




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

## 1. Call to Order & Pledge of Allegiance

## 2. Approval of Minutes

-  Minutes from the May 22, 2014 Board of Directors' Meeting Pg 4

## 3. Recognition

- Service Awards 20 Years: James Queen, Bus Operator; Wayne Davis, Bus Operator. Service Awards 25 Years: Thomas Lapins, Bus Operator; Valentin Tarrats, Bus Operator.






## 4. Public Comments

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





## 5. Chief Executive Officer's Report

## 6. Consent Agenda

### A. Award Contracts

- i.  Authorization to Issue Coordination Agreements to One Medicaid Compensable and Multiple Non-Compensable Human Services Agencies Pg 14
- ii.  Authorization to Award a Contract to VRide Pg 16
- iii.  Authorization to Award Contracts for Tort Liability Legal Services Pg 18
- iv.  Authorization to Award a Contract for Workers' Compensation Legal Services Pg 20
- v.  Authorization to Award a Contract to DoubleMap, Inc. for the Purchase of a Software and Hardware Solution for Use in "FlexBus" Service, to be Provided by the Cities of Altamonte Springs, Casselberry, Longwood, and Maitland Pg 22











### B. Extension of Contracts

- i.  Authorization to Amend Contract #11-C06 (Website Hosting and Design) with Just Program, LLC d/b/a Solodev to Incorporate Hosting and Design Services for BRT Project Website into the Current Contract and to Execute the Second Option Year Pg 25
- ii.  Authorization to Ratify the Second Renewal Year of Contract with State Farm Mutual Automobile Insurance Company for Advertising Under the Road Ranger Contract Pg 27
- iii.  Authorization to Execute the Second Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc. for Bus Stop Lawn Maintenance and Trash Removal Pg 29
- iv.  Authorization to Execute the Second Option Year of Agreement #13-A62 for CorVel Workers' Compensation Third Party Administrator (TPA) Pg 31
- v. Authorization to Execute the Fourth Option Year of Contract #10-C28 with TJ's Quality Construction Clean-Up, LLC. for the Pressure Washing and Steam Cleaning of LYNX Bus Pg 32












Shelters



C. Miscellaneous

- i.  Authorization to Increase the Amount of the First Option Year of Contract #11-C12 with AECOM for Non-Grant Funded Projects Pg 34
- ii.  Ratification of an Increase of \$4,350 to Purchase Order #1301404 with Don Wood, Inc. for Emergency Improvements Associated with Diesel Bus Fueling Station at the Osceola Satellite Facility and Authorization of an Additional \$25,000 in Contingency Funding for Potential Additional Work Pg 36
- iii.  Authorization to Renew the Lease Agreement with the Florida Department of Transportation (FDOT) for the Use of FDOT's Vacant Property at the Intersection of Amelia Street and Garland Avenue Pg 38
- iv.  Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for Bus and Bus Facilities Program: Ladders of Opportunity Pg 39
- v.  Authorization to Increase the Not-To-Exceed Amounts of Contract #10-C21 for the Neighborhood Flex Route Services Contracts and Amend the FY2014 Amended Operating Budget Pg 41
- vi.  Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02 for Paratransit Services Pg 43
- vii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 46
- viii.  Authorization to Modify Joint Project Agreement (JPA) between LYNX and the Orlando Utilities Commission (OUC) for the Parramore BRT Project to Include Cost of Work to be Completed Pg 48
- Attachments 
- ix.  Authorization to Negotiate and Amend the Interlocal Agreement between LYNX and the City of Orlando for the Parramore BRT Project Pg 70

7. Action Agenda

- A.  Authorization to Amend the FY2014 Service Funding Agreement with Orange County Pg 72
- Attachments 
- B.  Authorization to Amend the FY2014 Service Funding Agreement with Lake County Pg 96
- Attachments 
- C.  Authorization to Extend an Interlocal Agreement with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing Pg 100
- D.  Authorization to Extend a Joint Participation Agreement (JPA) for Feeder Bus Service with Florida Department of Transportation (FDOT) for SunRail Pg 102
- E.  Authorization to Implement the August 24, 2014 Proposed Service Changes Pg 104
- Attachments 
- F.  Authorization to Initiate Public Outreach Process for Fiscal Year 2015 Proposed Service Changes Pg 108

## 8. Work Session

- A.  Overview of American Bus Benchmarking Group (ABBG) FY2012 Annual Report Pg 110  
-Attachments 

## 9. Other Business

## 10. Monthly Reports

- A.  Monthly Financial Reports - June 30, 2014 Pg 125  
-Attachments 
- B.  Monthly Financial Reports - May 31, 2014 Pg 132  
-Attachments 
- C.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 139
- D.  Ridership Report: October 2013 - May 2014 (Final) and June 2014 (Preliminary) Pg 140
- E.  Planning and Development Report Pg 149
- F.  Communications Report Pg 152
- G.  Government Relations Report Pg 162
- H.  Business Development Report Pg 166
- I.  Monthly Employee Travel - July 2014 Pg 168
- J.  Monthly Employee Travel - June 2014 Pg 169

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

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

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

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

**DATE:** May 22, 2014

**TIME:** 1:03 p.m.

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**Members in Attendance:**

City of Orlando, Mayor Buddy Dyer, Chairman  
Orange County, Mayor Teresa Jacobs, Secretary  
Osceola County Commissioner, Frank Attkisson, Vice Chairman

**Members Absent:**

FDOT District 5 Secretary, Noranne Downs  
Seminole County Commissioner, Carlton Henley

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

The Chairman, Mayor Buddy Dyer, called the meeting to order at 1:03 p.m. Chairman Dyer asked Mayor Teresa Jacobs to lead the Pledge of Allegiance.

**2. Approval of Minutes**

**Motion** was made and seconded to approve the Minutes of the March 27, 2014 Board of Directors. The Motion passed unanimously.

**Motion** was made and seconded to approve the Minutes of the April 11, 2014 Board of Directors. The Motion passed unanimously.

**3. Recognition**

The Chairman recognized Donna Tefertiller, Director of Human Resources, to present LYNX' employee recognitions.

**20 Years of Service:**

Alejandro Hernandez, Bus Operator  
Anna Cole, Bus Operator  
David Mcleod, Bus Operator  
Norbert Barrios, Bus Operator



Rafael Lopez, Transportation Supervisor  
Edward Jones, Transportation Supervisor  
Jose Alicea, Transportation Supervisor  
George Penvose, Maintenance Supervisor – Body Shop

**25 Years of Service:**

Bryan Young, Technician A

The Chairman recognized Tangee Mobley, Director of Transportation & Maintenance to acknowledge LYNX' State and International Roadeo Team:

Moises Reina, Bus Operator  
Christopher Balroop, Mechanic  
Harryram Mootoo, Mechanic  
Radu Solomon, Mechanic

Team Coaches:

Gail Stewart, Bus Operators  
Hemo Harnanan, Mechanics

**4. Public Comments**

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends.

Elan Jackson addressed the Board to recognize John Lewis for his community engagement.

Margo Wright addressed the Board to suggest that LINK 51 provide later service to the Orlando International Airport.

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

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis noted that LYNX' individual schedules has been ongoing effort that was a result of the Strategic Plan and Transit Development Plan. These gave direction how to better provide information to LYNX customers. The new schedules provide a cluster of routes that serve the same locations. LYNX' staff is working on a tutorial that will be on the golynx.com website and provide a step by step to read and use them.

The community is excited about the strong start of SunRail. Ridership from the first day of revenue service was almost at the first year projections. Public transit is being embraced by all modes by Central Floridians. LYNX continues to coordinate with SunRail on bus connectivity and seamless transfers of passengers from train to bus and bus to train. Fare media continues to be a challenge for both SunRail and LYNX and both are working with the vendor, ACS/Xerox. As a priority, the vendor is focused on SunRail's issues but will then work on LYNX' concerns

about the ticket validators. Until then, LYNX has a back-up plan that allows SunRail riders to transfer freely from LYNX service if they show their SunRail pass.

LYNX is proud of the Rodeo team. In the last three years, LYNX has had a First Place Operator and now a Second Place Mechanic. All transit systems in North America compete. Not only does LYNX compete, it beats teams from the bigger systems of New York, Chicago, and San Francisco.

Mr. Lewis recognized LYNX' Procurement Department for receiving the Florida Association of Public Procurement Officials Award for Excellence in Procurement Practices.

Mr. Lewis noted that staff will present a recommendation on an exciting Public-Private Partnership opportunity. LYNX is currently the only transit agency in the nation that blends bio-fuel. The investment shows LYNX' commitment to being good financial and environmental stewards.

LYNX' Board of Directors authorized staff to begin hedging fuel purchases two years ago. This has not only brought stability to the budget but also realized a significant financial savings. Through the second quarter of this year, LYNX has saved \$163,000 as a result of the fuel hedging program. Staff has locked in 88% of the fuel purchases through the next fiscal year at a level that is below the current market rate.

Mr. Lewis reported that LYNX is in a strong financial position this year when comparing budget expectations to actual expenditures and revenues. LYNX is evaluating its Reserves. The Audit Committee had conversation earlier about appropriate actions, allocations, and budgetary savings in relation to LYNX' Funding Partners. The Audit Committee will continue to have conversation and bring recommendations as needed to the Board.

Mr. Lewis noted that staff is requesting the Board consider adding two Blue Sheet items to the Agenda:

- 1) Consent Agenda Item 6.C.xviii is a change from authorization of a grant submission to ratification. LYNX' Administrative Rule permits the Chief Executive Officer to submit grant applications that are under \$150,000. The grant submittal deadline was Friday, May 16<sup>th</sup>. It was within the signing authorization; however, staff is bringing it to the Board and requesting ratification.
- 2) Action Agenda Item 7.E is a confirmation of the appointment of a Senior Officer, Susan Black to the position of General Manager

## **6. Consent Agenda**

The Chairman announced that staff has requested that Consent Agenda Item 6.C.xv be pulled from the Consent Agenda and replaced with Blue Sheet Item 6.C.xviii. The item was discussed by the Audit Committee.

The Chairman recognized Mayor Teresa Jacobs

Mayor Jacobs asked that Consent Agenda Item 6.C.v, Authorization to Issue a Purchase Order to Security 101 for the Upgrade of Existing Analog Cameras to Digital and Purchase of Additional New Cameras, be pulled from the Consent Agenda for consideration by the Board.

**A. Request for Proposal (RFP)**

- i. Authorization to Release a Request for Proposal (RFP) for Bus Inspection Services
- ii. Authorization to Release a Request for Proposal (RFP) for Insurance Agent/Broker(s) Who Will Solicit and Secure Property, Liability, Workers' Compensation, Crime, Cyber, Excess, Commercial Auto, Umbrella and Any Other Required Liability Insurance
- iii. Authorization to Release a Request for Proposal (RFP) to Purchase Computer Software Necessary to Replace the Existing and Obsolete Claims Data Management Systems

**B. Invitation for Bid (IFB)**

- i. Authorization to Issue an Invitation for Bid (IFB) for Concrete Improvements at the LYNX Operation Center (LOC) and Award a Contract
- ii. Authorization to Issue an Invitation for Bid (IFB) for Replacement Bus Lifts for the LYNX Operation Center (LOC) Maintenance Facility

**C. Miscellaneous**

- i. Authorization to Add the Not-to-Exceed Dollar Amount from the Cancelled Contract (#12-C01) with Transportation America to the Not-to-Exceed Dollar Amount of the Agreement (#12-C02) with MV Transportation for Core Paratransit Services
- ii. Authorization to Extend Contract # 09-C27 with Workers' Compensation Legal Services with Bolton and Helms Law Office
- iii. Authorization to Negotiate and Enter into a Memorandum of Agreement with Florida Department Of Transportation (FDOT) for the Replacement of All Improvements Related to the Parramore BRT TIGER II Project Impacted by the Ultimate I-4 Project
- iv. Authorization to Amend Contract #11-C18 with Diamond Security Investigation and Security, Inc.
- v. Authorization to Issue a Purchase Order to Security 101 for the Upgrade of Existing Analog Cameras to Digital and Purchase of Additional New Cameras
- vi. Authorization to Execute Amendment No. 6 of the Medicaid Non-Emergency Transportation Agreement (NET) with the Florida Commission for the Transportation Disadvantaged, to Add Funding, and Extend the Agreement to August 31, 2014
- vii. Authorization to Exercise the First Year Option and Modify Contract #11-C17 with DesignLab, Inc. for Operator Uniforms
- viii. Authorization to Amend Administrative Rule 4 (Procurement) and Adopt Administrative Rule 12 (Advertising)
- ix. Authorization to Amend Contract #s 09-C28 and 09-C29 with Zimmerman, Kiser, Sutcliffe and Fisher, Rushmer, Werrenrathe for General Liability, Auto Liability and Public Liability Legal Services by Increasing the Not-to-Exceed Amount by \$120,000 in the Aggregate
- x. Authorization to Negotiate and Bind Coverage and Premium for One Year Renewal of the Property Insurance Program
- xi. Authorization to Transfer Three Retired Buses to the Lake County Transit System
- xii. Authorization to Submit Grant Application to the Department of Homeland Security (DHS) for Transit Security Grant Program (TSGP) Funding

- xiii. Authorization to Ratify the FY2015-2024 Transit Development Plan (TDP) Minor Update Submittal to the Florida Department of Transportation (FDOT) District 5
- xiv. Authorization to Award Projects Solicited for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Urbanized Orlando & Kissimmee Program and to Execute Sub-Recipient Agreements with Awarded Agencies
- xv. Authorization to Amend Contract No 13-C05 with Kittelson & Associates for the State Road 50/UCF Connector Alternatives Analysis
- xvi. Authorization to Adopt Resolution No. 14-005 and to Execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2015
- xvii. Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for Mobility Services For All Americans (MSAA) Deployment Planning
- xviii. Authorization to Ratify the Submittal of FY2015/2016 Service Development Grant Proposals to the Florida Department of Transportation (FDOT) and the Authority to Execute Upon Notification of Funding by Resolution No.14-003

**Motion** was made and seconded to approve the Consent Agenda Items 6.A.i through 6.C.xviii excluding Item 6.C.v. The Motion passed unanimously.

The Chairman recognized Mayor Jacobs.

Mayor Jacobs requested clarification from staff regarding the request to purchase cameras prior to the outcome of ongoing litigation.

Mr. Lewis responded staff's request is for the purchase of facility cameras and not bus surveillance cameras which was the focus of the lawsuit.

Pat Christiansen, LYNX' Legal Counsel, concurred that the lawsuit involved the bus cameras and the Judge's Order specifically indicated that it did not apply to facilities.

**Motion** was made and seconded to approve Consent Agenda Item 6.C.v. The Motion passed unanimously.

## **7. Action Agenda**

### **A. Authorization to Begin Negotiations with the Proposer, NoPetro, of the Compressed Natural Gas (CNG) Unsolicited Proposal**

The Chairman recognized Blanche Sherman, Director of Finance, to introduce Margaret Lezcano, Managing Director, Stifel Nicolaus, to make the presentation.

Ms. Sherman noted Stifel Nicolaus, feasibility consultants, has been working on the CNG Unsolicited Proposal. Ms. Lezcano has provided the Audit Committee an update on the financial and operational analysis.

Ms. Lezcano noted that an update on the review of the proposal was provided to the Committee at its January 29th, and March 27th, meetings. Over the past two months LYNX' staff has worked closely with Stifel to perform the operations evaluation of the proposal.

LYNX received an Unsolicited Proposal from NoPetro. NoPetro specializes in the design, finance, operation and maintenance of CNG and LNG fueling stations.

- Highlights of the Proposal
  - Potential fuel expense savings over Biodiesel
  - Potential new revenue from 3<sup>rd</sup> party purchases
  - May provide LYNX with excess revenue to expand service
  - Relieve LYNX of operation and maintenance responsibilities of fueling station
  - Diversify fuel consumption, utilizing domestic resources
  - Potential to reduce air pollutants
  
- Proposer's Commitment
  - Incur capital cost to construct fast fueling CNG station
    - Purchase a 13.5 acre tract next to LYNX' current maintenance facility
    - Build 3 transit fast-fill lanes and three light duty fast-fill lanes
    - Fuel each bus in 6-8 minutes
    - Design for further expansion
  - Design, finance and perform all modification to LYNX' existing maintenance facility to make it CNG Compliant
  - Train LYNX' employees on fueling procedures
  - Maintain all CNG fueling station operations
  - Lease CNG buses on behalf of LYNX
  - Pay \$.085 for each Diesel Gallon Equivalent (DGE) sold at the Nopetro-LYNX CNG fueling station to 3<sup>rd</sup> party purchasers
  - Provide FuelMule, a portable on-site CNG fueling station can become available as an emergency back-up
  
- Proposed Commitment from LYNX
  - CNG Fueling Station
    - An initial acquisition of at least 35 CNG buses
    - A minimum of 50% of LYNX' future bus acquisitions would be CNG
    - CNG buses owned by LYNX would have to be fueled at the No-Petro/LYNX CNG Fueling Station
    - Minimum take-or-pay commitment of 500,000 DGEs annually
      - ✓ Take-or-pay commitment is for 15 years
      - ✓ The P3 terms is for 20 years
  
  - Maintenance Facility Upgrade (Optional)
    - Option One – South Wing CNG and Maintenance Facility Modification (23 bays)
    - Option Two – Total CNG Maintenance Facility Modification (South and West Wings)
  
  - Lease Transit Buses to LYNX (Optional)
    - A Lease could be tax exempt
    - No requirements on number of buses to be leased

Ms. Lezcano introduced team member, Mr. Alex Bugallo, to discuss the financial analyses and assumptions.

Mr. Bugallo, discussed the model that was developed to evaluate the proposal from a financial standpoint.

- Model Overview
  - The model calculates three measures of financial efficiency: Net Present Value, Internal Rate-of-Return, and Payback Period
  - Cash Flow savings are calculated as the difference between the annual cost of DGEs consumed on CNG buses and the comparable fuel cost on Diesel buses
  - Capital Costs include the maintenance facility modification financed over a ten year period, and the additional cost of CNG buses compared to Diesel buses (estimated to be \$50,000 per bus)
  - Royalty Payments are a cash inflow and are based on No-Petro's estimates of third party sales over time
  - The model assumes that LYNX fleet does not expand and will follow the planned replacement schedule presented in its budget and capital plans (with future replacement based on a 9 year average life)

Mr. Bugallo reviewed three resulting scenarios:

- Scenario 1: 50% Commitment to CNG (Base case)
- Scenario 2: 100% Commitment to CNG Moving Forward
- Scenario 3: Full Conversion to CNG

Ms. Lezcano reviewed the Construction, Engineering and Maintenance aspects of the proposal:

- Initial Construction, Engineering and Maintenance Review
  - ✓ Review of Proposed Maintenance Facility Changes
    - Committee of LYNX Senior Managers hosted a site visit with the Proposer, NoPetro, to walk through the maintenance facility and diligence the scope of work from construction, maintenance, transportation, safety and risk perspectives
    - NoPetro confirmed that the walk through session, including associated technical discussions, did not alter the proposed pricing or scope of work needed for the maintenance facility

Lastly, Ms. Lezcano discussed a conversion timeline from design and permitting of the fueling station to order and receipt of buses with completion in the fall of 2015.

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) to begin negotiations with the Proposer, NoPetro, of the Compressed Natural Gas (CNG) Unsolicited Proposal. The Motion passed unanimously.

**B. Authorization to Ratify the Implementation of NeighborLink Services in the Goldsboro Neighborhood of Sanford**

The Chairman recognized Andrea Ostrodka, to make the presentation.

Ms. Ostrodka noted that staff is requesting the Board to ratify the implementation of NeighborLink Services in the Goldsboro Neighborhood of Sanford.

**Motion** was made and seconded to ratify the implementation of NeighborLink Services in the Goldsboro Neighborhood of Sanford. The Motion passed unanimously.

**C. Authorization to Initiate Public Outreach Process for August 2014 Proposed Service Changes**

The Chairman recognized Andrea Ostrodka, to make the presentation.

Ms. Ostrodka noted that staff is requesting the Board to authorize the Chief Executive Officer (CEO) to initiate the public outreach process for August 2014 proposed service changes.

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) to initiate the public outreach process for August 2014 proposed service changes. The Motion passed unanimously.

**D. Authorization to Approve the Amendment to Administrative Rule 2, Board Governance (ByLaws), Redesignating the Audit and Oversight Committee as the Oversight Committee, Delegating Limited Authority to the Oversight Committee to Act for the Board in Certain Situations When there is not Time to Submit the Matter to the Board, and Establish the Finance and Audit Committee and the Risk Management Committee**

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

Mr. Christiansen stated that LYNX' Audit Committee voted today to table this matter for further discussion and bring it back to the Board at a later date.

Mr. Christiansen provided an overview of the proposed Amendment to Administrative Rule 2. He noted that the amendment was drafted in response to input received from LYNX staff and from input from certain of LYNX' funding partners. The amendment is intended to enable LYNX to operate more efficiently and to give LYNX' funding partners greater participation in financial and risk management matters.

The amendment seeks to achieve these objectives by:

- Recreating the Audit and Oversight Committee as the Oversight Committee and delegating to the Oversight Committee the authority to undertake certain actions on behalf of the Governing Board when there is not adequate time to present the matters to the full Board and the authority to oversee the actions of the newly established Finance and Audit and Risk Management Committees. The membership of the Oversight Committee would be comprised of the members of the Governing Board, however, such members may appoint staff designees. The foregoing notwithstanding, all meetings of the Oversight Committee would be chaired by a member of the Governing Board.
- Establishing a Finance and Audit Committee which will make recommendations to the Governing Board, the Oversight Committee and LYNX staff with respect to financial policies, goals and budgets that support the mission, values and strategic goals of LYNX. The Finance and Audit Committee would also oversee the annual audit of LYNX's financial statements. The membership of the Finance and Audit Committee would be comprised of a staff member from each of the funding partners with expertise in financial matters. LYNX's Director of Finance/Chief Financial Officer would not be a member of the committee but would provide it with support.
- Establish a Risk Management Committee which will review and provide recommendations to LYNX with respect to LYNX's safety, insurance and risk management programs. The Risk Management Committee would also have the authority to, if appropriate, settle tort and worker's compensation based claims on behalf of LYNX up to the limits of the waiver of sovereign immunity set forth in Section 768.28, Fla. Stat. (currently \$200,000/\$300,000), and to make recommendations to the Governing Board and the Oversight Committee with respect to settlements in excess of such amount. The membership of the Risk Management Committee would be comprised of a staff member from each of the funding partners with expertise in risk management matters. The LYNX Director of Risk Management would not be a member of the committee but would provide it with support.

**Motion** was made and seconded to defer the approval of the Amendment to Administrative Rule 2 to a later date. The Motion passed unanimously.

#### **E. Confirmation of the Appointment of Susan Black as General Manager**

The Chairman recognized John Lewis, LYNX' Chief Executive Officer, to make the presentation.

Mr. Lewis noted that staff is requesting the Boards' confirmation of the appointment of Susan Black to the position of General Manager.

**Motion** was made and seconded to confirm the appointment of Susan Black as General Manager. The Motion passed unanimously.

#### **8. Information Items**



The Chairman noted that information items were contained within the package of meeting materials for the members review.

The Chairman recognized Pat Christiansen, LYNX' General Counsel for an update on the agreements between LYNX and FDOT as it relates to SunRail and specifically the special meeting held April 11, 2014, for LYNX to provide feeder bus service.

At the April 11, 2014 Board of Directors' meeting, the Board authorized the CEO to enter into JPA for feeder bus service and the InterLocal Agreement for the ticketing system, backroom development and cost sharing with FDOT for SunRail with a two week expiration, authorize the CEO to further negotiate with FDOT, provide for Funding Partners' staff to participate in the negotiations, and authorize the CEO to execute both Agreements through Aug. 31, 2014.

Mr. Christiansen stated the issues remaining under discussion are:

- 1) Agree upon the number of feeder bus service hours. He stated that FDOT has estimated 15,000 hours and LYNX has estimated 17,000 hours. Much of the difference is associated with LINK 41 service to the Altamonte Springs Station. The financial impact to the funding partners could be \$30,000.
- 2) The JPA was presented with a bonus not a discount. At its December, 2013 meeting, the Board acted on its fare policy authorizing a 10% discount. This would be an issue of cash flow.

## **9. Other Business**

The Chairman asked if there was other business.

## **10. Monthly Reports**

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

**Meeting adjourned at 2:18 p.m.**

Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Timothy May  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Award Contracts  
Authorization to Issue Coordination Agreements to One Medicaid  
Compensable and Multiple Non-Compensable Human Services Agencies

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with one (1) Medicaid compensable entities, various non-compensable entities, and additional non-compensable entities as necessary.

**BACKGROUND:**

Florida Statue 427 requires any entity receiving State funding with a transportation line item in their budget to maintain a Coordination Agreement with the designated Community Transportation Coordinator (CTC) within their service area. To receive those State funds, the entities receiving the funding must be able to provide the service at a cost lower than that of the CTC, with the same quality of service.

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulations. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR).

This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantaged Trust Fund dollars within their service area.

LYNX will have one (1) Medicaid reimbursable Coordination Agreement in place and various Coordination Agreements with other entities that receive State funding.

The one (1) Medicaid reimbursable agency is BrightStart Pediatrics. This agency provides Medicaid compensable transportation services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses this agency \$16.40 per one-way trip,

## LYNX Board Agenda

less the \$1.00 per trip Medicaid co-pay where appropriate. If this agency were not providing these transportation services, the trips would become the responsibility of the CTC (LYNX) at an average cost of \$35 per trip. This agency provides approximately 14,142 annual trips at an annual cost to LYNX of \$264,729.

The various entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency at \$7.47 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation or LYNX. There is no purchase of transportation services between LYNX and these agencies.

### **FISCAL IMPACT:**

LYNX staff included \$30,782 in Medicaid funding in the FY2015 Preliminary Operating Budget related to coordination agreements.

Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

**From:** Kathy Clary  
BUSINESS DEVELOPMENT OFFICER  
Brenda HERNANDEZ  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6180

**Item Name:** Award Contracts  
Authorization to Award a Contract to VRide

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to **vRide, Inc.**. The contract term will be for an initial three (3) year period with two (2) one-year options.

**BACKGROUND:**

The LYNX' VanPool Program was developed 21 years ago to provide additional commuter options for the Central Florida community to get to work. The vanpool program offers individuals who live and work in the same area a reliable, affordable method to get to work each day. LYNX staff is responsible for overseeing the vanpool program. LYNX manages the entire rideshare matching process and assists employers with the implementation of commuter programs and formation of vanpool groups as well as maintaining ridership and vanpool participation.

LYNX contracts the fleet management component of the operation. Fleet management includes scheduled maintenance and repairs, tires, towing, wash and detail. The contract also includes the insurance to cover both commuter and agency vanpools. The LYNX VanPool program currently consists of 125 vans. The program has realized significant growth over the last four years and continues to be a popular commute option, serving both additional commuter options and "last mile" connectivity to SunRail riders.

LYNX issued RFP 14-R05 for Van Pool Services on May 19, 2014, with a proposal due date of June 19, 2014. The Solicitation was advertised in the Orlando Sentinel and Notice was sent to the four known providers of Van Pool Services matching the Scope of Work. LYNX received two proposals in response to the solicitation, one from vRide, Inc. (the current provider), and one from Transitions Commute Solutions, LLC (Transitions).

Upon initial inspection of the submitted proposals the proposal from Transitions Commute Solutions was determined non-responsive due to failure to enclose the signed Solicitation Amendments as required by the RFP and the issued Solicitation Amendments. Transitions was notified that their proposal had been found non-responsive to the solicitation and that their proposal would no longer be considered for award. Transitions protested, claiming that LYNX's basis for rejection was "not a completely true statement" as their proposal contained an acknowledgement of "Addendums 1, 2, and 3", and asking that LYNX, based on the signed acknowledgement, use its discretion to allow their proposal to continue in the process. The Protest was denied on the basis that the proposal (i) did not contain the required signed documents and (ii) the signed acknowledgement could not be allowed to stand in place of the signed Solicitation Amendments as the signed acknowledgement still failed to meet the requirement to include the signed Solicitation Amendments, and in addition, failed to properly identify and quantify the Solicitation Amendments.

The remaining proposal from vRide was determined to be a responsive and responsible proposal, and was treated as a single proposal. As the single responsive and responsible proposal, vRide is recommended for award. The initial year one cost proposal is for a Grand Total of \$245,225. This amount was used for evaluation purposes only as the costs, particularly maintenance costs (the total cost, not per vehicle costs) will increase as more van-pool participants join the program.

**FISCAL IMPACT:**

LYNX' current vanpool service is administered where the vendor pays directly to provide vanpool services out of the collected monthly vanpool fees. Under the vRide, Inc. contract, vanpool services will continue to be administered in the same manner, which should result in no costs to LYNX. The following are the program results for FY2012, FY2013, and FY2014 projected for LYNX' current vanpool program:

**LYNX VANPOOL PROGRAM  
CONTRACT # 05-004**

	<b>FY2012 Actual</b>	<b>FY2013 Actual</b>	<b>FY2014 Projected</b>
LYNX - Vanpool & Agency Fares	\$ 403,263	\$ 451,582	\$ 777,482
VPSI - Vehicle Service Fees	\$ 324,822	\$ 305,881	\$ 534,730
Total Administrative Maintenance Fees	\$ 112,777	\$ 174,567	\$ 222,406
Program Income/(Loss)	\$ (34,336)	\$ (28,866)	\$ 20,346
Section 5307 Funding Generated by Vanpool Service	\$ 1,164,013	\$ 1,271,371	\$ 1,253,435
Adjusted Program Income/(Loss)	\$ 1,129,677	\$ 1,242,505	\$ 1,273,781

**Consent Agenda Item #6.A. iii**

**To:** LYNX Board of Directors

**From:** Baunie McConnell  
DIRECTOR OF RISK MGMT & SAFETY  
Baunie McConnell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6127

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

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with the law firm of Zimmerman Kiser Sutcliffe and the law firm of Hilyard, Bogan & Palmer, P.A. for Tort Legal services. The term of each contract will be for three (3) years with two (2), one (1) year options.

**BACKGROUND:**

At the December 4, 2013 LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) for Tort Legal and Workers' Compensation legal services. The proposal was released on May 10, 2014 with responses due by 2:00 P.M. EST on June 9, 2014.

Eight responses from the following firms were received for the Tort Liability Legal Service portion of the RFP. All proposals were considered responsive and forwarded to the Source Evaluation Committee (SEC) for Review. The SEC public meeting was held on June 23, 2014 with the following results:

**Tort Legal Services**

<b>Firm</b>	<b>Score</b>	<b>SEC Ordinal Ranking</b>
Gray	263	10
Saxon	246	21
<b>Hilyard</b>	<b>268</b>	<b>8</b>
<b>Zimmerman</b>	<b>276</b>	<b>5</b>
Fisher	264	11
Rissman	253	17
Bell	233	24
Dean	266	12

It is the recommendation of the SEC to award a contract for Tort Legal Services to the following two firms: Zimmerman Kiser Sutcliffe and Hilyard, Bogan & Palmer, P.A. (the two firms bolded above) as the firms receiving the two lowest ordinal ranking. The process whereby two firms would eventually be awarded contracts was provided for in the RFP.

**FISCAL IMPACT:**

LYNX staff included \$215,000 in the aggregate for general liability legal services in the FY2014 Amended Operating Budget and \$250,000 in the aggregate for general liability legal services in the FY2015 Preliminary Operating Budget. The FY2014 projected expenses are \$363,315 for general liability legal services.

Consent Agenda Item #6.A. iv

**To:** LYNX Board of Directors

**From:** Baunie McConnell  
DIRECTOR OF RISK MGMT & SAFETY  
Baunie McConnell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6127

**Item Name:** Award Contracts  
Authorization to Award a Contract for Workers' Compensation Legal Services

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Bolton and Helm, LLP for Workers' Compensation Legal services. The term of the contract will be for three (3) years with two (2), one (1) year options.

**BACKGROUND:**

At the December 4, 2013 LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposals (RFP) for Tort Legal and Workers' Compensation legal services. The proposal was released on May 10, 2014 with responses due by 2:00 P.M. EST on June 9, 2014.

