments, and/or restitution for any use by LYNX of the County's funding contribution that is not in conformance with the terms of this Agreement.

17. **FILING OF AGREEMENT.** This Agreement shall be filed with the Clerk of the Circuit Court of Orange County, Florida, or such other public official responsible under general or special law for the public records of Orange County, Florida, in accordance with Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first written above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: Linda S. Watson

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by _____, and he acknowledged before me that he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

Approved by General Counsel
Akerman Senterfitt

By: _____
Albert Bustamante

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard Crotty
Orange County Chairman

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

**SERVICE FUNDING AGREEMENT
BETWEEN SEMINOLE COUNTY AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the County and LYNX agree as follows:

1. RECITALS. The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX SERVICE AND REPORTING REQUIRMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one type of service to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance

of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2006 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - i. Addition of Route(s)
 - ii. Elimination of Route(s)
 - iii. Combination of Routes
 - iv. Addition of Evening Service
 - v. Addition of Weekend Service
 - vi. Other Route Scheduling Changes
 - vii. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the County's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The County agrees to appropriate **\$3,806,677** to LYNX for Fiscal Year 2005-2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2005-2006 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2005.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the County and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

County County of Seminole
 1101 East First Street
 Sanford, FL 32771
 Attention: J. Kevin Grace

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801
Attention: Bert J. Francis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the County shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

By: _____

Printed Name: _____

Title: _____

Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public

Serial Number:
Commission Expires:

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Seminole County Chairman

Date: _____

ATTEST: _____

As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known
by me to be Chairman _____ and County Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005,

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the Seminole County,
Florida, only.

City Attorney
Seminole County, Florida

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF SANFORD AND LYNX
FOR FISCAL YEAR 2005-2006**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between CITY OF SANFORD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act"), provides inter alia that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the City and LYNX agree as follows:

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2005, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, Laser, A+ Links, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - 1. Addition of Route(s)
 - 2. Elimination of Route(s)
 - 3. Combination of Routes
 - 4. Addition of Evening Service
 - 5. Addition of Weekend Service
 - 6. Other Route Scheduling Changes
 - 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2005-2006 FUNDING

- a. The City agrees to appropriate **\$209,501** to LYNX for fiscal year 2005-2006. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2005-2006 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2005.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2005. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

10. NOTICES. All notices, consents, approvals, waivers, and deletions, which any party shall be required or shall desire to make or give under this Agreement, shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

City City of Sanford
300 N. Park Avenue
Sanford, FL 32772
Attention: Linda Kuhn

LYNX Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Bert J. Francis, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Alberto S. Bustamante III, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: _____

Title: _____

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Alberto S. Bustamante, III, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2005, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF SANFORD, FLORIDA

By: _____
Mayor, Linda Kuhn

Date: _____

ATTEST:

City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by me
to be Mayor _____ and City Clerk, respectively,
_____, Florida, and acknowledged before me that they executed the
foregoing instrument on behalf of _____ as its true act and deed,
and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2005.

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the _____,
Florida, only.

City Attorney
Sanford, Florida

_____, 2005

Consent Agenda Item #5.D

To: LYNX Board Of Directors

From: Peggy Gies
INTERIM DIR OF GOVT AFFAIRS
Fatima Calkins
(Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Authorization to purchase nine replacement vans for the LYNX Vanpool Program.

Date: 9/22/2005

ACTION REQUESTED:

Authorization from the Board of Directors to purchase nine vanpool vehicles in October 2005 by the adoption of the agency's fiscal year 2006 budget and piggybacking on a State of Florida Contract.

BACKGROUND:

In February of this year, LYNX requested the Board of Directors authorization to purchase ten additional vanpool vehicles. Five of these vans were used to replace vehicles that had reached their useful life of 100,000 revenue miles or five (5) years of revenue service. Since that time, LYNX has executed a new contract with the Vanpool Services provider, VPSI, which commits the agency to replacing vehicles when they reach the required revenue service. This was implemented to help the agency defray extensive unscheduled maintenance expenses.

During fiscal year 2006, nine (9) of the vehicles in our vanpool fleet would have reached its useful life and should be replaced. It is imperative for vans to be replaced in a timely fashion to maintain customer satisfaction and increase vanpool growth. If we do not replace the vehicles, LYNX risks losing our existing vanpool customers to other transit properties (namely VOTRAN and Space Coast Area Transit) that have a larger and available fleet inventory. In the past two years, LYNX lost vanpool customers because our fleet was not in the best condition and we did not have the vehicles to replace them.

The vanpool fleet inventory as of August 2005 is as follows: fifty-four (54) vehicles in the entire fleet of which thirty-four (34) vehicles in service, six (6) back-up vans, four (4) retired vans, and ten (10) available vehicles. However, there is an immediate need for five (5) of the in-service vehicles to be retired before September 30th resulting in a reduction to the number of vans available for growth from ten (10) vehicles to (5) vehicles.

We are also working to meet the increased demand for putting new vanpools in service. In the past three weeks alone, there have been three new vanpools placed into service. The number of vanpool vehicles placed in service is expected to increase even further due to the rising fuel costs and a significant interest from Central Florida employers to find alternative ways for employees to commute.

FISCAL IMPACT:

Staff is requesting Board approval for the procurement of nine (9) vans not to exceed \$255,000 (approximately \$28,000 per van). Procurement will be funded 100% by federal formula grants and is budgeted as capital items in the agency's fiscal year 2006 budget (to be adopted by the Board of Directors).

Consent Agenda Item #5.E

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Authorization to Execute the revised Contract for Paratransit Carrier Services, incorporating all previous amendments and negotiated changes.

Date: 9/22/2005

ACTION REQUESTED:

Authorization by the Board of Directors for the Chief Executive Officer or designee to execute an Amended Restated Contract for Paratransit Carrier Services (Contract #01-22R), incorporating all previous amendments and necessary additional amendment to achieve negotiated changes. The Amended and Restated Contract for Paratransit Carrier Services will remain unchanged with the exception of an amendment which provides, effective October 1, 2005, for a 3.5% cost adjustment and fuel accommodation in the amount of \$465,000 annually.

BACKGROUND:

Due to the rising cost of fuel, insurance, labor/benefits, and local service provision requests, MV Transportation has indicated that they have experienced losses in order to maintain service levels required by LYNX for the service area. MV has formally requested LYNX to assist with the rising fuel costs and provide a cost increase. At the direction of the Board at the June 2005 meeting, LYNX has negotiated the following changes to begin October 1, 2005:

- I. Cost Adjustment – LYNX will provide MV Transportation a 3.5% cost increase for the per trip and mileage reimbursements. This would increase rates as follows:

Service	Unit	Current	Proposed
Ambulatory	Per Trip	\$26.60	\$27.53
Wheelchair	Per Trip	\$27.76	\$28.73
Out of Area	Per Mile	\$2.75	\$2.85

- II. Fuel Accommodation – In recognition of substantially increased fuel costs and costs for providing services at levels exceeding those projected at contract inception, LYNX will provide an accommodation of \$465,000 annually. Should there be changes in the future that reduce MV's fuel expenses, LYNX reserves the right to revisit this accommodation.

FISCAL IMPACT:

The 3.5% cost adjustment (\$463,313 annually) and the fuel accommodation (\$465,000 annually) represent an annual additional cost of \$928,313. The total increase was projected and is included in the FY06 operating budget.

Consent Agenda Item #5.F

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Authorization to Award a Contract to Transit Resource Center for a Fleet Maintenance Audit.

Date: 9/22/2005

ACTION REQUESTED:

Authorization by the Board of Directors to have the Chief Executive Officer or designee award a contract to Transit Resource Center to conduct a LYNX Fleet Maintenance audit, which includes an executive overview and a detailed review and recommendations for improvements. The cost will not exceed the budgeted amount of \$96,524, which includes \$8,700 in contingency funds.

BACKGROUND:

The purpose of the audit is to ensure that the LYNX bus fleet is being maintained to industry standards and meets all of the public safety requirements. The audit will also determine if the maintenance of the fleet is cost effective, efficient and identify areas that are either deficient or could be improved upon.

An RFP was issued on July 29, 2005. Three companies responded to the LYNX RFP that was due on August 29, 2005. They are First Transit, Mercury Associates and Transit Resource Center. Transit Resource Center, headquartered in Orlando, was unanimously selected by the SEC committee and is staffing this project with nationally acclaimed leaders in the industry. John Schiavone, former APTA Director of Bus Technology/Maintenance and author of several Transit Cooperative Research Project reports, will be the principal investigator on the LYNX project. Allen Pierce, current Manager of Maintenance for Orange County Transportation Authority (CA), Norman Ketola, Mechanical Engineer/Bus Technology Consultant, and Halsey King, Senior Engineering Support Consultant will all be working on this project in Orlando.

The contractor's audit must result in factual information and recommendations for improvement in the maintenance program to assist in meeting LYNX' goals. This information will be used in decision-making for process improvement and efficiencies. The contractor audit information will also be used to define goals that can be easily measured by specific performance indicators. The audit will include the contractor's observations in the following areas:

- Fleet inspections on 10% of each group of buses

LYNX Board Agenda

- Inspection of all vehicle systems, major components, maintenance records and uniform standard procedures
- Fleet appearance
- Cleanliness of the bus interior
- General attitude of the LYNX work force
- Available work and lift space
- Safety issues
- Maintenance scheduling
- Warranty management
- Work Order processing
- Parts issues

The audit will result in the following:

- List of all defects and deficiencies discovered including the probable cause and corrective action required to effect repairs.
- Photographic documentation of significant maintenance deficiencies discovered.
- Determination of how well the fleet is being maintained, both mechanically and physically.
- Report on vehicle safety and reliability, vehicle condition, maintenance record accuracy, and compliance to applicable Federal and State regulations, and manufacturers recommended practices. Identify the overall mechanical integrity of the fleet.
- The contractor will perform a review of the written maintenance program.

The contractor's audit team will identify trends in repeat work, road calls and evaluate the effectiveness of a maintenance program. If negative trends are discovered, the contractor will provide recommendations and action plans to improve performance, vehicle reliability and maintenance efficiencies. LYNX staff recognizes that improvements in maintenance efficiencies will result in improved operator morale, passenger comfort, and most importantly a positive public perception.

Contingency Funds:

The scope of work for this project was completed in April of this year, prior to increased fuel prices. The additional funds would only be used to audit/review areas that would result in cost saving measures. Examples could include, fuel and mileage improvements, component rebuild shop cost efficiencies, electronics shop cost efficiencies or other areas discovered through the Maintenance Audit, including outsourcing options.

FISCAL IMPACT:

The cost of \$96,524, which includes the contingency amount of \$8,700 is allocated in the FY 05-06 budget.

Action Agenda Item #6.G

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
Kevin Plasterer
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Adoption of the FY05-06 Operating and Capital Budget

Date: 9/22/2005

ACTION REQUESTED:

Adoption of the Fiscal Year 2005-2006 budget of \$131,086,912.

BACKGROUND:

The proposed Operating Budget is \$99,526,184 and the proposed Capital Budget is \$31,560,728.

Operating revenues equal operating expenses. Sources of capital equal uses of capital. There is \$279,665 being budgeted as Operating Reserves, which will fund unanticipated expenses that occur throughout the fiscal year or will go into Organizational Reserves at year-end.

FISCAL IMPACT:

This budget will be financed by operating revenues and assistance from federal, state and local governments. No funds will be committed to the Capital Improvement Program unless fully funded by federal, state and local sources.

TO: LYNX Board of Directors
FROM: Linda S. Watson, Chief Executive Officer
DATE: September 15, 2005
SUBJ: LYNX Fiscal Year 2005 - 2006 Proposed Budget for Adoption

On behalf of the LYNX staff, I am pleased to present the proposed fiscal year 2005 - 2006 budget of the Central Florida Regional Transportation Authority (LYNX) for your adoption.

At the June Board meeting, we presented to the Board a draft budget for FY06. Since then, presentations have been made to our local funding partners, assumptions have been reexamined and decisions have been made that we believe will maximize our limited resources and provide the most value to our customers.

There were many challenges in developing a balanced budget for FY06, some being experienced by LYNX in FY05. The major challenge in FY05 has been constantly rising fuel prices, especially diesel fuel. By year end it is anticipated that diesel fuel price increases will negatively impact the operating budget by over \$2 million. We have priced this in to the Fiscal Year 2006 budget and because of substantial commitments made by our local funding partners we will be able to fund our entire projected diesel fuel expense increase of over \$3 million.

In addition, LYNX has successfully reorganized under new leadership and has implemented several key strategic management initiatives that should allow LYNX to be optimally positioned to tackle Central Florida's transportation challenges of tomorrow.

Specifically, a new senior management team and structure was put in place and new departments were configured around it. Each department has a chief at the helm and represents a key core function of the organization. These key functions are: Operations, Finance, Administration, Marketing and Government Affairs.

LYNX' business plan was developed, and central to this business plan are LYNX' values, mission and vision. Our values, Excellence, Community, Teamwork, Innovation, Integrity and Accountability are the cornerstone in changing the culture at LYNX and in increasing motivation and morale.

Further, Guerilla groups have been formed involving personnel from all departments to tackle key issues that were identified in the early stages of the business plan development process. These Guerilla groups will or have identified the issues important to the organization, gathered information, developed alternative courses of action and made recommendations for change on each key issue.

One final strategic management/employee initiative that has been put in place are regular “town hall” style meetings that allow employees to have direct access to the C.E.O. and other senior staff to identify new issues and voice their opinions and concerns. Connected to this effort, an Employee Promise has been implemented so that there is an explicitly expressed promise between management and employees on how business will be conducted at LYNX going forward.

From a long-term perspective, it is crucial that a long-term financial solution be identified and implemented so that LYNX can continue to meet the growing transportation needs of the region both now and in the future. Lack of funding, has prevented LYNX from being able to provide service that adequately meets the needs of the community. Not only have we been unable to expand our fleet, we have been unable to replace aging equipment, which has resulted in increased maintenance costs. Today, we have over 100 buses that need to be replaced. Further, 58% of our routes operate on 60 and 90 minute headways and no new service has been added to respond to our dramatic population growth.

Despite the funding challenges that LYNX continues to face, our team has successfully developed a balanced budget that will optimize service delivery, maximize customer service and minimize the cost of service for all our funding partners.

Budget Highlights

The FY06 proposed budget totals \$131,086,912 of which \$99,526,184 represents Operating funds and \$31,560,728 is for Capital. This is an overall increase in the total budget of \$12,476,559 or 11%. The overall increase is due to five major impact items that are largely out of LYNX’ control. The major expenditure impacts are as follows:

Key Budgetary Increases:

- | | |
|-------------------------------------|-------------|
| ● Commuter Rail (100% Grant Funded) | \$4,100,000 |
| ● Diesel Fuel | \$3,032,420 |
| ● Union Contracts | \$2,301,223 |
| ● Paratransit Contract | \$2,167,211 |
| ● Bus Procurement | \$2,055,000 |

Operating Budget

The proposed Operating Budget for FY06 is \$99,526,184, which is an increase of \$11,755,471 or 13% from the previous year. This is directly related to the first four impact items above. When you exclude these four items, the operating budget is actually increasing by only \$154,617 or 0.2%, which is essentially flat.

The 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 and Leases & Miscellaneous expenses. Specifically, this budget includes funds from the following areas:

• LYNX-Generated Revenue	\$28,709,986
• Federal Revenue	\$16,076,252
• State Revenue	\$12,088,484
• Local Revenue	\$42,651,462

These funds are to be used to fund the following types of expenses:

• Personnel Expenses	\$52,448,997
• Services	\$14,546,801
• Materials & Supplies	\$12,372,884
• Taxes & Utilities	\$ 1,033,393
• Casualty & Liability Expenses	\$ 1,372,277
• Purchased Transportation Expenses	\$15,783,797
• Leases & Miscellaneous Expenses	\$ 1,688,370
• Operating Reserves	\$ 279,665

Capital Budget

The proposed Capital Budget for FY06 is \$31,560,728, which is a \$721,088 increase or 2% from the previous year. This is completely due to planned replacement of aging buses, which is an increase of \$2,055,000 or 22%.

The capital improvement budget is primarily funded from federal and state sources, and includes items such as the planned purchase of replacement buses and vans, the LYNX Operations Center at Princeton, bus shelters and the use of technology to assist in service improvements. Specifically, this budget includes funds from the following areas:

• Federal	\$25,626,355
• State Infrastructure Bank Loan	\$ 4,490,253
• State	\$ 819,120
• Local	\$ 625,000

These funds are to be used for the following types of expenditures:

• LYNX Operations Center at Princeton	\$12,555,575
• Transit Buses	\$11,235,000
• Support Equipment/Engines & Transmissions	\$ 2,353,328
• Bus Shelters	\$ 1,728,700
• Paratransit MDTs/CAD-AVL	\$ 1,072,400
• Facility Repairs	\$ 895,490
• Radio System	\$ 647,135

- Digital Surveillance System \$ 462,100
- Commuter and Paratransit Vans \$ 411,000
- LYNX Central Station \$ 200,000

Staffing

Our staffing count is budgeted to decrease by fourteen (14) positions. We recently implemented an administrative reorganization that eliminated 15 full-time positions. Subsequently, we have also eliminated one full-time Senior Art Director position and replaced it with two part-time Art Director positions in our Marketing Department. These changes would bring our approved head count from 949 to 935.

Closing

We are still finalizing the budget for presentation at the September 22nd Board Meeting. A budget summary of revenues and expenditures together with the sources of revenues and expenditures is attached. Please contact me at (407) 254-6017, Bert Francis at (407) 254-6047 or Kevin Plasterer at (407) 254-6116 if you have any questions concerning the proposed budget prior to our Board meeting on Thursday, September 22, 2005.

LYNX
FY 2005-2006 Total Operating Budget Summary

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
OPERATING REVENUE:						
Fund Balance	\$ -	\$ -	\$ 150,000	\$ -	\$ (150,000)	-100%
Customer Fares	13,902,544	14,831,532	16,201,286	17,966,868	1,765,582	11%
Contract Services	9,019,389	7,820,963	7,986,334	8,412,662	426,328	5%
Advertising on Buses	1,140,108	939,099	722,450	950,000	227,550	31%
Advertising Trade	300,767	524,545	455,000	560,000	105,000	23%
Misc & Other Revenue	(141,797)	431,612	818,704	820,456	1,752	0%
Total LYNX-Generated Revenue	\$ 24,221,011	\$ 24,547,751	\$ 26,333,774	\$ 28,709,986	\$ 2,376,212	9%
CONTRIBUTIONS:						
Federal	\$ 13,974,038	\$ 11,216,029	\$ 12,278,039	\$ 16,076,252	\$ 3,798,213	31%
State	11,180,145	10,039,189	11,370,068	12,088,484	718,416	6%
Local	32,598,580	33,750,419	37,788,832	42,651,462	4,862,630	13%
Total Contributions	\$ 57,752,763	\$ 55,005,637	\$ 61,436,939	\$ 70,816,198	\$ 9,379,259	15%
TOTAL REVENUE	\$ 81,973,774	\$ 79,553,388	\$ 87,770,713	\$ 99,526,184	\$ 11,755,471	13%
OPERATING EXPENSES						
Salaries & Wages	\$ 34,583,855	\$ 34,809,645	\$ 36,879,213	\$ 38,678,730	\$ 1,799,517	5%
Fringe Benefits	11,139,373	12,020,380	13,155,982	13,770,267	614,285	5%
Services	8,787,832	6,627,068	10,642,670	14,546,801	3,904,131	37%
Material & Supplies	7,549,822	7,947,222	8,876,100	12,372,884	3,496,784	39%
Taxes & Utilities	990,952	883,048	1,039,067	1,033,393	(5,674)	-1%
Casualty & Liability	1,233,347	1,221,006	1,481,157	1,372,277	(108,880)	-7%
Purchased Transportation Services	16,517,724	13,579,111	13,612,586	15,783,797	2,171,211	16%
Leases & Miscellaneous	1,528,076	1,732,609	2,083,938	1,688,370	(395,568)	-19%
Operating Reserves	-	-	-	279,665	279,665	0%
TOTAL EXPENSES	\$ 82,330,981	\$ 78,820,090	\$ 87,770,713	\$ 99,526,184	\$ 11,755,471	13%
NET OPERATING POSITION	\$ (357,207)	\$ 733,297	\$ -	\$ -	\$ -	0%

LYNX
FY 2005-2006 Proposed Local Operating Funding Comparison

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
Local Funds:						
Orange County	\$ 20,845,144	\$ 21,523,384	\$ 23,238,716	\$ 27,278,396	\$ 4,039,680	17%
Osceola County	2,995,480	3,273,123	3,305,260	3,921,155	615,895	19%
Seminole County	2,310,014	2,379,017	3,140,753	3,238,639	97,886	3%
City of Orlando	4,863,707	4,944,753	5,258,991	5,668,545	409,554	8%
UCF	12,500	-	-	-	-	0%
Winter Park	-	-	-	-	-	0%
Kissimmee	420,000	420,000	420,000	420,000	-	0%
St. Cloud	116,125	120,000	127,666	131,496	3,830	3%
Altamonte Springs*	461,335	397,361	1,770,168	1,458,618	(311,550)	-18%
Sanford	305,808	304,253	182,312	209,501	27,189	15%
Volusia Express	97,438	96,670	143,300	123,446	(19,854)	-14%
Workforce Central Florida	-	153,371	201,666	201,666	-	0%
Maitland	171,029	138,487	-	-	-	0%
Total Local Funds	\$ 32,598,580	\$ 33,750,419	\$ 37,788,832	\$ 42,651,462	\$ 4,862,630	13%

* Includes \$1,196,000 for BRT funding in FY 2005 - 2006

LYNX							
FY 2005-2006 Proposed Local ADA Funding							
	2002-2003	2003-2004	2004-2005	2005-2006			
	Actual	Actual	Current Budget	Proposed Budget	Change	%	
Local Funds:							
Orange County	\$ 3,419,697	\$ 3,329,490	\$ 3,151,365	\$ 3,621,747	\$ 470,382	15%	
Osceola County	252,913	306,336	359,062	451,865	92,803	26%	
Seminole County	494,478	495,121	616,986	599,327	(17,659)	-3%	
Kissimmee	92,438	138,982	162,945	162,945	-	0%	
St. Cloud	53,491	28,617	33,542	39,505	5,963	18%	
Altamonte Springs	113,415	127,531	80,168	132,618	52,450	65%	
Sanford	70,033	70,728	82,312	109,501	27,189	33%	
Total Local Funds	\$ 4,496,465	\$ 4,496,805	\$ 4,486,380	\$ 5,117,508	\$ 631,128	14%	

LYNX
FY 2005-2006 Proposed Expenditure Budget Summary

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
OPERATING EXPENSES						
Salaries & Wages	\$ 34,583,855	\$ 34,809,645	\$ 36,879,213	\$ 38,678,730	\$ 1,799,517	5%
Fringe Benefits	11,139,373	12,020,380	13,155,982	13,770,267	614,285	5%
Services	8,787,832	6,627,068	10,642,670	14,546,801	3,904,131	37%
Material & Supplies	7,549,822	7,947,222	8,876,100	12,372,884	3,496,784	39%
Taxes & Utilities	990,952	883,048	1,039,067	1,033,393	(5,674)	-1%
Casualty & Liability	1,233,347	1,221,006	1,481,157	1,372,277	(108,880)	-7%
Purchased Transportation Services	16,517,724	13,579,111	13,612,586	15,783,797	2,171,211	16%
Leases & Miscellaneous	1,528,076	1,732,609	2,083,938	1,688,370	(395,568)	-19%
Operating Reserves	-	-	-	279,665	279,665	0%
TOTAL EXPENSES	\$ 82,330,981	\$ 78,820,090	\$ 87,770,713	\$ 99,526,184	\$ 11,755,471	13%
CAPITAL EXPENDITURES	\$ 8,361,891	\$ 19,310,532	\$ 30,839,640	\$ 31,560,728	\$ 721,088	2%
TOTAL EXPENDITURES	\$ 90,692,872	\$ 98,130,622	\$ 118,610,353	\$ 131,086,912	\$ 12,476,559	11%
STAFFING	934	939	949	935	(14)	-1%