Six responses from the following firms were received for the Worker's Compensation Legal Services portion of the RFP. The SEC met on June 23, 2014. The initial score tally resulted in an apparent lowest ordinal ranking and SEC recommendation for Bolton. Upon review of the score tally, a mathematical error was discovered. Due to the mathematical error, the SEC was reconvened on July 2, 2014, and the error corrected, resulting in a tie for the lowest ordinal ranking as follows:



**Workers Comp Legal Services (initial corrected score and Ranking)**

<b>Firm</b>	<b>Score</b>	<b>SEC Ordinal Ranking</b>
Hurley	256	8
Znosko	222	14
Quintarios	271	5
Lane	191	17
The Workers' Compensation	208	14
Bolton	258	5

The SEC decided to reconvene on July 10, 2014 to make final determination regarding the tie. Procurement issued guidance to the SEC that, with a tie ordinal ranking, the recommended option would be for the rest of the field to be eliminated from the scoring in order to consider the scores of the tied proposals. The SEC determined to move forward with that recommendation with the following results:

<b>Firm</b>	<b>Score</b>	<b>SEC Ordinal Ranking</b>
Bolton and Helms	267	4
Quintarios Law group	280.2	5

It is the recommendation of the SEC to award a contract for Worker’s Compensation Legal Services to Bolton and Helms, LLP.

**FISCAL IMPACT:**

LYNX staff included \$65,000 for Workers’ Compensation legal services in the FY2014 Amended Operating Budget and \$75,000 for Workers’ Compensation legal services in the FY2015 Preliminary Operating Budget. The FY2014 projected expenses are \$77,517 for Worker’s Compensation legal services.

Consent Agenda Item #6.A. v

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Kenneth Jamison  
(Technical Contact)  
Gregory Anderson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Award Contracts  
Authorization to Award a Contract to DoubleMap, Inc. for the Purchase of a Software and Hardware Solution for Use in "FlexBus" Service, to be Provided by the Cities of Altamonte Springs, Casselberry, Longwood, and Maitland

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to DoubleMap, Inc., in an amount not to exceed \$999,000, for the purchase of a software and hardware solution for use in "FlexBus" service, to be provided by the Cities of Altamonte Springs, Casselberry, Longwood and Maitland.

**BACKGROUND:**

LYNX issued contract #12-C17 to TranSystems Corporation in April 2012 for the design of the FlexBus concept. This design involved updating the design documents from 2007 to reflect the current advances in technology and to increase the service area to add the cities of Casselberry, Longwood, and Maitland to that of the city of Altamonte Springs.

The FlexBus project is designed to provide demand-response public transportation within a limited geographic area, specifically designed for the Altamonte Springs, Casselberry, Longwood and Maitland area. Customers will reserve and pre-pay the fare using a website or interactive telephone system for a trip with a vehicle then automatically dispatched to provide that trip. Reservations would be for service to occur anywhere from immediately to up to seven (7) days in advance. Service would be provided within the geographic area or connect to fixed route or rail service for longer distance trips. The automated reservations will allow for the nearest real-time response to the customer request for the trip.

LYNX released Letter of Interest (LOI) 13-LO1 on August 12, 2013 to seek a contractor to develop, integrate, demonstrate, and deploy a technology solution to provide on demand transportation to transit riders in a point-to-point, shared-ride environment. The solicitation was advertised in the Orlando Sentinel and in other publications consistent with the target industry. Individual notice was sent to 23 potential contractors. The responding proposers would be responsible for providing the technology solution including all hardware and software, as well as related maintenance, updates, and technical support. Proposers were required by the LOI to submit a proposal, and if chosen by the Source Evaluation Committee (SEC), to perform a sixty (60) day Proof of Concept demonstration of the technology solution for evaluation by the SEC before award of contract. Proposers would be compensated for their demonstration only if recommended by the SEC for award of contract. Proposals were due on December 12, 2014.

The SEC was comprised of one member each from the Cities of Altamonte Springs, Casselberry, Maitland, Longwood, and LYNX. The city representatives were appointed by each of the respective cities. A single response was received from DoubleMap, Inc. The SEC met on January 22, 2014 in a public meeting and recommended approval for DoubleMap, Inc. to demonstrate their technology solution. LYNX provided two (2) vehicles operating in a test service from April 1, 2014 through May 30, 2014 during weekdays, open to SEC members and staff from LYNX and the four cities. On June 17, 2014, the SEC was convened in a public meeting to consider recommending the proposed contractor and solution for award of contract. The SEC recommended that LYNX award a contract for the purchase of the software and hardware solution contained in their proposal. DoubleMap, Inc. has also been provided comments from the reviewers for optional consideration of enhancements and upgrades to their product.

Federal Transit Administration (FTA) grant FL-04-0112 was secured by LYNX for the design update and the procurement of the technology solution. The FTA and LYNX have worked together to arrange for the transfer of project management and additional grant funding related to the "FlexBus" project to the Center for Urban Transit Research (CUTR) at the University of South Florida. The grant funding under FL-04-0112, however, cannot be transferred due to the restrictions of the funding source. Additionally the proposal resulting from Letter of Interest 13-LO1 was received in a procurement process by LYNX and cannot be transferred to another entity. The FTA and LYNX have agreed that upon receipt of the hardware and software, LYNX will be able to transfer the assets procured to CUTR as the center is a designated FTA funds recipient. This arrangement will provide the cities access to the technology while removing any further obligation of LYNX. Per the terms of Letter of Interest 13-LO1, LYNX will retain a license to utilize the software in any of its services.

## **PROPOSED NEW EXPANSION:**

The FlexBus demonstration will provide demand responsive service to customers in the Cities of Altamonte Springs, Casselberry, Longwood and Maitland with service provided by a vendor under contract to the four cities. The service will directly respond to customer requests with station-to-station travel. Longer distance trips will be served through transfer connections with LYNX fixed route and SunRail service. Customers will use technology solutions for requesting trips, including kiosks, the internet, and cell phone applications.

## LYNX Board Agenda

The FlexBus concept involves providing transit that adjusts to the needs of the customer rather than expecting the customers to adjust their travel to the operation of the transit services. The software technology components can also be used to upgrade existing LYNX demand response (NeighborLink) services. LYNX staff has initiated internal discussion to begin that upgrade.

### **FISCAL IMPACT:**

LYNX staff included \$2,870,050 in Federal Transit Administration grant funding in the FY2014 Amended Capital Budget for the “FlexBus” project.

**Consent Agenda Item #6.B. i**

**To:** LYNX Board of Directors

**From:** Matthew Friedman  
DIRECTOR OF MARKETING COMM  
Matthew Friedman  
(Technical Contact)  
Maria Colon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Extension of Contracts  
Authorization to Amend Contract #11-C06 (Website Hosting and Design) with Just Program, LLC d/b/a Solodev to Incorporate Hosting and Design Services for BRT Project Website into the Current Contract and to Execute the Second Option Year

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the second option year of Contract #11-C06 with Just Program, LLC d/b/a as Solodev for the design and hosting of golynx.com. Staff also is requesting to add \$37,450 to the contract value for ongoing content management support (CMS) (\$19,200), expanded server capability (\$10,800), and amending the scope of work to add BRT website integration and support (\$7,450).

**BACKGROUND:**

At the September 2013, Board of Directors meeting staff requested permission to execute the first option year of the contract with Solodev to host and design an updated GoLYNX.com. LYNX' website provides an avenue for customers, community leaders and staff with beneficial links in using LYNX services and obtaining the latest information available about the organization.

In addition to the current contract scope and cost for website hosting and design services, LYNX has requested that Solodev add migrating and supporting the website [www.golymmo.com](http://www.golymmo.com) into the current contract resulting in an increase to the contract Not-To-Exceed amount of \$7,450.

The website is vital to LYNX business. Solodev has served as an extension of LYNX staff to provide technical expertise with the support and hosting of the site. Information Technology

## LYNX Board Agenda

staff has explored the option of bringing a staff member in-house for additional programming work and support. The estimated cost with benefits is \$90,000-\$100,000 annually.

Solodev has fulfilled the contract requirements to date.

### **FISCAL IMPACT:**

LYNX staff included \$65,000 in the FY2015 Preliminary Operating Budget for website development and maintenance services. The FY2014 projected expenses are \$53,600 for website hosting and design services.

Consent Agenda Item #6.B. ii

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Blanche Sherman  
(Technical Contact)  
David Rodriguez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Extension of Contracts  
Authorization to Ratify the Second Renewal Year of Contract with State Farm Mutual Automobile Insurance Company for Advertising Under the Road Ranger Contract

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the second year renewal of the contract with State Farm Mutual Automobile Insurance Company for advertising under the Road Rangers Program effective July 1, 2014 to June 30, 2015. State Farm will pay LYNX \$338,000 in sponsorship fees for the renewal period.

**BACKGROUND:**

The Road Ranger Program consists of 17 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area encompasses 75 miles of I-4 beginning at the Champions Gate – Exit 58, Polk County line, through Exit 132, I-95 Daytona Beach area in Volusia County and operates Monday through Wednesday from 6:00 a.m. to 12:00 a.m., and Thursday through Sunday from 6:00 a.m. to 3:30 a.m.

At the August 21, 2008 Board meeting, the Board of Directors authorized the execution of a ten-month contract with the Florida Department of Transportation (FDOT) to continue the Road Ranger Assistance Program, effective September 1, 2008 and ending June 30, 2009, in the amount of \$717,209, which under-funded the program by approximately 50%. Additionally, the Board authorized LYNX to seek funding opportunities through advertising in an effort to make up some of the funding shortfall for the program.

## LYNX Board Agenda

Since the August 2008 Board meeting, LYNX entered into an advertising agreement with State Farm, pursuant to Administrative Rule 4.4.6, that provided enough funding to add additional trucks on the road, which increased the coverage on Interstate 4.

At the May 26, 2011, Board of Directors' Meeting, the Board authorized the current Sponsorship Contract between LYNX and State Farm. The initial term of the current Contract was from July 1, 2011 to June 30, 2013. The contract has two (2) one-year renewal periods.

On April 11, 2013, the Board of Directors authorized the first year renewal of the Contract between LYNX and State Farm. This ratification is for the second year renewal.

### **FISCAL IMPACT:**

LYNX staff included the anticipated annual amount of \$338,000 in the FY2014 Amended Operating Budget, which includes three months of this extension. The FY2015 Preliminary Operating Budget includes this annual amount to support the Road Ranger program throughout the year.



**Consent Agenda Item #6.B. iii**

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Jeffrey Reine  
(Technical Contact)  
D'Hasheem Alkebulan  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Extension of Contracts  
Authorization to Execute the Second Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc. for Bus Stop Lawn Maintenance and Trash Removal

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the second option year of Contract #10-C29 with Groundtek of Central Florida, Inc. for bus stop lawn maintenance and trash removal.

**BACKGROUND:**

The LYNX Board of Directors approved the award of Contract #10-29 to Groundtek of Central Florida, Inc. at its meeting in July 2010. The contract was awarded for three (3) years starting on October 1, 2010 with two (2) one-year options. The first extension of contract was approved by the Board of Directors at its July 2013 meeting.

Bus stops are the primary point of customer access to LYNX fixed route bus network. Transit shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community.

LYNX has two separate contracts for bus stops and shelters including lawn maintenance, trash removal, shelter cleaning, and shelter maintenance. This contract is for trash pickup at over one thousand two hundred and fifty (1,250) stops that are typically serviced twice a week as well as lawn maintenance which includes grass cutting and picking up of trash around two thousand seven hundred (2,700) bus stop locations in the service area.

**FISCAL IMPACT:**

LYNX staff included \$559,000 in the FY2015 Preliminary Operating Budget for bus stop lawn maintenance and trash removal. The FY2014 projected expenses are \$441,944 for bus stop lawn maintenance and trash removal.

Consent Agenda Item #6.B. iv

**To:** LYNX Board of Directors

**From:** Baunie McConnell  
DIRECTOR OF RISK MGMT & SAFETY  
Baunie McConnell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6127

**Item Name:** Extension of Contracts  
Authorization to Execute the Second Option Year of Agreement #13-A62  
for CorVel Workers' Compensation Third Party Administrator (TPA)

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the second option year of Agreement #13-A62 with CorVel workers' compensation third party administrator effective July 30, 2014 - July 30, 2015.

**BACKGROUND:**

To improve on customer care and reduce complaints and lost time claims, LYNX determined it was necessary to partner with a vendor who was willing to provide clerical support in the form of EDI State reporting in addition to medical and financial management, but allow LYNX to take the lead on investigation, managing medical care and return to work programs. The Vendor would only be responsible for the clerical administration of the claim file.

CorVel was the only vendor that was willing to restrict its obligation to just passive claim involvement while being on record with the State as the TPA.

This arrangement allows LYNX to experience total control and visibility as the lead contact for its employees while pursuing State approval for self-funding, self-administrating as CorVel manages the reporting, bill review and payment process.

**FISCAL IMPACT:**

LYNX staff included \$75,000 in the FY2015 Preliminary Operating Budget for TPA related to workers' compensation. The FY2014 projected expenses are \$100,537 for workers' compensation third party administrator expenses.

Consent Agenda Item #6.B. v

**To:** LYNX Board of Directors

**From:** Daniel Healey  
 DIRECTOR OF ENGINEERING  
 Jeffrey Reine  
 (Technical Contact)  
 D'Hasheem Alkebulan  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Extension of Contracts  
 Authorization to Execute the Fourth Option Year of Contract #10-C28 with TJ's Quality Construction Clean-Up, LLC. for the Pressure Washing and Steam Cleaning of LYNX Bus Shelters

**Date:** 7/24/2014

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the fourth option year of Contract #10-C28 with TJ's Quality Construction Clean-Up, LLC. for pressure washing and steam cleaning of bus shelters.

**BACKGROUND:**

The LYNX Board of Directors approved the award of Contract #10-C28 to TJ's Quality Construction Clean-Up, LLC. at its meeting in July 2010. The contract was awarded for a one (1) year contract with four (4) one-year options. The third extension of contract was approved by the Board of Directors at its July 2013 meeting. Staff is now requesting authorization to execute the fourth option year.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Steam cleaning of LYNX shelters, once per month	9.49	9.60	9.60	9.75	9.75
Steam cleaning of LYNX shelters, emergency basis	20.00	20.00	20.00	23.00	23.00

Bus stops are the primary point of customer access to LYNX fixed route bus network. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community.

LYNX has two separate contracts for bus stops and shelters including lawn maintenance, trash removal, shelter cleaning, and shelter maintenance. This contract is for pressure washing and steam cleaning of close to one thousand (1,000) bus stops once per month.

**FISCAL IMPACT:**

LYNX staff included \$155,000 in the FY2015 Preliminary Operating Budget for pressure washing of bus shelters. The FY2014 projected expenses are \$146,152 for pressure washing of bus shelters.

**Consent Agenda Item #6.C. i**

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Jeffrey Reine  
(Technical Contact)  
Shannon White  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Miscellaneous  
Authorization to Increase the Amount of the First Option Year of Contract #11-C12 with AECOM for Non-Grant Funded Projects

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the dollar amount for the first option year for Contract #11-C12 for Architecture and Engineering Services (A&E) to AECOM Technical Services, Inc. by \$50,000. This increase is to cover non-grant funded needs that have arisen to keep LYNX facilities in a state of good repair. This represents a total annual dollar amount not to exceed \$1,650,000.

**BACKGROUND:**

The LYNX Board of Directors authorized at its December 2013 meeting an annual dollar amount of \$1,600,000 for the first year option for Contract #11-C12. The contract provides for A&E services and assistance for various types and sizes of projects ranging from modifications or improvements to existing facilities to the design-build plans for new transit facilities. It also covers the work by AECOM Technical Services, Inc. to assist LYNX with complying with MAP-21 requirements.

The requested increase in authorized funding would allow for licensed engineers to respond to emergency related issues as an extension of staff when requested by LYNX. It would also allow for assistance in general infrastructure related discussions warranted by the daily needs at LYNX facilities but not covered by a project-related task order.

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

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

## **FISCAL IMPACT:**

The additional \$50,000 non-grant funded on-call services will be covered by savings/transfers within the FY2014 Amended Operating Budget or through LYNX reserves. LYNX staff included \$1,425,000 in the FY2014 Amended Operating Budget and \$1,396,275 in the FY2014 Amended Capital Budget for architectural and engineering related services that could be completed under this contract.

Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Jeffrey Reine  
(Technical Contact)  
Shannon White  
(Technical Contact)  
D'Hasheem Alkebulan  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Miscellaneous  
Ratification of an Increase of \$4,350 to Purchase Order #1301404 with Don Wood, Inc. for Emergency Improvements Associated with Diesel Bus Fueling Station at the Osceola Satellite Facility and Authorization of an Additional \$25,000 in Contingency Funding for Potential Additional Work

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the increase in value of Purchase Order #1301404 by \$4,350 for required electrical permitting. Staff is also requesting authorization of an additional \$25,000 in contingency funding for unexpected small change orders at the LYNX Osceola Satellite Facility fueling. This request results in a combined increase of \$29,350.

**BACKGROUND:**

LYNX has entered into a lease with the City of Kissimmee for the use of their public works maintenance facility for the staging of buses in Osceola County. Use of this facility helps to reduce the deadhead mileage and associated labor cost for fixed-route services provide in the southern region of the LYNX service area.

LYNX was informed on May 7, 2013 that the fueling facility at the City of Kissimmee facility was in immediate danger of being shut down. This action was due to issues with the fueling pumps that would require removal from service for an extended period of time. LYNX staff determined that operational concerns and financial costs associated with driving each bus to the LYNX Operations Center for fueling and then returning to the Osceola Satellite Facility was not feasible. Staff worked with the fuel vendor to determine that fueling directly from a tanker truck presented environmental risks. LYNX staff therefore issued an emergency Sole Source contract to Don Wood, Inc. for the installation of an above ground fueling station.



The LYNX Board of Directors ratified at its March 2014 meeting the increase of \$19,103 in the fueling station Purchase Order #1301404 with Don Wood, Inc. for the third change order to cover the addition of a fuel dispenser and associated filters. This dispenser was required as LYNX use of the fueling station cannot affect the continued use by City of Kissimmee vehicles. An additional \$52,951 was approved for the fourth change order to install overflow leak alarms and tank gauges connected to the City’s emergency alarm network and for the connection to the LYNX fuel management system.

This current request is for the Board of Directors to ratify the increase of \$4,350 for the fifth change order. This increase was required as the City of Kissimmee had asked for further changes to the electrical requirements for the tank. These changes included the requirement by the building department to file for an electrical permit after the work was completed, not initially required when the permit was issued. The request for authorization of an addition of \$25,000 in contingency funding would allow LYNX staff to respond to any further issues or requirements, though none are anticipated at this time.

The following is a list of costs related to Purchase Order #1301404:

Item	Cost
Initial purchase of AST and associated infrastructure	\$126,493.00
Change order 1-Engineering for reinforced concrete pad	\$2,424.45
Change order 2-Contamination delineation	\$2,575.00
Change order 3-Added fuel dispenser and filters	\$19,103.00
Change order 4 Tank probe, leak sensors, fuel management system	\$52,951.06
Change order 5-Electrical Permitting and Contingency	\$29,349.80
<b>Total</b>	<b>\$232,896.31</b>

**FISCAL IMPACT:**

LYNX staff included \$275,887 in the FY2014 Amended Capital Budget for Osceola Satellite Facility (OSF) upgrades. There is currently \$67,841 in unobligated funds in the FY2014 Amended Capital Budget for the Osceola Satellite Facility upgrades, part of which will be utilized for the addition of this diesel bus fueling.

Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Leonard ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Miscellaneous  
**Authorization to Renew the Lease Agreement with the Florida Department of Transportation (FDOT) for the Use of FDOT's Vacant Property at the Intersection of Amelia Street and Garland Avenue**

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to renew the lease agreement with the Florida Department of Transportation (FDOT) to utilize a vacant lot owned by FDOT at the intersection of Amelia Street and Garland Avenue for the period through December 31, 2020.

**BACKGROUND:**

At the August 2007 Board meeting, the Board of Directors gave their approval to enter into a contract with the Florida Department of Transportation (FDOT) to use the vacant property at the intersection of Amelia Street and Garland Avenue. The extension is effective September 01, 2014 and expires on December 31, 2014. Securing the property will provide better parking for outside visitors making it more convenient to have meetings at the LYNX Central Station (LCS). LYNX will be required to maintain the property and any improvements that may be made must be first approved by FDOT. LYNX will be required to place the property under its standard property and liability insurance coverage.

**FISCAL IMPACT:**

There is no immediate fiscal impact for the renewal of this lease agreement. FDOT will not charge LYNX for leasing the property. Any improvements to the property will be provided to the Board for approval and incorporated into the FY2014 Amended or FY2015 Adopted Operating or Capital Budgets, as appropriate.

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

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
INTERIM DIR OF PLAN & DEVELOP  
Belinda Balleras  
(Technical Contact)  
Myles O'KEEFE  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Miscellaneous  
Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for Bus and Bus Facilities Program: Ladders of Opportunity

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration (FTA) for Bus and Bus Facility Program: Ladders of Opportunity funds.

This authorization includes any opportunity to partner, provide support, and collaborate with local partners for potential projects under FTA's Ladders of Opportunity program.

**BACKGROUND:**

On June 4, 2014, FTA posted a Notice of Funding Availability for FTA Bus and Bus Facilities Program, Ladders of Opportunity Initiative: Solicitation of Project Proposals.

The Federal Transit Administration (FTA) announced the availability of \$100 million for capital projects such as: purchase, replacement, or rehabilitation of buses and vans, bus related equipment (including ITS, fare equipment, communications devices); and replacement of bus-related facilities (including administration, maintenance, transfer, and intermodal facilities), and costs incidental to these purposes. Projects must: Enhance access to work; Provide more transportation choices; Support existing communities; Support economic opportunities; and Support partnerships.

LYNX staff is considering a request of approximately \$16 million through this program for the projects identified below:

## LYNX Board Agenda

- 1) the procurement of ten (10) sixty-foot articulated Compressed Natural Gas (CNG) buses-approximately \$10 million.
- 2) constructing a Super Stop in the Pine Hills community, approximately \$3.0 million.
- 3) procuring ITS technology that improves real-time information for customers and Operations on existing fleet vehicles, approximately \$3.0 million.

### **FISCAL IMPACT:**

Since this is an 80% FTA, 20% local match grant opportunity, it is anticipated that prior to submittal, LYNX will secure the appropriate local match through either in-kind services or cash commitments from local partners.

Once projects are determined and the appropriate local match is secured, a grant application will be developed and submitted. Staff will notify the LYNX Board and seek appropriate authorization prior to making any grant commitments for the Ladders of Opportunity future award. Upon notification of award by FTA, LYNX will include this project in the appropriate fiscal year's capital budget.

Consent Agenda Item #6.C. v

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Blanche Sherman  
(Technical Contact)  
Timothy May  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Increase the Not-To-Exceed Amounts of Contract #10-C21 for the Neighborhood Flex Route Services Contracts and Amend the FY2014 Amended Operating Budget

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the not-to-exceed amount of Contract #10-C21 for Neighborhood Flex Route Services with MV Transportation, Incorporate in the amount of \$149,000, to accommodate the addition of NeighborLink 651 and to amend the FY2014 Amended Operating Budget accordingly.

**BACKGROUND:**

In October 2010, LYNX entered into Contract #10-C21 with MV Transportation to operate Neighborhood Flex Route Services (marketed as NeighborLink). The contract is currently in its final option year, expiring March 31, 2015. An RFP is being released for services following the current contract.

When the final option year was authorized in January 2014, a Not-To-Exceed (NTE) amount for the option year was approved at \$1,430,689.

In April 2014, NeighborLink 651 was implemented in the Goldsboro Community. This route operates approximately sixteen (16) hours a day, six (6) days a week, at an hourly rate of \$32.95. Staff is requesting authorization to add \$149,000 to the previously authorized NTE contract amount, bringing the total NTE contract amount to \$1,579,689.

## LYNX Board Agenda

### **FISCAL IMPACT:**

LYNX staff included \$1,430,689 in the FY2014 Amended Operating Budget to support purchased NeighborLink services through the contract with MV Transportation.

Upon Board authorization, LYNX staff will increase the not-to-exceed amount to \$1,579,689 for the final option year and further amend the FY2014 Amended Operating Budget in the amount of \$149,000 to support the projected contract amount. The overall contract not-to-exceed contract amount will be \$5,587,074.

Consent Agenda Item #6.C. vi

**To:** LYNX Board of Directors

**From:** Tangee Mobley  
DIR OF TRANSPORTATION & MAINT  
Blanche Sherman  
(Technical Contact)  
Timothy May  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02  
for Paratransit Services

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the not-to-exceed amount of Contract #12-C02 with MV Transportation, Inc., to accommodate increased trip demand beyond Request for Proposal (RFP) projections in the amount of \$2,893,867.

**BACKGROUND:**

In March 2011, LYNX released RFP #11-R02 for Core Paratransit Services with ridership statistics based on calendar year 2010's ridership, plus an increase projected for growth. In calendar year 2011, paratransit ridership increased by 9.46%, an additional increase of 5.96% and 5.65% in 2012 and 2013, respectively, was experienced. In calendar year 2014 it is projected that ridership will decrease by 5.6%; however, the contract increase is necessary to accommodate the overall program growth. The projected decrease in ridership assists with reducing the amount of the contract overage; therefore, unlike in FY2013 when the contract required an increase of \$4.4 million, this contract year increase is approximately \$2.9 million.

These extreme increases were unforeseen and unaccounted for in the Paratransit Services RFP. Also, due to the uncertainty of customer needs and Medicaid transportation regulations, it is difficult to determine specific future year potential contract impacts.

LYNX will continue to closely monitor paratransit ridership, specifically based on Medicaid reform to determine if both budgeted and contracted amounts for FY2015 and FY2016 are sufficient. The tables below show the calendar year ridership by program and annual percent changes for paratransit since 2010 when the initial RFP was released.

Calendar Year	ADA	Medicaid	TD	Total	Change
2010	238,535	255,833	78,838	573,206	N/A
2011	249,194	286,733	91,487	627,414	9.46%
2012	261,177	292,496	111,159	664,832	5.96%
2013	267,579	300,397	134,443	702,419	5.65%
2014 (Projected)	277,248	219,060	166,577	662,885	-5.63%

Calendar Year	ADA	Medicaid	TD	Total
2010	N/A	N/A	N/A	N/A
2011	4.47%	12.08%	16.04%	9.46%
2012	4.81%	2.01%	21.50%	5.96%
2013	2.45%	2.70%	20.95%	5.65%
2014 (Projected)	3.61%	-27.08%	23.90%	-5.63%



Transportation Disadvantaged (TD) trips may be prioritized and limited based on available funding, however Americans with Disabilities Act (ADA) and Medicaid sponsored trips cannot be limited.



## LYNX Board Agenda

Because of the extreme growth experienced in 2011, 2012, 2013, and projected for 2014, MV Transportation is projected to provide services beyond their contractual “not to exceed” amount by \$2,893,867 in Fiscal Year 2014. Staff will request authorization to amend future contract years as needed.

### **FISCAL IMPACT:**

LYNX staff included \$17,783,327 in the FY2014 Amended Operating Budget to support purchased transportation services through the MV contract. As such, there is no budgetary impact related to this contract increase.

<b>Contract Impact</b>	<b>MV Contract</b>
Projected Amount	\$17,535,449
Contract Amount	14,641,582
<b>Over(Under)</b>	<b>\$ 2,893,867</b>

Consent Agenda Item #6.C. vii

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Leonard ANTMANN  
(Technical Contact)  
Edward Velez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

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

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: wallets, handbags, books, phones, keys, backpacks, etc.

**BACKGROUND:**

It is LYNX' policy to hold an annual auction to dispose of Board approved surplus assets. See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

**FISCAL IMPACT:**

The net proceeds from this sale will be included in LYNX' FY2014 non-operating revenue.

**Lost and Found Articles**

<b>Article Description</b>	<b>Count</b>
APRONS	2
BABY STROLLER	4
BACKPACK	82
BAG	98
BIBLE	18
BIKE	113
BOOKS	32
CANE	10
CARD	5
CASE	13
CD, DVD, TAPE	8
CLOTHES	11
COOLER	1
ELECTRONICS	55
FOLDER/BINDER	6
GLASSES	133
GLOVES	7
HAT	76
I.D.	27
JACKET	85
JEWELRY	21
KEYS	163
LUGGAGE	10
LUNCH BAG	27
MEDICATION	1
MONEY	2
OTHER	88
PAGER	2
PASSPORTS	2
PHONE	261
PURSE	21
SHIRT	19
SHOES/SNEAKERS	28
SW SHIRT/HOODED	22
SWEATER	22
THERMO/MUG	3
TOOL	5
TOY	12
UMBRELLA	69
WALLET	108
WATCH	7
<b>Grand Total</b>	<b>1679</b>

**Consent Agenda Item #6.C. viii**

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Laura Minns  
(Technical Contact)  
Shannon White  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Miscellaneous  
Authorization to Modify Joint Project Agreement (JPA) between LYNX and the Orlando Utilities Commission (OUC) for the Parramore BRT Project to Include Cost of Work to be Completed

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify the Joint Project Agreement (JPA) with the Orlando Utilities Commission (OUC) for the Parramore Bus Rapid Transit (BRT) Project to include the actual cost of the work completed and to amend the FY2014 Capital Budget, accordingly. The total cost of reimbursement is estimated at \$1,223,800, which includes both environmental and BRT project costs.

**BACKGROUND:**

As part of the construction of the Parramore BRT Project, water and electrical utilities are required to be relocated into the new right-of-way being constructed. LYNX executed a JPA with OUC in August of 2013 which defined the terms of the joint project and reimbursement of the cost of construction and materials necessary for utility relocation. Final costs will be determined in accordance with the conditions within the JPA

**PROPOSED NEW EXPANSION:**

The project will add an additional 2.1 miles of BRT to the existing LYMMO system. The system will require 3 additional hybrid diesel buses to support the project. It will also include real time passenger information and new stations/stops along the route. Service is expected to begin in the summer of 2015. Notice to Proceed for Construction is anticipated in early fall.

## **FISCAL IMPACT:**

LYNX staff included remaining unobligated balances in the amount of \$12,660,598 for the Parramore BRT in the FY2014 Amended Capital Budget for design and construction activities. The OUC JPA includes \$1,076,260 funding participation towards the Parramore BRT project costs. The FY2014 Amended Capital Budget will be further amended to include the amount of \$608,262 in expenses for environmental remediation activities, \$147,540 of which is funded through the OUC JPA.

**JOINT PROJECT AND REIMBURSEMENT AGREEMENT FOR THE  
CREATIVE VILLAGE ROADWAY IMPROVEMENTS**

**THIS JOINT PROJECT AND REIMBURSEMENT AGREEMENT FOR THE CREATIVE VILLAGE ROADWAY IMPROVEMENTS** (the "Agreement") is made and entered into as of the date of last execution below by and between **ORLANDO UTILITIES COMMISSION** ("OUC"), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida, 32801, and **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, D/B/A LYNX** ("LYNX"), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 N. Garland Avenue, Orlando, Florida 32801. OUC and LYNX may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, OUC is committed to working with the City of Orlando and other partners to connect the redevelopment of various areas of Downtown Orlando, including Parramore and surrounding neighborhoods to LYNX Central Station and Downtown Orlando;

**WHEREAS**, LYNX is the recipient of a US Department of Transportation Federal Transit Administration (FTA) TIGER II grant (the "Tiger Grant") to fund the Parramore Bus Rapid Transit ("Parramore BRT Project") as an element of the proposed Creative Village Project (the "Creative Village");

**WHEREAS**, on or about May 31, 2012 LYNX entered into that certain Design-Build Pre-Construction Agreement (the "Design Agreement") dated May 31, 2012 with ZMG Construction, Inc., a Florida corporation (the "Design Builder"), pursuant to which the Design Builder was engaged to undertake the design of the Parramore BRT Project. It was contemplated

under the Design Agreement that, upon the completion of the design services, that LYNX would enter into a separate construction contract with the Design Builder for the Design Builder to undertake the construction of the improvements relating to the Parramore BRT Project; and

**WHEREAS**, OUC has within the Parramore BRT Project existing water and electric facilities, which in OUC's opinion, are not prudent for re-use or the configuration of said facilities and must be changed in a way that requires modification of such electric and water facilities. Accordingly, OUC desires to relocate and/or install its electric ("OUC Electric Project") and water facilities ("OUC Water Project") which will serve the Parramore BRT project, and OUC is considering whether it will enter into an agreement with a contractor to perform the work associated with such relocation and installation of said facilities in the same general location as the Parramore BRT Project (the two OUC Projects referred to together as the "OUC Projects"); and

**WHEREAS**, the Parties agree that it may be cost effective and efficient for OUC to utilize the BRT Project bid process and the resulting sub-contractor(s) to complete the OUC Projects in conjunction with the Parramore BRT Project; and

**WHEREAS**, LYNX also desires to utilize certain of the costs of the OUC Projects as "matching funds" to be used to match the Tiger Grant, and OUC is agreeable to such use; and

**WHEREAS**, OUC desires to incorporate the OUC Projects into the Parramore BRT Project; and

**WHEREAS**, LYNX is willing to incorporate the OUC Projects into the Parramore BRT Project for bidding and construction services as a single construction project in the location generally set out in Exhibit A hereto (the "Joint Project"); and

**WHEREAS**, the contractor to be engaged by LYNX to undertake the construction of the Parramore BRT Project (the "Contractor") will prepare an invitation for bids for the construction phase of the Parramore BRT Project and the OUC Projects and will award the work to one or more subcontractors pursuant to LYNX' procurement process; and

**WHEREAS**, the Parties agree that the design, scope development and construction costs of the OUC Projects will be at OUC's sole expense.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, OUC and LYNX hereby agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

**SECTION 2. PREPARATION OF CONSTRUCTION PLANS AND BID DOCUMENTS.**

A. OUC has provided to LYNX its design plans, specifications and scope for the OUC Water Project and the OUC Electric Project (the "OUC Plans") so that LYNX may incorporate the OUC Plans into LYNX' construction plans, specifications, and work schedule for the Parramore BRT Project. The work associated with the OUC Projects shall be incorporated into the bid for the Joint Project as optional scope, with the OUC Water Project and the OUC Electric Project each as separate optional scopes of work.

B. Joint Project Proposals. After the OUC Plans have been incorporated into the Parramore BRT Project construction plans and specifications, LYNX shall provide OUC with a copy of the Joint Project construction plans, specifications and schedules for OUC to review. OUC shall be allowed no more than ten (10) business days to perform a review and provide



comments back to LYNX. After the OUC review, the Contractor, with LYNX oversight, shall generate the bid package for the Joint Project and provide OUC with the bid package documents on the first date of the bid advertisement.

C. Project Manager. For purposes of coordinating the OUC Projects with LYNX or its Contractor, OUC shall within 2 weeks after the effective date of this Agreement designate a project manager for each of the OUC Projects to LYNX. The OUC project manager(s) shall act as liaison for OUC and LYNX as to issues that may arise under the Joint Project. The OUC project manager shall have authority to approve amendments and/or modifications to the OUC Plans as well as to enter into change orders with LYNX's prior written authorization and to respond to requests from LYNX and the Contractor.

### **SECTION 3. BIDDING AND AWARD OF JOINT PROJECT.**

The Contractor in conjunction with LYNX will select the sub-contractor(s) (the "Sub-Contractor(s)") for the Joint Project. The Sub-Contractors will provide firm quote(s) for their portion of the construction of the Joint Project. LYNX shall provide OUC ten (10) business days to review and comment on the quote. OUC may in its sole discretion choose not to participate in the Joint Project or to go forward with the OUC Water Project, the OUC Electric Project or both. OUC, shall within said ten (10) business days, review period notify LYNX in writing which of the two OUC Projects (if either or both), OUC would like LYNX to include in the award to the Sub-Contractor(s).

### **SECTION 4. PERMITS.**

OUC (or the Contractor on OUC's behalf) shall be responsible to obtain all permits for the OUC Projects. OUC agrees that all necessary permits for the OUC Projects shall be at OUC's sole cost and expense. All other permits related to the Joint Project shall be the responsibility of LYNX through the Contractor.

**SECTION 5. CONSTRUCTION ADMINISTRATION AND INSPECTIONS.**

LYNX shall provide and be responsible for inspection of the Parramore BRT Project to verify compliance with the plans and specifications. OUC shall be responsible for inspection and clarification or interpretation required related to the OUC Projects. Such clarification and interpretation shall be provided to the Contractor through LYNX. OUC shall not be responsible for any cost impacts for delays by LYNX in conveying any such information to the Contractor. OUC shall be required to respond to LYNX' requests for clarification or interpretation within two (2) business days (or such longer period as may be agreed by the parties in writing) of request and all required information to evaluate the request. OUC shall make reasonable efforts to reply as quickly as possible to LYNX' requests in order to avoid project delays. If OUC has not provided a response to LYNX within the two (2) business days, or as otherwise provided herein, LYNX will use its best judgment to make an appropriate determination. Any costs or expenses incurred as a result of LYNX' interpretation or misinterpretation due to OUC's failure to respond shall be the responsibility of OUC. OUC shall not provide directives or clarifications directly to the Contractor. LYNX or its authorized representative shall inform OUC of all construction progress meetings so OUC may attend and monitor the Contractor's compliance with the construction schedule. LYNX, or its authorized representative shall notify OUC in advance of all scheduled inspections of the OUC Projects requested by the Contractor. OUC shall be responsible for performing inspections of the OUC Projects during the course of construction. LYNX shall require the Contractor to comply with OUC's requests and changes for work specified in the bid award and contract. LYNX shall use all reasonable efforts to coordinate decisions on the OUC Projects with OUC, but shall not be responsible for damages related to its responsibility as joint project administrator, including good faith decisions, such as

stop work determinations, deemed necessary for proper execution of the OUC Projects. Likewise, OUC shall not be responsible for damages or costs associated with LYNX' decisions relative to the Parramore BRT Project.

**SECTION 6. CHANGE ORDERS.**

During the course of the Joint Project, if OUC or LYNX observe, or otherwise become aware of, any defects, conflicts or necessary changes to the Joint Project, each Party shall immediately notify the other Party of such defects, conflicts or necessary changes. OUC and LYNX agree that time is of the essence in making any decisions, interpretations and/or changes with respect to design, materials and other matters pertinent to the work covered by the construction contract so as not to materially delay the work of the Contractor. If OUC determines that a change is necessary to the construction contract in order to complete the OUC Projects, OUC shall provide such proposed change in writing to LYNX and LYNX shall review and, if it will not negatively impact LYNX's cost or schedule, process a change order with the Contractor. If LYNX rejects a change order presented by OUC, it will provide written details to OUC promptly and work cooperatively with OUC to come up with a solution to get the change order processed. In the event that LYNX determines a change is necessary to the construction contract in order to complete the Parramore BRT Project, LYNX shall provide to OUC a copy of the proposed change order for their records.

**SECTION 7. WARRANTIES, MAINTENANCE BOND AND BILL OF SALE.**

LYNX will obtain a performance bond and payment bond (in accordance with Section 255.05, Florida Statutes) from the Contractor before commencement of the Joint Project. The performance bond will name LYNX and OUC as additional joint obligees. The construction contract applicable to the Joint Project will contain a warranty of the work performed which shall

be in force and effect for a period of one (1) year from: (a) as to LYNX, the date on which LYNX approves final completion of its portion of the Joint Project, and (b) as to OUC, the date on which OUC approves the final completion of its portion of the Joint Project. Within twenty (20) business days following the receipt of OUC's payment of final invoice, LYNX will provide OUC a copy of the bill of sale and a copy of the maintenance bond by the Contractor at which point OUC will accept ownership of the OUC Projects. OUC will provide satisfactory maintenance and continuous control of the improvements for the life of the project, which will be in compliance with applicable FTA rules/regulations.

**SECTION 8. INSURANCE.**

LYNX will cause the Contractor to maintain Commercial General Liability and Workers Compensation coverage for all operations in connection with the Joint Project, including but not limited to Contractual, Projects and Completed Operations, and Personal Injury. The limits shall not be less than \$1,000,000.00 per occurrence. The general aggregate limit will either apply separately to this Agreement or shall be at least twice the required occurrence limit. OUC will be specifically included as an additional insured under said policies and said insurance shall include a provision that cancellation of the coverage shall not be effective until thirty (30) days prior written notice is provided to the OUC. Certificates of insurance, including all required endorsements, or renewals thereof will be produced by the Contractor at each stage of the Joint Project until the Contractor issues the bill of sale and LYNX and OUC accepts the Joint Project.

**SECTION 9. PAYMENT OF COSTS.**

OUC agrees to pay for all construction costs related to the OUC Projects including, but not limited to mobilization, demobilization, bonds and permits for the OUC Projects (the "OUC Costs") more specifically described in **Exhibit "B"**, attached hereto and made a part hereof by

this reference. OUC further agrees to pay for any costs associated with change orders related to the OUC Projects specifically requested by OUC or requested by the Contractor and approved by OUC with LYNX/ prior written approval per Section 6 which are in addition to the work set forth in the approved plans and specifications and in **Exhibit "B"**. OUC shall reimburse LYNX for all fees and costs due LYNX pursuant to this Agreement for the OUC Projects, on a monthly basis within [thirty (30)] days after OUC's receipt of LYNX' written request for reimbursement with accompanying backup documents.

Should OUC object to a reimbursement amount requested by LYNX, OUC shall submit its objections in writing to LYNX within fifteen (15) business days of receipt of the written reimbursement request from LYNX. OUC and LYNX shall meet to resolve disputes and make reasonable efforts to resolve them within ten (10) business days of LYNX' receipt of OUC's written objections.

#### **SECTION 10. DISPUTES.**

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the steps set forth:

- (a) negotiation;
- (b) non-binding mediation; and
- (c) judicial resolution.

#### **SECTION 11. MAINTENANCE.**

Upon OUC's acceptance and ownership of the OUC Projects, OUC shall be solely responsible for the maintenance and repair of the OUC Projects, except those covered by the warranty provisions of the construction contract.

**SECTION 12. COOPERATION AND IMPLEMENTATION OF AGREEMENT.**

The Parties agree to work together during the implementation of this Agreement in order to maximize the benefit to the customers of both Parties. If this Agreement requires modification as a result of circumstances, unforeseen at the time of Agreement execution, the Parties agree to coordinate these modifications through an amendment to this Agreement.

**SECTION 13. EFFECTIVE DATE AND TERM OF AGREEMENT.**

This Agreement shall be effective as of the date of last execution hereof by the Parties hereto (the "Effective Date") and remain in effect until the Costs are fully reimbursed by OUC.

**SECTION 14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS.**

Each Party will be responsible for its own actions in regard to its respective project, and neither party will have any duties or obligations of any nature whatsoever in connection with the other Party's Project, except as expressly set forth in this Agreement. Nothing contained herein shall constitute a waiver by either Party of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.

**SECTION 15. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.**

This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party.

**SECTION 16. ASSIGNMENT.**

LYNX may assign its rights and obligations to another entity so long as that entity agrees to be bound by all of the terms and conditions hereof and consent is obtained from OUC, which consent shall not be unreasonably withheld. OUC may assign its rights and obligations to

another entity so long as that entity agrees to be bound by all of the terms and conditions hereof and written consent is obtained from LYNX, which consent shall not be unreasonably withheld.

**SECTION 17. TERMINATION.**

This Agreement may only be terminated by mutual written agreement by the Parties. If terminated during the construction of the Joint Project, OUC shall pay LYNX the contract price for all work done and accepted by OUC related to the OUC Projects until the date of termination. Alternatively, if this Agreement is terminated during the construction of the Joint Project but prior to acceptance by OUC, OUC shall pay LYNX the contract price for all work done and necessary to bring work to a point where no danger to the public health, safety or welfare results from stopping work. In the event of such termination, LYNX shall provide OUC with a bill of sale for such work completed and assign to OUC any warranty given by the Contractor related to the OUC Projects that has been accepted by OUC.

**SECTION 18. NOTICES.**

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered to either a) hand delivered to the official hereinafter designated for each Party, or when b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the representative or official and address set forth below, or at such other address as a Party shall specify by written notice to the other.

If to LYNX:	Central Florida Regional Transportation Authority 455 N. Garland Avenue Orlando, FL 32801 Attn: Director of Procurement Telephone: (407) 254-6057 Facsimile: (407) 254-6386
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With a copy to: Akerman Senterfitt  
420 S. Orange Avenue, Suite 1200  
Orlando, FL 32801  
Attn: Patrick T. Christiansen, Esquire  
Telephone: (407) 419-8545  
Facsimile: (407) 254-4233

If to OUC: Director, Delivery Engineering  
Orlando Utilities Commission  
6003 Pershing Avenue  
Orlando, Florida 32822  
Telephone: (407)-434-4137  
Facsimile: (407) 434-4329

With a copy to: OUC Legal Department  
100 West Anderson Street  
Orlando, FL 32801  
Telephone: (407) 434-2167  
Facsimile: (407) 434-2220

When notice is required due to maintenance and repairs, the Parties shall notify each other at the operations telephone and facsimile numbers provided above or such other numbers that have been specified by written notice to the other Party.

**SECTION 19. SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

**SECTION 20. APPLICABLE LAW AND VENUE.**

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and the venue of any action arising hereunder shall lie in the Circuit Court of Orange County, Florida.



**SECTION 21. ENTIRE AGREEMENT.**

This instrument contains the entire Agreement between the Parties and supersedes all previous discussions, understanding and Agreements between the Parties relating to the subject matter of this Agreement.

**SECTION 22. TIME OF THE ESSENCE.**

Time is of the essence in implementing the terms of this Agreement.

**SECTION 23. MODIFICATIONS.**

Any and all modifications to the provisions herein shall be made by mutual agreement of the Parties, in writing, and be executed by the Parties hereto.

**SECTION 24. FTA COMPLIANCE.**

The parties are aware and understand that LYNX has obtained the Tiger Grant and, in order to do so, is required to comply with the FTA "Buy America" requirements. In order for LYNX to qualify costs for the OUC Projects as matching funds for the Tiger Grant, the OUC Projects shall to the extent OUC deems it reasonably possible (based on relative cost and quality) also comply with any requirements of the FTA , including the FTA "Buy America" criteria . The parties are aware that LYNX will include said criteria in the invitation for bids to be submitted by the Contractor, and the parties will work together to meet said FTA requirements. If Contractor is unable to utilize American-made items for the OUC Project, OUC may go forward with the Projects utilizing as much as is reasonably possible based on OUC's technical requirements and budget, **provided, however,** in such event, LYNX, in its discretion, may elect not to incorporate the OUC Projects into the Parramore BRT Project and, in such case, may cancel this Agreement. In such case, the parties are aware of the possibility that, without the required match to the Tiger Grant, the Parramore BRT Project may not be undertaken.

IN WITNESS WHEREOF, OUC and LYNX have below caused this Agreement to be executed in manner and form and by persons and/or officers thereunto duly authorized.

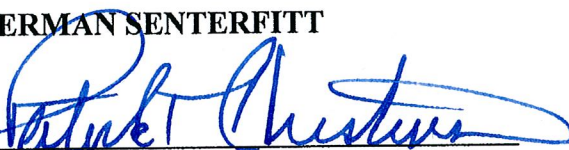
CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY  
d/b a LYNX

By:   
John Lewis, Chief Executive Officer

**Approved as to Form:**

This Agreement is approved as to form only for execution by LYNX, and this approval is not to be relied upon by any other person or for any other purpose.

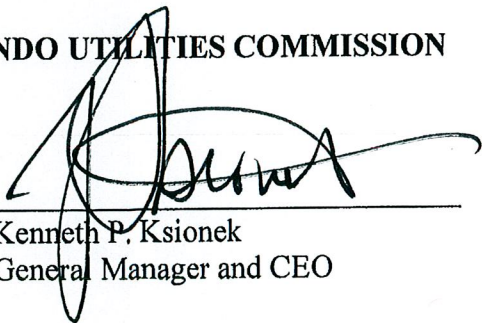
AKERMAN SENTERFITT

By:   
Name: Patrick T. Christiansen  
Title: Shareholder


Date: 9/4, 2013

ORLANDO UTILITIES COMMISSION

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

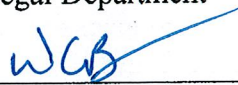
  
Kenneth P. Ksionek  
General Manager and CEO

Attest:

  
Name: ELIZABETH M. MASON  
Title: ASSISTANT SECRETARY

Approved as to form and legality,  
OUC Legal Department

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



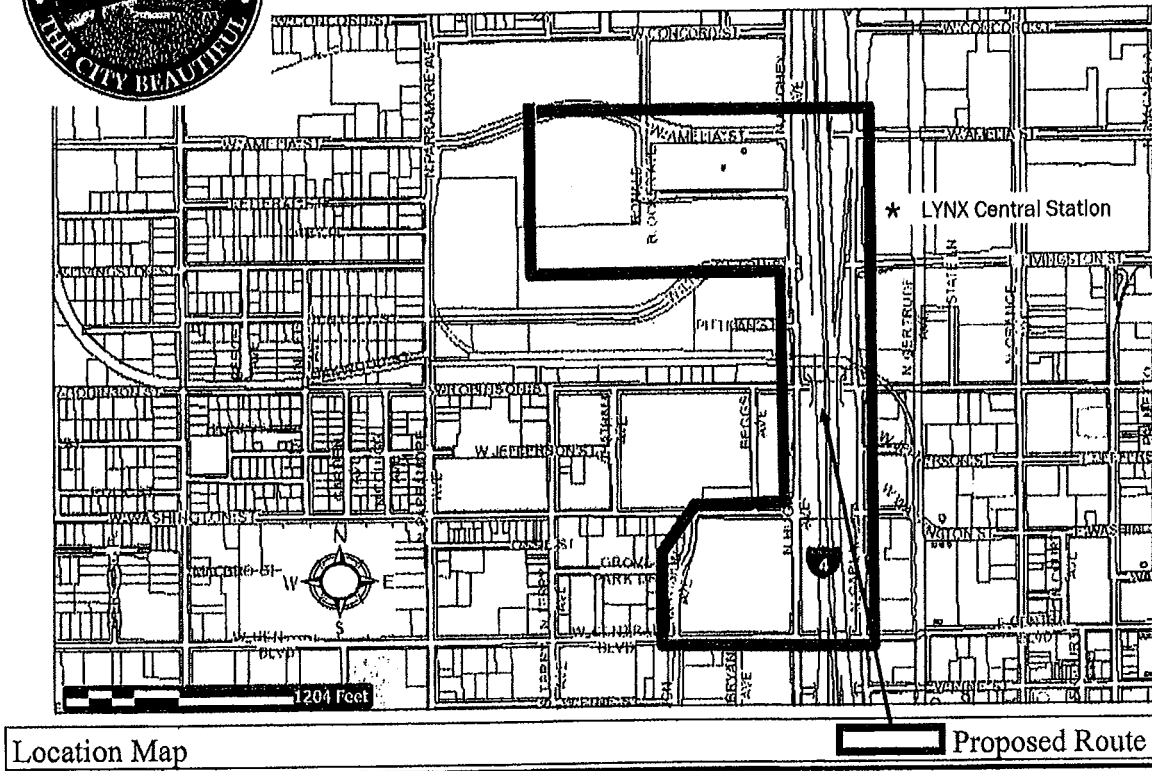
Date: Aug 30, 2013

EXHIBIT "A"

LOCATION OF JOINT PROJECT



PARRAMORE LYMMO/  
BUS RAPID TRANSIT (BRT)

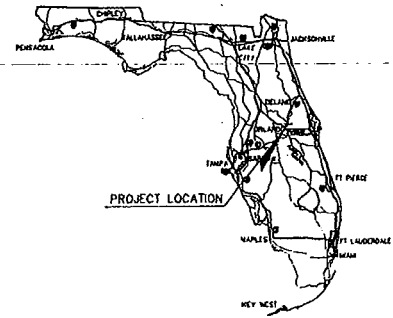


**EXHIBIT "B"**

**DESCRIPTION OF PLANS AND SPECIFICATIONS FOR OUC PROJECTS**

Attached hereto is the cover page of the plans for the Roadway Lighting Plans and the Utility Plans making up the OUC Projects. These are for descriptive and identification purposes only.

# LYNX PARRAMORE BUS RAPID TRANSIT



## INDEX OF ROADWAY LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	TOTALIZATION OF QUANTITIES
L-3	GENERAL NOTES
L-4	PAY ITEM NOTES
L-5	POLE DATA AND LEGEND
L-6 THROUGH L-10	LIGHTING PLANS
L-11 THROUGH L-15	LIGHTING TYPICAL DETAILS
L-16	ELECTRICAL SYMBOLS, ABBREVIATIONS AND NOTES
L-17	ELECTRICAL FUSERS DETAIL FOR LOWER RECEPTACLES POWER SERVICE
L-18	ELECTRICAL FUSERS DETAIL FOR HIGHER POWER SERVICE
L-19	ELECTRICAL RECEPTACLES POWER SERVICE PANEL P1 SCHEDULE
L-20	ELECTRICAL RECEPTACLES POWER SERVICE PANEL P2 SCHEDULE
L-21	LIGHT POLE WAVING DETAIL
L-22	LIGHTING PHOTOMETRICS



## ROADWAY LIGHTING PLANS

PLANS PREPARED BY



CARDNO TBE  
LIGHTING PLANS  
ENGINEER OF RECORD

P.E. NO. 88540

FISCAL YEAR	SHEET NO.
12	L-1

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

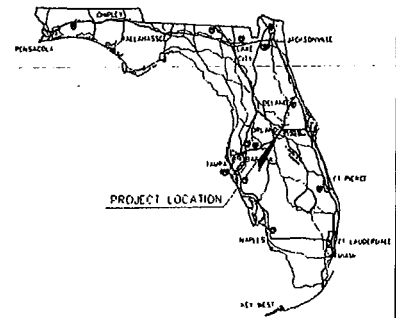
CONFORMING STANDARDS AND SPECIFICATIONS  
FLORIDA DEPARTMENT OF TRANSPORTATION  
DESIGN STANDARDS DATED 2013.  
AASHTO STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION DATED 2012.  
AMENDED BY CONTRACT DOCUMENTS.

100% SUBMITTAL  
JUNE 17, 2013

# INDEX OF ROADWAY LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	TABULATION OF QUANTITIES
L-3	GENERAL NOTES
L-4	PAY ITEM NOTES
L-5	POLE DATA AND LEGEND
L-6 THRU L-10	LIGHTING PLANS
L-11 THRU L-15	LIGHTING TYPICAL DETAILS
L-16	ELECTRICAL SYMBOLS, ABBREVIATIONS AND NOTES
L-17	ELECTRICAL RISER DETAIL FOR LOWER RECEPTACLES POWER SERVICE.
L-18	ELECTRICAL RISER DETAIL FOR SHELTER POWER SERVICE
L-19	ELECTRICAL RECEPTACLES POWER SERVICE PANEL P1 SCHEDULE
L-20	ELECTRICAL RECEPTACLES POWER SERVICE PANEL P2 SCHEDULE
L-21	LIGHT POLE WIRING DETAIL
L-22	LIGHTING PHOTOMETRICS

# LYNX PARRAMORE BUS RAPID TRANSIT



## INDEX OF UTILITY PLANS

SHEET NO.	SHEET DESCRIPTION
U1	KEY SHEET
U2	SUMMARY OF PAY ITEMS
U3-U3A	UTILITY NOTES
U4	WATER DETAILS
U5 - U7	SEWERAGE DETAILS
U8-00	PROJECT LAYOUT
U8-01 - U8-03	PLAN AND PROFILES
U9-00	UTILITY ADJUSTMENTS GENERAL NOTES
U9-01 - U9-02	UTILITY ADJUSTMENTS
U10-01 - U10-03	ONE ELECTRICAL & UTILITY CORRIDOR PLANS
U11-00	PARKING LOT PLAN



## UTILITY PLANS

PLANS PREPARED BY:



100% SUBMITTAL  
JUNE 17, 2013

UTILITY PLANS  
DRAWN BY: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
P.E. NO.: 52167

FISCAL YEAR	SHEET NO.
12	U1

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



# INDEX OF UTILITY PLANS

SHEET NO.	SHEET DESCRIPTION
U1	KEY SHEET
U2	SUMMARY OF PAY ITEMS
U3-U3A	UTILITY NOTES
U4	WATER DETAILS
U5 - U7	SANITARY DETAILS
U8.00	PROJECT LAYOUT
U8.41 - U8.53	PLAN AND PROFILES
U9.00	UTILITY ADJUSTMENTS GENERAL NOTES
U9.41 - U9.52	UTILITY ADJUSTMENTS
U10.41 - U10.53	OUC ELECTRICAL & UTILITY CORRIDOR PLANS
U11.00	PARKING LOT PLAN

**Consent Agenda Item #6.C. ix**

**To:** LYNX Board of Directors

**From:** Daniel Healey  
DIRECTOR OF ENGINEERING  
Laura Minns  
(Technical Contact)  
Shannon White  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6023

**Item Name:** Miscellaneous  
Authorization to Negotiate and Amend the Interlocal Agreement between  
LYNX and the City of Orlando for the Parramore BRT Project

**Date:** 7/24/2014

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and amend the existing Inter-Local Agreement between LYNX and the City of Orlando to finalize the cash match required for the Parramore BRT Project and related expenses and to provide for the additional cash match to support the soft utilities that have agreed to participate in the project.

In addition, staff is requesting authorization for the CEO or designee to amend the FY2014 Capital Budget, accordingly.

**BACKGROUND:**

At the March 27, 2014 Board of Directors' meeting the Board authorized the Chief Executive Officer to revise the Guaranteed Maximum Price (GMP) estimate for construction not-to-exceed \$12,138,407. Since the March Board meeting, the cost estimates have changed somewhat based on negotiations with OUC electrical and water, City waste water, and soft utilities. As a result, the remaining City cash share needed to complete the project is estimated at \$1.2M (see table below) and includes estimated costs for environmental remediation. Final costs will be determined after bid and once final GMP is negotiated with the Design/Builder, LYNX and the City will revise their Inter-Local Agreement accordingly to finalize the City's cash match needed for the project and provide for the payment for the cost of work associated with the soft utilities that are participating in the project.

Available Cash Funding	Environmental	BRT Project	Total Parramore Project
FTA Grant	\$ -	\$ 13,000,000	\$ 13,000,000
City of Orlando - CEI	-	500,000	500,000
City of Orlando - CRA	-	644,000	644,000
City of Orlando - Wastewater	49,830	363,495	413,325
City of Orlando - low voltage utilities	41,911	305,724	347,635
OUC: electric, water, street lighting	147,540	1,076,260	1,223,800
Total Cash Available	<u>\$ 239,281</u>	<u>\$ 15,889,479</u>	<u>\$ 16,128,760</u>
Obligations incurred to date	\$ 48,262	\$ 4,271,097	\$ 4,319,359
Estimated future costs including 10% construction contingency	<u>560,000</u>	<u>12,478,614</u>	<u>13,038,614</u>
Total Cash Required	<u>\$ 608,262</u>	<u>\$ 16,749,712</u>	<u>\$ 17,357,974</u>
Estimated Additional Cash Need**	<u>\$ 368,981</u>	<u>\$ 860,233</u>	<u>\$ 1,229,214</u>

\*\*Subject to final bids and joint project agreement between LYNX, OUC and the City of Orlando

**PROPOSED NEW EXPANSION:**

The project will add an additional 2.1 miles of BRT to the existing LYMMO system. The system will require 3 additional hybrid diesel buses to support the project. It will also include real time passenger information and new stations/stops along the route. Service is expected to begin in the summer of 2015. Notice to Proceed for Construction is anticipated in Fall 2014.

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

An overall goal of 14% was established for this project.

**FISCAL IMPACT:**

LYNX staff included remaining unobligated balances in the amount of \$12,660,598 for the Parramore BRT in the FY2014 Amended Capital Budget for design and build activities. Included within this amount was \$360,521 for City of Orlando in-kind participation.

LYNX will need to request that the remaining 20% local match in the amount of \$360,521 to be provided as cash as opposed to in-kind. In addition, we will need to identify an additional \$868,692 (\$368,981 environmental and \$499,711 related to the increased cost for general condition from 6% to 12%) in order to meet the total shortfall of \$1,229,214, and amend the FY2014 Capital Budget accordingly.

**Action Agenda Item #7.A**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Leonard ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Authorization to Amend the FY2014 Service Funding Agreement with Orange County

**Date:** 7/24/2014

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2014 Service Funding Agreement with Orange County from \$37,587,018 to \$38,087,018 as detailed in Exhibit B and the additional requirements included in the addendum paragraphs 28 through 31.

In addition, staff is requesting authorization for the CEO or designee to amend the FY2014 Amended Capital Budget, accordingly.

**BACKGROUND:**

In September 2013, LYNX Board of Directors approved the Orange County Service Funding Agreement for fiscal year 2014 in the amount of \$37,587,018. Over the past few months, LYNX staff worked diligently with Orange County staff to determine an appropriate use of the \$500,000 additional one-time capital funding authorized by the Orange County Board of County Commissioners during their FY2014 budget development process.

As a result of several discussions and a presentation by LYNX staff to the Orange County Board of County Commissioners, the following approval was provided regarding the use of the \$500,000:

1. Up to two hundred fifty thousand dollars (\$250,000) for capital expenditures directly related to construction of a Pine Hills super stop; and
2. Up to an additional two hundred fifty thousand dollars (\$250,000) for such other capital expenditures as may be approved by Orange County.

## LYNX Board Agenda

In addition to the additional one-time capital funding, Orange County staff is requesting to modify the FY2014 Service Funding Agreement to include the additional requirements indicated in the addendum as follows:

1. An attached Exhibit “C” as a schedule listing:
  - (i) All of LYNX’ Funding Partners;
  - (ii) The amount of funding required of each Funding Partner by the model used by LYNX to determine what each Funding Partner should contribute for fiscal year 2013-2014 (the “LYNX Funding Model”); and
  - (iii) The amount each Funding Partner actually budgeted in fiscal year 2013-2014 to contribute for the services contemplated in the LYNX Funding Model.
2. The schedule attached as Exhibit “C” shall be updated quarterly by listing the amount each funding partner has paid to LYNX to date, and the updated schedule shall be included as a part of each quarterly report that LYNX submits to the County pursuant to section 4 (b).
3. In the event that one or more Funding Partners budgets and/or pays less than the amount the LYNX Funding Model requires of that Funding Partner for the fiscal year 2013-2014, LYNX agrees that it will consider reducing service in that Funding Partner’s service area to compensate for the shortfall. If LYNX does not implement such a service reduction, LYNX agrees that, prior to any use of reserve funds to subsidize routes in the jurisdiction of any Funding Partner not paying the full amount required by the LYNX Funding Model, LYNX shall provide specific advance written notice to Orange County at all notice addresses set forth in Section 18 hereof, of any intent to request approval from the LYNX Board of Directors for use of reserve funds for such purpose or purposes.

Since the modifications requested above are considered to be a material change to the previously approved service funding agreement between LYNX and Orange County, LYNX staff is requesting the Board of Directors authorization of the additional \$500,000 one-time capital funding and concurrence on the additional contract requirements as mentioned above.

A copy of the proposed service funding agreement that will be entered into between LYNX and Orange County for Fiscal Year 2014 is attached. Additional changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

### **FISCAL IMPACT:**

Upon approval, LYNX staff will amend the FY2014 Capital Budget to incorporate the additional anticipated funds from Orange County in the amount of \$500,000 to support the capital improvement for Orange County.

**SERVICE FUNDING AGREEMENT**  
**by and between**  
**ORANGE COUNTY, FLORIDA**  
**and**  
**LYNX**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (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 Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) 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**, the Funding Partner recognizes the need to maintain and improve transit services; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

**WHEREAS**, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 27, 2012 (the “**Prior Fiscal Year Funding**”

**Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2012 to September 30, 2013 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

**WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

**WHEREAS**, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2013 and ending the following September 30, 2014.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2014 and ending the following September 30, 2015.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.