LYNX						
FY 2005-2006 Proposed Departmental Budget Summary						
	2002-2003	2003-2004	2004-2005	2005-2006		
	Actual	Actual	Current Budget	Proposed Budget	Change	%
Departmental Expenses:						
Executive	\$ 646,732	\$ 494,869	\$ 727,250	\$ 1,169,308	\$ 442,058	61%
Government Affairs	-	-	-	322,186	322,186	0%
Finance	4,853,777	4,334,912	4,692,603	4,090,687	(601,916)	-13%
Administration	3,721,782	4,424,036	4,946,570	4,449,575	(496,995)	-10%
Marketing	4,038,032	3,707,435	4,076,759	3,964,514	(112,245)	-3%
Operations	69,070,655	65,858,838	73,327,531	85,250,249	11,922,718	16%
Operating Reserves	-	-	-	279,665	279,665	0%
TOTAL EXPENSES	\$ 82,330,978	\$ 78,820,090	\$ 87,770,713	\$ 99,526,184	\$ 11,755,471	13%
CAPITAL EXPENDITURES	\$ 8,361,891	\$ 19,310,532	\$ 30,839,640	\$ 31,560,728	\$ 721,088	2%
TOTAL EXPENDITURES	\$ 90,692,869	\$ 98,130,622	\$ 118,610,353	\$ 131,086,912	\$ 12,476,559	11%
STAFFING	934	939	949	935	(14)	-1%

LYNX
FY 2005-2006 Proposed Executive Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ 324,687	\$ 179,572	\$ 227,569	\$ 565,889	\$ 338,320	149%
Fringe Benefits	61,731	62,935	61,608	170,312	108,704	176%
Services	176,716	158,555	151,000	242,118	91,118	60%
Material & Supplies	4,703	8,494	5,500	10,910	5,410	98%
Taxes & Utilities	942	795	800	2,000	1,200	150%
Casualty & Liability	-	-	-	-	-	0%
Purchased Transportation Services	-	-	-	-	-	0%
Leases & Miscellaneous	77,955	84,519	280,773	178,079	(102,694)	-37%
Total Expenses	\$ 646,734	\$ 494,870	\$ 727,250	\$ 1,169,308	\$ 442,058	61%
STAFFING	3	3	3	5	2	67%

LYNX
FY 2005-2006 Proposed Government Affairs Department Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ -	\$ -	\$ -	\$ 227,611	\$ 227,611	0%
Fringe Benefits	-	-	-	72,438	72,438	0%
Services	-	-	-	350	350	0%
Material & Supplies	-	-	-	1,480	1,480	0%
Taxes & Utilities	-	-	-	2,000	2,000	0%
Casualty & Liability	-	-	-	-	-	0%
Purchased Transportation Services	-	-	-	-	-	0%
Leases & Miscellaneous	-	-	-	18,307	18,307	0%
Total Expenses	\$ -	\$ -	\$ -	\$ 322,186	\$ 322,186	0%
STAFFING	0	0	0	4	4	0%

LYNX
FY 2005-2006 Proposed Finance Department Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ 1,602,480	\$ 1,632,607	\$ 1,719,900	\$ 1,561,530	\$ (158,370)	-9%
Fringe Benefits	558,470	555,447	621,480	572,904	(48,576)	-8%
Services	966,479	390,969	310,147	420,473	110,326	36%
Material & Supplies	217,986	181,843	267,550	163,550	(104,000)	-39%
Taxes & Utilities	345,898	310,278	480,723	439,827	(40,896)	-9%
Casualty & Liability	224,559	-	-	-	-	0%
Purchased Transportation Services	-	-	-	-	-	0%
Leases & Miscellaneous	937,908	1,263,767	1,292,803	932,403	(360,400)	-28%
Total Expenses	\$ 4,853,780	\$ 4,334,911	\$ 4,692,603	\$ 4,090,687	\$ (601,916)	-13%
STAFFING	20	20	20	37	17	85%

LYNX
FY 2005-2006 Proposed Administration Department Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ 1,469,393	\$ 1,462,590	\$ 1,631,341	\$ 1,477,846	\$ (153,495)	-9%
Fringe Benefits	362,172	519,964	546,584	532,602	(13,982)	-3%
Services	598,496	974,212	928,639	817,618	(111,021)	-12%
Material & Supplies	55,518	33,982	67,138	60,178	(6,960)	-10%
Taxes & Utilities	253,784	219,521	157,005	171,486	14,481	9%
Casualty & Liability	869,052	1,033,593	1,425,157	1,217,571	(207,586)	-15%
Purchased Transportation Services	-	-	-	-	-	0%
Leases & Miscellaneous	113,370	180,175	190,706	172,274	(18,432)	-10%
Total Expenses	\$ 3,721,785	\$ 4,424,036	\$ 4,946,570	\$ 4,449,575	\$ (496,995)	-10%
STAFFING	54	54	54	33	-21	-39%

LYNX
FY 2005-2006 Proposed Marketing Department Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ 1,724,235	\$ 1,314,317	\$ 1,608,208	\$ 1,395,041	\$ (213,167)	-13%
Fringe Benefits	621,726	469,499	579,637	553,548	(26,089)	-5%
Services	1,352,287	1,627,129	1,440,399	1,483,500	43,101	3%
Material & Supplies	237,495	217,752	308,565	376,200	67,635	22%
Taxes & Utilities	66,216	6,808	9,820	8,450	(1,370)	-14%
Casualty & Liability	-	4,915	10,000	-	(10,000)	-100%
Purchased Transportation Services	663	82	-	4,000	4,000	0%
Leases & Miscellaneous	35,411	66,932	120,130	143,775	23,645	20%
Total Expenses	\$ 4,038,034	\$ 3,707,434	\$ 4,076,759	\$ 3,964,514	\$ (112,245)	-3%
STAFFING	60	59	61	41	-20	-33%

LYNX
FY 2005-2006 Proposed Operations Department Expense Budget

	2002-2003 Actual	2003-2004 Actual	2004-2005 Current Budget	2005-2006 Proposed Budget	Change	%
EXPENSES						
Salaries & Wages	\$ 29,463,063	\$ 30,220,559	\$ 31,692,195	\$ 33,450,814	\$ 1,758,619	6%
Fringe Benefits	9,535,274	10,412,536	11,346,673	11,868,462	521,789	5%
Services	5,693,856	3,476,203	7,812,485	11,582,742	3,770,257	48%
Material & Supplies	7,034,124	7,505,153	8,227,347	11,760,566	3,533,219	43%
Taxes & Utilities	324,110	345,643	390,719	409,630	18,911	5%
Casualty & Liability	139,736	182,498	46,000	154,706	108,706	236%
Purchased Transportation Services	16,517,062	13,579,029	13,612,586	15,779,797	2,167,211	16%
Leases & Miscellaneous	363,433	137,216	199,526	243,532	44,006	22%
Total Expenses	\$ 69,070,656	\$ 65,858,838	\$ 73,327,531	\$ 85,250,249	\$ 11,922,718	16%
STAFFING	797	803	811	815	4	0%

Work Session Item #7.H

To: LYNX Board Of Directors

From: Peggy Gies
INTERIM DIR OF GOVT AFFAIRS
Belinda Wilson
(Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Transportation Benefit Program Update

Date: 9/22/2005

BACKGROUND:

The presentation will be an overview of all of the transportation benefit programs including Vanpool, carpool, employer bus pass programs and pre-tax benefits. We will review our new “What Drives You” marketing campaign. We will also showcase Business Relations employer and residential outreach efforts, recent successes and new corporate partnerships.

The following is the format of the presentation:

- A. Marketing Campaign & Program Overview
 - i. Description of each transportation benefit program
 - B. Business Outreach
 - C. Residential Outreach
 - D. New Corporate Partnerships
 - i. Increase of employer interest in vanpools and bus pass programs
 - E. Regional Transportation Leadership Awards
 - i. The celebration of Central Florida businesses accomplishments
-

Information Item I: Ridership Report

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
Glen Waters
(Technical Contact)
Terry Jordan
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: July Ridership Report

Date: 9/22/2005

July 2005 – FINAL

During the month of July 2005, LYNX had a system-wide total of 1,956,633 passenger boardings. Comparison to previous year's ridership represents a decrease of 2.3% from the 2,003,594 boardings recorded in July 2004. However, ridership for all services during July 2005 averaged 76,196 passengers per weekday, an increase of 2.5% when compared to 74,325 passengers per weekday averaged in July 2004. This discrepancy is attributed to the difference in the number of weekdays in July 2004 (22 weekdays) versus the number of weekdays in July 2005 (20 weekdays). In this case, the result is an increase in average weekday ridership while showing a decrease in total monthly boardings.

Fixed route ridership for July 2005, which totaled 1,900,006 reflects a decrease of 1.9% when compared to the 1,937,655 riders carried in July 2004. Comparisons of July 2005 to the prior month's boardings (June 2005) reflect a minor decrease of 0.1% in ridership. Continuing inclement weather with a majority of days above 90 degree temperatures and heat indexes above 100 degrees may have caused a decrease in discretionary trips. Service Planning staff will also investigate potential contributing factors to ridership declines such as service delays throughout the system. The fare increase implemented on March 20, 2005 also contributed to this decline. Even with this decrease, when comparing FY 2004 and FY 2005 year-to-date ridership, FY 2005's ridership totals reflect an overall increase of 4.0% over FY 2004.

When comparing individual route ridership during July 2005 to July 2004, thirteen routes (Links 2, 5, 12, 13, 14, 16, 18, 27, 32, 34, 40, 57 and 200) experienced declines in ridership greater than 10%. Service Planning staff continues to monitor these Links for continued weakening and opportunities for improvements.

Route Decreases Greater Than 10%

- Link 2 – Colonialtown (-38.0%)
- Link 5 – Lake George/Fort Gatlin (-17.8%)
- Link 12 – Buenaventura Lakes/Boggy Creek (-23.7%)
- Link 13 – University of Central Florida (-14.4%)
- Link 14 – Princeton Street/Plymouth Apartments (-35.4%)
- Link 16 – College Park/The Meadows (-23.5%)
- Link 18 – South Orange Avenue/Kissimmee (-15.9%)
- Link 27 – Plant Street/Oakland (-11.8%)
- Link 32 – Union Park/Bithlo (-14.1%)
- Link 34 – Sanford/Goldsboro (-25.9%)
- Link 40 – Americana Boulevard/Universal Orlando (-19.1%)
- Link 57 – John Young Parkway (-12.8%)
- Link 200 – Volusia Express (-12.1%)

July 2005 produced three routes (Links 42, 43 and LYMMO) with increases of 10% or greater when compared to July 2004. Two of the three routes serve the Florida Mall, and have displayed greater than a 10% increase over previous years ridership for the past two consecutive months. The high temperatures experienced during July may have also encouraged passengers to ride LYMMO for trips previously walked.

Route Increases Greater Than 10%

- Link 42 – International Drive/OIA (+14.3%)
- Link 43 – Central Florida Parkway (+22.3%)
- LYMMO – Downtown Orlando Circulator (+13.2%)

LYNX MONTHLY RIDERSHIP JULY 2005 - FINAL

FY 2005

Service Mode	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	TOTAL YEAR
LYMMO	88,774	91,389	92,433	98,789	99,916	103,613	106,431	97,391	96,514	95,721			970,971
25% OF VOTRAN	329	295	289	302	313	345	290	302	316	297			3,078
(all other Links)	2,028,139	1,920,348	1,891,693	1,918,273	1,822,895	1,927,035	1,876,977	1,836,846	1,804,808	1,803,988			18,831,002
Total Fixed Route	2,117,242	2,012,031	1,984,415	2,017,364	1,923,124	2,030,993	1,983,698	1,934,539	1,901,638	1,900,006			19,805,050
Special Shuttles	965	51	105	26,333	112	464	74	584	433	22			29,143
Access LYNX	50,321	48,556	48,628	47,910	45,939	52,989	48,781	47,001	48,679	44,935			483,739
VanPlan	16,024	16,794	15,408	13,356	13,932	14,366	12,892	12,400	11,456	11,670			138,298
TOTAL	2,184,552	2,077,432	2,048,556	2,104,963	1,983,107	2,098,812	2,045,445	1,994,524	1,962,206	1,956,633			20,456,230

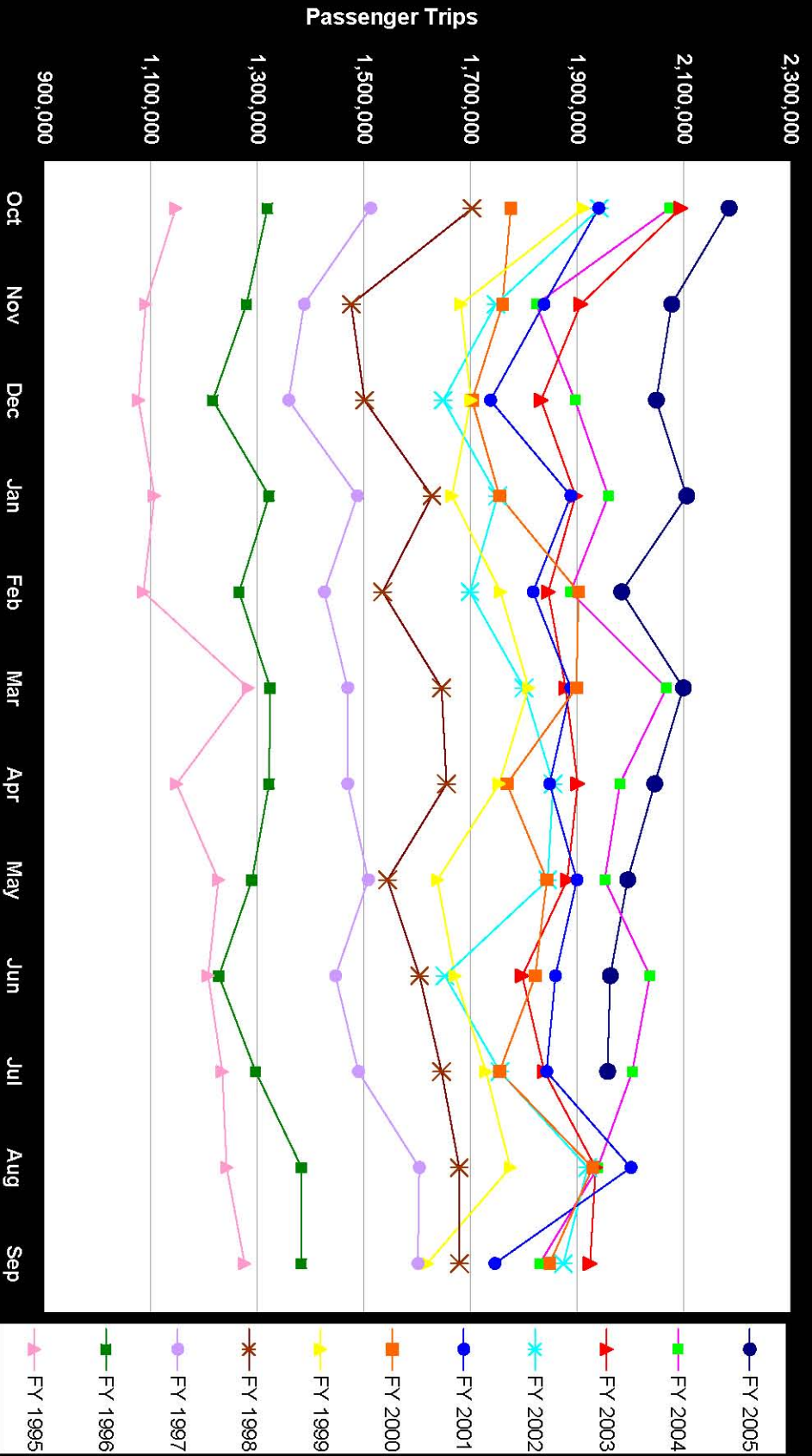
% CHANGE FROM FY 2004 TO FY 2005

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	-13.0%	10.0%	12.8%	14.5%	19.8%	8.0%	23.4%	9.6%	6.5%	13.2%			10.0%
25% OF VOTRAN	-6.2%	9.6%	-2.4%	-2.3%	3.0%	-13.5%	-8.8%	-5.9%	-19.4%	-12.0%			-6.6%
(all other Links)	6.6%	14.2%	8.0%	6.1%	4.7%	1.3%	2.8%	2.0%	-3.9%	-2.6%			3.8%
Total Fixed Route	5.6%	14.0%	8.2%	6.5%	5.4%	1.6%	3.7%	2.4%	-3.4%	-1.9%			4.1%
Special Shuttles	665.9%	-56.8%	-78.4%	1283.8%	-81.5%	N/A	-90.4%	56.1%	783.7%	-92.9%			514.1%
Access LYNX	2.6%	14.3%	6.3%	5.2%	1.5%	0.8%	-4.6%	-4.6%	-7.0%	-12.2%			-0.2%
VanPlan	-20.8%	5.9%	-4.4%	-18.1%	-17.2%	-13.5%	-12.8%	-3.9%	-20.8%	-19.2%			-12.8%
TOTAL	5.3%	14.0%	8.1%	7.5%	5.1%	1.5%	3.3%	2.2%	-3.6%	-2.3%			4.0%

FY 2004

Service Mode	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	TOTAL YEAR
LYMMO	102,052	83,104	81,924	86,294	83,373	95,922	86,262	88,849	90,653	84,594	76,966	75,624	1,035,617
25% OF VOTRAN	351	269	296	309	304	399	318	321	392	338	359	279	3,934
(all other Links)	1,902,065	1,681,115	1,751,313	1,807,967	1,741,101	1,902,063	1,826,644	1,800,237	1,878,350	1,852,723	1,801,448	1,701,444	21,646,470
Total Fixed Route	2,004,468	1,764,488	1,833,533	1,894,570	1,824,778	1,998,384	1,913,224	1,889,406	1,969,395	1,937,655	1,878,772	1,777,347	22,686,020
Special Shuttles	126	118	486	1,903	606	0	773	374	49	311	29	478	5,253
Access LYNX	49,038	42,479	45,748	45,548	45,259	52,543	51,147	49,246	52,336	51,190	45,742	39,116	569,392
VanPlan	20,224	15,856	16,125	16,308	16,819	16,600	14,778	12,906	14,460	14,438	14,164	13,002	185,680
TOTAL	2,073,856	1,822,941	1,895,892	1,958,329	1,887,462	2,067,527	1,979,922	1,951,932	2,036,240	2,003,594	1,938,707	1,829,943	23,446,345

LYNX Ridership Growth - All Modes



LYNX AVERAGE DAILY RIDERSHIP JULY 2005 - FINAL

FY 2005

Service Mode	Day	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	AVG DAILY FOR YEAR
LYMMO	Wkday	3,808	3,978	3,713	4,182	4,544	4,089	4,595	4,201	4,065	4,234			4,151
	Sat	732	1054	1357	1,623	1,440	1,539	1,294	1,315	1,093	1,205			1,265
	Sun	609	717	591	745	821	854	867	651	679	836			737
25% of Voltran	Wkday	16	14	13	14	16	15	14	14	14	14			14
	Wkday	77,294	75,616	70,045	74,058	75,646	70,297	72,723	70,699	68,499	69,541			72,442
	Sat	51,126	48,411	49,800	49,483	50,215	48,793	47,729	47,622	46,424	48,033			48,770
(all other Links)	Sun	29,606	27,075	25,636	27,472	26,726	28,325	27,414	26,849	27,737	28,689			27,553
	Wkday	81,218	79,608	73,771	78,254	80,206	74,401	77,332	74,914	72,578	73,790			76,607
	Sat	51,858	49,465	51,157	51,106	51,655	50,332	49,023	46,937	47,517	49,298			50,035
Access L YLNK	Sun	30,215	27,792	26,227	28,217	27,547	29,179	28,281	27,500	28,416	28,525			28,280
	Wkday	2,142	2,009	1,927	2,040	2,090	2,112	2,080	1,933	2,032	1,912			2,028
	Sat	754	756	639	656	734	767	759	727	714	686			719
VanPlan	Sun	312	332	438	360	299	332	327	312	278	271			326
	Wkday	647	711	613	583	617	529	572	531	496	494			579
	Sat	136	176	172	105	236	138	118	95	56	98			133
TOTAL L YNX SERVICES	Sun	101	109	161	119	159	89	69	71	70	129			108
	Wkday	84,007	82,328	76,311	80,877	82,913	77,042	79,984	77,378	75,106	76,196			79,214
	Sat	52,748	50,387	51,968	51,867	52,625	51,237	49,900	49,759	48,287	50,082			50,867
Sun	30,628	28,233	26,826	28,696	28,005	29,600	28,677	27,883	28,764	29,925			28,724	

% CHANGE FROM FY 2004 TO FY 2005

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-6.9%	-0.5%	6.9%	10.2%	17.4%	6.0%	24.7%	3.4%	4.3%	17.9%			10.2%
	Sat	-10.6%	20.2%	60.0%	94.6%	89.5%	55.3%	59.0%	71.9%	48.7%	71.4%			64.0%
	Sun	-5.0%	57.6%	37.4%	54.6%	39.9%	6.7%	78.0%	6.9%	37.7%	59.8%			38.0%
25% of Voltran	Wkday	2.7%	20.1%	-6.6%	-2.3%	3.0%	-13.5%	-4.5%	-10.4%	-23.1%	-3.3%			-4.5%
	Wkday	8.3%	9.5%	5.7%	6.0%	5.7%	0.4%	3.6%	-0.6%	-3.8%	2.2%			3.8%
	Sat	12.1%	7.0%	10.4%	12.3%	9.9%	4.8%	3.1%	3.2%	-7.4%	-2.5%			7.5%
Total Fixed Route	Sun	18.3%	14.4%	14.3%	14.2%	5.5%	8.8%	6.3%	2.9%	0.4%	5.1%			6.1%
	Wkday	7.5%	8.9%	5.9%	6.2%	6.3%	0.7%	5.7%	-0.3%	-3.4%	3.0%			4.2%
	Sat	11.7%	7.3%	11.2%	13.8%	11.2%	5.9%	4.1%	4.3%	-6.6%	-1.4%			8.5%
Access L YLNK	Sun	17.8%	15.2%	14.7%	15.0%	6.3%	8.7%	7.6%	3.0%	1.1%	1.6%			6.7%
	Wkday	8.8%	8.5%	10.0%	9.0%	2.3%	0.5%	-2.2%	-7.2%	-7.0%	-8.3%			3.3%
	Sat	11.2%	3.7%	-4.5%	-1.5%	8.6%	4.1%	0.1%	-10.2%	-4.8%	-10.6%			3.5%
VanPlan	Sun	17.7%	5.7%	2.3%	30.4%	-12.8%	7.4%	1.9%	3.0%	-14.5%	-15.0%			2.4%
	Wkday	-24.1%	-4.9%	-7.9%	-16.5%	-21.2%	-13.3%	0.2%	-3.1%	-19.7%	-19.4%			-11.9%
	Sat	41.7%	66.0%	7.5%	-13.9%	59.5%	6.2%	0.0%	18.8%	-58.8%	-5.8%			9.8%
TOTAL L YNX SERVICES	Sun	62.9%	47.3%	96.3%	36.9%	37.1%	-6.3%	-18.8%	-23.3%	-11.4%	-2.3%			12.0%
	Wkday	7.2%	8.8%	6.9%	6.1%	6.9%	0.5%	6.4%	-0.5%	-3.6%	2.5%			4.0%
	Sat	11.8%	7.3%	11.1%	13.5%	11.3%	5.8%	4.0%	4.1%	-6.7%	-1.6%			8.4%
Sun	17.9%	15.2%	14.8%	15.2%	6.2%	8.6%	7.5%	2.9%	0.9%	5.9%			6.7%	