3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2014 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in subparagraph 3(b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2014, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

#### 4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.

- (B) A comparison of scheduled versus actual Revenue Hours.
  - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
  - (D) A list of changes to authorized staffing.
  - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated 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 Funding Partner 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.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** 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 Funding Partner 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 Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner:           Orange County  
  P.O. Box 1393  
  Orlando, Florida 32802-1393  
  Attn: Ajit Lalchandani, County Administrator

With copy to:                       Orange County Office of Management and Budget  
  P.O. Box 1393  
  Orlando, Florida 32802-1393  
  Attn: Manager, OMB

With copy to:                       Orange County Office of Regional Mobility  
  P.O. Box 1393  
  Orlando, Florida 32802-1393  
  Attn: Director, Office of Regional Mobility

As to LYNX:                         Central Florida Regional Transportation Authority  
  455 North Garland Avenue  
  Orlando, Florida 32801-1518  
  Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

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

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Teresa Jacobs, County Mayor

Date: \_\_\_\_\_



**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

John M. Lewis, Jr.,  
Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

Date: \_\_\_\_\_

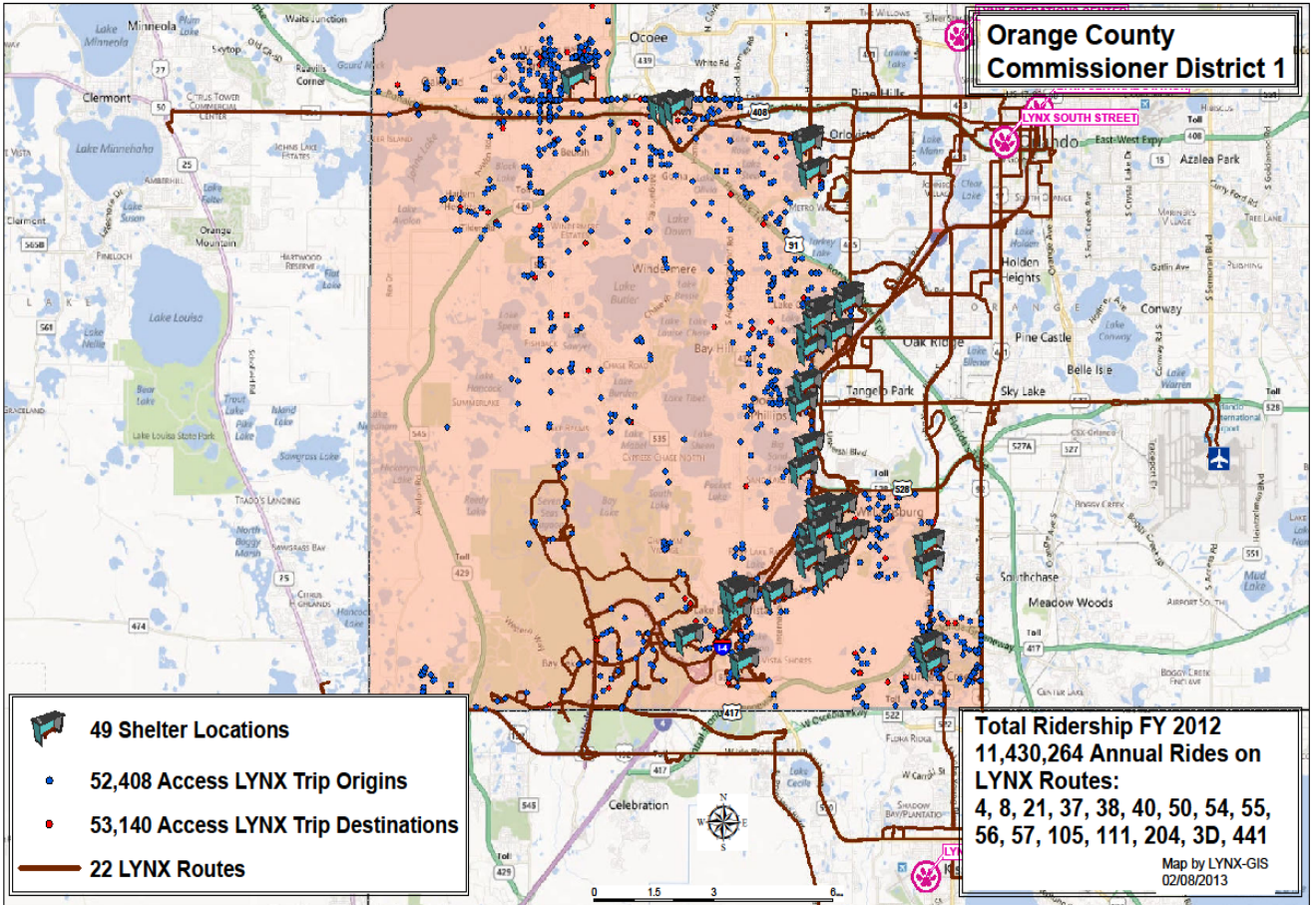
**AKERMAN SENTERFITT,**  
Counsel for LYNX

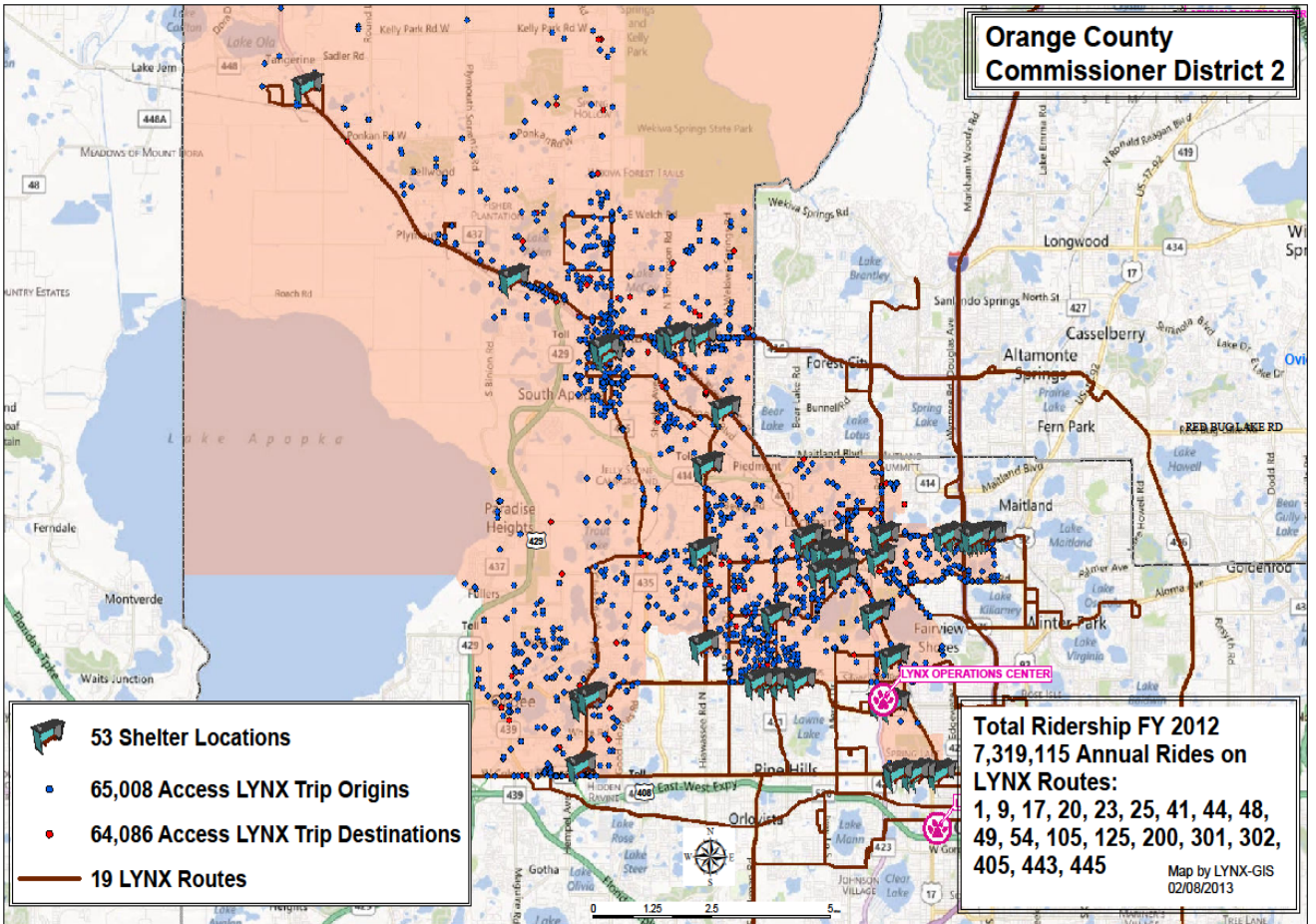
By: \_\_\_\_\_

Patrick T. Christiansen, Esq.

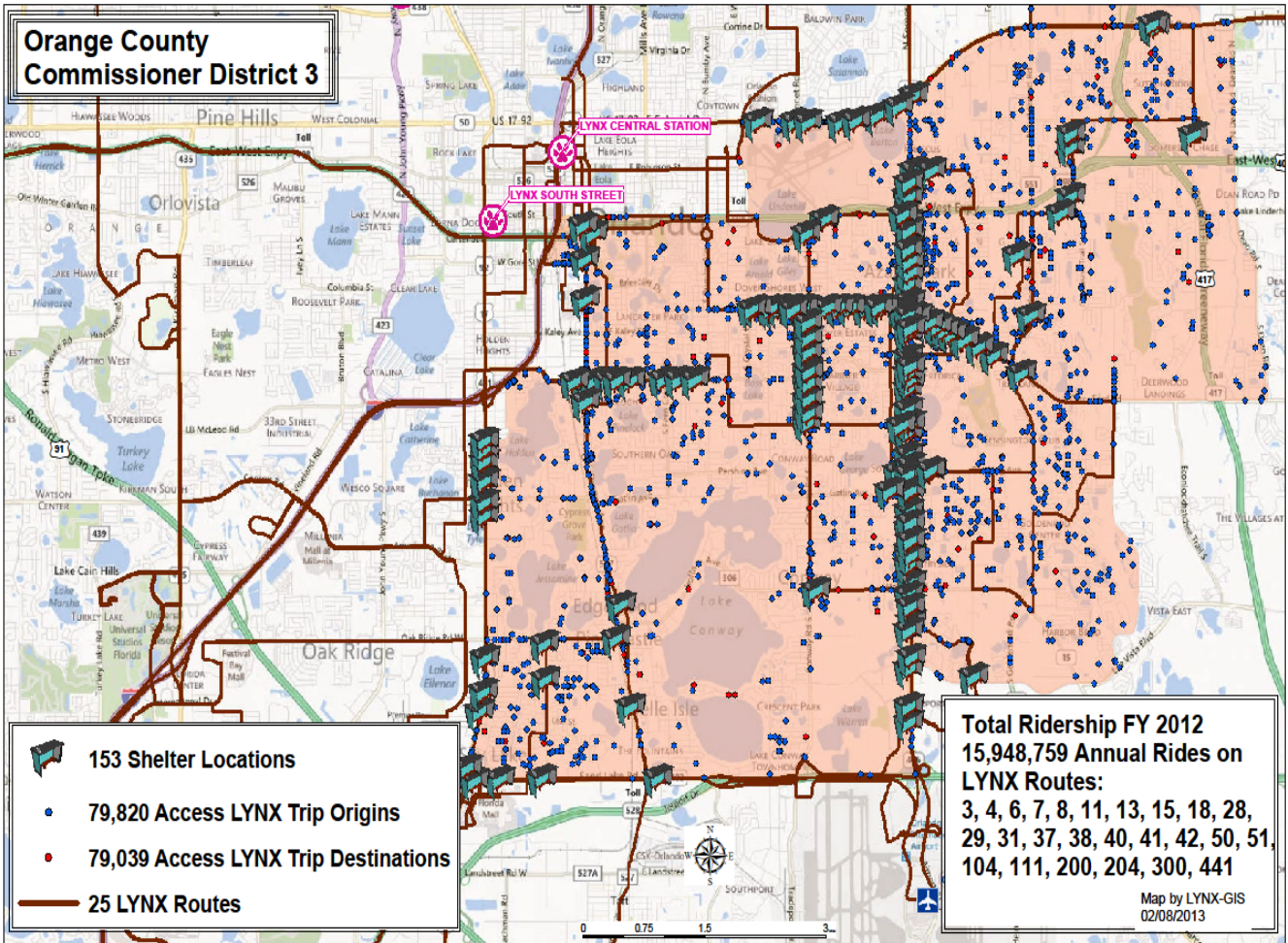
# Exhibit "A"

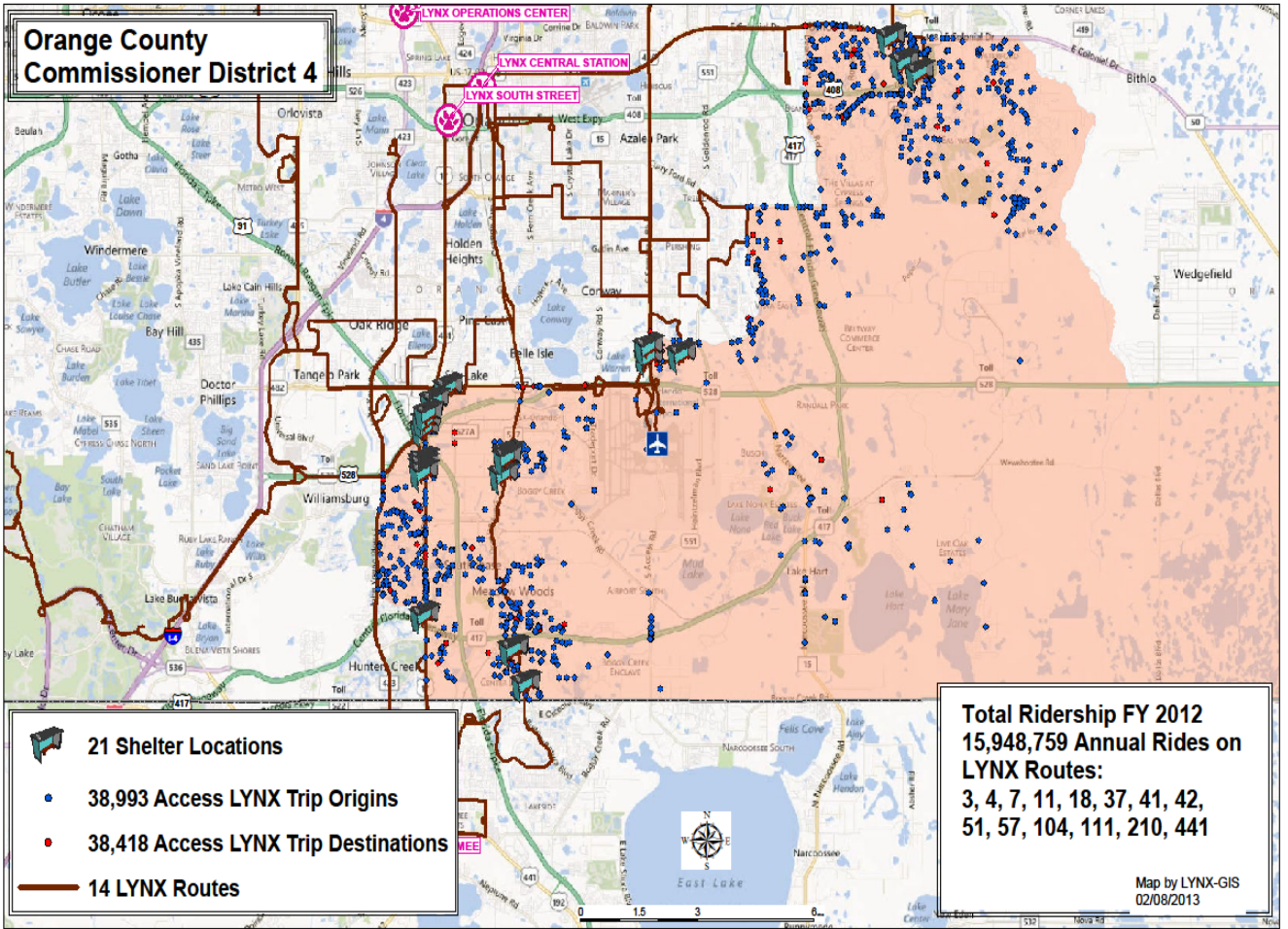
## DESCRIPTION OF SERVICE AREA



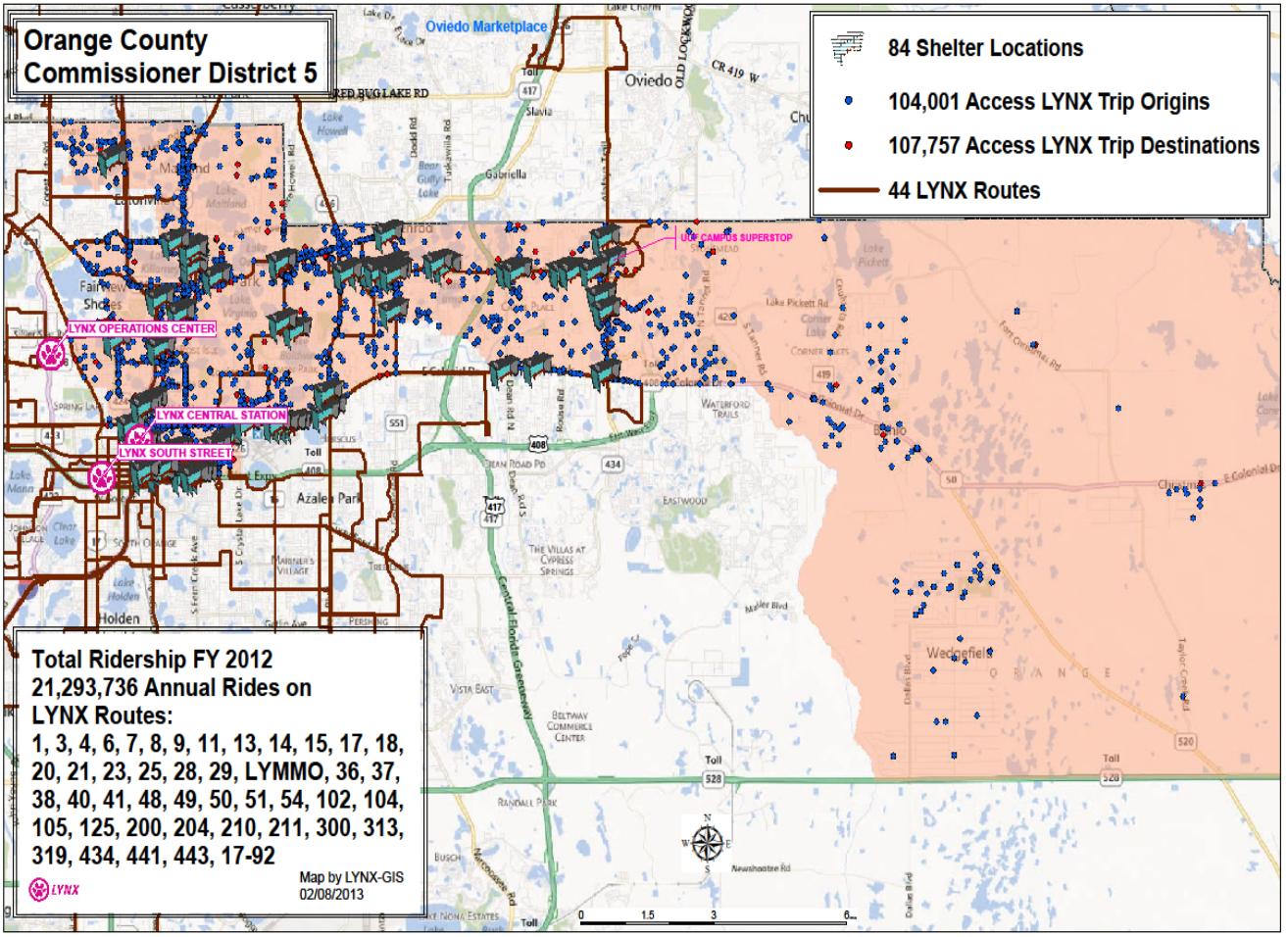


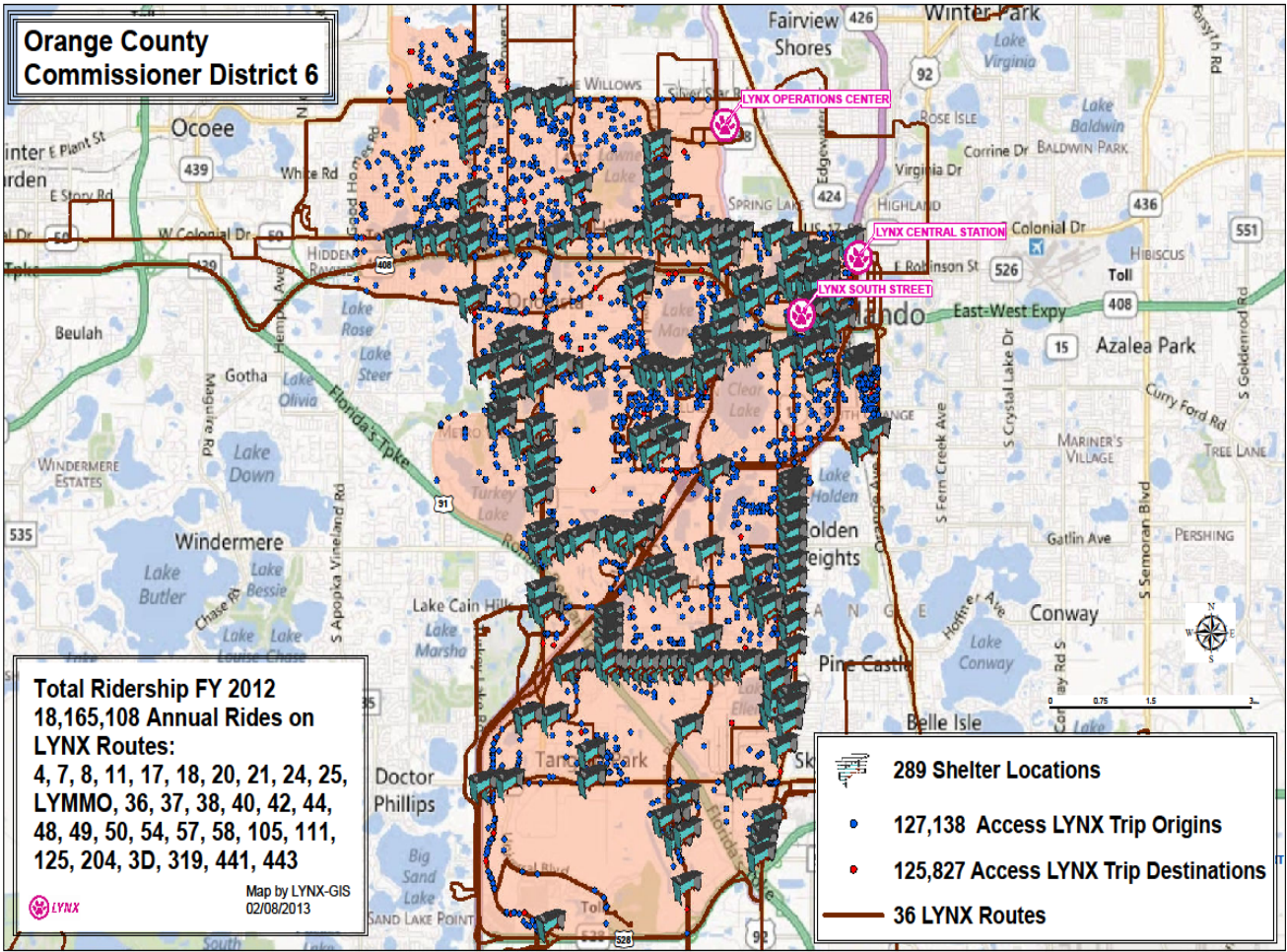












**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

October 2013 - September 2014      \$38,087,018

<b>FY2014 Billing Schedule:</b>	
October 2013	\$ 3,132,251
November 2013	\$ 3,132,251
December 2013	\$ 3,132,251
January 2014	\$ 3,132,251
February 2014	\$ 3,132,251
March 2014	\$ 3,132,251
April 2014	\$ 3,132,251
May 2014	\$ 3,132,251
June 2014	\$ 3,132,251
July 2014	\$ 3,132,251
August 2014	\$ 3,132,251
September 2014	\$ 3,132,257
Additional Capital Funding*	\$500,000
<b>Total Annual Funding Request from County</b>	<b>\$38,087,018</b>

\* This additional one-time capital funding is pursuant to Section 31 of the Agreement and may be invoiced in part or in whole when necessary for construction of a Pine Hills super stop and/or other capital expenditures approved by the Funding Partner in advance.



## ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate thirty-seven million five hundred eighty-seven thousand eighteen dollars and zero cents (\$37,587,018) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$37,587,018 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods Lynx route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

27. With respect to the foregoing Agreement, the following provisions are modified:

(a) In regard to Paragraph 3(a)(ii), for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) Clause (iv) in Paragraph 3(b) is hereby deleted and not applicable.

(c) In regard to Clause (v) of Paragraph 3(b):

(i) The phrase "...Appropriated Amount under clause (iv)" is hereby deleted and not applicable.

(ii) The term of "one hundred twenty (120) days" in clause (ii) is hereby amended to read "ninety (90) days".

(d) In regard to the payment to be made of the Post Termination Payment, said payments will be made based upon invoicing by LYNX and said Post-Termination Payment will be made by the Funding Partner within thirty (30) days after its receipt of the invoice from LYNX.

28. Attached hereto as Exhibit “C” is a schedule listing:

(i) All of LYNX’s Funding Partners;

(ii) The amount of funding required of each Funding Partner by the model used by LYNX to determine what each Funding Partner should contribute for fiscal year 2013-2014 (the “LYNX Funding Model”); and

(iii) The amount each Funding Partner actually budgeted in fiscal year 2013-2014 to contribute for the services contemplated in the LYNX Funding Model.

29. The schedule attached as Exhibit “C” shall be updated quarterly by listing the amount each funding partner has paid to LYNX to date, and the updated schedule shall be included as a part of each quarterly report that LYNX submits to the County pursuant to section 4 (b).

30. In the event that one or more Funding Partners budgets and/or pays less than the amount the LYNX Funding Model requires of that Funding Partner for the fiscal year 2013-2014, LYNX agrees that it will consider reducing service in that Funding Partner’s service area to compensate for the shortfall. If LYNX does not implement such a service reduction, LYNX agrees that, prior to any use of reserve funds to subsidize routes in the jurisdiction of any Funding Partner not paying the full amount required by the LYNX Funding Model, LYNX shall provide specific advance written notice to Orange County, at all notice addresses set forth in Section 18 hereof, of any intent to request approval from the LYNX board of directors for use of reserve funds for such purpose or purposes.

31. In addition to the above-referenced thirty-seven million five hundred eighty-seven thousand eighteen dollars and zero cents (\$37,587,018) appropriated by the Funding Partner, a one-time amount of five hundred thousand dollars (\$500,000) has been approved for the following:

(i) Up to two hundred fifty thousand dollars (\$250,000) for capital expenditures directly related to construction of a Pine Hills super stop; and

(ii) Up to an additional two hundred fifty thousand dollars (\$250,000) for such other capital expenditures as may be approved by the Funding Partner.

**Exhibit "C"**

**SCHEDULE LISTING OF LYNX FUNDING PARTNERS**

<b>LYNX FY2014 Local Funding Amounts</b>				
	<b>FY2014 Funding Model Amount</b>	<b>Prepays/ Service Changes</b>	<b>Additional Capital</b>	<b>FY2014 Funding Agreement</b>
<b>Operating Funding</b>				
Orange County	\$ 35,777,072	\$ 132,902	\$ -	\$ 35,909,974
Osceola County	5,330,117	(121,750)	-	5,208,367
Seminole County	5,920,884	-	-	5,920,884
City of Orlando	3,814,797	-	-	3,814,797
City of Orlando - LYMMO	1,883,055	-	-	1,883,055
<b>Subtotal</b>	<b>\$ 52,725,925</b>	<b>\$ 11,152</b>	<b>\$ -</b>	<b>\$ 52,737,077</b>
St. Cloud	\$ 161,999	\$ -	\$ -	\$ 161,999
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Volusia Express	162,096	-	-	162,096
Lake County	-	123,048	-	123,048
<b>Subtotal</b>	<b>\$ 537,995</b>	<b>\$ 123,048</b>	<b>\$ -</b>	<b>\$ 661,043</b>
 <b>Subtotal Operating Funding</b>	 <b>\$ 53,263,920</b>	 <b>\$ 134,200</b>	 <b>\$ -</b>	 <b>\$ 53,398,120</b>
 <b>Capital Contributions</b>				
Orange County	\$ 1,677,044	\$ -	\$ 500,000	\$ 2,177,044
Osceola County	211,165	-	-	211,165
Seminole County	225,537	-	-	225,537
<b>Subtotal</b>	<b>\$ 2,113,746</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ 2,113,746</b>
 <b>Total Local Funds</b>	 <b>\$ 55,377,666</b>	 <b>\$ 134,200</b>	 <b>\$ 500,000</b>	 <b>\$ 55,511,866</b>

**Action Agenda Item #7.B**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Leonard ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Authorization to Amend the FY2014 Service Funding Agreement with Lake County

**Date:** 7/24/2014

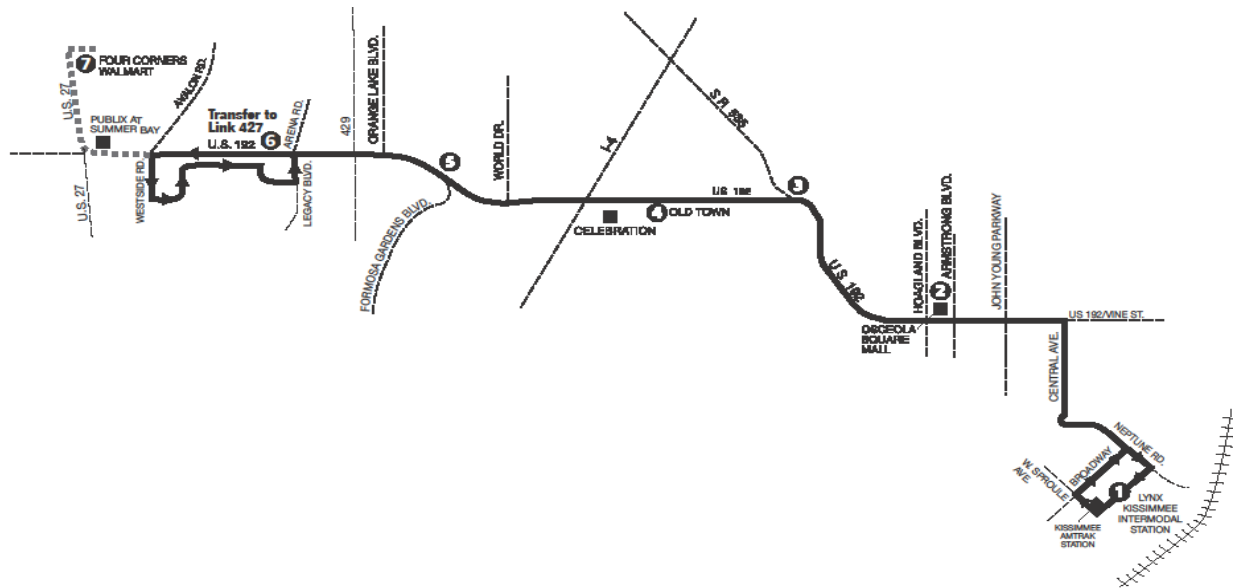
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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2014 Service Funding Agreement with Lake County from \$66,676 to \$72,242 and amend the FY2014 Amended Operating Budget accordingly.

**BACKGROUND:**

Link 55 is a fixed-route service between Kissimmee in Osceola County and the Four Corners region in Lake and Polk Counties. Service began on 05/20/2001 between Osceola Square Mall and Secret Lake Drive in west Osceola County. In April 2004, the route was extended west into Lake and Polk Counties, terminating at the Publix at Summer Bay shopping plaza. As development in the area increased, the route was extended further west to the new Cagan Crossings Walmart located just north of the interchange of US 192 & US 27. This alignment has been in place since December 2006. In its current structure, Link 55 operates in 4 counties (see Table 1). It is important to note that in the Four Corners area, the centerline of US 192 serves as the boundary between Orange and Osceola County (east of Bali Boulevard) and Lake and Polk County (west of Bali Boulevard). Thus, westbound trips through this area are technically operating in Orange and Lake Counties while eastbound trips operate in Polk and Osceola Counties.



**Table 1 – Link 55 Mileage by Jurisdiction**

Link #	Link Name	County	Miles	% of Total
55	WEST US 192/FOUR CORNERS	LAKE	2.7	8%
		ORANGE	3.8	11%
		OSCEOLA	27.0	77%
		POLK	1.4	4%
			<b>34.9</b>	<b>100%</b>

On September 18, 2013, the service ended due to a lack of funding. Since that time, Lake County requested to continue the service at a reduced level with an effective date of December 2013.

On December 4, 2013, staff requested the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enter into a FY2014 Service Funding Agreement with Lake County with an effective date of December 2013 and to amend the FY2014 Amended Operating Budget accordingly.

Lake County is currently requesting additional trips to 9:45 p.m. beginning in August 2014. The revised Exhibit “B” and addendum are attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with Lake County to include the revised Exhibit “B” and addendum.

**FISCAL IMPACT:**

Upon approval, LYNX staff will amend the FY2014 Operating Budget to incorporate the anticipated funds from Lake County in the amount of \$72,242 to support the service for Lake County through September 30, 2014.

**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

<b>January through September</b>	<b>\$112,880</b>
----------------------------------	------------------

<b>Exhibit B - Lake County Transit Service Costs For FY2014</b>	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 55	\$112,880
Less: Estimated Fares	(40,638)
<b>Total County Transit Service Cost</b>	<b>\$ 72,242</b>

<b>FY2014 Billing Schedule:</b>	
January 2014	3,922
February 2014	7,844
March 2014	7,844
April 2014	7,844
May 2014	7,844
June 2014	7,844
July 2014	7,844
August 2014	9,700
September 2014	11,556
<b>Annual Funding Request from County</b>	<b>\$ 72,242</b>

**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on August 26, 2008, adopted a Transportation Development Plan (the “TDP”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of seventy two thousand two hundred forty two dollars and zero cents (\$72,242) to LYNX for fiscal year 2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$72,242 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$72,242 shall be paid by the Funding Partner to LYNX in nine (9) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in January 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made within ten (10) days of receipt of the invoice or within thirty (30) days of the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

**Action Agenda Item #7.C**

**To:** LYNX Board of Directors

**From:** John Lewis  
CHIEF EXECUTIVE OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Extend an Interlocal Agreement with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing

**Date:** 7/24/2014

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to negotiate and extend an Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the development of the SunRail ticketing system, backroom, costs sharing, and processing of ticket proceeds for the period from September 1, 2014 through August 31, 2015. The current Agreement expires August 31, 2014.