FY 2004

Service Mode	Day	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	AVG DAILY FOR YEAR
LYMMO	Wkday	4,183	3,999	3,472	3,796	3,870	3,859	3,685	4,064	3,897	3,590	3,354	3,446	3,768
	Sat	819	877	848	834	760	991	814	765	735	703	523	590	772
	Sun	641	455	430	482	587	800	487	609	493	523	402	498	534
25% of Voltran	Wkday	15	12	13	15	15	17	14	16	19	15	16	13	15
	Wkday	71,358	69,064	66,263	69,853	71,552	70,035	69,495	71,094	71,220	68,022	69,248	69,993	69,766
	Sat	45,599	45,236	45,115	44,072	45,711	46,551	46,212	46,150	50,160	49,308	35,529	44,577	45,357
(all other Links)	Sun	25,016	23,663	22,432	24,064	25,322	26,043	25,791	26,102	27,618	27,292	26,445	31,894	25,974
	Wkday	75,556	73,075	69,748	73,664	75,437	73,911	73,194	75,174	75,136	71,627	72,818	73,452	73,549
	Sat	46,418	46,113	45,963	44,906	46,471	47,542	47,086	46,915	50,895	50,011	36,052	45,167	46,128
Access L YLNK	Sun	25,657	24,118	22,862	24,546	25,909	26,843	26,278	26,711	28,111	27,815	26,847	32,392	26,507
	Wkday	1,868	1,851	1,752	1,872	2,044	2,101	2,126	2,082	2,184	2,085	1,898	1,618	1,965
	Sat	678	729	669	666	676	737	758	810	750	767	566	534	695
VanPlan	Sun	265	314	428	276	343	309	321	303	325	319	311	308	319
	Wkday	852	748	659	698	783	610	571	548	618	613	641	547	657
	Sat	96	106	160	122	148	130	118	80	136	104	124	130	121
TOTAL L YNX SERVICES	Sun	62	74	82	87	116	85	95	93	79	132	133	116	96
	Wkday	78,376	75,674	72,159	76,234	78,264	76,622	75,991	77,804	77,938	74,325	76,157	75,617	76,172
	Sat	47,192	46,948	46,792	45,694	47,295	48,409	47,962	47,805	51,781	50,892	36,742	46,891	46,944
Sun	26,884	24,506	23,372	24,909	26,368	27,247	26,884	27,107	28,515	28,266	27,291	32,916	26,922	

ROUTE RIDERSHIP REPORT

Link No	Route	FY04 Average Monthly Ridership	May-05	% Change May 05 to June 05	Jun-05	% Change June 05 to July 05	Jul-05	% Change July 04 to July 05	July 05 Change as Compared to FY04 Avg. Monthly Ridership
1	N Orange Ave/Altamonte Mall	18,213	14,372	7.1%	15,387	-0.5%	15,483	-9.1%	-15,10%
2	Colonatown	4,710	2,743	11.0%	3,044	-0.9%	3,076	-3.80%	-35.97%
3	Lake Margaret	18,174	17,185	-4.9%	16,437	-5.9%	15,465	-9.4%	-14.90%
4	South U.S. 441/Kissimmee	143,042	134,965	-0.7%	134,011	5.4%	141,166	-6.7%	-1.30%
5	Lake George/Fort Gallin	5,132	4,909	-11.4%	4,349	-19.4%	3,504	-17.8%	-31.73%
6	Dixie Belle	19,188	18,065	-7.8%	16,650	2.6%	17,083	-9.8%	-10.97%
7	S. Orange Ave./Florida Mall	23,949	24,798	-2.5%	24,168	-3.9%	23,291	-7.3%	-3.00%
8	W. Oak Ridge Rd./Int'l Dr.	143,115	153,256	-4.5%	146,311	1.1%	147,978	1.9%	3.40%
9	N. Orange Ave./Rosemont	29,317	28,542	-4.5%	27,263	-3.7%	26,257	-4.9%	-10.44%
10	East U.S. 192/St. Cloud	20,552	20,555	-2.4%	20,056	-0.8%	19,898	0.1%	-3.18%
11	S. Orange Ave./OIA	36,190	33,570	-0.4%	33,530	1.6%	34,068	-7.8%	-5.86%
12	Buenaventura Lks/Boggy Ck	8,667	7,966	-15.3%	6,746	-29.2%	4,776	-23.7%	-44.89%
13	University of Central Florida	35,177	32,263	-4.0%	30,972	-5.1%	29,380	-14.4%	-16.48%
14	Princeton Street/Plymouth Apts	8,081	6,087	-10.5%	5,445	-7.2%	5,051	-35.4%	-37.50%
15	Curry Ford Rd/V.C.C. East	45,516	47,114	-11.0%	41,936	-0.9%	41,547	-5.4%	-8.12%
16	College Park/The Meadows	12,191	10,850	4.6%	11,141	-3.3%	7,430	-23.5%	-39.05%
17	North U.S. 441/Apopka	51,748	49,273	-2.5%	48,057	-0.1%	48,026	-6.3%	-7.19%
18	S. Orange Ave./Kissimmee	34,941	33,784	-2.5%	32,924	-2.6%	32,076	-15.9%	-8.20%
19	Richmond Heights	27,450	27,338	-8.7%	25,143	-3.1%	24,362	-2.0%	-11.25%
20	Malibu/Pine Hills	59,676	62,229	-4.9%	59,210	-6.1%	55,599	4.5%	-6.83%
200	Volusia Express	328	302	4.6%	316	-6.0%	297	-12.1%	-9.43%
21	Carver Shores/Tangelo Park	70,050	77,928	4.7%	81,588	-2.5%	79,537	2.9%	13.54%
22	Richmond Estates	27,153	24,835	-3.6%	23,944	-10.4%	21,447	-8.8%	-21.01%
23	Winter Park/Forest City	26,778	26,455	-8.0%	24,348	-2.0%	23,867	-9.0%	-10.87%
24	Millenia	7,745	9,208	-3.6%	8,879	3.6%	9,200	6.3%	18.79%
25	Silver Star Rd	69,482	71,521	0.0%	71,518	-3.1%	69,325	5.8%	0.63%
26	Pleasant Hill Rd./Poinciana	14,163	14,889	-12.3%	12,714	4.0%	13,224	4.6%	-6.83%
27	Plant St./Oakland	7,480	7,076	-9.7%	6,393	2.7%	6,563	-11.8%	-12.26%
28	E. Colonial Dr./Azalea Park	40,434	40,283	1.5%	40,887	2.5%	41,896	-3.6%	3.61%
29	E. Colonial Dr./Goldenrod	39,373	39,171	1.1%	39,600	2.1%	40,421	-2.5%	2.66%
30	Colonial Dr. Crosstown	48,215	48,194	-2.2%	47,149	3.5%	48,801	-4.1%	1.22%
300-304	Downtown Disney Direct	13,425	15,730	0.9%	15,873	5.4%	16,732	6.4%	24.63%
Lymno	Lymno	86,301	97,391	-0.9%	96,514	-0.8%	93,271	13.2%	10.91%
32	Union Park/Ethio	4,221	4,101	3.3%	2,197	-11.4%	3,756	-14.1%	-11.03%
33	Midway/Sanford Airport	1,643	2,303	-4.6%	2,197	1.7%	2,234	5.0%	35.94%
34	Sanford/Goldsboro	7,107	6,754	-3.8%	6,496	2.0%	6,029	-25.9%	-13.99%
36	Lake Richmond	23,946	23,607	-8.1%	21,701	-5.5%	20,511	-0.8%	-14.05%
37	Park Promenade Plaza/Florida Mall	51,921	58,658	0.2%	58,803	0.7%	59,227	6.2%	14.07%
38	Downtown Orlando/Int'l Dr.	13,718	14,874	1.0%	15,019	4.6%	15,771	4.5%	14.53%
39	U.S. 17-92/Sanford	36,655	61,842	-8.8%	56,377	2.5%	57,803	-0.6%	2.03%
40	American/Universal Orlando	34,965	34,965	-3.1%	33,889	3.1%	34,947	-19.1%	-3.95%
41	S.R. 436 Crosstown	117,584	122,545	-1.3%	120,992	-2.2%	118,342	-0.4%	0.64%
42	International Dr./OIA	65,827	76,702	-1.0%	75,959	12.5%	85,486	14.3%	29.86%
43	Central Florida Pkwy	11,122	13,980	12.5%	15,722	-9.5%	14,234	22.3%	27.92%
44	Clarcornal/Lakewood	16,955	17,223	3.5%	17,825	-1.7%	14,716	6.4%	-33.31%
45	Lake Mary	2,582	3,732	-8.2%	3,427	0.9%	3,459	4.9%	3.38%
46	W. S.R. 46/Seminole Towne Ctr.	9,814	12,191	-12.7%	10,648	10.4%	11,752	6.9%	19.75%
47	Oviedo	3,970	3,554	14.9%	4,064	-10.3%	3,662	4.3%	-7.76%
48	W. Colonial Dr./Park Promenade	45,110	43,983	-2.4%	42,921	2.3%	43,918	2.4%	-2.64%
49	W. Colonial Dr./Pine Hills	46,402	46,008	-6.4%	44,051	-8.3%	39,472	-3.9%	-14.94%
50	Downtown Orlando/Magic Kingdom	34,962	36,532	14.6%	41,857	8.4%	45,361	-0.3%	29.74%
51	Conway/OIA	31,191	34,523	-5.2%	32,738	-3.3%	31,668	2.9%	1.53%
52	Pine Castle/Tradeport	5,738	5,616	-0.8%	5,571	-6.2%	5,227	8.1%	-9.84%
53	Story Rd./Tilleville	8,318	8,600	9.3%	9,398	-16.4%	7,861	8.0%	-5.50%
54	Old Winter Garden Rd.	13,986	15,030	-5.0%	14,280	-1.9%	14,014	0.7%	0.20%
55	West U.S. 192/Orange Lake	26,477	28,137	6.8%	30,042	4.8%	31,469	-1.9%	18.95%
56	West U.S. 192/Magic Kingdom	28,315	30,470	7.5%	32,757	5.6%	34,593	0.1%	22.17%
57	John Young Pkwy	14,036	13,018	2.8%	13,388	-3.6%	12,901	-12.8%	-8.09%
Unknown	Farebox Errors	17,556	13,044	20.9%	15,766	18.1%	16,626	-31.2%	6.10%
Total		1,892,163	1,934,539	-1.7%	1,901,638	-0.1%	1,900,006	-1.9%	0.4%

Information Item J: Financial Reports

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Monthly Financial Reports

Date: September 22, 2005

For your review, please find attached the Monthly Financial Reports for the ten months ending July 31, 2005. The Monthly Financial Reports for the eleven months ending August 31, 2005 will be provided as a hand-out at the September 22, 2005 Board meeting.

EXECUTIVE SUMMARY REPORT

For the Ten Months ending July 31, 2005

LYNX' Operating Statement indicates total revenue earned year-to-date in the amount of \$69,644,940 and total expenses incurred year-to-date in the amount of \$69,162,657 resulting in an operating profit in the amount of \$482,283 for the ten months ending July 31, 2005. The Fixed Route Services resulted in an operating profit in the amount of \$757,353 for the ten months of operations. ACCESS LYNX' operations resulted in an operating loss in the amount \$(275,070) for the ten months of the fiscal year.

The positive results relate to lower than anticipated cost for LYNX' Fixed Route Services due to *cyclical* trends. Overall, certain expenses will begin to smooth out as the year progresses and LYNX staff have been directed to curtail expenses on discretionary items for the remainder of the fiscal year.