**BACKGROUND:**

LYNX and its counsel met with FDOT and its counsel concerning the draft ILA furnished to LYNX. At that time, LYNX staff disagreed with several of the terms in the draft ILA, including, among other matters, the frequency with respect to which LYNX will receive payment from the SunRail Clearinghouse for LYNX generated revenues, and the implementation of a "stored value bonus" rather than the 10% discount rate that was established in the LYNX and SunRail fare policy.

At the April 11, 2014 Board meeting, LYNX staff and its counsel discussed with Board members the disagreements and recommended signing a short term agreement allowing for future resolution of the disagreements with FDOT. Authorization was given by the Board to negotiate and enter into an ILA with FDOT.

The initial ILA was signed by both parties with a termination date of April 28, 2014. An extension of the ILA was issued through August 31, 2014, subject to extension, and LYNX and FDOT were to review the ILA in July for the period beginning September 1, 2014. At that time, the Parties may deal with any modifications to this Agreement and, thereafter, on a yearly basis, the above process will be repeated.



## LYNX Board Agenda

LYNX and FDOT are still negotiating various terms of the agreement. However, an extension of the ILA is being requested so that there is no interruption to development activities while the various terms are settled.

### **FISCAL IMPACT:**

The FY2015 Preliminary Operating Budget includes \$57,000 for LYNX' fees associated with the cost sharing activities and the FY2015 Preliminary Capital Budget being presented at this meeting includes \$2,044,109 to continue development of the fare collection equipment.

**Action Agenda Item #7.D**

**To:** LYNX Board of Directors

**From:** John Lewis  
CHIEF EXECUTIVE OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Extend a Joint Participation Agreement (JPA) for Feeder Bus Service with Florida Department of Transportation (FDOT) for SunRail

**Date:** 7/24/2014

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to extend a Public Transportation Joint Participation Agreement (JPA) with the Florida Department of Transportation for the feeder bus service providing access to SunRail Stations through August 31, 2015.

**BACKGROUND:**

At the April 11, 2014 Board meeting, LYNX staff and its counsel discussed with Board members the concerns and recommended signing a short term agreement allowing for future resolution of the disagreements with FDOT. Authorization was given by the Board to negotiate and enter into a JPA with FDOT.

The initial JPA was signed by both parties with a termination date of April 28, 2014. An amendment to the JPA was issued through August 31, 2014. LYNX and FDOT were to review the JPA in July for the period beginning September 1, 2014. At that time, the Parties may deal with any modifications to this Agreement and, thereafter, on a yearly basis, the above process will be repeated.

The form of the JPA furnished to LYNX by FDOT provided that FDOT will pay for a limited amount of service at an agreed upon rate and provided for one year service agreement with options to continue the service in subsequent years.

Although the amended form of the JPA through August 31, 2014 provided by FDOT allows for estimated hours and not a maximum amount of hours and farebox revenue based on FDOT's

proportionate share, the funding amount is limited to \$353,918. Based on the limited funding from FDOT through August 31, 2014, LYNX is projecting a \$24,000 funding shortfall.

The shortfall is primarily related to the disagreement on the estimated hours. LYNX staff estimated that the feeder bus plan will require 17,798 annual hours of service and FDOT believes the service can be provided for 15,259 annual hours. The 2,539 hour difference is primarily related to the Link 41 (now the 436N and 436S) service modifications made to serve the Altamonte Springs SunRail Station. LYNX' April 2014 Service Change estimated an increase in scheduled services in the amount of 2,381 to accommodate the modifications made on Link 41 to service the station, while FDOT's estimation for this change is zero (0).

LYNX' position is that the service would be evaluated periodically to adjust to the operating environment and actual costs would be better determined after the service began. Therefore, over the past few months, LYNX staff verified the actual time required to deviate service and maintain connectivity to the Altamonte Springs SunRail Station to be 2,414 hours compared to the estimated scheduled hours of 2,381. As such, LYNX staff disagrees with the terms of the JPA related to the costs of the feeder service as presented by FDOT and negotiations over those issues continue.

During continuing negotiations, LYNX staff is requesting Board of Directors approval of one of the following three options:

1. Elimination of the service to the Altamonte Springs Station
2. Utilization of Reserves to support the funding shortfall
3. Continue to work with FDOT to secure the funding gap

LYNX and FDOT are still negotiating various terms of the agreement: however, an extension of the JPA is being requested so that there is no service interruption while the various terms are settled, unless the Board agrees with option 1 above.

### **FISCAL IMPACT:**

LYNX staff included anticipated funding from FDOT in amount of \$467,900 and \$1,139,825 in the FY2014 Amended Operating Budget and FY2015 Preliminary Operating Budget, respectively, to support the SunRail Feeder Service.

**Action Agenda Item #7.E**

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
INTERIM DIR OF PLAN & DEVELOP  
James RODRIGUEZ  
(Technical Contact)  
OLANREWAJU ADELEKAN  
(Technical Contact)  
Walter Gant  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Implement the August 24, 2014 Proposed Service Changes

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed service changes effective August 24, 2014.

**BACKGROUND:**

On May 22, 2014 staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect August 24, 2014. A total of nine (9) information sessions were held between June 25, 2014 and July 2, 2014. Customers and the general public were able to provide input on the service changes through the following locations:

Wednesday, June 25, 2014	LYNX Central Station, Orlando, 13 comments
Thursday, June 26, 2014	Kissimmee Intermodal Station, Kissimmee, 12 comments Seminole Centre, Sanford, 1 comment
Friday, June 27, 2014	LYNX Central Station, Orlando, 25 comments
Saturday, June 28, 2014	LYNX Central Station, Orlando, 14 comments
Monday, June 30, 2014	Washington Shores SuperStop, Orlando, 3 comments
Tuesday, July 1, 2014	Seminole Centre, Sanford, 13 comments Kissimmee Intermodal Station, Kissimmee, 14 comments
Wednesday, July 2, 2014	Sand Lake SunRail Station, Orlando, 5 comments

The public comment period on the proposed service changes ran from June 5, 2014 to July 9, 2014. Generally comments were favorable or neutral with respect to the August service change

proposal. Public notices for the information and comment sessions were posted in LYNX Central Station terminal lobby and at bus bays, at SuperStops throughout the service area, on [www.golynx.com](http://www.golynx.com), and on social media sites including Facebook and Twitter.

## **PROPOSED SERVICE CHANGES:**

Major highlights of the service change are the adjustments of service at select SunRail stations to provide better connectivity between modes. Lake County will also fund six additional evening trips in both directions on Link 55.

Additional efficiencies are proposed on Links 11, 18, 29, 34, 44, 45, 46E, 46W, 55, 103, 107, 108, 111, FastLink 418, 436N, 436S and 443.

The next service changes are scheduled to take place in December of this year.

### **August 24, 2014 Service Proposal**

#### **Adjusted Service:**

- **Link 11** – South Orange Avenue/Orlando International Airport (Orange County) – Time point No. 3 will move to Orange Avenue and Office Court. Time point No. 5 will be eliminated.
- **Link 18** – South Orange Avenue/Kissimmee (Orange County/Osceola County) – Time point No. 3 will move to Orange Avenue and Office Court. Time point No. 4 will be relocated to the Sand Lake Road SunRail Station.
- **Link 29** – East Colonial Drive/Goldenrod Road (Orange County) – The 6:31 pm trip to LYNX Central Station (LCS) will start service three minutes earlier at 6:28 p.m.
- **Link 34** – U.S. 17-92/Sanford Station (Seminole County) – Adding a weekday 9:02 p.m. trip from Seminole Centre. This will facilitate better connections to Links 45 and 103.
- **Link 44** – (Hiawasse Road/Zellwood) Orange County – The first southbound trip leaving Mohawk Drive and Holly Street will move to 5:20 a.m. Arrival/departure time at time point No. 4 (Errol Plaza) towards Zellwood moved back two minutes to :59.
- **Link 45** – Lake Mary (Seminole County) – A weekday 2:43 p.m. towards Seminole State College will be added. Morning arrival/departure times at Sun Rail moved to :10 and :40.
- **Link 46E** – SR 46/Midway (Seminole County) – A weekday round trip will be added. The 30 minute trip will depart Sanford SunRail Station at 6:30 p.m. The 30 minute return trip will depart the Central Florida Family Health Center in Midway at 7 p.m.
- **Link 46W** – SR 46/Seminole Towne Center (Seminole County) – A weekday trip will be added departing Seminole Towne Center at 9:19 p.m. arriving the Sanford SunRail at 9:35 p.m.
- **Link 55** – U.S. 192 Crosstown (Osceola County/Lake County) – Daily evening trips to the LYNX Kissimmee Intermodal Station will be added every 30 minutes 7:05-9:35

p.m. Daily evening trips to Cagan Crossings will be added every 30 minutes 5:45-8:45 p.m.

- **Link 103** – North U.S. 17-92/Sanford (Seminole County) – The last two northbound trips to Seminole Centre will now arrive at 9 and 10 p.m. respectively.
- **Link 107** – Florida Mall/Downtown Orlando (Orange County) – Route will now enter The Florida Mall by Sand Lake Road and Summer Day Lane.
- **Link 108** – U.S. 441/Kissimmee (Orange County/Osceola County) – The last trip towards LYNX Kissimmee Intermodal Station will now depart at 10:06 p.m.
- **Link 111** – OIA/SeaWorld (Orange County) – Arrival/departure times at the Sand Lake Road Sun Rail station towards Orlando International Airport will be moved back three minutes.
- **FastLink 418** – Meadow Woods/Lake Nona (Orange County) – Departure from The Florida Mall and Nemours Children’s Hospital will now be :35. Trips from The Florida Mall to the Sand Lake Road SunRail will arrive at :45. Trips from Nemours to the rail station will be at :13. Time point No. 5 will be shifted to Nemours Children’s Hospital.
- **Link 436N** – Fern Park/Apopka (Orange County/Seminole County) – Departure times towards Apopka will move to :25 and :55. An 11:05 p.m. and 12:05 a.m. trip towards Apopka also will be added weekdays and Saturdays.
- **Link 436S** – Fern Park/Orlando International Airport (Orange County/Seminole County) – Evening trips from Fernwood Boulevard and Oxford Road will move to :10 and :40. A 10:30 p.m. towards OIA will be added weekdays and Saturday.
- **Link 443** – Winter Park/Pine Hills (Orange County) – Monday-Saturday schedule will now be the same. The last four weekday departure times from Aloma Avenue and Lakemont Avenue will change to 4:52, 5:58, 7 and 8 p.m.

## **FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2014 Amended Operating Budget or additional funding, if necessary, from FDOT and/or LYNX Local Funding Partners upon their approval of the proposed service change.

**Summary of Public Comment on August 2014 LYNX Service Change Proposal**

Locations	Improved Service	Operator-Related Concerns	Schedules	Customer Amenity Requests	Public Safety	Compliments	Total Comments
Washington Shores	1	1	1	0	0	0	3
Sand Lake	2	0	2	0	1	0	5
LCS (6/28/2014)	8	1	0	0	0	3	12
LCS P.M.	17	1	2	1	2	0	23
LCS A.M.	7	2	1	0	0	0	10
Orange County/Orlando Totals	35	5	6	1	3	3	56
Kissimmee	11	0	0	2	0	2	15
Osceola County	9	1	0	0	0	2	12
Osceola County Totals	20	1	0	2	0	4	27
Seminole Centre	5	3	0	0	0	3	11
Seminole County	0	0	1	0	0	0	1
Seminole County totals	5	3	1	0	0	3	12
<b>Total Comments Per All Locations</b>	<b>60</b>	<b>9</b>	<b>7</b>	<b>3</b>	<b>3</b>	<b>10</b>	<b>95</b>

**Action Agenda Item #7.F**

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
INTERIM DIR OF PLAN & DEVELOP  
**James RODRIGUEZ**  
(Technical Contact)  
**Matthew Friedman**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Initiate Public Outreach Process for Fiscal Year 2015  
Proposed Service Changes

**Date:** 7/24/2014

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for proposed service changes scheduled to occur in fiscal year 2015.

**BACKGROUND:**

Three times per year LYNX conducts service changes. It is the policy of LYNX to proactively inform and involve the Central Florida public in the planning and implementation of LYNX' new services, routing adjustments, passenger fare adjustments, new facility construction and other capital projects, and planning activities in accordance with Federal and State regulations. These changes typically occur in December, April and August.

LYNX implements its Public Participation Program by utilizing a continuous communication program and various outreach techniques appropriate to the proposed action to be taken and the public to be affected. LYNX staff members inform customers and the public of proposed changes through the LYNX website, social media, newspaper advertisements, posted flyers, and through public meetings and workshops. LYNX' Public Participation Program mandates public notice and public hearings for any service reduction impacting more than 25 percent of an individual route's total revenue hours or revenue miles and route eliminations. The exception of this reduction of service threshold will be routes that have existed less than two years or have been introduced as service development or experimental service. Public notice and public hearings are also required for any proposed alternatives that are being considered that would in their implementation create a disparate impact or disproportionate burden of plus or minus ten percent.



**FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2015 Preliminary Operating Budget or additional funding, if necessary, from FDOT and/or LYNX Local Funding Partners upon their approval of the proposed service change.

Work Session Item #8.A

**To:** LYNX Board of Directors

**From:** Andrea Ostrodka  
INTERIM DIR OF PLAN & DEVELOP  
Carleen Flynn  
(Technical Contact)

**Presented By:** Andrea Ostrodka, Interim Director of Planning and Development

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Overview of American Bus Benchmarking Group (ABBG) FY2012 Annual Report

**Date:** 7/24/2014

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**OVERVIEW:**

Andrea Ostrodka, Interim Director of Planning and Development, LYNX, will provide a brief overview of the American Bus Benchmarking Group (ABBG) and LYNX performance measurement.

The American Bus Benchmarking Group is a consortium of sixteen (16) mid-sized bus agencies in North America that was established in 2011 to benchmark performance and share experiences and best practices. To support a formal benchmarking initiative, LYNX will be collecting and tracking data relative to key performance indicators. Benchmarking is defined as: “a systematic process of continuously measuring, comparing and understanding organizations’ performance and changes in performance of a diversity of key business processes against comparable peers to gain information which will help the participating organizations to improve their performance”.

Performance measurement and tracking will allow LYNX staff to provide more efficient and effective service, identify and build on strengths, identify weaknesses and problems, monitor trends, set reasonable and achievable targets, have more productive dialog with agency partners, and make decisions within a predictable framework.



AMERICAN BUS BENCHMARKING GROUP

# ABBG FY 2012 Report Presentation

**LYNX Board Meeting  
July 24, 2014**

# ABBG - Benchmarking



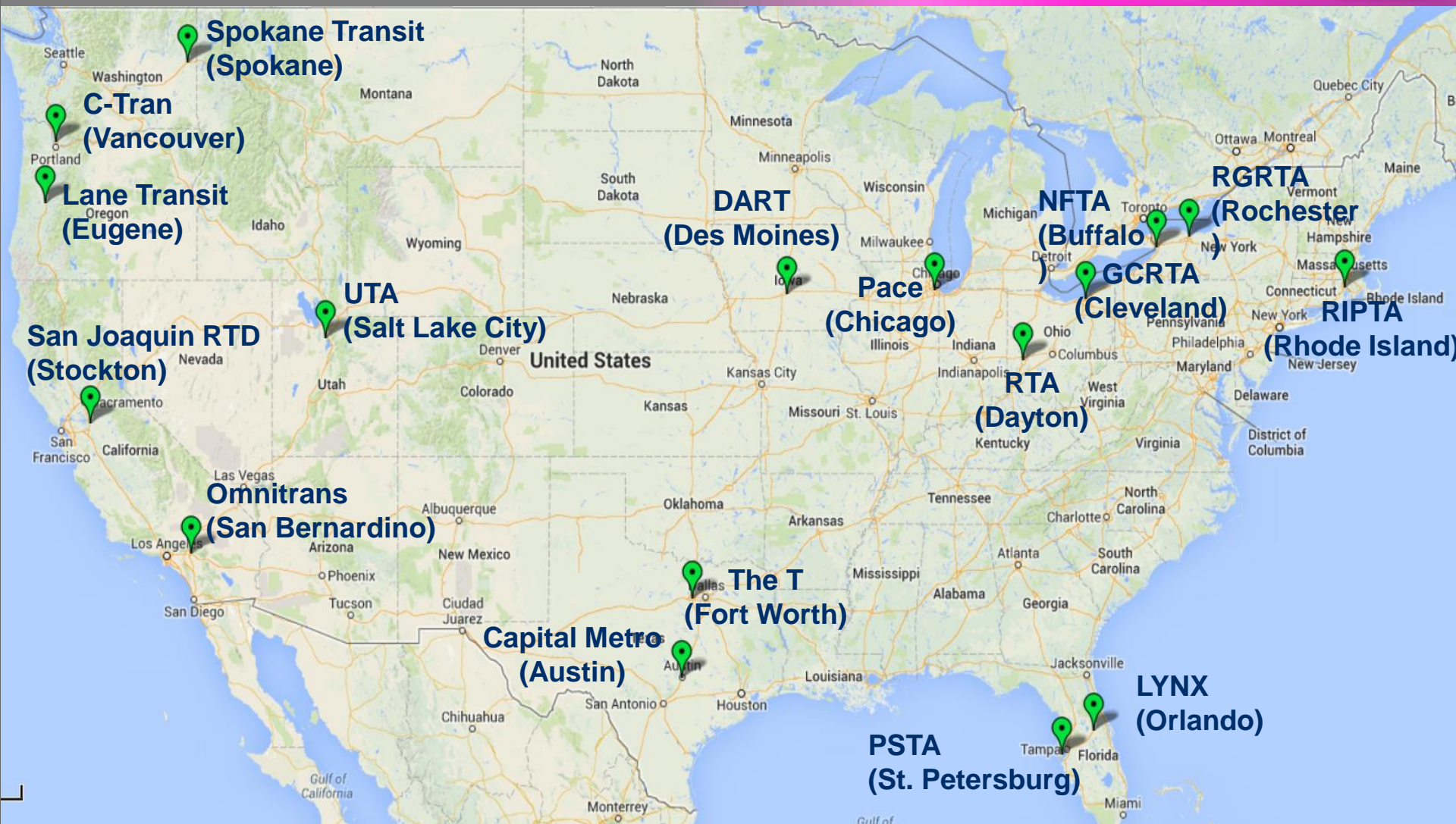
- A systematic process of continuously measuring, comparing and understanding organizations' performance and changes in performance...

Of a diversity of key business processes

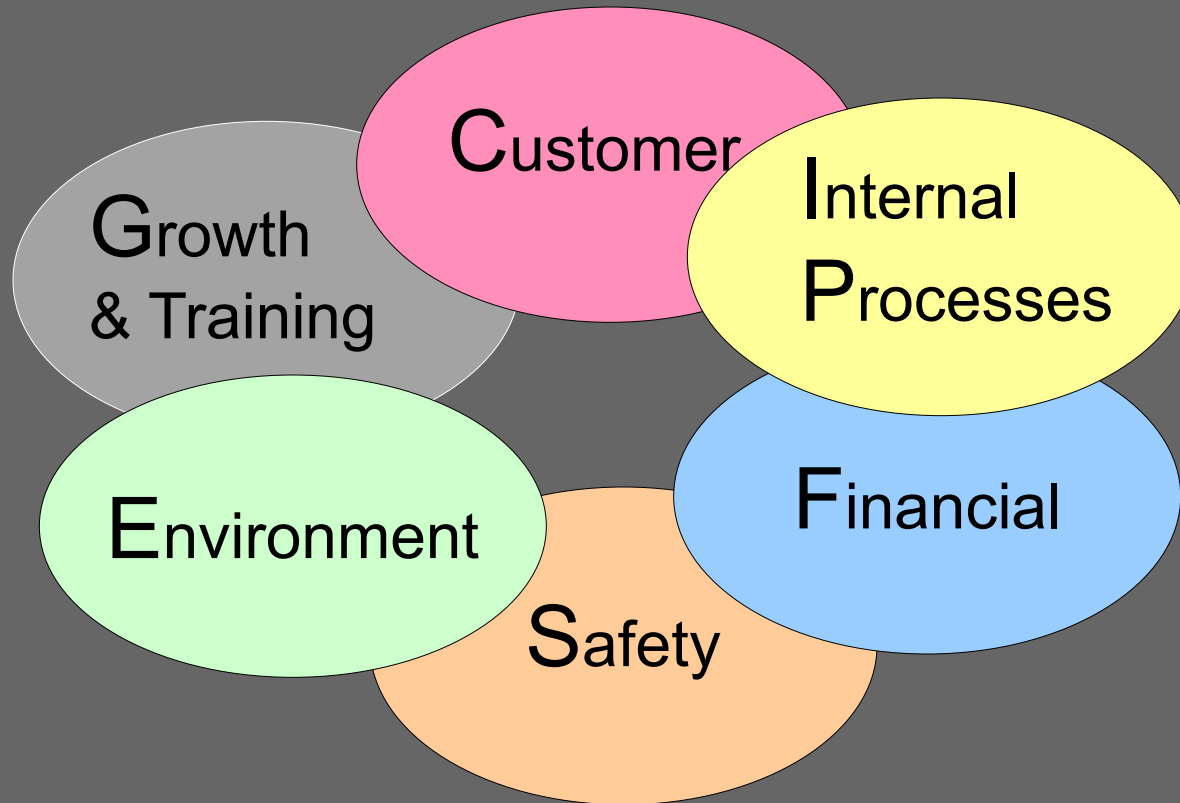
Against comparable peers

To gain information which will help the participating organizations to improve their performance

# ABBG Participants (17 agencies)



# Key Performance Indicators



**The KPI set is based on the Balanced Scorecard approach developed by the Harvard Business School**



# ABBG – Key Performance Indicators

## Growth & Training

- G1 Passenger Boardings
- G2 Vehicle Miles and Hours
- G3 Passengers per Revenue Mile & Hour
- G4 Staff Training

## Customer

- C1 Customer Information (*scheduled and real-time*)
- C2 On-Time Departure Performance (0 <> + 5)
- C3 Passenger Miles per Revenue Capacity Mile
- C4 Passenger Miles per Revenue Seat Mile
- C5 Lost Vehicle Miles

## Internal Processes

- P1 Peak Fleet Utilization
- P2 Network Efficiency
- P3 Staff Productivity
- P4 Staff Absenteeism Rate
- P5 Mean Distance/Time Between Road Calls

## Environmental

- E1 Diesel Fuel Consumption
- E2 CNG Fuel Consumption
- E3 CO2 Emissions per Total Vehicle Mile & Pax Mile

## Financial

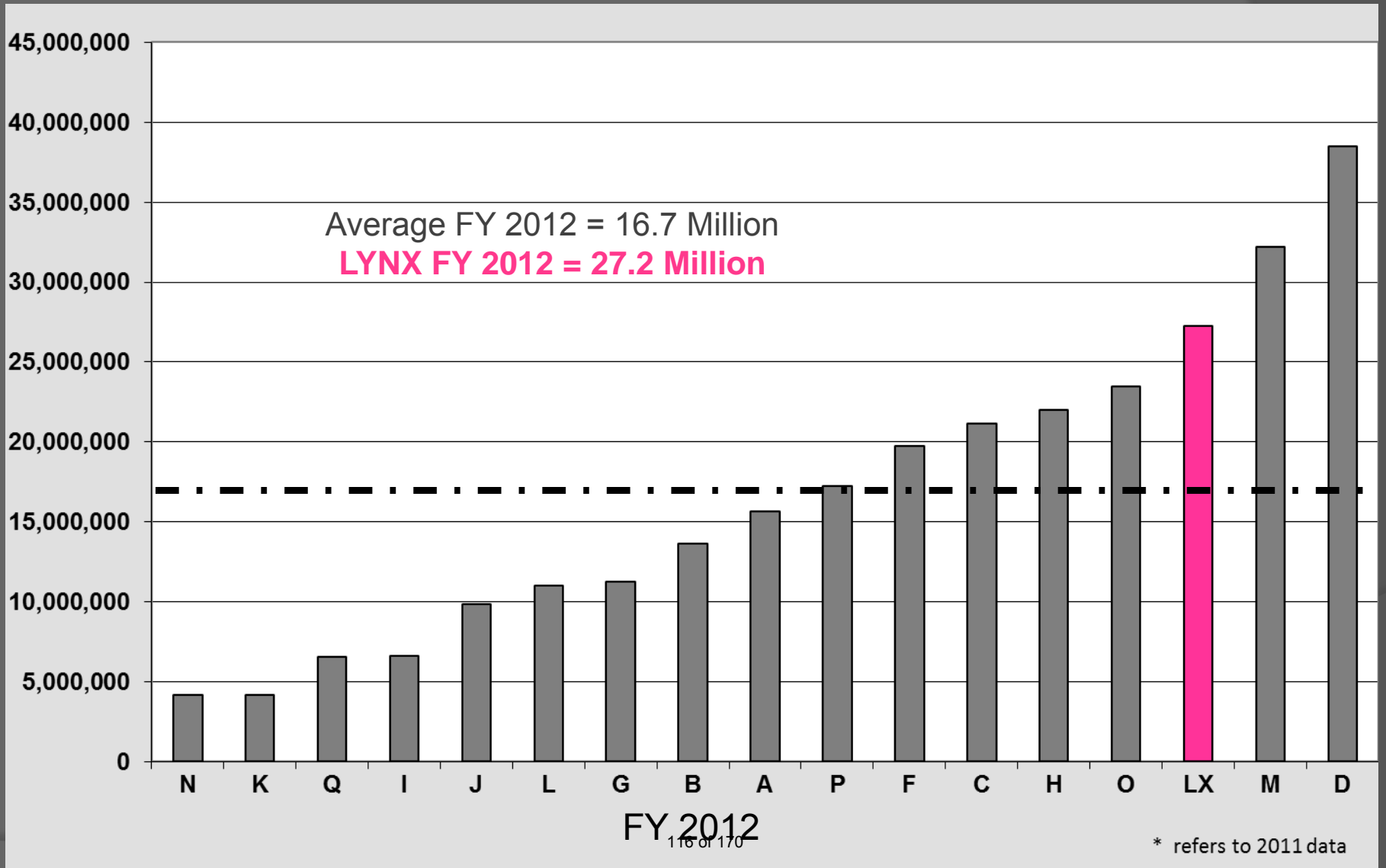
- F1 Total Cost per Total Vehicle Mile & Hour
- F2 Total Operating Cost per Total Vehicle Mile
- F3 Service operation
- F4 Maintenance
- F5 Administration Cost/Vehicle Mile
- F6 Service Operation Cost per Revenue Mile & Hour
- F7 Total Operating Cost per Boarding & Pax Mile
- F8 Operating Cost Recovery
- F9 Fare Revenue per Boarding & Pax Mile

## Safety

- S1 Number of Vehicle Collisions per Vehicle Mile
- S2 Number of Staff Injuries per Staff Work Hours
- S3 Staff Lost Time from Accidents per Staff Work Hours
- S4 Number of Passenger Injuries per Boarding & Pax Mile
- S5 Number of 3rd Party Injuries per Vehicle Mile & Hour

# Total Annual Passenger Boardings (G1)

## (Fixed Route Only)

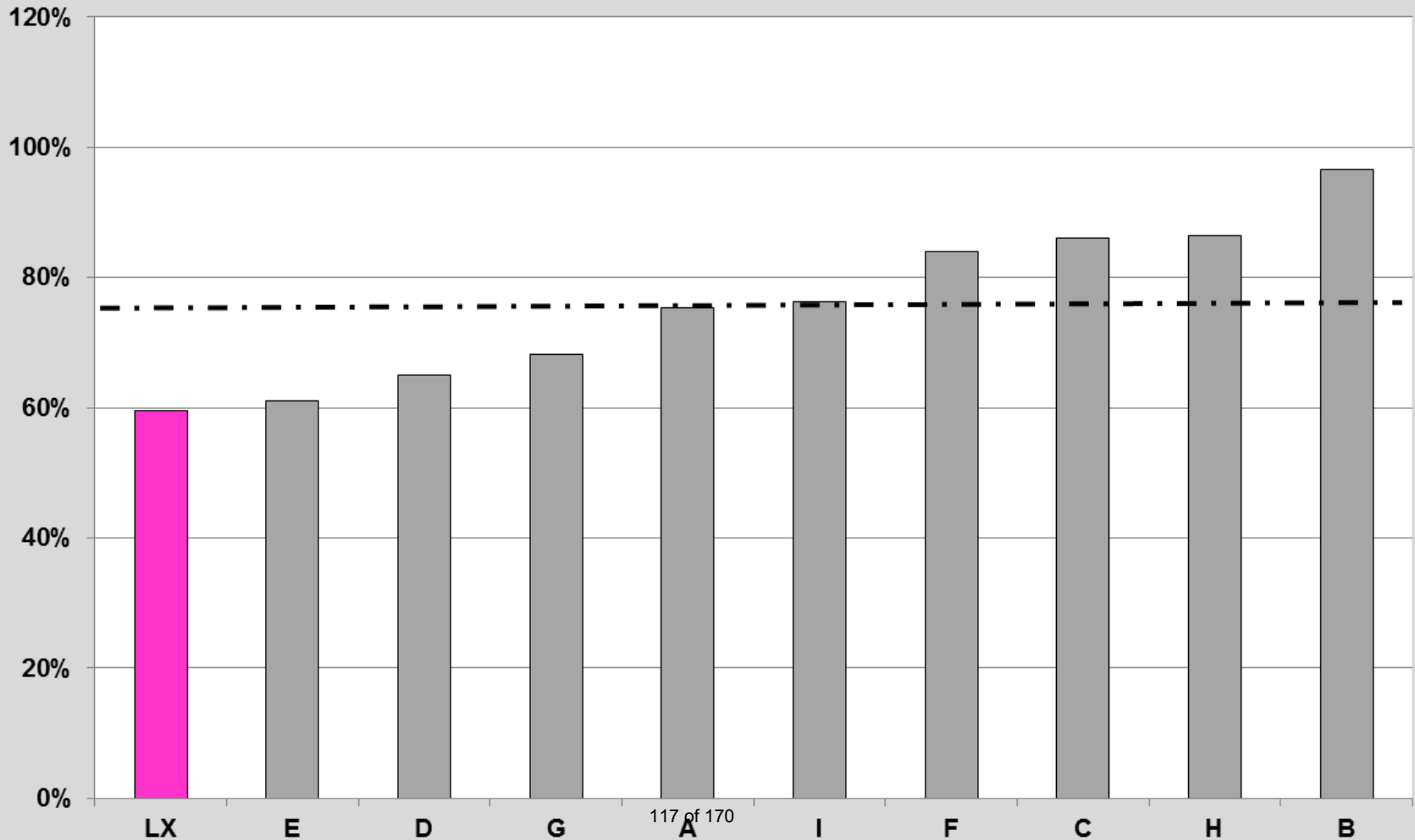




# On-Time Performance (C2)



## On Time Performance - AVL Systems

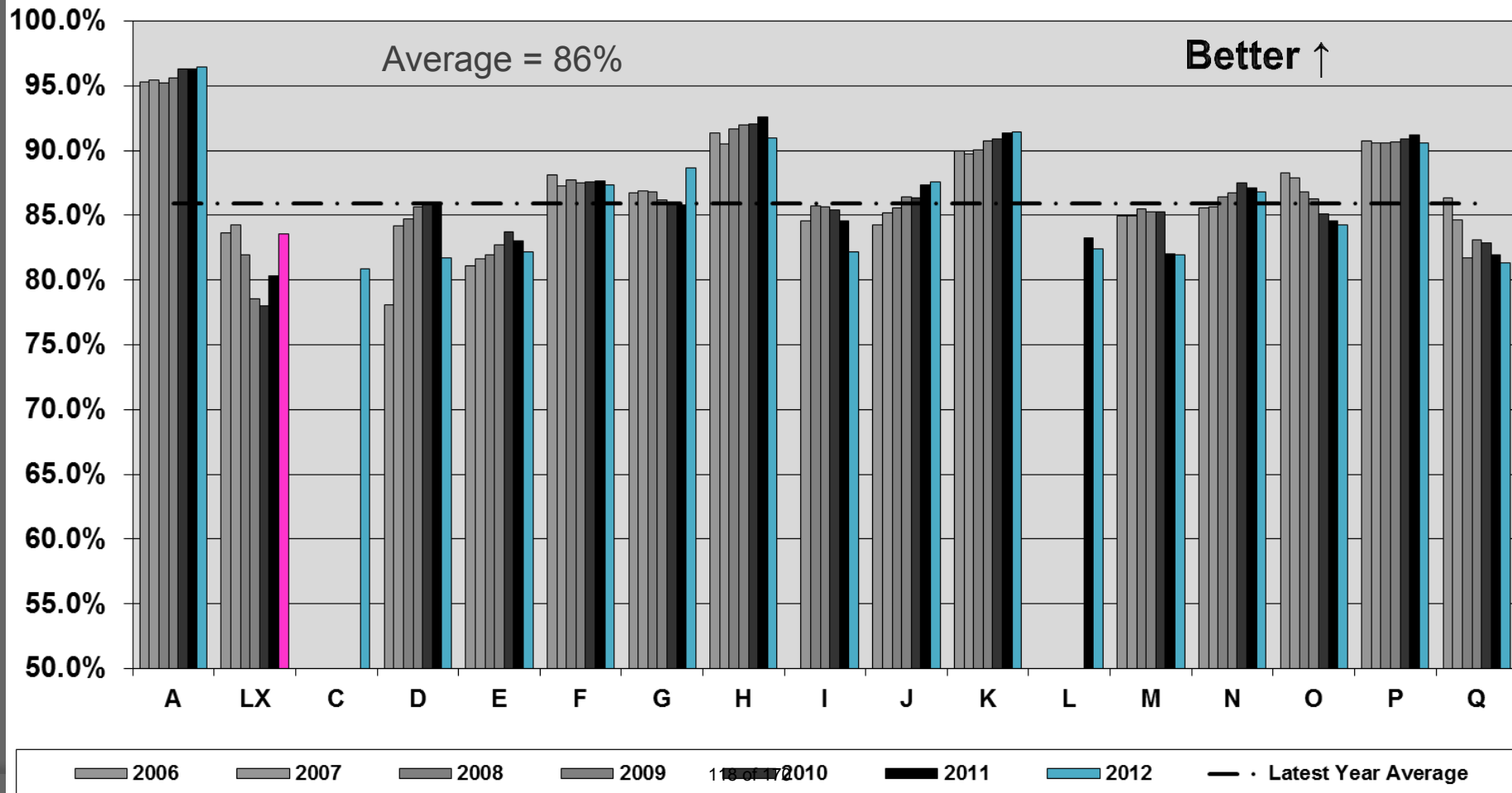


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# Network Efficiency (P2)



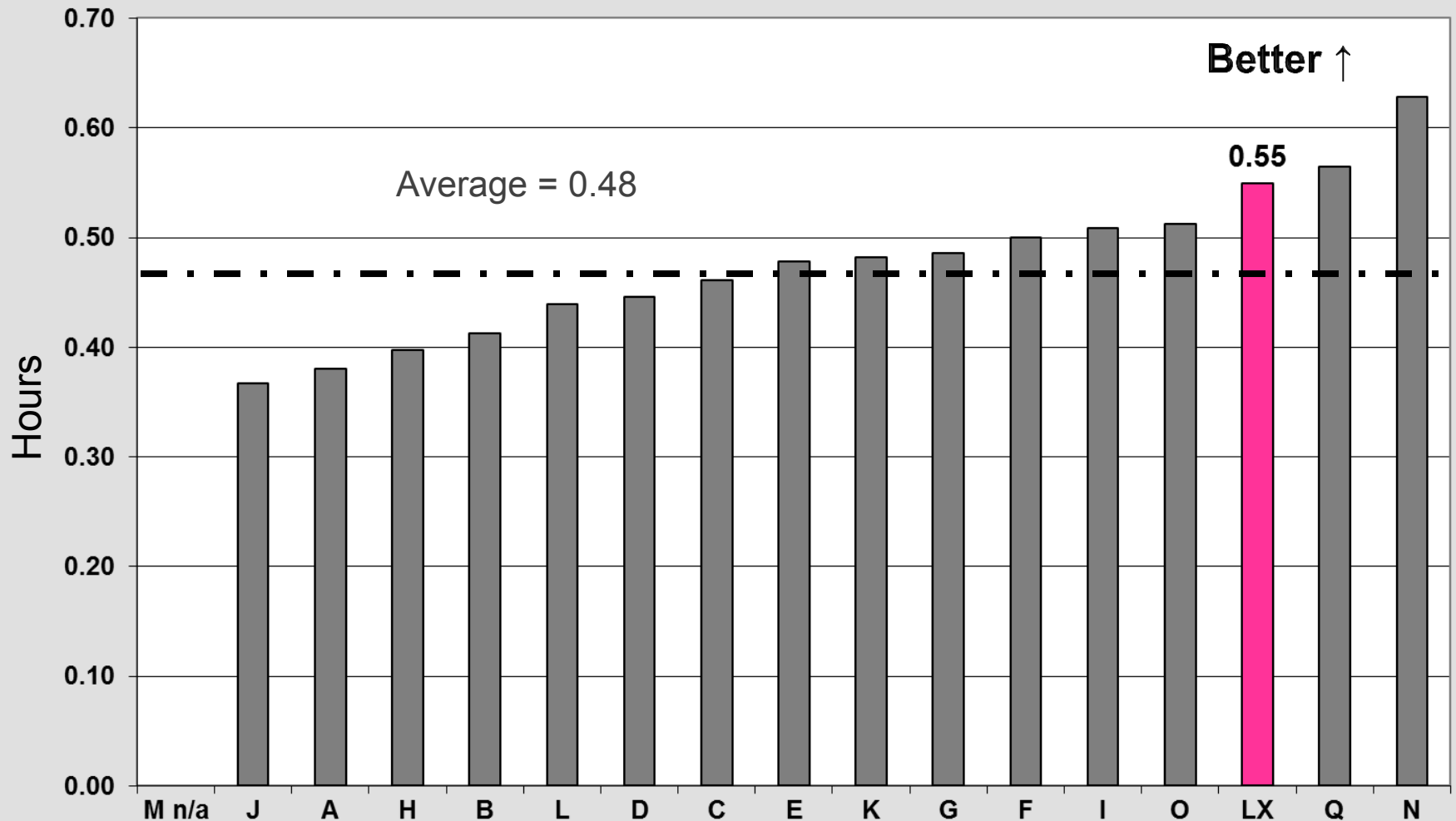
## Actual Revenue Vehicle Miles per Actual Total Vehicle Miles



# Staff Productivity (P3)



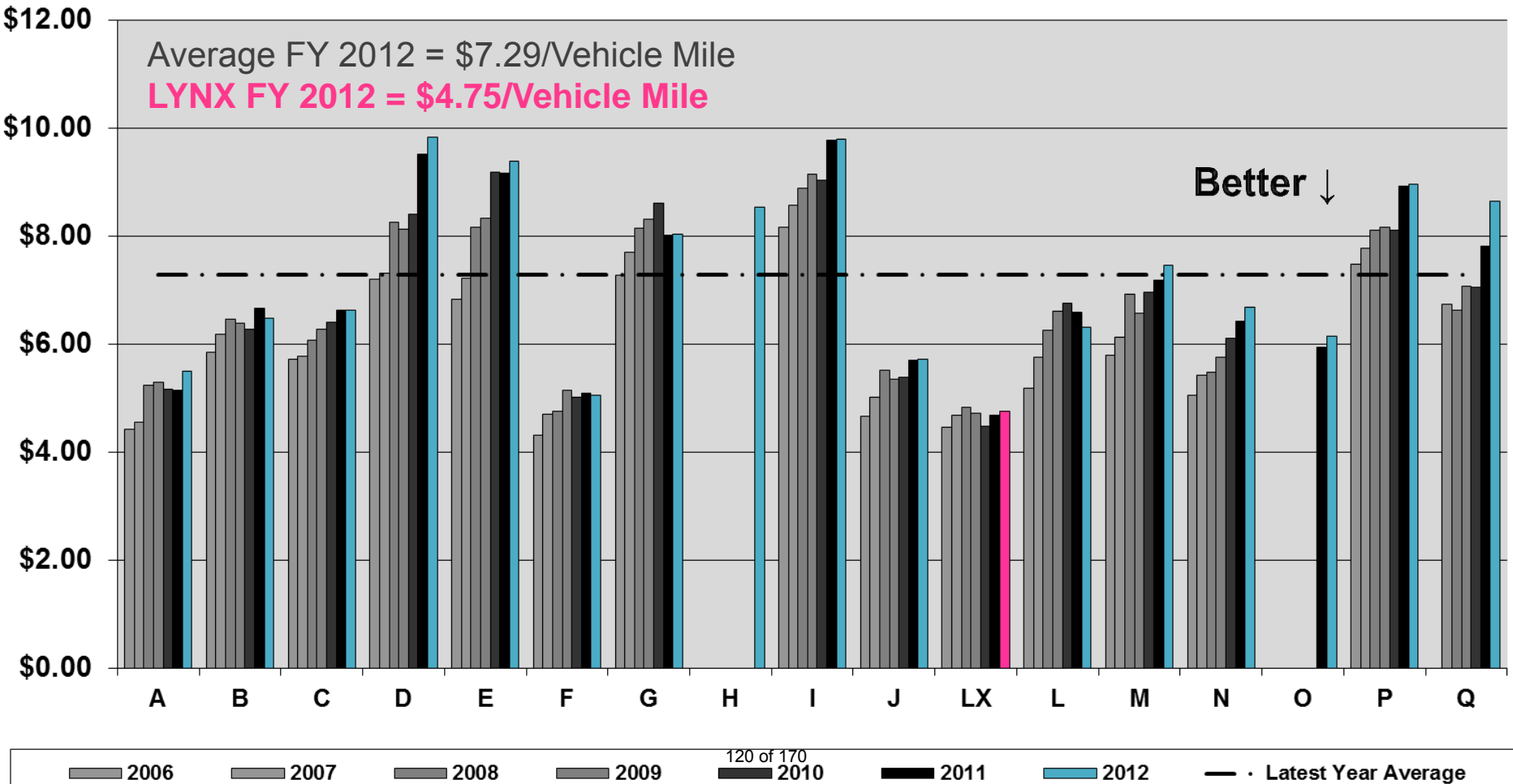
Actual Total Vehicle Hours per Total Paid Hours - 2012 data



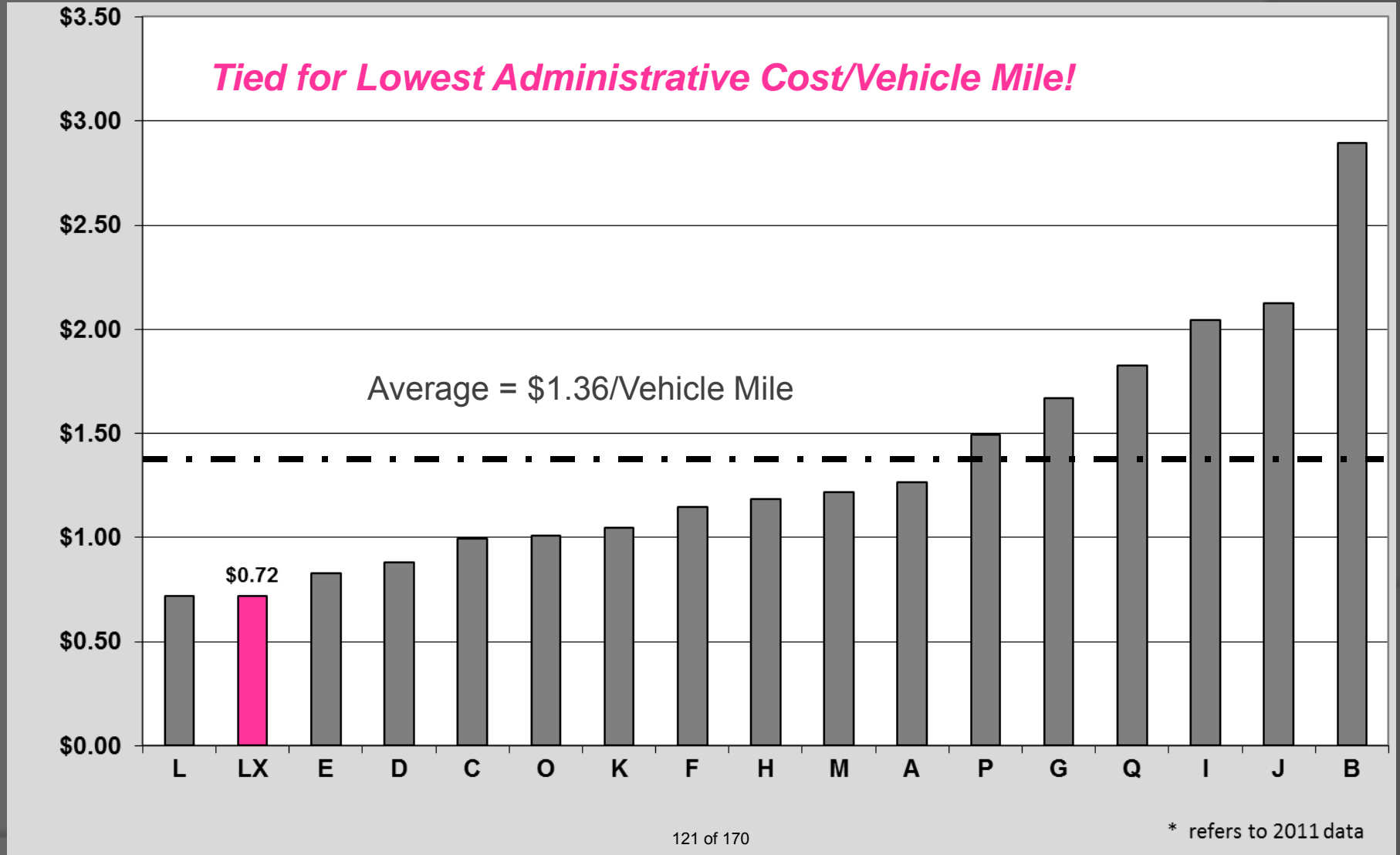
# Operating Cost/Vehicle Mile (F2)



**Bus Operating Cost per Actual Total Vehicle Miles**  
(In 2012 Prices)



# Administrative Cost/Vehicle Mile (F5)

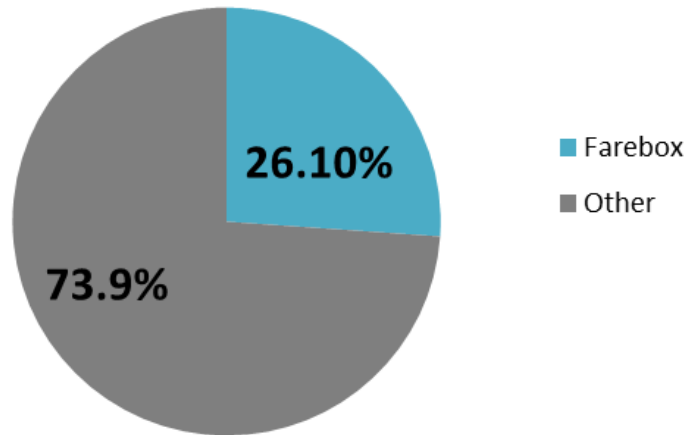


# Operating Cost Recovery (F8)

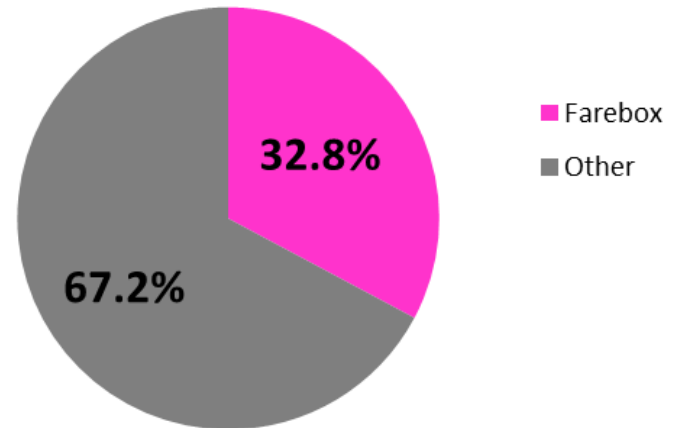


## Farebox Recovery (FY 2012)

**ABBG Average**



**LYNX**



# Safety: Collisions/Total Miles (S1)



ABBG  
Average

**33.0**

Collisions/Million Miles

36% are  
preventable

LYNX

**29.2**

Collisions/Million Miles

31% are  
preventable

# Questions?



**Monthly Report A: Financial Reports**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Patricia Bryant  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Monthly Financial Reports - June 30, 2014

**Date:** 7/24/2014

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Please find attached the monthly financial report for the nine months ending June 30, 2014. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2014 reflect total revenue earned in the amount of \$91,981,240 and total expenses incurred in the amount of \$89,602,140 resulting in a net operating profit of \$2,379,100.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$3,485,740 for the nine months of the fiscal year.
- Paratransit services resulted in an operating loss of \$1,106,640 for the nine months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are lower than the budget at 98%. Customer fares are at 98% of the budgeted amount year-to-date.

Advertising revenue is lower than anticipated for the month of June 2014 and year-to-date is 93% of the budgeted amount. Actual revenues through June 2014 for advertising on buses, shelters, and in-kind (trade) transactions are \$823,202, \$361,205 and \$-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of June 2014, LYNX locked in eighty-one percent (81%) of the total monthly purchases, resulting in the cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 1% below the budget year-to-date. In the month of June LYNX paid an average price of \$3.07 (net) per gallon for diesel fuel and \$2.91 (net) per gallon for bio-diesel, less fuel hedging gains which is lower

than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of June 2014 was \$3.57 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$131,697 under the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of June 30, 2014. Repairs and maintenance expenses for revenue vehicles are 11% above the budget year-to-date, however other materials and supplies costs are under budget. Temporary services, legal services, and casualty and liability costs are higher than budgeted year to date. Expenses related to custodial, contract maintenance and other miscellaneous expenses are less than budgeted. Professional services related to various planning projects also less than anticipated year to date.

**Paratransit Operations:**

The operating loss from Paratransit operations is related to an actual blended trip rate that is higher than the budgeted trip rate, combined with lower than budgeted contract revenues. The cost of unleaded fuel for the month of June is 2% higher than the budgeted, however overall it is 4% lower than budgeted year to date as of June 30, 2014. During the month of June 2014, LYNX locked in fifty-four percent (54%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of \$2.97 (net) per gallon in the FY2014 budget. LYNX is currently paying \$3.05 (net) per gallon. The national unleaded fuel price for the month of June 2014 was \$3.43 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

<b>ACCESS LYNX</b>			
<b>FY2014</b>	<b>Trips (Year-to-Date)</b>	<b>Blended Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>541,881</b>	<b>\$27.97</b>	<b>\$15,158,705</b>
<b>Budget (rounding)</b>	<b>578,304</b>	<b>\$25.03</b>	<b>\$14,474,972</b>
<b>Excess Trips/Costs</b>	<b>(36,423)</b>	<b>\$2.94</b>	<b>\$683,733</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**June 30, 2014 AND 2013**  
(UNAUDITED)

	<b>2014</b>	<b>2013</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 26,672,105	16,314,057
Receivables:		
Local, trade and operating assistance	8,744,303	10,639,730
Federal grants	16,864,664	15,997,695
State grants	3,958,744	8,298,188
Inventory	1,688,819	1,584,141
Prepaid expenses and other assets	569,109	687,732
Restricted cash and cash equivalents	3,124,522	3,629,387
Derivative instrument - fuel hedge	-	744,896
Total current assets	61,622,266	57,895,826
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	-	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	93,622,407	92,390,300
Revenue vehicles	142,198,892	114,811,717
Furniture, Fixtures & Equipment	32,757,297	26,736,331
Leasehold improvements	38,699	-
Total property and equipment	277,188,760	242,509,813
Less: accumulated depreciation	(142,804,765)	(123,432,688)
Construction in progress	20,160,499	12,055,478
Net property and equipment	154,544,494	131,132,603
Other assets	224,757	60,253
Total noncurrent assets	154,769,251	135,387,919
<b>TOTAL ASSETS</b>	<b>216,391,517</b>	<b>193,283,745</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>		
Accumulated decrease in fair value of fuel hedge instrument	62,919	-

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**June 30, 2014 AND 2013**  
(UNAUDITED)

	<b>2014</b>	<b>2013</b>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 7,309,207	7,921,800
Accrued salaries and related taxes	4,377,641	1,741,540
Accrued compensated absences	3,581,399	3,656,202
Accrued self-insurance liability, current	2,128,430	2,128,388
Leases payable, current	310,201	1,210,841
SIB loans payable, current	781,649	5,021,344
Deferred operating revenue	5,816,801	4,712,000
Deferred capital	2,891,048	3,092,637
Derivative instrument - fuel hedge	62,919	-
Total current liabilities	27,259,295	29,484,752
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	-	310,201
Loans payable	1,610,507	2,392,156
Accrued self-insurance liability, long-term	6,291,109	2,604,634
Total noncurrent liabilities	7,901,616	5,306,991
Total liabilities	35,160,911	34,791,743
<b>DEFERRED INFLOW OF RESOURCES</b>		
Accumulated increase in fair value of fuel hedge instrument	-	744,896
<b>NET POSITION:</b>		
Invested in capital assets, net of related debt	149,808,680	124,779,813
Restricted	91,276	536,750
Unrestricted	31,393,569	32,430,543
Total net position	181,293,525	157,747,106
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 216,454,436</b>	<b>\$ 193,283,745</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2014 AND THE NINE MONTHS ENDED JUNE 30, 2014**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 22,072,347	\$ 21,770,930	99%	\$ 2,452,483	\$ 2,204,965	90%
Contract Services:						
Local Financial Assistance	8,834,278	8,647,054	98%	991,352	926,031	93%
Other Contractual Services	7,276,806	6,927,886	95%	808,534	925,243	114%
Advertising	1,297,503	1,206,907	93%	144,167	108,125	75%
Other Operating Income	312,822	280,146	90%	34,758	36,388	105%
Total Operating Revenues	<u>39,793,756</u>	<u>38,832,923</u>	98%	<u>4,431,294</u>	<u>4,200,752</u>	95%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	555,750	555,750	100%	61,750	61,750	100%
State of Florida	7,044,210	7,382,489	105%	782,690	820,277	105%
Local	32,218,479	32,127,359	100%	3,579,831	3,587,758	100%
Planning and other assistance grants:						
Federal - Other	14,551,952	11,825,330	81%	1,592,447	1,304,675	82%
State of Florida - Other	1,537,908	1,182,924	77%	193,557	215,675	111%
Local Matching - Other	-	4,470	N/A	-	(204)	N/A
Interest Income	56,250	22,418	40%	6,250	2,188	35%
Gain / (Loss) on Sale of Assets	-	47,577	N/A	-	944	N/A
Total Nonoperating Revenues	<u>55,964,549</u>	<u>53,148,317</u>	95%	<u>6,216,525</u>	<u>5,993,063</u>	96%
Total Revenues	<u>95,758,305</u>	<u>91,981,240</u>	96%	<u>10,647,819</u>	<u>10,193,815</u>	96%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	32,145,301	30,889,673	96%	3,591,728	3,407,282	95%
Fringe Benefits	17,522,058	16,446,922	94%	1,946,180	1,685,750	87%
Purchased Transportation Services	15,676,839	16,509,183	105%	1,741,871	1,865,373	107%
Fuel	12,650,943	12,417,882	98%	1,421,067	1,413,187	99%
Other Materials and Supplies	5,577,291	5,060,401	91%	619,699	530,446	86%
Professional Services	3,859,920	1,580,399	41%	428,880	156,922	37%
Other Services	4,114,911	3,225,986	78%	447,291	455,822	102%
Lease and Miscellaneous Expenses	1,676,520	629,913	38%	166,968	102,610	61%
Casualty and Liability Insurance	1,282,329	1,324,635	103%	142,481	162,263	114%
Utilities	1,051,182	1,036,722	99%	116,798	114,707	98%
Taxes and Licenses	324,108	421,834	130%	36,012	51,106	142%
Interest Expense	58,572	58,590	100%	6,508	5,005	77%
Total Operating Expenses	<u>95,939,974</u>	<u>89,602,140</u>	93%	<u>10,665,483</u>	<u>9,950,473</u>	93%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (181,669)</u>	<u>\$ 2,379,100</u>	N/A	<u>\$ (17,664)</u>	<u>\$ 243,342</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2014 AND THE NINE MONTHS ENDED JUNE 30, 2014**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 20,767,293	\$ 20,417,711	98%	\$ 2,307,477	\$ 2,056,069	89%
Contract Services:						
Local Financial Assistance	8,834,278	8,647,054	98%	991,352	926,031	93%
Other Contractual Services	-	80,384	N/A	-	-	N/A
Advertising	1,297,503	1,206,907	93%	144,167	108,125	75%
Other Operating Income	312,822	280,146	90%	34,758	36,388	105%
Total Operating Revenues	<u>31,211,896</u>	<u>30,632,202</u>	98%	<u>3,477,754</u>	<u>3,126,613</u>	90%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	555,750	555,750	100%	61,750	61,750	100%
State of Florida	7,044,210	7,382,489	105%	782,690	820,277	105%
Local	24,457,275	24,465,734	100%	2,717,475	2,736,466	101%
Planning and other assistance grants:						
Federal - Other	12,848,099	10,092,359	79%	1,403,130	1,134,616	81%
State of Florida - Other	1,537,908	1,182,924	77%	193,557	215,675	111%
Local Matching - Other	-	4,470	N/A	-	(204)	N/A
Interest Income	56,250	22,418	40%	6,250	2,188	35%
Gain / (Loss) on the Sale of Assets	-	47,577	N/A	-	944	N/A
Total Nonoperating Revenues	<u>46,499,492</u>	<u>43,753,721</u>	94%	<u>5,164,852</u>	<u>4,971,712</u>	96%
Total Revenues	<u>77,711,388</u>	<u>74,385,923</u>	96%	<u>8,642,606</u>	<u>8,098,325</u>	94%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	31,831,408	30,580,965	96%	3,555,623	3,370,558	95%
Fringe Benefits	17,321,076	16,265,062	94%	1,923,510	1,668,951	87%
Purchased Transportation Services	1,073,016	1,219,640	114%	119,224	204,480	172%
Fuel	10,081,335	9,949,638	99%	1,135,555	1,121,482	99%
Other Materials and Supplies	5,558,994	5,057,440	91%	617,666	530,446	86%
Professional Services	3,590,523	1,421,440	40%	398,947	118,215	30%
Other Services	3,947,898	3,015,121	76%	428,734	431,923	101%
Lease and Miscellaneous Expenses	1,667,745	626,475	38%	165,993	102,154	62%
Casualty and Liability Insurance	1,282,329	1,324,635	103%	142,481	162,263	114%
Utilities	1,006,344	1,001,220	99%	111,816	109,545	98%
Taxes and Licenses	287,010	379,957	132%	31,890	43,165	135%
Interest Expense	58,572	58,590	100%	6,508	5,005	77%
Total Operating Expenses	<u>77,706,250</u>	<u>70,900,183</u>	91%	<u>8,637,947</u>	<u>7,868,187</u>	91%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 5,138</u>	<u>\$ 3,485,740</u>	N/A	<u>\$ 4,659</u>	<u>\$ 230,138</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2014 AND THE NINE MONTHS ENDED JUNE 30, 2014**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,305,054	\$ 1,353,219	104%	\$ 145,006	\$ 148,896	103%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	7,276,806	6,847,502	94%	808,534	925,242	114%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>8,581,860</u>	<u>8,200,721</u>	96%	<u>953,540</u>	<u>1,074,138</u>	113%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	7,761,204	7,661,625	99%	862,356	851,292	99%
Planning and other assistance grants:						
Federal - Other	1,703,853	1,732,971	102%	189,317	170,059	90%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>9,465,057</u>	<u>9,394,596</u>	99%	<u>1,051,673</u>	<u>1,021,351</u>	97%
Total Revenues	<u>18,046,917</u>	<u>17,595,317</u>	97%	<u>2,005,213</u>	<u>2,095,489</u>	105%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	313,893	308,708	98%	36,105	36,724	102%
Fringe Benefits	200,982	181,860	90%	22,670	16,799	74%
Purchased Transportation Services	14,603,823	15,289,543	105%	1,622,647	1,660,893	102%
Fuel	2,569,608	2,468,244	96%	285,512	291,705	102%
Other Materials and Supplies	18,297	2,961	16%	2,033	-	0%
Professional Services	269,397	158,959	59%	29,933	38,707	129%
Other Services	167,013	210,865	126%	18,557	23,899	129%
Lease and Miscellaneous Expenses	8,775	3,438	39%	975	456	47%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	44,838	35,502	79%	4,982	5,162	104%
Taxes and Licenses	37,098	41,877	113%	4,122	7,941	193%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>18,233,724</u>	<u>18,701,957</u>	103%	<u>2,027,536</u>	<u>2,082,286</u>	103%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (186,807)</u>	<u>\$ (1,106,640)</u>	N/A	<u>\$ (22,323)</u>	<u>\$ 13,203</u>	N/A

**Monthly Report B: Financial Reports**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Patricia Bryant  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Monthly Financial Reports - May 31, 2014

**Date:** 7/24/2014

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Please find attached the monthly financial report for the eight months ending May 31, 2014. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eight months ending May 31, 2014 reflect total revenue earned in the amount of \$81,787,433 and total expenses incurred in the amount of \$79,651,674 resulting in a net operating profit of \$2,135,759.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$3,255,598 for the eight months of the fiscal year.
- Paratransit services resulted in an operating loss of \$1,119,839 for the eight months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are lower than the budget at 99%. Customer fares are at 99% of the budgeted amount year-to-date.

Advertising revenue is lower than anticipated for the month of May 2014 and year-to-date is 95% of the budgeted amount. Actual revenues through May 2014 for advertising on buses, shelters, and in-kind (trade) transactions are \$749,790, \$328,993 and \$-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of May 2014, LYNX locked in eighty-six percent (86%) of the total monthly purchases, resulting in the cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 1% below the budget year-to-date. In the month of May LYNX paid an average price of \$3.06 (net) per gallon for diesel fuel and \$3.09 (net) per gallon for bio-diesel, less fuel hedging gains which is lower



than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of May 2014 was \$3.61 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$117,626 under the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of May 31, 2014. Repairs and maintenance expenses for revenue vehicles are 13% above the budget year-to-date, however other materials and supplies costs are under budget. Temporary services and legal services are higher than budgeted, while expenses related to custodial services, contract maintenance services and security services are less than budgeted. Professional services related to various planning projects also less than anticipated year to date.