In regard to the ACCESS LYNX program, trips are stabilizing due to the recent fare increase and changes in the Medicaid program policy and procedures. In addition, LYNX staff continues to closely monitor this program to ensure that compliance related to service performance and contract administration is meeting expected objectives.

Although, the implemented changes in the ACCESS LYNX program and other factors are reducing the anticipated deficit. Please note, we are experiencing dramatic increases in our fuel costs this year and we are projecting a \$300,000 deficit for the fiscal year-end.

REPORT ON FINANCIAL OPERATIONS

Ten Months Ending July 31, 2005

Summary

For the period October 1, through July 31, 2005, revenues totaled \$69,640,944 and expenses totaled \$69,162,657, which indicates an excess in the amount of \$482,283 for the ten months of the fiscal year. Listed below are significant facts regarding operations for the ten months of FY 2004-2005:

Revenues

Customer Fares - These fares are generated from fixed route bus operations and the ACCESS LYNX paratransit operations. Revenue is earned through either fares collected directly from customers at the time of boarding or through prepayment by customers participating in various pass and ticket programs offered by LYNX. Revenue earned year-to-date represent 86.13% of the annual budgeted amount, which is above the amount anticipated. In addition, customer fares increased \$1,582,460 or 11.34% as compared to the same period last year. This is primarily due to the significant increase in ridership year-over-year and the fare increase implemented in March 2005.

Contract Services - These are public transportation services provided by LYNX (MV Transportation) as part of both the fixed route operations and the ACCESS LYNX paratransit operations. Contract services provided as part of the fixed route operation are based on a mutually agreed upon service area and related customer fares for each entity. Other entities contracting with LYNX to provide service are billed on a cost per hour basis for each hour or portion of an hour of service provided. Contract services provided as part of the ACCESS LYNX paratransit operations are provided on a cost per trip basis. Revenue earned year-to-date represent 84.73% of the annual budgeted amount, which is above the amount anticipated.

Interest and Other Income - These are revenues earned from interest on cash balances and displaying advertising materials on the outside of buses and other non-transportation type revenue. Revenue earned year-to-date represent 89.84% of the annual budgeted, which is above the amount anticipated. This is due to higher amounts for Shelter Advertising revenue than planned.

Operating Assistance - These revenues consist of funds received from the Federal government, the State of Florida, and local governmental entities located within jurisdictions currently served by LYNX. Revenue earned year-to-date represents 75.57% of the annual budgeted amount, which is below the amount expected. Revenue earned year-to-date indicates an increase in the amount of \$74,080 or .18% as compared to the same period last year. This is primarily due to lower than anticipated revenues/expenses incurred relating to planning projects, specifically the Flex Bus.

Fund Balance - These funds are undesignated excess dollars from prior years that are recorded as deferred revenues until needed to support current year operating expenses. Such funds are included in the budget to support the current year reserves and other operating expenses.

Expenses

Labor - These are expenses incurred for the pay and allowances due employees in exchange for the labor services they render on behalf of the transit system. Expenses incurred year-to-date represent 82.03% of the annual budgeted amount, which is below the target for the *ten months* of this fiscal year.

Fringe Benefits - These are expenses in the form of payments or accruals to others on behalf of an employee and payments or accruals direct to an employee arising from something other than performance. Expenses incurred year-to-date represent 81.49% of the annual budgeted amount, which is below the targeted amount budgeted year-to-date.

Professional Services - These are expenses incurred in the form of labor and other work provided by outside organizations for fees and related expenses. Expenses incurred year-to-date represent 39.75% of the annual budgeted amount. Expenses such as other professional fees pertaining to planning projects are lower than anticipated for the *ten months* of the fiscal year. In addition, expenses for legal fees, contract maintenance, and various promotional and production expenses are less than budgeted. This line item reflects only invoices paid to date, because LYNX does not accrue these expenses on a monthly basis.

Materials and Supplies - These are expenses incurred for the purchase of tangible products obtained from outside suppliers or manufactured internally. Expenses incurred year-to-date represent 104.98% of the annual budgeted amount, which is higher than the amount anticipated for *ten months* of the fiscal year due to significant increases in fuel prices and vehicle repairs and maintenance.

Utilities and Taxes - These are expenses incurred for utilities and for taxes levied by federal, state, and local governments. Expenses incurred year-to-date represent 91.97% of the annual budgeted amount, which is higher than anticipated due to additional utility expenses related to operating the LCS and increased telephone expenses.

Casualty and Liability Insurance Costs - These are expenses incurred that include cost elements covering protection of the system from loss through insurance programs and compensation of others for their losses due to acts for which the transit system is liable. Expenses incurred year-to-date represent 52.41% of the annual budgeted amount.

Purchased Transportation Services - These are expenses incurred in the form of payments or accruals to other transit systems for providing transportation service. Expenses incurred year-to-date represent 85.53% of the annual budgeted amount, which is slightly above the amount anticipated for the *ten months* of the fiscal year due to increases in trips.

Leases and Miscellaneous Expenses - These are expenses incurred for vehicle and facility leases and other miscellaneous expenses. Expenses incurred year-to-date represent 62.10% of the annual budgeted amount, primarily due to significantly lower than anticipated lease expenses, as a result of the ELC amendment relinquishing the 3rd floor.

Interest Expense - These are expenses incurred for amounts charged on general long-term debt. The interest expense relates to the leasing of vehicles for LYNX' Road Rangers Program. Expenses incurred year-to-date represent 27.83% of the annual budgeted amount.

Reserves - The reserves are established as a percentage of the total budgeted operating expenses for the current fiscal year. Such reserves provide a contingency for unanticipated expenses.

LYNX

OPERATING STATEMENT
TEN MONTHS ENDING JULY 31, 2005

	CURRENT MONTH INCURRED	YEAR TO DATE INCURRED	ANNUAL BUDGET	VARIANCE (OVER) OR UNDER	PERCENTAGE OF BUDGET
REVENUES:					
Customer Fares	\$ 1,518,613	\$ 13,954,664	\$ 16,201,286	\$ 2,246,622	86.13%
Contract Services	1,228,082	13,271,576	15,663,060	2,391,484	84.73%
Interest and Other Income	474,310	1,793,341	1,996,154	202,813	89.84%
Operating Assistance:					
Federal	871,885	8,481,223	12,278,039	3,796,816	69.08%
State	818,023	7,825,312	11,370,068	3,544,756	68.82%
Local	2,453,382	24,318,824	30,112,106	5,793,282	80.76%
Fund Balance	-	-	150,000	150,000	-
TOTAL REVENUES	<u>7,364,294</u>	<u>69,644,940</u>	<u>87,770,713</u>	<u>18,125,773</u>	<u>79.35%</u>
EXPENSES:					
Salaries and Wages	2,747,692	26,754,862	32,615,708	5,860,847	82.03%
Fringe Benefits	1,413,672	14,195,989	17,419,487	3,223,498	81.49%
Professional Services	531,101	4,229,995	10,642,670	6,412,675	39.75%
Materials and Supplies	944,268	9,317,943	8,876,100	(441,843)	104.98%
Utilities and Taxes	97,854	955,636	1,039,067	83,431	91.97%
Casualty and Liability Insurance	59,323	776,323	1,481,157	704,834	52.41%
Purchased Transportation Services	1,185,040	11,642,986	13,612,586	1,969,600	85.53%
Leases and Misc. Expenses	109,074	1,284,634	2,068,518	783,884	62.10%
Interest Expense	694	4,291	15,420	11,129	27.83%
Reserves	-	-	-	-	-
TOTAL EXPENSES	<u>7,088,719</u>	<u>69,162,657</u>	<u>87,770,713</u>	<u>18,608,056</u>	<u>78.80%</u>
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	<u>\$ 275,575</u>	<u>\$ 482,283</u>	<u>\$ -</u>		
TEN MONTHS BENCHMARK PERCENTAGE					<u>83.33%</u>

Information Item K: Finance and Administrative Support Report

To: LYNX Board Of Directors

From: Sylvia Mendez
 CHIEF ADMINISTRATIVE OFFICER
Karen Kenning
 (Technical Contact)
Patrick Grimison
 (Technical Contact)
Richard Solimano
 (Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Procurement Activities

Date: 9/22/2005

A. PROCUREMENT ACTIVITIES

The Finance and Administrative Support Department’s responsibilities include procurement of goods and services through a competitive process. The report below lists all current Bids and RFPs with their release date and opening date for FY2005.

RFP/IFB Number	Description	Date Issued	Opening Date	SEC Meeting Date
RFP 05-002R	General Engineer Consultant Arch & Eng. (Re-Issue)	August	September	September
IFB 05-050	Public Time Tables	August	September	None
IFB 05-049	Security Systems for South Street	August	September	September
IFB 05-044	Detroit Diesel Series 50D engines	September	September	None
IFB 05-045	Cummins M11 Diesel engines	September	September	None
IFB 05-046	Allison B400R transmissions	September	September	None
IFB 05-047	ZF 4HP-590 transmissions	September	September	None
IFB 05-038R	Fleet Maintenance Audit	July	August	September
IFB 05-048	Printing of LYNX System Maps	August	September	None

LYNX Board Agenda

IFB 05-056	Printing of LYNX Schedule Books	August	September	None
05-060	12 – Passenger Vans * Piggy Back *	September	September	None

Information Item L: Government Affairs and Communications Report

To: LYNX Board Of Directors

From: Peggy Gies
 INTERIM DIR OF GOVT AFFAIRS
Deborah King
 (Technical Contact)
Tracy Bridges
 (Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Marketing Report

Date: 9/22/2005

BUS ADVERTISING / SALES

	LYNX Contracts	Culver Contracts	Contracts FYTD
Advertising Sales Revenue	86,933	N/A	1,114,598
Admin Fee to Culver Amherst @ 40%	N/A	N/A	108,768
Net Revenue to Lynx Per Agreement	86,933	N/A	1,005,830

BUSINESS RELATIONS

Commuter Choice Transportation Programs

Activity	CCP Performance	
Carpool/Vanpool Inquires	Phone: 158 Internet: 73	
Carpool/Vanpool Transit Letters & Matches	Letters: 93 Matches: 22	
Number of Commuter Choice Vanpool Participants	640	<u>Total Revenue Miles YTD</u> 655,583
Vanpools	New: 2 Returned: 0	<u>Current Vans In Service</u> 34

LYNX Board Agenda

Pending Vanpool Interest	Healthy Families Orange Labor Finders Veterans Administration MMI Cypress Pointe US Air NAVAIR Lockheed Martin Kennedy Space Center Disney Universal Orange Lake Summer Bay Disney Gaylord Palms Sea World Bell South Orange County Clerk of Courts Sheraton Studio City	
Number of Employers Contacted	200	
Number of Employees Contacted	200	
Employer Program Presentations	Cypress Pointe Loews Hotels Primerica Gaylord Palms Kelmin Products Portofino Bay Veterans Administration	
Employee Vanpool Presentations	Orange County Clerk of the Courts (50) Cypress Pointe (50) Veterans Administration (100)	<u>Total Participants</u> 200
Other Business Presentations/Meetings	Apopka Chamber Luncheon (75)	<u>Total Participants</u> 75

New Vanpools

Business Relations added the following new vanpool clients:

Primerica
Kennedy Space Center

Bus Pass Consignment

LYNX added the following new consignors:

Retail Consignors

West Oaks Mall
Bravo Supermarkets

Employer Agreements

Portofino Bay Hotel (Loews Hotels)

Business Relations Events

Apopka Chamber of Commerce Membership Luncheon-

CEO Linda Watson spoke on behalf of LYNX at the Apopka Chamber of Commerce monthly luncheon, which was sponsored by LYNX and the Orlando – Orange County Expressway Authority. This sponsorship led to several leads and to the addition of a new bus pass consignor.

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 program and “How To Ride” presentations.

The **Call Center** received 25,558 with an average call–wait time of time of :32 (thirty-two seconds).

The **Sales & Information** section serviced 27,027 customers through fixed route inquiries and sales. LYNX fare media sales were \$152,231.

Customer Services responded to 617 Internet inquiries and assisted over 5,028 riders and non-riders through “How To Ride” presentations.

The **Customer Relations** section assisted 3,001 customers by telephone, fax and one-on-one. Customer Relations documented:

- 357 concerns/suggestions for fixed route
- 63 compliments for fixed route
- 301 concerns/suggestions for paratransit
- 12 compliments for paratransit

The **Lost & Found** section recovered 477 items.
 28.51% of recovered items were returned to owners.
 59 Advantage ID’s were issued.

The **Eligibility** section received 669 Paratransit applications.

MARKETING

Jobs Opened/Completed

Jobs Opened	Jobs Completed	Jobs Opened FYTD	Jobs Completed FYTD
15	11	166	170

Media Report

Television	Spots	Value
Telemundo	62	5,790

Radio	Spots	Value
WPYO – Power 95	44	5,000

LYNX Board Agenda

WLOQ 103	45	5,000
WDBO	25	1,920
WMMO	19	2,500
MIX 105	62	5,000
WOCL – O’Rock	60	6,250
WJHM – JAMZ	56	5,020
WWKA – K92	29	3,100
MAGIC 107	34	5,000
WHTQ	20	2,780

Website Usage

Average Hits per Day	60,346
Average Users per Day	2,349
Average Hits per User	25.69
Average Time Spent on Site	11 min. 01 sec.
Approximate Visits per User	2.68

Total Page Hits	459,965
Total User Visits	72,812
Total Unique IP (visits)	27,133

Marketing Activities

Dr. Phillips Rotary Club

Lynx gave a presentation to approximately 50 Rotarians regarding our Veterans buses with specific emphasis on our partnership with the Library of Congress’ Veteran’s History Project.

Tuskegee Airmen

Lynx provided three buses to transport 125 of the Original Tuskegee Airmen and their families to Fantasy of Flight to revisit the WWII airplanes they once flew. Orlando City Commissioner Daisy Lynum commended Lynx for its work with veterans and for their “recognition of the contribution of the Tuskegee Airmen to not only black history, but to American history”. Other area dignitaries attending the event were Orange County Commissioner Homer Hartage, State Representative Bruce Antone and Commissioner Ernest Page. The Airmen took group pictures in front of the bus and have requested pictures of the bus that will be placed in the National Museum that is slated to begin construction in 2006.

Fun Friday

Another successful Fun Friday at LCS! Disney Human Resources sponsored the live music for this event and was pleased with the results of the recruiting efforts they received that day. They have expressed interest in sponsoring the events in September and October.

Information Item M: Planning Division Report

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Lachant Barnett
(Technical Contact)
Glen Waters
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Planning Report

Date: 9/22/2005

The project updates listed below provide an overview of current planning efforts at LYNX. Projects may be added or deleted pending activities scheduled.

STRATEGIC PLANNING

Comprehensive Operations Analysis (COA)

In March of this year the LYNX Board approved a contract to Manuel Padron & Associates, Inc. for the COA study. The COA will ultimately provide fixed route bus service recommendations for the near-term (1-3 years), short-term (4-5 years), and long-term (10-15 years).

The Geographic Information Systems (GIS)-based analysis is proceeding based on the on-board survey Origin and Destination information.

Staff has received and is currently reviewing, Draft Technical Memorandum #1 “Staff and Public Input” and the draft Technical Memorandum #2, “Summary of Existing Data” from the consultant.

Two additional Technical Memorandums are nearing completion, for the Ridecheck Results and the On-Board Survey Results. After these Memorandums are completed a project status update will be presented to the Board.

Service Development Grants

The Florida Department of Transportation (FDOT) has announced that it will fund three of the five projects submitted by LYNX staff: the Alafaya Circulator near UCF, the Lake County

Express from Clermont to Downtown Orlando, and the Link 55 extension into Lake County. The grant funds will be awarded from FDOT's funding cycle in fiscal year 2007 beginning on July 1, 2006. FDOT's funding level is 50% of operating and maintenance costs for the first two years of service, with a 50% local match required. After the first two years of operations, the service would be 100% funded by local jurisdictions. Service Development Grants are intended to help grow new services such as these. Capital costs for buses are not included in the grant award; however, staff is reviewing other opportunities for grant funding to cover the 10 additional buses these projects will require.

Customer Amenities

Site plans have been completed on the two Azalea Park shelters and the next step is installation.

The Apopka Superstop construction continues to progress on or ahead of schedule. On August 16, 2005 a tour of the Apopka Superstop construction site was held in Mayor Land's honor for his support of transit.

Staff is coordinating with the City of Orlando to take over ownership of six shelters and eight shelter pads on Mercy Drive. Currently, the shelters are being inspected and once completed License Agreements will be entered into with the City.

Spencer Fabrication has agreed to manufacture twenty additional shelters at the current negotiated rate. This will allow LYNX to proceed with increasing the number of shelters available to passengers without delays due to negotiating contract rates.

The City of Orlando in partnership with the Florida Department of Transportation (FDOT) and Orange County Government will complete the installation of sixteen bus shelters along S.R. 436. The shelters are being placed near apartment complexes, school and commercial interest to both accommodate passengers and protect LYNX customers from inclement weather. Installation of all sixteen shelters is estimated for completion September 11, 2005. Staff will continue coordination with the City throughout the installation process to ensure that as shelters are completed operators are informed so they can board and alight passengers at these locations.

Developments of Regional Impact (DRI)/Major Roadway Project Development & Environment (PD&E) studies

Staff attended a public meeting, reviewed plans and provided comments for the John Young Parkway Engineering Study from SR528 to the Florida Turnpike Bridge. Written comments were provided to the Regional Planning Council on Westlake Cove and Green Island Developments of Regional Impact in Osceola County. Staff also attended a meeting regarding the Moss Park Development.

LYNX/School Bus Coordination Study

The contract has been executed for the LYNX/School Bus Coordination Study and the first meeting will be held at METROPLAN on September 12, 2005. LYNX staff will continue to assist METROPLAN in this effort.

Lake/Sumter MPO Coordination

Staff attended a public workshop on August 19, 2005 to discuss the 2025 Long Range Plan for the Lake-Sumter MPO. While the majority of the comments supported the construction of roadways, residents were supportive of transit as a component of the plan. After discussions, the MPO decided on a split of their Surface Transportation Program (STP) funds similar to that of METROPLAN ORLANDO. Staff will continue to monitor development and MPO actions in Lake County for coordination of regional transit services.

SERVICE PLANNING & SCHEDULING

Fuel Shortfall

Service Planning has been working with Transportation staff to develop a contingency service plan in the event of fuel shortages/rationing. Based on the severity of the fuel shortage, the first tier of service reductions would be to curtail weekday service to Saturday service levels. If more severe cuts were required, all service would be reduced to Sunday/holiday levels, seven days a week. Using pre-defined service levels provides the simplest means of communicating service reductions to our customers. It also allows Operations staff to react quickly as all run cuts, headway sheets, driver paddles, etc. are ready for implementation. Maintenance would also be in a better position to ration fuel, as they are already aware of the various consumption rates for weekday, Saturday and Sunday/holiday service levels.

Osceola Parkway Wal-Mart Supercenter

Construction near the entrance of the Wal-Mart Supercenter has made this area difficult for our buses to navigate. Staff has met with the store's management and conducted a site visit. A change in routing is being recommended that will move the stop to the side east of the Wal-Mart Supercenter building. This change will not impact the schedule and will improve passenger, pedestrian and driver safety, as the stop will no longer be located in such a congested area. The change took effect on Tuesday, September 5.

Information Item N: ACCESS LYNX Operations Report

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Paratransit Operations Report

Date: 9/22/2005

Ridership Information

There were 56,084 trips booked in August 2005. Of the 56,084 trips scheduled to operate, 10,077 (17.97%) were cancelled and 1,984 (3.54%) were classified as “no-shows.” The number of billable trips provided by Paratransit Operations in August 2005 was 46,094 (78.49% of the total trips booked), with an additional 3,005 trips provided to Personal Care Attendants/Escorts/Companions.

The total number of billable trips provided by the coordinated system for the fiscal year to date is 494,953, with an additional 35,278 trips provided to Personal Care Attendants/Escorts/Companions. These trips were provided to customers who are elderly, transportation disadvantaged, or disabled.

In fiscal year 2005, we have budgeted 42,461 billable trips per month. We have exceeded our budgeted billable trip level by approximately 8.5% in August 2005. Year-to-date, we are over our budgeted billable trip level by approximately 5.9%.

A rolling 13-month report is provided to compare service today to service a year ago. The final column shows percentage of change from August 2004 to August 2005.

MONTHLY PARATRANSIT STATISTICAL BREAKDOWNS

Category	August 2004	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005	July 2005	August 2005	2004 to 2005 Difference
Commendations	3	2	3	6	18	11	9	17	16	16	7	11	19	533.33%
Customer Service	9	4	12	11	24	23	14	23	20	15	10	15	28	211.11%
Discourtesy	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Drivers and Driving	60	50	57	39	28	49	40	53	38	36	41	29	60	0.00%
Equipment	4	2	6	1	3	3	3	5	1	6	4	6	5	25.00%
Passenger	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Risk Management	2	1	2	1	3	1	1	2	3	2	3	0	0	-100.00%
Scheduling	4	3	14	5	5	14	13	7	9	6	5	4	8	100.00%
Other	2	1	1	2	2	3	4	7	2	2	3	0	7	250.00%
Timeliness	114	87	170	127	93	153	247	267	233	202	153	215	230	101.75%
Total Concerns	195	148	262	186	158	246	322	364	306	269	219	269	338	73.33%
Total Reservations Accepted	56,239	53,630	57,012	57,534	60,287	56,565	54,023	61,617	56,835	59,307	56,403	53,593	56,084	-0.28%
Concerns per 1,000 Trips *	3.47	2.76	4.60	3.23	2.62	4.35	5.96	5.91	5.38	4.54	3.88	5.02	6.03	73.81%
No-Shows	2,283	2,214	2,300	2,025	2,190	1,908	1,809	2,253	1,901	2,598	1,996	1,995	1,984	-13.10%
Cancellations & Sub. Changes	11,769	15,219	8,354	10,433	13,186	10,184	9,470	10,233	9,504	12,864	9,344	9,770	10,077	-14.38%
Completed Trips	42,187	36,197	46,358	45,076	44,911	44,473	42,744	49,131	45,430	43,845	45,063	41,828	44,023	4.35%
No-Show Rate	4.06%	4.13%	4.03%	3.52%	3.63%	3.37%	3.35%	3.66%	3.34%	4.38%	3.54%	3.72%	3.54%	-12.86%
Cancellation Rate	20.93%	28.38%	14.65%	18.13%	21.87%	18.00%	17.53%	16.61%	16.72%	21.69%	16.57%	18.23%	17.97%	-14.14%
Completed Trips	75.01%	67.49%	81.31%	78.36%	74.50%	78.62%	79.12%	79.74%	79.93%	73.93%	79.89%	78.05%	78.49%	4.64%
ADA	18,342	14,749	21,446	20,359	20,279	20,592	19,908	22,346	20,118	18,962	19,471	18,109	19,818	8.05%
TD	4,877	4,604	5,348	5,616	5,911	5,906	5,744	6,848	6,366	6,185	6,154	5,951	6,591	35.14%
Medicaid	13,613	11,601	14,461	13,903	13,761	13,129	12,157	13,774	13,004	12,946	13,647	12,804	14,185	4.20%
Coordinated Medicaid	8,517	7,879	8,774	8,476	8,441	8,077	7,876	9,690	9,036	8,581	9,105	7,828	8,505	-0.14%
Other	12	0	7	2	2	0	0	16	0	8	0	8	0	-100.00%
Ambulatory Passengers	30,518	26,380	33,838	32,398	32,056	32,138	30,902	35,417	32,454	31,172	32,394	29,476	32,199	5.51%
Wheelchair Passengers	10,629	8,828	11,333	11,515	11,675	11,318	10,868	12,689	12,016	11,784	11,708	11,317	12,767	20.11%
Stretcher Passengers	1,040	989	1,187	1,163	1,180	1,017	974	1,025	960	889	961	1,035	1,128	8.46%
Escort/Attendant Passengers	3,174	2,636	3,678	3,280	3,483	3,231	2,941	3,543	3,094	2,837	3,314	2,872	3,005	-5.32%
Average Call Hold Time *	2:20	1:41	2:57	3:02	2:12	2:36	2:31	2:35	3:30	2:44	2:08	2:09	2:32	8.57%
On Time Performance *	82%	88%	84%	83%	89%	91%	87%	89%	90%	91%	87%	86%	82%	0.39%
Productivity (Passengers/Hour)	1.28	1.19	1.29	1.29	1.21	1.39	1.24	1.28	1.33	1.32	1.38	1.32	1.45	13.28%

Estimated based on information available at the time of report compilation

* System Standards: Concerns per 1,000 Trips - Less than 1.0 Exceeds Standards; 1.0 to 2.0 Meets Standards
 Average Call Hold Time - 2:00 or less Exceeds Standards; 2:01 to 3:00 Meets Standards
 On Time Performance - More than 96% Exceeds Standards; 94% to 95.9% Meets Standards

Information Item O: LYNX Central Station and New Operating Base Report

To: LYNX Board Of Directors

From: **Ellisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Allan Lemaux
(Technical Contact)
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: LYNX Central Station and new LYNX Operations Center Update

Date: 9/22/2005

Project Update

The current capital projects underway are:
LYNX Central Station
LYNX Operations Center

LYNX Central Station

Summary:

This project is on a 4.4-acre site bordered on the west side by Garland Avenue, the north by Amelia Street and the south by Livingston Street. It consists of (24) bus bays, a terminal with waiting area, ticketing and retail space. The north end of the terminal has a six-story office tower.

The Certificate of Occupancy was received on November 12, 2004. Bus Operations at the LCS facility began on November 14, 2004.

The Board approved the retail space build-out at the December 2004 meeting. The lease for this space will be completed upon the delivery of the phase one design document that will be part of the lease agreement. The lease agreement is being finalized.

Construction documents for the retail space are being modified to address the first round of comments by the City of Orlando Permitting Department. Re-submittal of the documents will be next week. Construction will be procured via a change order to the Collage Company. This work will start upon receipt of a building permit.

There are two construction packages of drawings and specifications being developed concurrently for the retail space build-out. One construction package is the completion of the

existing structure (the shell package). The shell package consists of installing the necessary plumbing (floor drains, water piping, and restroom); bringing electrical power to the retail space; placing the concrete floor, installing a hood, and other items that may be required by the City of Orlando Permitting Department. LYNX is financing the construction of this package.

The second construction package is the completion of the interior furnishings such as the counter, seating arrangement, and other items that may be required by the City of Orlando Permitting Department. The tenant is providing the cost for the construction of this package. As changes are made to the shell documents, the tenant build-out documents will be changed. Submittal of the final tenant build-out documents is anticipated within two weeks of the final approval of the shell documents.

(LOC) LYNX Operations Center

Summary:

This project includes an operations base and a maintenance facility on 24.1 acres along LYNX Lane, a roadway project which is complete.

Maintenance Building (Building “A”) - Pre-engineered metal building. Current construction status is as follows:

- 100% of the concrete floor has been placed.
- Interior and exterior masonry walls are being installed.
- Phase three of the maintenance building has been given to the contractor for construction.

Administration Building (Building “B”) – Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- 75% of the concrete wall panels have been poured.
- The remaining 25% of the wall panels are being prepared to casting.

Pre-wash/Fueling/Wash Facilities (Building “C”) - Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- Concrete wall panels have been raised and set.
- The structural steel framing has been erected.

Fuel Storage Facility (Building “D”) - Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- Concrete wall panels have been raised and set.
- The structural steel framing has been erected.

Canopy Building (Building “E”) – Pre-engineering metal building. Current construction status is as follows:

- No activities to report.

LYNX Board Agenda

Budget:

The original budget was \$39.4M. The project has been value engineered and some scope removed to get to the \$33.8M phase one budget amount.

LOC Schedule:

Issue IFB	September 15, 2003
Due Date for Bids	November 19, 2003
LYNX Board Approval-Construction	January 22, 2004
Construction Start	May 2004
Receipt of Building permit	August 2004
Construction Completion	August 2006
Facility Start-up	September 2006
Grand Opening	October 2006

Information Item P: Employee Travel Report

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
Carol Frahn
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Employee Travel from late August through September

Date: 9/22/2005

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE Departure and Return	COMPANY COST
Glen Waters, Planning Division	Minneapolis, MN	APTA Intermodal Operations Planning Workshop	8/2 – 8/6/05	\$1,434.58
Doug Jamison, Planning Division	Washington, DC	ITS & BRT Assessment Tool: User Group Meeting	8/30 – 8/31/05	Paid by ITSA
Fred Rice, Finance	Atlanta, GA	Ceridian Class	8/13 – 8/16/05	\$1,098.90
William Zielonka, Operations	Daytona, FL	CUTR Class at VOTRAN	9/1 – 9/2/05	\$50.00
William Zielonka, Operations	Orange Co. Convention Center	National Safety Council Congress	9/19 – 9/22/05	\$490.00
Sylvia Mendez, Administration	Dallas, TX	Annual APTA Conference	9/23 – 9/28/05	\$1,617.62
Linda S. Watson Executive	Dallas, TX	Annual APTA Conference	9/24 – 9/27/05	\$1,477.00
Linda S. Watson Executive	Washington, DC	Meet w/Federal legislators & lobbyist	9/27 – 9/29/05	\$595.20
J. Marsh McLawhorn Government Affairs	Dallas, TX	Annual APTA Conference	9/24 – 9/27/05	\$1,479.10
J. Marsh McLawhorn Government Affairs	Washington, DC	Meet w/Federal legislators & lobbyist	9/27 – 9/29/05	\$746.00
Edward Johnson Executive	Dallas, TX	Annual APTA Conference	9/24 – 9/29/05	\$1,964.65

LYNX Board Agenda

Jerry Ballard, Operations	Daytona Beach, FL	Florida Association of Governmental Fleet Adm. Seminar	9/21 – 9/23/05	\$257.00
Lisa Darnall, Operations	Dallas, TX	APTA International Bus Roadeo	9/22 – 9/27/05	\$1,162.00
Joe Cheney, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/28/05	\$1,423.00
Pablo Perez, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,384.00
Glen Chowtee, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,159.00
Gail Stewart, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,159.00
Hemo Harnanan, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,384.00
Pat D'Amico, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,384.00
Fernando Polanco, Operations	Dallas, TX	International Bus Roadeo	9/22 – 9/26/05	\$1,384.00
Total:				\$21,649.10

Information Item Q: Rail Update

To: LYNX Board Of Directors

From: **Elisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Rail Progress Reports for August 2005

Date: 9/22/2005

The progress reports submitted by the Florida Department of Transportation for the month of August 2005 are attached for review.



Production Meeting Summary

August 2005

Project ID Number: 408409
Description: Flex Bus
Project Manager: Young
Project Consultant: TranSystems (formerly Multisystems, Inc.)

Current Activities:

Right of Way agents beginning initial contacts with property owners.
Preparing contract documents for design services.

Upcoming Activities:

Start Final Design

Schedule Status:

None

Project Issues:

None



Production Meeting Summary

August 2005

Project ID Number: 412994
Description: North/South Commuter Corridor Environmental Assessment

Project Manager: Olore
Project Consultant: Earth Tech

Current Activities:

- Met with Florida Hospital August 1, 2005 to discuss project.
- Presented project information to METROPLAN Orlando MAC August 4, 2005.
- Met with Winter Park Rotary Club August 8, 2005 to discuss project.
- Met with Winter Park Commission August 8, 2005 to discuss project.
- Met with Maitland Rotary Club August 9, 2005 to discuss project.
- Met with Orange County Commission August 9, 2005 to discuss project.
- Met with City of Kissimmee Commission August 9, 2005 to discuss project.
- Met with LYNX August 11, 2005 to discuss project.
- Met with VoTran August 11, 2005 to discuss project.
- Met with McCree Industries August 15, 2005 to discuss project.
- Met with FTA August 16 and 17, 2005 to discuss project.
- Met with Maitland City Council August 22, 2005 to discuss project.
- Met with Woman League of Voters August 23, 2005.
- Met with ASCE August 25, 2005.
- Additional aerial photography being developed.
- Traffic data obtained and being analyzed.
- Began running simulations of various operating plans to optimize service.
- Developing Vehicle Storage/Maintenance Facility schematic design.
- Developing concept plans and track charts.
- Submitted Request for PE Documentation to FTA.
- Class of Action Determination being reviewed by TRT.
- Cultural Resource Assessment Survey being reviewed by TRT.
- Developing Interlocal Agreement.
- Schematic Maintenance of Traffic plans being reviewed.
- Continued development of Financial Model.
- Continued analysis of environmental impacts.

Upcoming Activities:

- Prepare information for Request to Enter Preliminary Engineering.
- Begin preparing Environmental Assessment.
- Preparing Engineering Documentation

Schedule Status:

- EA to be finalized in Fall 2005.

Project Issues:

None



Production Meeting Summary

August 2005

Project ID Number: 415235-1-12-01
Description: I-Drive Local Circulator Alternatives/Technology Assessment

Project Manager: Olore
Project Consultant: Wilbur Smith Associates

Current Activities:

- Draft Final Comments and Coordination Report submitted to FDOT.
- Draft Final Alternatives Evaluation Report submitted to FDOT.

Upcoming Activities:

- Project Closeout

Schedule Status:

- Completion of study is anticipated in September 2005.

Project Issues:

None



Production Meeting Summary

August 2005

Project ID Number: 415349-1-22-01
Description: OIA Intermodal Center
Project Manager: Percival
Project Consultant: HNTB

Current Activities:

- Final EA sent to FTA for review and comment.
- 30% Plans submitted for review and comment.

Upcoming Activities:

- Final PER
- Public Hearing for PD&E

Financial Status:

- Monies for project encumbered.

Schedule Status:

- Completion of PD&E study is anticipated in September 2005.

Project Issues:

None



Production Meeting Summary

August 2005

Project ID Number: 415236-1-12-01
Description: OIA Connector Alternatives Analysis
Project Manager: Olore
Project Consultant: EarthTech

Current Activities:

- Project Closeout.

Upcoming Activities:

- None.

Financial Status:

- Money for the project has been encumbered.

Schedule Status:

- Completion of study is anticipated in September 2005.

Project Issues:

None

Information Item R: Federal Lobbyist's Activity Report

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Federal Lobbyist's Activity Report for August 2005

Date: 9/22/2005

Congress was in recess for the entire month of August, and very little legislative work was done. However, on August 10, 2005, the President signed into law SAFETEA-LU, the multi-year surface transportation bill. As previously reported, the bill included 3 earmarks for LYNX that total \$9,096,400.

With the successful completion of the Highway bill, activities in August focused on the FY2006 Transportation/Treasury/HUD Appropriations bill. The House version of the bill, which has passed the House, does not include any earmarks. The Senate version of the bill, which has been reported out of the Senate Appropriations Committee but has not passed on the floor, does include earmarks. The Senate bill includes \$3 million for LYNX bus fleet expansion.

The goal, at a minimum, is to maintain the Senate funding level when the bill goes to conference. Ideally, the level of funding for LYNX will increase when the House members add their projects in conference. To that end, Rick Spees maintained contact with the staff of the LYNX Congressional delegation and also recommended that Linda Watson and J. Marsh McLawhorn visit Washington to meet with members of the delegation to further push this agenda. This trip is currently scheduled for September 28.

During the month, Senator Nelson's staff member with responsibility over appropriations matters, Kim Luckey, left the Senator's office. The new person designated on the Senator's staff for appropriations projects is Susie Perez.

In September the Senate may pass the Transportation Appropriations bill, and when that occurs, we will be actively involved as the bill goes to conference.