**Paratransit Operations:**

The operating loss from Paratransit operations is related to an actual blended trip rate that is higher than the budgeted trip rate, combined with lower than budgeted contract revenues. The cost of unleaded fuel for the month of May is 7% higher than the budgeted, however overall it is 5% lower than budgeted year to date as of May 31, 2014. During the month of May 2014, LYNX in fifty-four percent (54%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of \$2.97 (net) per gallon in the FY2014 budget. LYNX is currently paying \$2.92 (net) per gallon. The national unleaded fuel price for the month of May 2014 was \$3.41 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

<b>ACCESS LYNX</b>			
<b>FY2014</b>	<b>Trips (Year-to-Date)</b>	<b>Blended Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>480,894</b>	<b>\$28.05</b>	<b>\$13,489,130</b>
<b>Budget (rounding)</b>	<b>514,048</b>	<b>\$25.03</b>	<b>\$12,866,642</b>
<b>Excess Trips/Costs</b>	<b>(33,154)</b>	<b>\$3.02</b>	<b>\$622,488</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**May 31, 2014 AND 2013**  
(UNAUDITED)

	<b>2014</b>	<b>2013</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 17,767,348	24,366,316
Receivables:		
Local, trade and operating assistance	13,601,029	6,335,582
Federal grants	21,527,677	11,527,971
State grants	2,849,328	7,661,087
Inventory	1,526,397	1,618,991
Prepaid expenses and other assets	387,429	677,934
Restricted cash and cash equivalents	2,976,446	3,482,551
Derivative instrument - fuel hedge	-	744,896
	<b>60,635,654</b>	<b>56,415,328</b>
Total current assets		
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	-	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	93,789,142	92,390,301
Revenue vehicles	144,201,853	114,326,152
Furniture, Fixtures & Equipment	32,519,927	25,356,168
Leasehold improvements	38,699	-
Total property and equipment	279,121,086	240,644,086
Less: accumulated depreciation	(143,042,093)	(123,595,752)
Construction in progress	19,788,277	13,245,621
	<b>155,867,270</b>	<b>130,293,955</b>
Net property and equipment		
Other assets	224,757	60,253
	<b>156,092,027</b>	<b>134,549,271</b>
Total noncurrent assets		
<b>TOTAL ASSETS</b>	<b>216,727,681</b>	<b>190,964,599</b>

**DEFERRED OUTFLOW OF RESOURCES**

Accumulated decrease in fair value of fuel hedge instrument	62,919	-
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**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**May 31, 2014 AND 2013**  
(UNAUDITED)

	<b>2014</b>	<b>2013</b>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 7,448,250	7,552,555
Accrued salaries and related taxes	4,241,852	1,869,477
Accrued compensated absences	3,581,399	3,656,202
Accrued self-insurance liability, current	2,128,430	2,128,388
Leases payable, current	310,201	1,210,841
SIB loans payable, current	781,649	5,021,344
Deferred operating revenue	5,186,703	4,104,164
Deferred capital	2,752,404	2,945,802
Derivative instrument - fuel hedge	62,919	-
Total current liabilities	26,493,807	28,488,773
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	-	310,201
Loans payable	1,610,507	2,392,156
Accrued self-insurance liability, long-term	6,291,109	2,604,634
Total noncurrent liabilities	7,901,616	5,306,991
Total liabilities	34,395,423	33,795,764
<b>DEFERRED INFLOW OF RESOURCES</b>		
Accumulated increase in fair value of fuel hedge instrument	-	744,896
<b>NET POSITION:</b>		
Invested in capital assets, net of related debt	151,153,674	123,939,461
Restricted	91,276	536,750
Unrestricted	31,150,227	31,947,728
Total net position	182,395,177	156,423,939
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 216,790,600</b>	<b>\$ 190,964,599</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2014 AND THE EIGHT MONTHS ENDED MAY 31, 2014**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 19,619,864	\$ 19,565,965	100%	\$ 2,452,483	\$ 2,446,088	100%
Contract Services:						
Local Financial Assistance	7,842,926	7,721,024	98%	991,352	992,110	100%
Other Contractual Services	6,468,272	6,002,643	93%	808,534	957,674	118%
Advertising	1,153,336	1,098,783	95%	144,167	128,263	89%
Other Operating Income	278,064	243,758	88%	34,758	28,355	82%
Total Operating Revenues	<u>35,362,462</u>	<u>34,632,173</u>	98%	<u>4,431,294</u>	<u>4,552,490</u>	103%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	494,000	494,000	100%	61,750	61,750	100%
State of Florida	6,261,520	6,562,214	105%	782,690	820,277	105%
Local	28,638,648	28,539,605	100%	3,579,831	3,546,629	99%
Planning and other assistance grants:						
Federal - Other	12,959,505	10,520,655	81%	1,592,447	1,351,149	85%
State of Florida - Other	1,344,351	967,249	72%	193,557	196,427	101%
Local Matching - Other	-	4,674	N/A	-	414	N/A
Interest Income	50,000	20,230	40%	6,250	2,294	37%
Gain / (Loss) on Sale of Assets	-	46,633	N/A	-	35,140	N/A
Total Nonoperating Revenues	<u>49,748,024</u>	<u>47,155,260</u>	95%	<u>6,216,525</u>	<u>6,014,080</u>	97%
Total Revenues	<u>85,110,486</u>	<u>81,787,433</u>	96%	<u>10,647,819</u>	<u>10,566,570</u>	99%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	28,553,574	27,482,393	96%	3,591,728	3,684,262	103%
Fringe Benefits	15,575,878	14,761,172	95%	1,946,180	2,004,085	103%
Purchased Transportation Services	13,934,968	14,643,810	105%	1,741,871	2,141,132	123%
Fuel	11,229,876	11,004,693	98%	1,421,067	1,486,793	105%
Other Materials and Supplies	4,957,592	4,529,959	91%	619,699	569,023	92%
Professional Services	3,431,040	1,423,477	41%	428,880	233,262	54%
Other Services	3,667,620	2,770,167	76%	447,291	248,275	56%
Lease and Miscellaneous Expenses	1,509,552	527,303	35%	166,968	54,735	33%
Casualty and Liability Insurance	1,139,848	1,162,372	102%	142,481	209,618	147%
Utilities	934,384	922,015	99%	116,798	113,034	97%
Taxes and Licenses	288,096	370,728	129%	36,012	43,313	120%
Interest Expense	52,064	53,585	103%	6,508	5,510	85%
Total Operating Expenses	<u>85,274,492</u>	<u>79,651,674</u>	93%	<u>10,665,483</u>	<u>10,793,042</u>	101%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (164,006)</u>	<u>\$ 2,135,759</u>	N/A	<u>\$ (17,664)</u>	<u>\$ (226,472)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2014 AND THE EIGHT MONTHS ENDED MAY 31, 2014**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 18,459,816	\$ 18,361,640	99%	\$ 2,307,477	\$ 2,277,113	99%
Contract Services:						
Local Financial Assistance	7,842,926	7,721,024	98%	991,352	992,110	100%
Other Contractual Services	-	80,383	N/A	-	-	N/A
Advertising	1,153,336	1,098,783	95%	144,167	128,263	89%
Other Operating Income	278,064	243,758	88%	34,758	28,355	82%
Total Operating Revenues	<u>27,734,142</u>	<u>27,505,588</u>	99%	<u>3,477,754</u>	<u>3,425,841</u>	99%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	494,000	494,000	100%	61,750	61,750	100%
State of Florida	6,261,520	6,562,214	105%	782,690	820,277	105%
Local	21,739,800	21,729,270	100%	2,717,475	2,695,337	99%
Planning and other assistance grants:						
Federal - Other	11,444,969	8,957,743	78%	1,403,130	1,157,059	82%
State of Florida - Other	1,344,351	967,249	72%	193,557	196,427	101%
Local Matching - Other	-	4,674	N/A	-	414	N/A
Interest Income	50,000	20,230	40%	6,250	2,294	37%
Gain / (Loss) on the Sale of Assets	-	46,633	N/A	-	35,140	N/A
Total Nonoperating Revenues	<u>41,334,640</u>	<u>38,782,013</u>	94%	<u>5,164,852</u>	<u>4,968,698</u>	96%
Total Revenues	<u>69,068,782</u>	<u>66,287,601</u>	96%	<u>8,642,606</u>	<u>8,394,539</u>	97%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	28,275,786	27,210,409	96%	3,555,623	3,650,611	103%
Fringe Benefits	15,397,566	14,596,111	95%	1,923,510	1,983,238	103%
Purchased Transportation Services	953,792	1,015,160	106%	119,224	178,668	150%
Fuel	8,945,780	8,828,154	99%	1,135,555	1,181,191	104%
Other Materials and Supplies	4,941,328	4,526,998	92%	617,666	567,344	92%
Professional Services	3,191,576	1,303,225	41%	398,947	214,255	54%
Other Services	3,519,164	2,583,201	73%	428,734	223,956	52%
Lease and Miscellaneous Expenses	1,501,752	524,321	35%	165,993	56,287	34%
Casualty and Liability Insurance	1,139,848	1,162,372	102%	142,481	209,618	147%
Utilities	894,528	891,675	100%	111,816	109,532	98%
Taxes and Licenses	255,120	336,792	132%	31,890	40,001	125%
Interest Expense	52,064	53,585	103%	6,508	5,510	85%
Total Operating Expenses	<u>69,068,304</u>	<u>63,032,003</u>	91%	<u>8,637,947</u>	<u>8,420,211</u>	97%
<b>OPERATING GAIN / (LOSS)</b>	\$ <u>478</u>	\$ <u>3,255,598</u>	N/A	\$ <u>4,659</u>	\$ <u>(25,672)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2014 AND THE EIGHT MONTHS ENDED MAY 31, 2014**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,160,048	\$ 1,204,325	104%	\$ 145,006	\$ 168,975	117%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	6,468,272	5,922,260	92%	808,534	957,674	118%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>7,628,320</u>	<u>7,126,585</u>	93%	<u>953,540</u>	<u>1,126,649</u>	118%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	6,898,848	6,810,335	99%	862,356	851,292	99%
Planning and other assistance grants:						
Federal - Other	1,514,536	1,562,912	103%	189,317	194,090	103%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>8,413,384</u>	<u>8,373,247</u>	100%	<u>1,051,673</u>	<u>1,045,382</u>	99%
Total Revenues	<u>16,041,704</u>	<u>15,499,832</u>	97%	<u>2,005,213</u>	<u>2,172,031</u>	108%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	277,788	271,984	98%	36,105	33,651	93%
Fringe Benefits	178,312	165,061	93%	22,670	20,847	92%
Purchased Transportation Services	12,981,176	13,628,650	105%	1,622,647	1,962,464	121%
Fuel	2,284,096	2,176,539	95%	285,512	305,602	107%
Other Materials and Supplies	16,264	2,961	18%	2,033	1,679	83%
Professional Services	239,464	120,252	50%	29,933	19,007	63%
Other Services	148,456	186,966	126%	18,557	24,319	131%
Lease and Miscellaneous Expenses	7,800	2,982	38%	975	(1,552)	-159%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	39,856	30,340	76%	4,982	3,502	70%
Taxes and Licenses	32,976	33,936	103%	4,122	3,312	80%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>16,206,188</u>	<u>16,619,671</u>	103%	<u>2,027,536</u>	<u>2,372,831</u>	117%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (164,484)</u>	<u>\$ (1,119,839)</u>	N/A	<u>\$ (22,323)</u>	<u>\$ (200,800)</u>	N/A

**Monthly Report C: LYNX American Recovery and Reinvestment Act Project Status Report**

**To:** LYNX Board of Directors

**From:** Susan Black  
GENERAL MANAGER  
Belinda Balleras  
(Technical Contact)  
Prahallad Vijayvargiya  
(Technical Contact)  
Selita Stubbs  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

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

**Date:** 7/24/2014

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LYNX staff is working diligently to complete the Design and acquisition of the Fare Collection Equipment Project approved under this grant

**Project Activities:**

The Real-time Passenger Information System has been installed and continues to be programmed/re-programmed as needed throughout the LYMMO Bus Rapid Transit (BRT) service area

The new brochures/bus schedules were completed in time for service beginning April 13, 2014 and are in full circulation throughout the LYNX service area.

**On-going Activities:**

Fare Collection Equipment:

The contractor continues to work to resolve the issues associated with the fare card media initially identified during the earlier testing periods.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**  
 INTERIM DIR OF PLAN & DEVELOP  
**James RODRIGUEZ**  
 (Technical Contact)  
**OLANREWAJU ADELEKAN**  
 (Technical Contact)  
**Carleen Flynn**  
 (Technical Contact)

Phone: 407.841.2279 ext: 6019

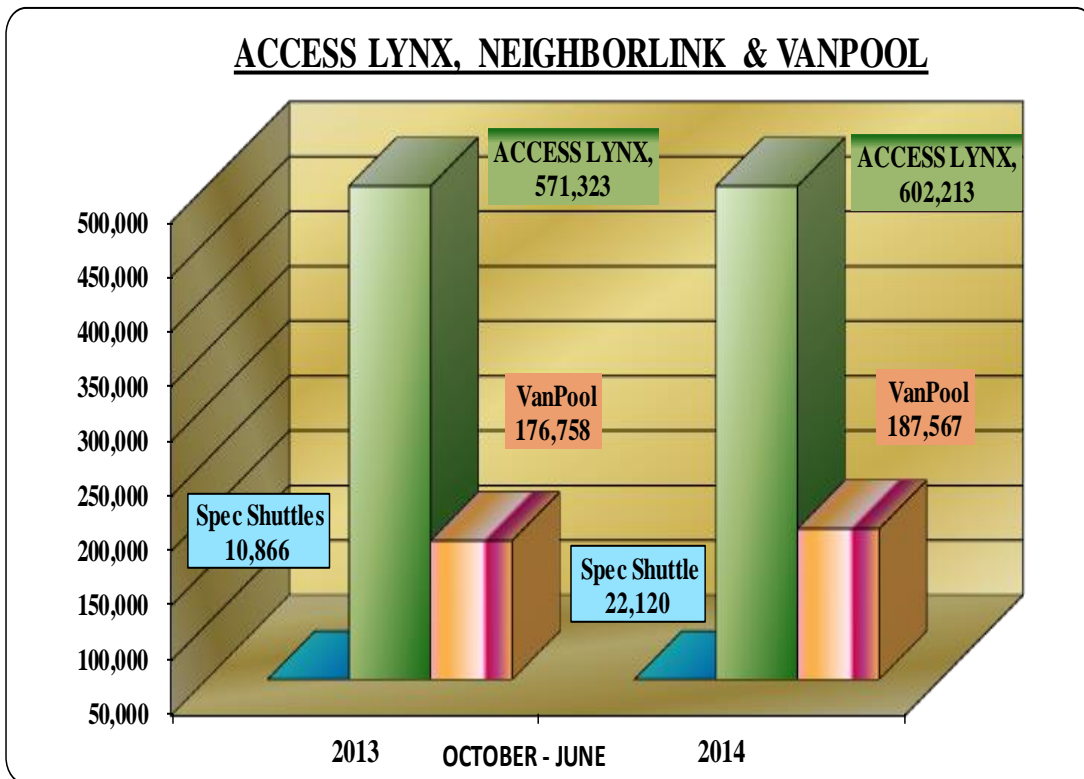
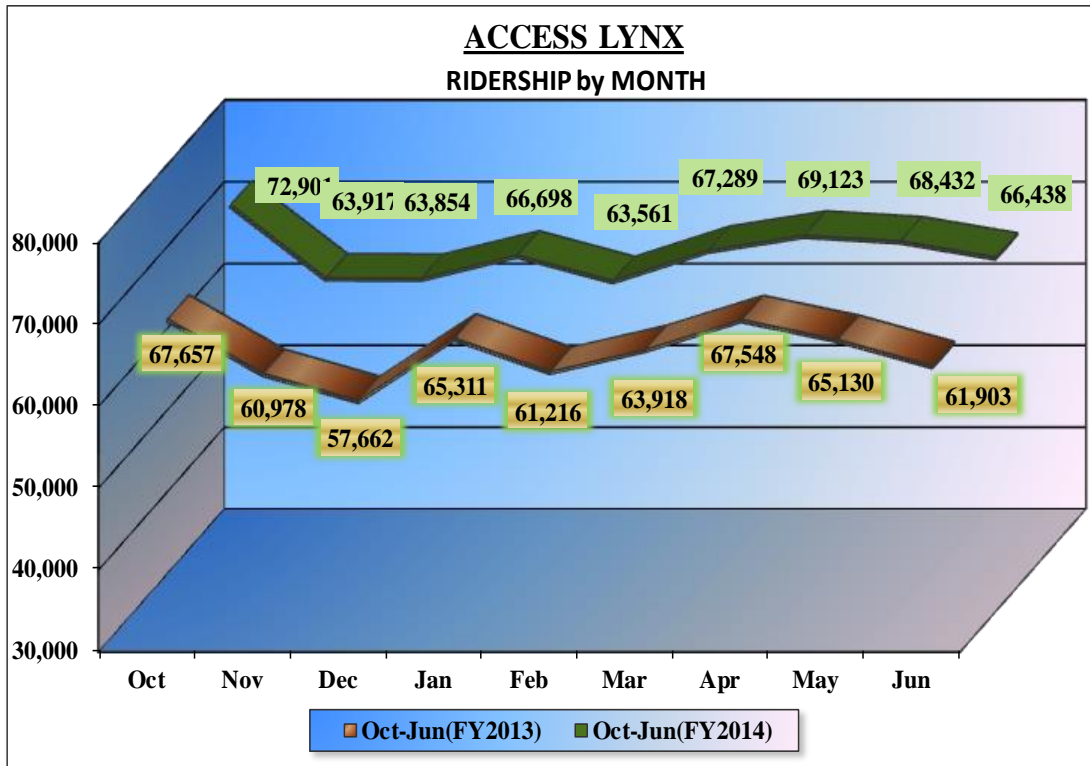
Item Name: Ridership Report: October 2013 - May 2014 (Final) and June 2014 (Preliminary)

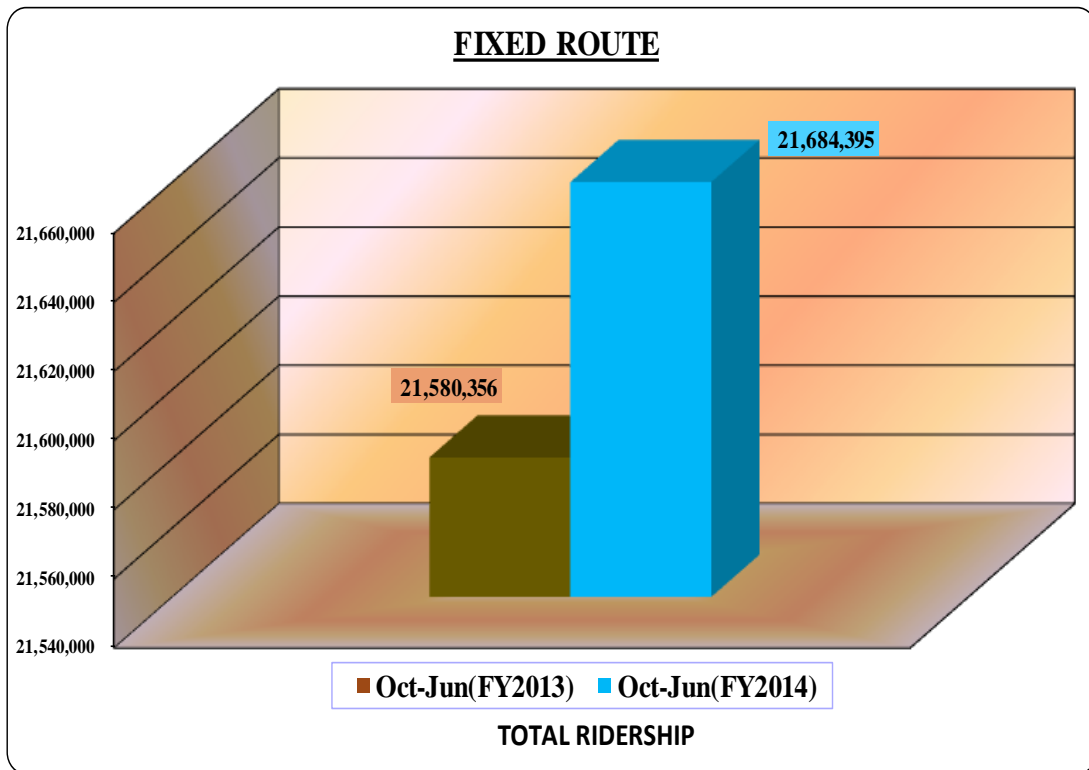
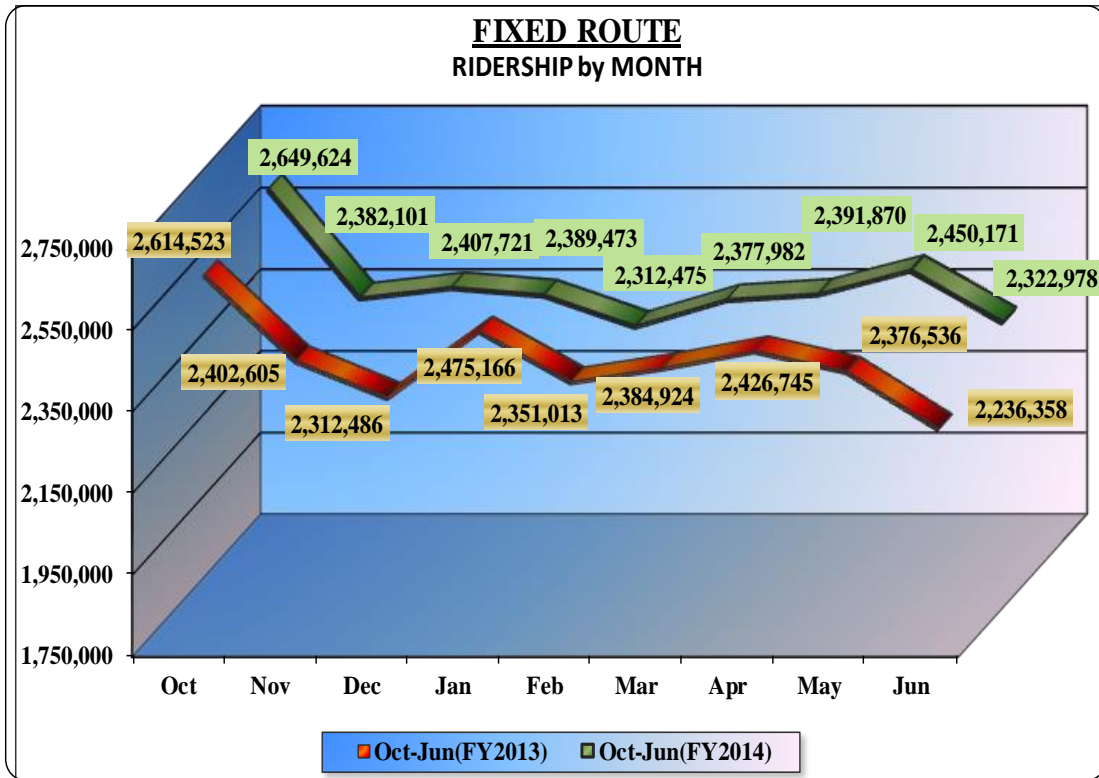
Date: 7/24/2014

Year to date (October – June)

<i>Service Mode</i>	<i>Oct-Jun(FY2013)</i>	<i>Oct-Jun(FY2014)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	626,588	636,507	1.58%
LYMMO (GRAPEFRUIT LINE)	-	61,639	N/A
Fixed Route	20,847,217	20,866,886	0.09%
NeighborLink	106,551	119,363	12.02%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>21,580,356</b>	<b>21,684,395</b>	<b>0.48%</b>
Special Shuttles	10,866	22,120	N/A
ACCESS LYNX	571,323	602,213	5.41%
Van Pool	176,758	187,567	6.12%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>758,947</b>	<b>811,900</b>	<b>6.98%</b>
<b>TOTAL ALL SERVICES</b>	<b>22,339,303</b>	<b>22,496,295</b>	<b>0.70%</b>







*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>June-13</i>	<i>June-14</i>	<i>% Change</i>
<b>LYMMO (ORANGE LINE)</b>	Weekday	2,560	3,351	30.90%
	Saturday	981	1,486	51.47%
	Sunday	840	1,115	32.68%
<b>LYMMO (GRAPEFRUIT LINE)</b>	Weekday	-	985	N/A
	Saturday	-	617	N/A
	Sunday	-	474	N/A
<b>All Other Links</b>	Weekday	77,929	91,822	17.83%
	Saturday	59,048	67,480	14.28%
	Sunday	33,905	44,929	32.51%
<b>Total Fixed Route</b>	Weekday	80,489	95,173	18.24%
	Saturday	60,029	68,967	14.89%
	Sunday	34,745	46,043	32.52%
<b>ACCESS LYNX</b>	Weekday	2,645	2,774	4.86%
	Saturday	1,145	1,195	4.29%
	Sunday	481	518	7.69%
<b>NeighborLink</b>	Weekday	1,008	533	-47.09%
	Saturday	319	392	22.88%
<b>Van Pool</b>	Weekday	1,008	960	-4.75%
	Saturday	262	173	-33.97%
	Sunday	239	146	-38.91%
<b>TOTAL</b> <i>LYNX</i> <i>SERVICES</i>	<b>Weekday</b>	<b>85,150</b>	<b>99,440</b>	<b>16.78%</b>
	<b>Saturday</b>	<b>61,755</b>	<b>70,726</b>	<b>14.53%</b>
	<b>Sunday</b>	<b>35,465</b>	<b>46,707</b>	<b>31.70%</b>

On January 12<sup>th</sup> 2014, the following Route was reinstated:

- Link 204 – Clermont Express

The following new links were added on April 13, 2012

- Link 208 – Kissimmee Intermodal SunRail Feeder
- Link 418 – Florida Mall/ Meadow Woods/Medical City
- Link 505 – Longwood SunRail
- Link 62 – Lymmo East West

On April 13<sup>th</sup> 2014, Link 41 was split:

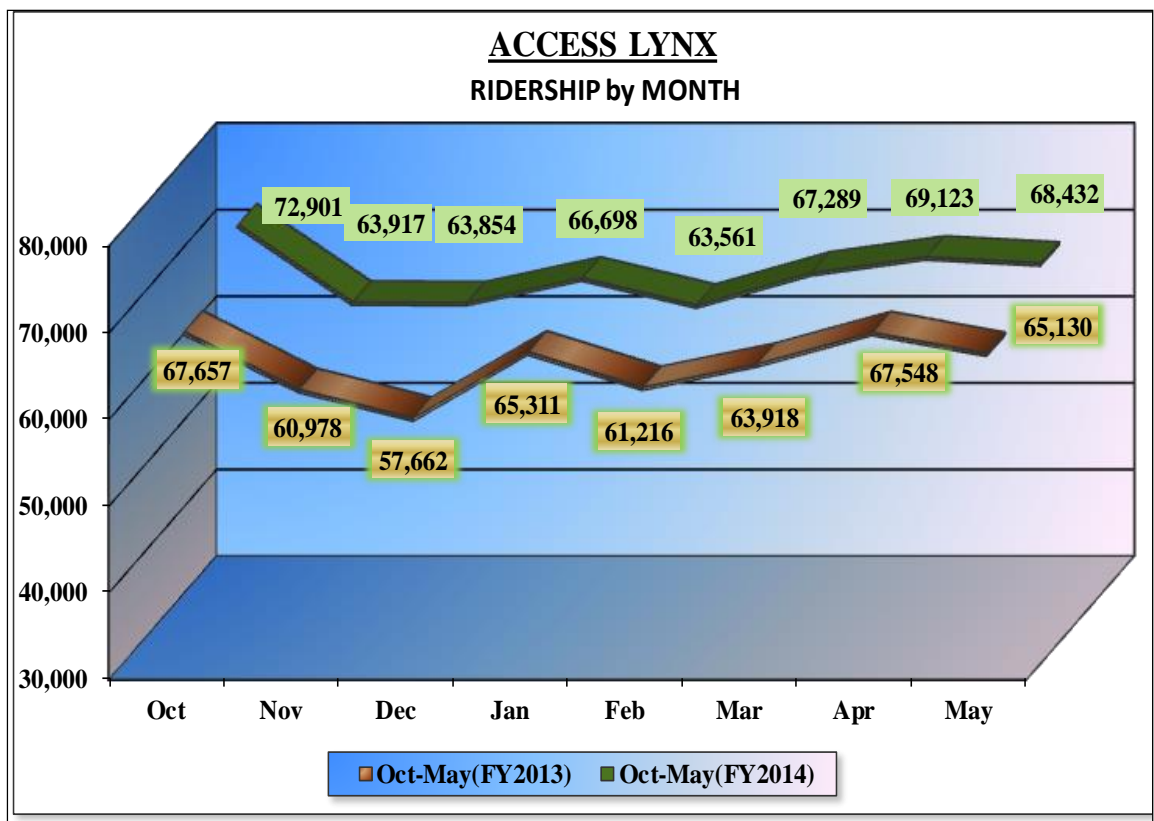
- Link 436N – North SR 436
- Link 436S – South SR 436

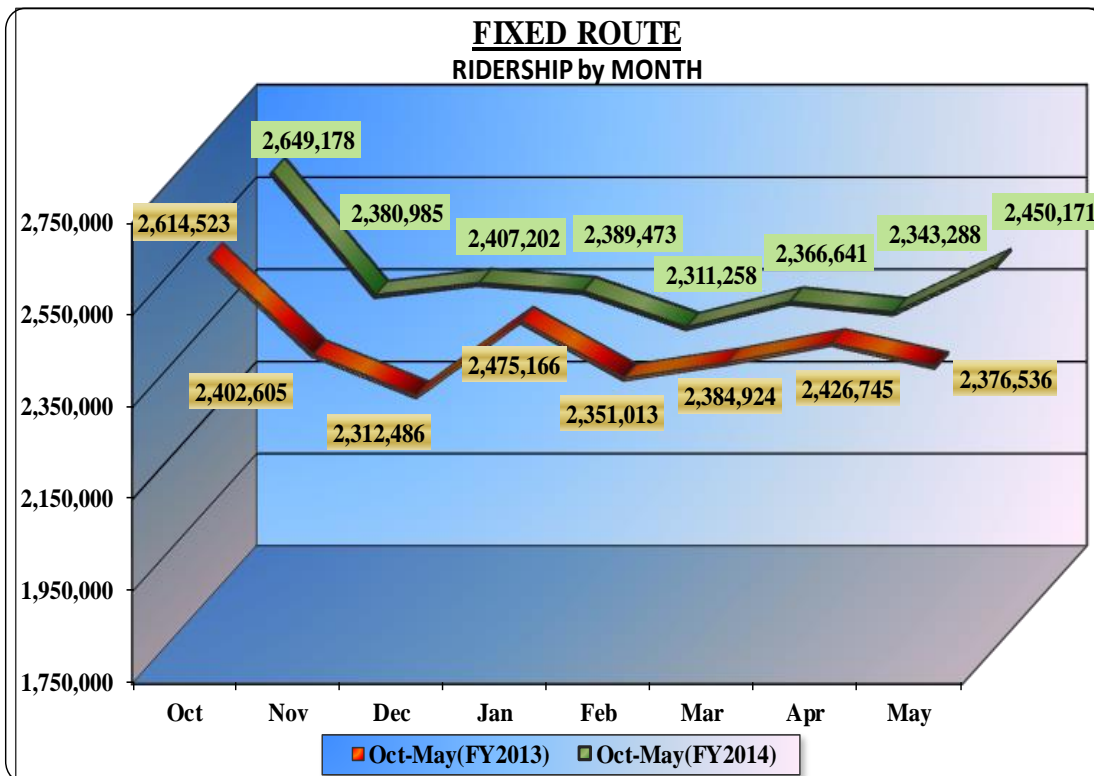
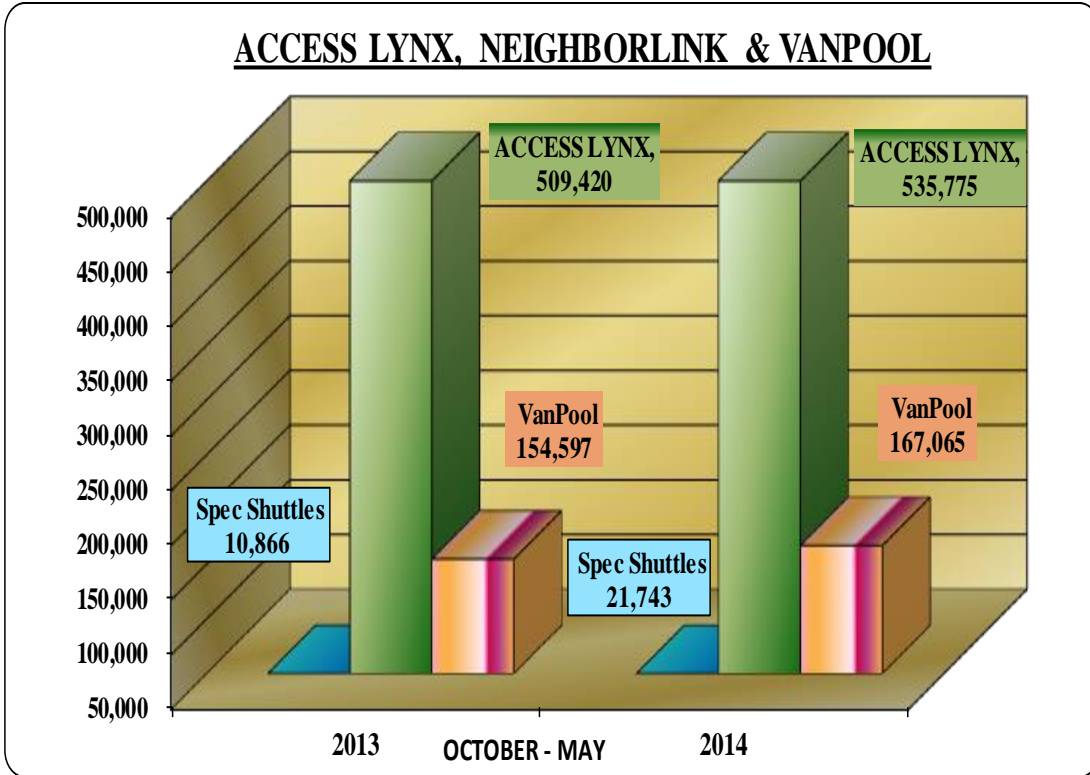
On April 14<sup>th</sup> 2014, NeighborLink Route was added:

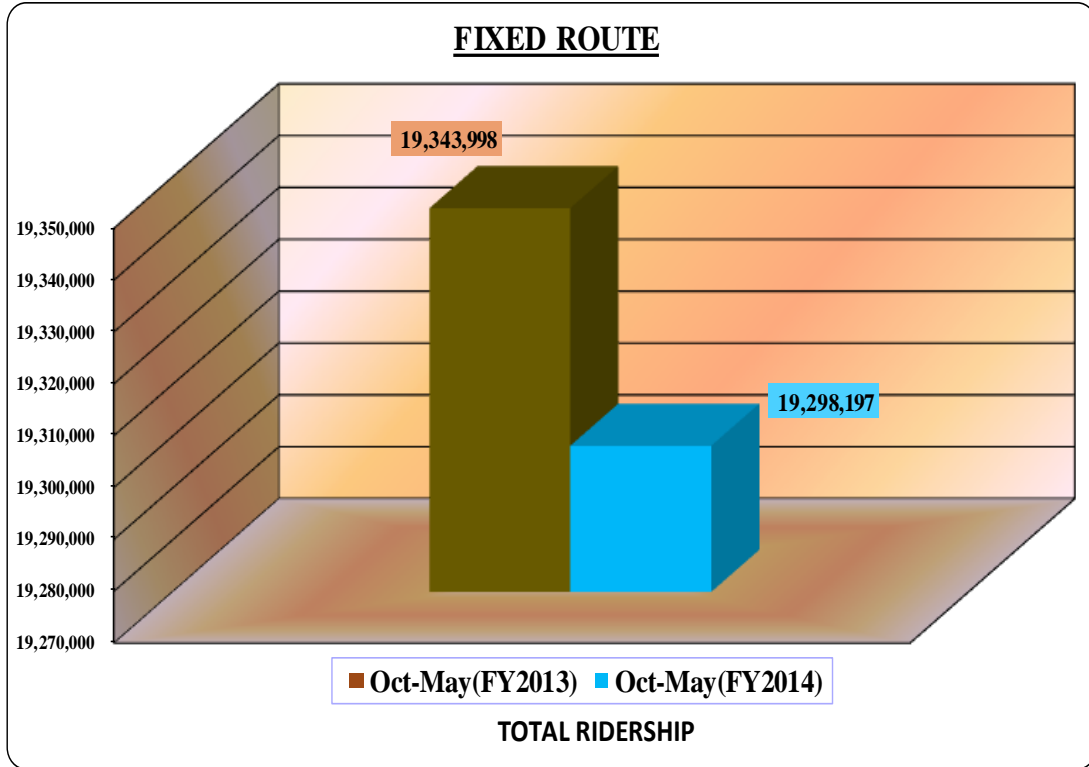
- Link 651

Year to date (October – May)

Service Mode	Oct-May(FY2013)	Oct-May(FY2014)	% Change
LYMMO (ORANGE LINE)	566,282	554,618	-2.06%
LYMMO (GRAPEFRUIT LINE)	-	36,110	N/A
Fixed Route	18,682,763	18,601,437	-0.44%
NeighborLink	94,953	106,031	11.67%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>19,343,998</b>	<b>19,298,196</b>	<b>-0.24%</b>
Special Shuttles	10,866	21,743	N/A
ACCESS LYNX	509,420	535,775	5.17%
Van Pool	154,597	167,065	8.06%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>674,883</b>	<b>724,583</b>	<b>7.36%</b>
<b>TOTAL ALL SERVICES</b>	<b>20,018,881</b>	<b>20,022,779</b>	<b>0.02%</b>







*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>May-13</i>	<i>May-14</i>	<i>% Change</i>
<b>LYMMO (ORANGE LINE)</b>	Weekday	2,890	3,166	9.56%
	Saturday	1,178	1,241	5.36%
	Sunday	888	1,045	17.69%
<b>LYMMO (GRAPEFRUIT LINE)</b>	Weekday	-	926	N/A
	Saturday	-	506	N/A
	Sunday	-	444	N/A
<b>All Other Links</b>	Weekday	85,297	112,997	32.47%
	Saturday	61,003	59,576	-2.34%
	Sunday	30,080	37,968	26.22%
<b>Total Fixed Route</b>	Weekday	88,187	116,163	31.72%
	Saturday	62,181	60,818	-2.19%
	Sunday	30,968	39,013	25.98%
<b>ACCESS LYNX</b>	Weekday	2,657	2,711	2.04%
	Saturday	1,100	1,156	5.13%
	Sunday	467	555	18.67%
<b>NeighborLink</b>	Weekday	1,072	545	-49.17%
	Saturday	305	364	19.34%
<b>Van Pool</b>	Weekday	1,072	919	-14.26%
	Saturday	221	165	-25.17%
	Sunday	238	139	-41.68%
<b>TOTAL LYNX SERVICES</b>	<b>Weekday</b>	<b>92,988</b>	<b>120,339</b>	<b>29.41%</b>
	<b>Saturday</b>	<b>63,806</b>	<b>62,503</b>	<b>-2.04%</b>
	<b>Sunday</b>	<b>31,673</b>	<b>39,706</b>	<b>25.36%</b>

On January 12<sup>th</sup> 2014, the following Route was reinstated:

- Link 204 – Clermont Express

The following new links were added on April 13, 2012

- Link 208 – Kissimmee Intermodal SunRail Feeder
- Link 418 – Florida Mall/ Meadow Woods/Medical City
- Link 505 – Longwood SunRail
- Link 62 – Lymmo East West

On April 13<sup>th</sup> 2014, Link 41 was split:

- Link 436N – North SR 436
- Link 436S – South SR 436

On April 14<sup>th</sup> 2014, NeighborLink Route was added:

- Link 651



## LYNX Monthly Ridership by Mode

<b>Fiscal Year 2014</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	70,411	64,168	64,529	65,237	66,305	68,043	75,886	80,039	81,889				636,507
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	11,442	24,668	25,529				61,639
Fixed Route	2,564,960	2,305,357	2,330,828	2,311,069	2,233,051	2,297,342	2,290,526	2,331,525	2,202,228				20,866,886
NeighborLink	14,253	12,576	12,364	13,167	13,119	12,597	14,016	13,939	13,332				119,363
SUBTOTAL - FIXED ROUTE	2,649,624	2,382,101	2,407,721	2,389,473	2,312,475	2,377,982	2,391,870	2,450,171	2,322,978	-	-	-	21,684,395
Special Shuttles	223	1,139	9,318	7,238	990	242	1,234	1,359	377				22,120
ACCESS LYNX	72,901	63,917	63,854	66,698	63,561	67,289	69,123	68,432	66,438				602,213
VanPlan	24,265	21,511	20,861	21,407	19,077	18,845	20,815	20,284	20,502				187,567
SUBTOTAL - OTHER SERVICES	97,389	86,567	94,033	95,343	83,628	86,376	91,172	90,075	87,317	-	-	-	811,900
<b>TOTAL ALL SERVICES</b>	<b>2,747,013</b>	<b>2,468,668</b>	<b>2,501,754</b>	<b>2,484,816</b>	<b>2,396,103</b>	<b>2,464,358</b>	<b>2,483,042</b>	<b>2,540,246</b>	<b>2,410,295</b>				<b>22,496,295</b>
<b>% Change From Fiscal Year 2013 To Fiscal Year 2014</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	-11.2%	-4.4%	5.7%	-10.5%	-5.3%	-3.2%	2.9%	11.4%	35.8%				1.6%
LYMMO (GRAPEFRUIT LINE)													0.0%
Fixed Route	1.7%	-0.8%	4.0%	-3.3%	-1.6%	-0.2%	-2.1%	1.7%	1.7%				0.1%
NeighborLink	13.0%	9.7%	17.0%	11.0%	14.8%	3.9%	10.7%	13.9%	15.0%				12.0%
SUBTOTAL - FIXED ROUTE	1.3%	-0.9%	4.1%	-3.5%	-1.6%	-0.3%	-1.4%	3.1%	3.9%				0.5%
Special Shuttles	346.0%	2090.4%	408.1%	36.4%	-9.8%	74.1%	86.7%	-21.2%					103.6%
ACCESS LYNX	7.8%	4.8%	10.7%	2.1%	3.8%	5.3%	2.3%	5.1%	7.3%				5.4%
VanPlan	30.8%	31.9%	28.7%	10.0%	1.7%	-7.2%	-4.2%	-12.8%	-7.5%				6.1%
SUBTOTAL - OTHER SERVICES	12.9%	11.9%	24.2%	5.8%	3.2%	2.4%	1.4%	-0.1%	3.9%				7.0%
<b>TOTAL ALL SERVICES</b>	<b>1.7%</b>	<b>-0.5%</b>	<b>4.8%</b>	<b>-3.1%</b>	<b>-1.5%</b>	<b>-0.2%</b>	<b>-1.3%</b>	<b>3.0%</b>	<b>3.9%</b>				<b>0.7%</b>
<b>Fiscal Year 2013</b>													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	79,272	67,129	61,048	72,883	70,022	70,320	73,769	71,839	60,306	73,419	79,905	64,602	844,514
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Route	2,522,633	2,324,013	2,240,871	2,390,425	2,269,566	2,302,479	2,340,319	2,292,457	2,164,454	2,275,199	2,415,110	2,294,517	27,832,043
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657	12,240	11,598	12,504	13,610	12,464	145,129
SUBTOTAL - FIXED ROUTE	2,614,523	2,402,605	2,312,486	2,475,166	2,351,013	2,384,924	2,426,745	2,376,536	2,236,358	2,361,122	2,508,625	2,371,583	28,821,686
Special Shuttles	50	52	1,834	5,307	1,098	139	661	1,725	0	3,638	41	46	14,591
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548	65,130	61,903	68,070	68,397	65,643	773,433
VanPlan	18,552	16,304	16,215	19,460	18,760	20,307	21,728	23,271	22,161	23,669	23,760	23,233	247,420
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,078	81,074	84,364	89,937	90,126	84,064	95,377	92,198	88,922	1,035,444
<b>TOTAL ALL SERVICES</b>	<b>2,700,782</b>	<b>2,479,939</b>	<b>2,388,197</b>	<b>2,565,244</b>	<b>2,432,087</b>	<b>2,469,288</b>	<b>2,516,682</b>	<b>2,466,662</b>	<b>2,320,422</b>	<b>2,456,499</b>	<b>2,600,823</b>	<b>2,460,505</b>	<b>29,857,130</b>

*Note: Through a regular review process, LYNX staff discovered that ridership for test route Link 500 was inadvertently included in previous FY 2014 ridership reports. Calculations in this report have been adjusted to remove ridership associated with the test route.*



**Monthly Report E: Planning and Development Report**

**To:** LYNX Board of Directors

**From:** **Andrea Ostrodka**  
INTERIM DIR OF PLAN & DEVELOP  
**Andrea Ostrodka**  
(Technical Contact)  
**Carleen Flynn**  
(Technical Contact)  
**James RODRIGUEZ**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Planning and Development Report

**Date:** 7/24/2014

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**STRATEGIC PLANNING:**

STATE ROAD 50/UCF CONNECTOR CORRIDOR STUDY

The project team continued its public and stakeholder outreach activities, which over the course of the early summer has included targeted community meetings with the Rock Lake and Parramore neighborhoods, the Milk District and the Mills50 Neighborhood District; a briefing with Commissioner Ortiz from the City of Orlando; a coordination meeting with the University of Central Florida; and the fifth Project Advisory Work Group (PAWG) meeting. The reformulated project outreach strategy to better involve stakeholders has included reaching out to these groups to determine more viable coordination that is meaningful for them. Further outreach stakeholder groups include the hospitals, other local governments, and business associations.

At the May PAWG meeting the group decided to narrow down the alignments in Segments 2 and 3, between John Young Parkway and Primrose Avenue. As well the PAWG decided on three modes for further analysis, which include Enhanced Bus, Bus Rapid Transit and Modern Streetcar. The alignments and modes will be developed as alternatives for further analysis, including ridership modeling.

SUNRAIL COORDINATION

Planning and Operations staff have monitored SunRail feeder routes since SunRail service began May 1, 2014. Transfers between LYNX and SunRail have been fairly efficient and effective. Based on field observations and discussions between LYNX and SunRail staff, LYNX has

proposed adjusting schedules for some feeder routes to better facilitate transfers. LYNX staff will continue to work with SunRail staff to assist customers, manage expectations, and determine adjustments if and when adjustments might be needed.

## **SERVICE PLANNING:**

Service Planning Division activities have been primarily devoted to the upcoming August 2014 Service Change. Input was solicited from the Regional Working Group, the Service Change Efficiency Committee, the Running Time Committee, and interviews with operators, supervisors, and key stakeholders. A potential list of changes was developed and analyzed. The list of service changes going forward was used in a public outreach campaign at nine locations in the three-county service area. An interdepartmental calendar was developed to manage the service change by identifying critical action items in the process and when they need to occur.

Additional public outreach was conducted in the Goldsboro Neighborhood in Sanford on June 4<sup>th</sup> and 5<sup>th</sup>. Lynx staff introduced the NeighborLink 651 to the community, provided information on LYNX services in the area and SunRail connectivity opportunities.

On July 9<sup>th</sup>, Service Planning worked with Orange County Commissioner Pete Clarke's Office to have a community meeting at the Starlight Ranch Community on Pershing to gauge the need for transit service from the adult communities in the area to the Renaissance Senior Center.

Service Planning has been doing system-wide research concerning the on-time performance of our fixed routes. Working with Transportation, we have collected data from Automated Passengers Counters and Automatic Vehicle Location systems on our buses along with field observation of route performance to identify the top early and late performing routes. As an agency, we are now doing in-depth research on the identified routes to develop short and long term solutions to enhance on-time performance.

## **GRANTS:**

### **VETERANS TRANSPORTATION RESOURCS AND COMMUNITY SERVICES (VTRACS):**

LYNX staff members continue to compile the data and findings from the initial phase of the project into a Needs Assessment document. This document will help guide the high level design of the one call one click transportation and social services system. As part of this process, LYNX staff members met with stakeholder and partner groups to discuss the project questionnaire distributed in the last quarter. LYNX staff also met with VTRACS partner groups July 11 to discuss the Needs Assessment document and next steps of the project.

## **GEOGRAPHIC INFORMATION SYSTEMS:**

LYNX Service Planning, Engineering, IT and GIS are working together on refining the procedures for bus stop data update in the VUEWorks Asset Management system and the

## LYNX Board Agenda

integration process with Trapeze FX database. The stop data updating procedure was tested for the April service bid. GIS staff is working on descriptive documentation and detailed Standard Operation Procedures for the stop collection software updates and the data quality assurance process. This work will be completed and evaluated with the stop updates for the August bid changes.

LYNX GIS staff updated the fixed service route network in the GIS database consistent with the April bid and planned changes in August 2014. GIS staff has completed analysis of the proposed service for the route length by jurisdiction. GIS staff, LYNX' Title VI officer and Service Planning updated the Standard Operation Procedures for Title VI evaluation under LYNX' Title VI policy to include the standard reporting module in the FDOT's Transit Boarding Estimation and Simulation Tool (TBEST). An ArcGIS online web map is published to display demographics within the LYNX service area. This is used in Title VI analyses.

The GIS web site LYNX System Map, accessible from the GoLYNX website, has been updated with current GIS Data for download. Additional interactive maps are accessible for LYNX employees from the InLYNX page.

IT, GIS and a consultant are working on migration of the GIS shared data files and GIS working directories for each department to a new server. The shared data for all LYNX users will be converted in SDE/SQL database format to allow faster and more secure access to all currently maintained datasets.

**Monthly Report F: Communications Report**

**To:** LYNX Board of Directors

**From:** **Matthew Friedman**  
DIRECTOR OF MARKETING COMM  
**Matthew Friedman**  
(Technical Contact)  
**Theresa Veley**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Communications Report

**Date:** 7/24/2014

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**Tunes in the Terminal**

Every Tuesday in July, a free hour-long Tunes in the Terminal concert will showcase musical talent from Central Florida entertainers at LYNX Central Station beginning at 11:30 a.m. Added this year will be a weekly food truck bazaar from 11 a.m. – 1 p.m. featuring some of Central Florida's best culinary delights on wheels.

**Twitter 1,000 Twitter Followers Giveaway**

On May 1 we launched a promotion on Twitter as a way to thank our "Follow Us" for helping us reach a milestone of 1,000+. We gave away a 7-day fixed route pass along with a gift bag with LYNX branded items. In order to qualify for a chance to win our followers had to retweet the promotional post to their followers. The *Twitter 1,000 Followers Giveaway* was a week long and ended with selecting a random winner on May 7. Within one week our "Followers" increased by 6.4% - a total of 1,078.

**Facebook**

On June 8 we reached 2,000 "likes" on Facebook. The week leading to this milestone, we had a big increase in engagement and a record high reach of 11,230 people in just one week.

May – June 2014

## Press Releases | Media Notes

- May 27 Susan Black hired as LYNX General Manager.
- June 3 Real-Time bus tracker now available for LYMMO lines.
- June 26 LYNX announces August service proposal.

## Stories

- May 4 Orlando Sentinel: SunRail on track, but FlexBus lags behind.
- May 14 Orlando Sentinel: Central Floridians support mass transit, new survey reveals.
- May 15 WKMG/Channel 6: Pedestrian struck by LYNX bus, Orange county fire rescue says.
- May 16 WKMG/Channel 6 and WFTV/Channel 9: 2 Injured in LYNX bus crash in Orlando.
- May 29 Stockhouse.com and Yahoo Finance: Bus operator, passenger safety drive increase in transit simulator deliveries.
- June 3 WFTV/Channel 9 and News Channel 13: New site lets LYNX riders track buses.
- June 5 WFTV/Channel 9: Problems delay SunRail to LYNX bus confirmation system.
- June 6 WFTV/Channel 9: LYNX bus drivers under fire for leaving buses for food stops while passengers onboard.
- June 9 The Daily Commercial.com: Few options to restore evening service for Link 55.
- June 9 Insight Magazine: New LYNX route connects Nemours hospital to surrounding communities.
- June 9 Orlando Business Journal: Central Florida to test SunRail connector FlexBus this year.
- June 10 Around Osceola: LYNX/SunRail offer smooth ride North.
- June 11 The Daily Commercial.com: LYNX South Lake bus routes will return.
- June 17 Orlando Sentinel: Susan Black was hired as general manager at The Central Florida Regional Transportation Authority.
- June 19 Orlando Sentinel: LYMMO expands dining options.
- June 20 WFTV/Channel 9: Access LYNX passenger left stranded; driver may be fired.
- June 26 WFTV/Channel 9 and WKMG/Channel 6: LYNX driver in hot water for obscene gesture behind the wheel.
- June 27 WFTV/Channel 9: LYNX driver calls 911 on disabled passenger over \$1 dispute.
- June 27 WFTV/Channel 9: Driver takes photo of LYNX driver he says made obscene hand gesture at him.
- June 29 Central Florida Future Newspaper: LYNX looks to improve bus routes.
- June 30 Orlando Business Journal: See Susan Black in today's people on the move.

## Social Media

- May 1 Xpress 208 service begins today.  
Link 200 is no longer in service.  
SunRail service begins today. View your LYNX/SunRail connections.  
Created album for SunRail LCS grand opening.  
Response to customer question.  
LYNX Twitter giveaway.

## LYNX Board Agenda

- May 2 LYNX Twitter giveaway.  
Video of Grand opening event at SunRail's LYNX Central Station.  
Response to customer question about the cost of an Xpress pass.
- May 3 Looks like it's going to be gray all day today but tomorrow looks much brighter!  
Where can we take you?
- May 4 LYNX Twitter giveaway.
- May 5 Response to customer complaint.  
Good morning from the LYMMO Grapefruit line!
- May 6 Bike to Work Day on May 9<sup>th</sup>  
LYNX Twitter giveaway reminder.  
Response to customer question about purchasing a bus pass.  
Jeff Reine presenting at APTA conference on Kissimmee Intermodal Station.  
State champion maintenance team takes 2<sup>nd</sup> place at 2014 bus Roadeo.
- May 7 How many buses can you find in the photo?  
Tunes in the terminal – looking for musicians.  
Response to customer question.  
Response to customer complaint.  
Thanked customer for positive feedback.  
Response to customer complaint.  
Answer: 10 buses plus the one we are taking the picture from.
- May 8 Twitter giveaway winner announcement.  
Throwback Thursday.
- May 9 Bike to work day.  
LYNX team getting ready to Bike to Work!  
Mayor Dyer addresses the crowd at Bike to Work.  
Commissioner Thompson rides FL 418 with a patient at Nemours Hospital.
- May 10 Created photo album of Team LYNX at Bike to Work Day.
- May 11 Happy Mother's Day!
- May 12 Tunes in the Terminal.
- May 13 ABBG survey.
- May 14 Bike to Work Day video.
- May 15 Throwback Thursday.
- May 16 LYNX ID services are available every 3<sup>rd</sup> Saturday of the month.  
Orlando City Soccer unveils new bus wrap design.
- May 17 ABBG survey.  
Service alert.
- May 18 Good morning from Lake Eola Park.
- May 19 Caption photo.
- May 20 ABBG survey.  
Need to travel between Kissimmee and Sand Lake road? Xpress 208 can take you there!  
Link 55 service alert.
- May 21 Need a ride to Lake Nona's Medical city? FastLink 418 can get you there!  
Memorial Day schedule.

## LYNX Board Agenda

- May 22 ABBG survey.  
Sanford public workshop.  
Answered several questions about Orlando City Soccer bus.  
Response to customer question about SunRail/LYNX connections.  
Response to customer complaint.  
Shared Orlando City Soccer video.  
Posted Tunes in the Terminal flyer on UCF Facebook page.  
Updated customer on information regarding a bus stop.  
Valencia College Osceola Campus service alert.  
Response to customer question about purchasing a bus pass.
- May 23 Hurricane season information.  
Response to question about customer service hours on holidays.  
Tunes in the Terminal.
- May 24 ABBG survey.  
Holiday schedule reminder.
- May 25 Photo of Lake Eola Park.  
Last chance to fill out survey and enter for a chance to win a 30-day bus pass.
- May 26 Memorial day schedule.  
Remembering all who served our country on this Memorial Day.
- May 27 Response to customer complaint.  
Response to customer question regarding a detour.  
Updated cover photo.  
Response to customer question regarding LYNX/SunRail connection.
- May 28 Sanford public workshop.  
Response to customer question about Amtrak.  
Response to customer question about a bus route.  
Metroplan open house on 2040 transportation plan.
- May 29 Hurricane preparedness.  
Response to customer question about our schedules.  
Response to customer complaint.  
Response to customer comment.  
Tunes in the Terminal video.  
Sent invitation to musicians to play in Tunes in the Terminal.
- May 30 Good morning from Downtown Orlando. Have a great Friday!  
Response to customer question about riding LYNX.  
Response to customer complaint about a bus operator.
- May 31 Can anyone tell us where this is?
- June 1 Sanford public workshops reminder.
- June 2 Response to route question.  
Response to LYNX/SunRail connection question.  
A busy morning at LYNX Central Station. Happy Monday!
- June 3 LYNX and SunRail transfer policy.  
Thanked customer for positive feedback.  
Updated customer on new bus shelter request.  
Response to customer question about Votran and SunRail connection.  
Sanford Public Workshop.

## LYNX Board Agenda

- Real-time bus tracker announcement.  
Added Tunes in the Terminal on event calendar.
- June 4 Response to customer questions about transfer policy between LYNX and SunRail.  
Public workshop in Sanford.  
Metroplan's public hearing at LYNX Central Station.  
Make M' Smile detour alert.
- June 5 Thanked customer for sharing a photo of our social media bus.  
How to read a LYNX brochure video.  
Sanford Public workshop.  
Response to customer question about LYNX/SunRail connections.  
Thanked customer for sharing a photo.
- June 6 A day in the life of a bus operator video.  
Make M' Smile detour alert.  
Response to question about public workshop.  
Winner of a 30-day bus pass for filling out survey.
- June 7 Ride LYMMO and use our handy bus tracker.  
Response to customer question about LYMMO.  
Thanked customer for positive feedback.  
Answered question about LYMMO.
- June 8 Two "likes" away from 2,000 fans.  
Thank you for helping us reach 2,000 fans.  
Thanked fan for support.
- June 9 LYNX Central Station customer service.
- June 10 Bus image at LOC.  
Response to customer question about bus pass.  
New bus simulator.
- June 11 Good morning from Robinson Street!
- June 12 World cup kicks off today! Anyone going to a watch party downtown? Ride LYMMO.
- June 13 It may be Friday the 13<sup>th</sup> but it's a beautiful day! Ride LYNX.
- June 15 Happy Father's Day.  
Response to customer question about service on Father's Day.
- June 16 Good morning to all of our wonderful fans! We hope you have a fantastic week!  
Thanked customer for positive feedback about a bus operator.
- June 17 Goal! Sweet victory for Team USA in their World cup opener. Hope you have a winning day!  
Response to customer complaint.  
Response to customer question about youth pass.
- June 18 Updated cover photo to promote Tunes in the Terminal.
- June 19 Today is Dump the Pump Day! Leave your car and ride LYNX.  
Response to customer question about Link 55.
- June 20 Holiday schedule alert for Independence day.  
Shared Orlando Sentinel article about the Grapefruit line.  
Response to customer complaint about bus operator. Referred to customer service.
- June 21 Happy first day of summer.



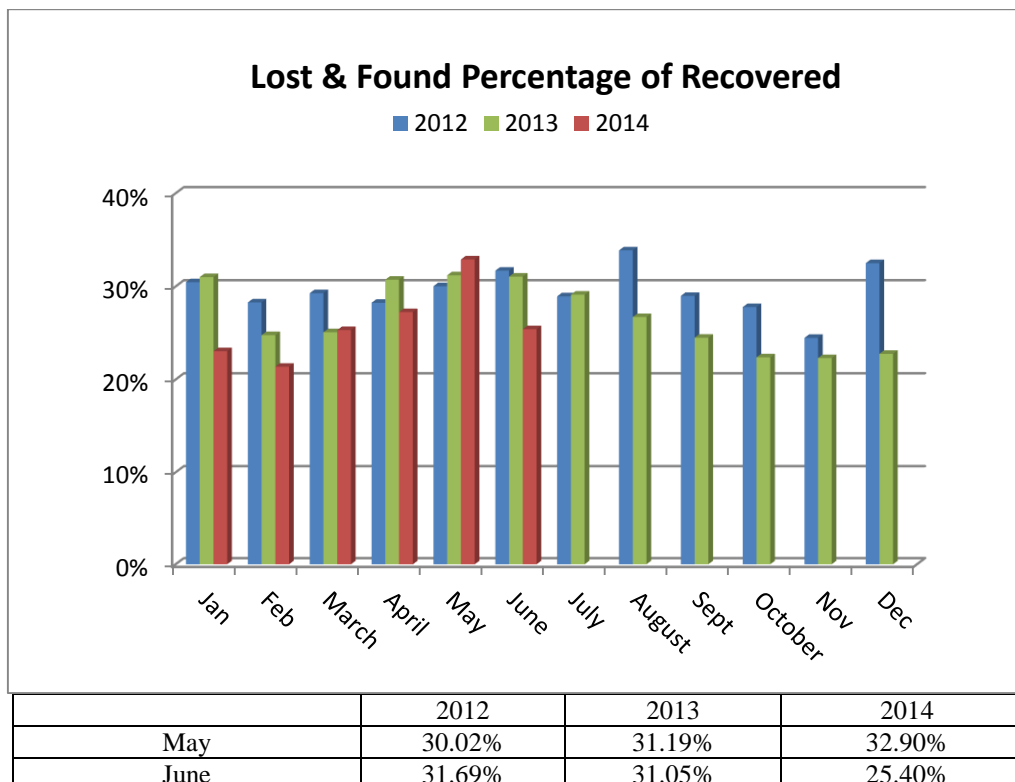
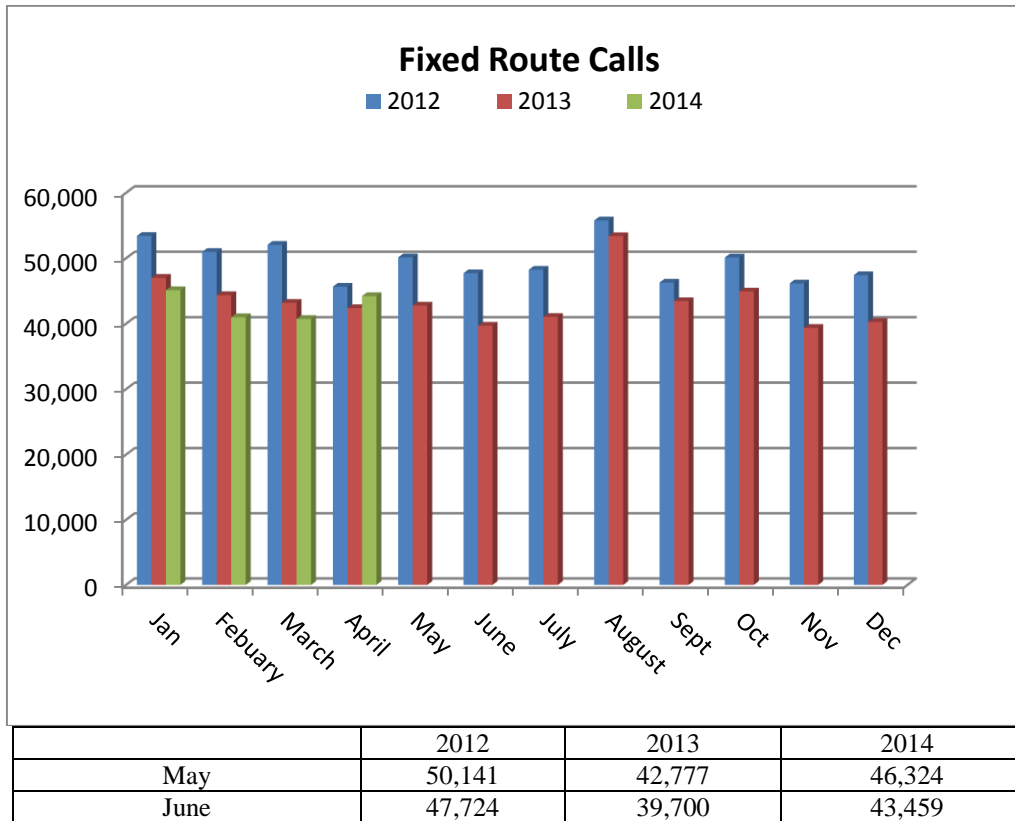
# LYNX Board Agenda

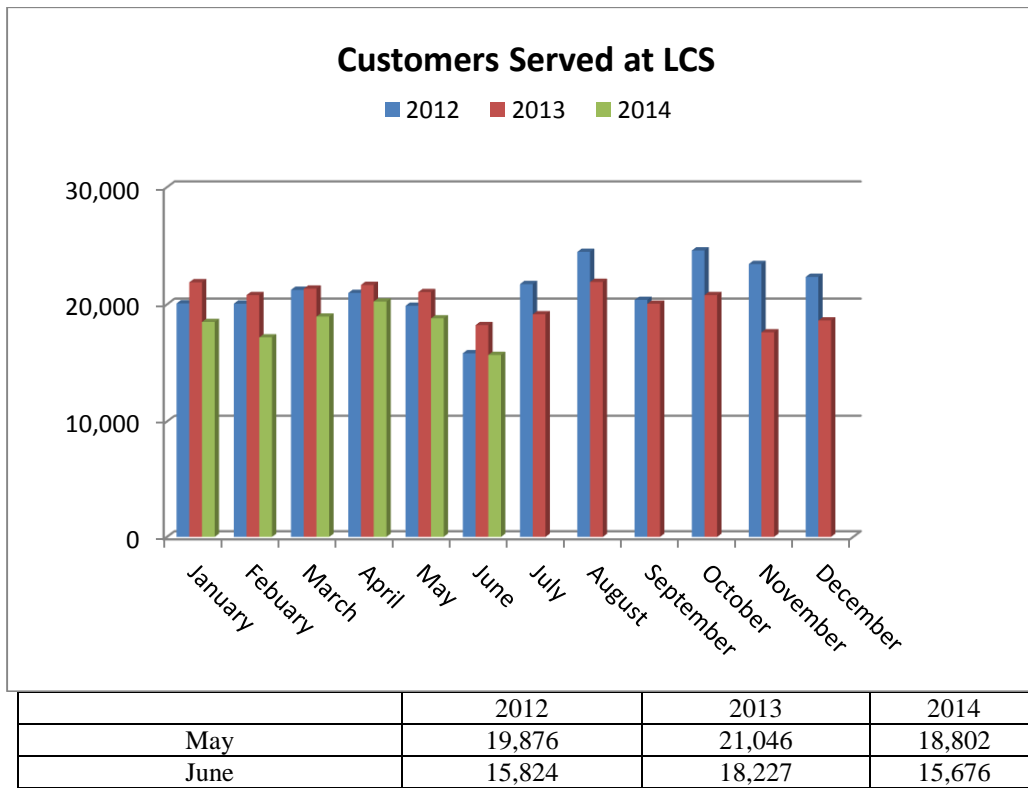
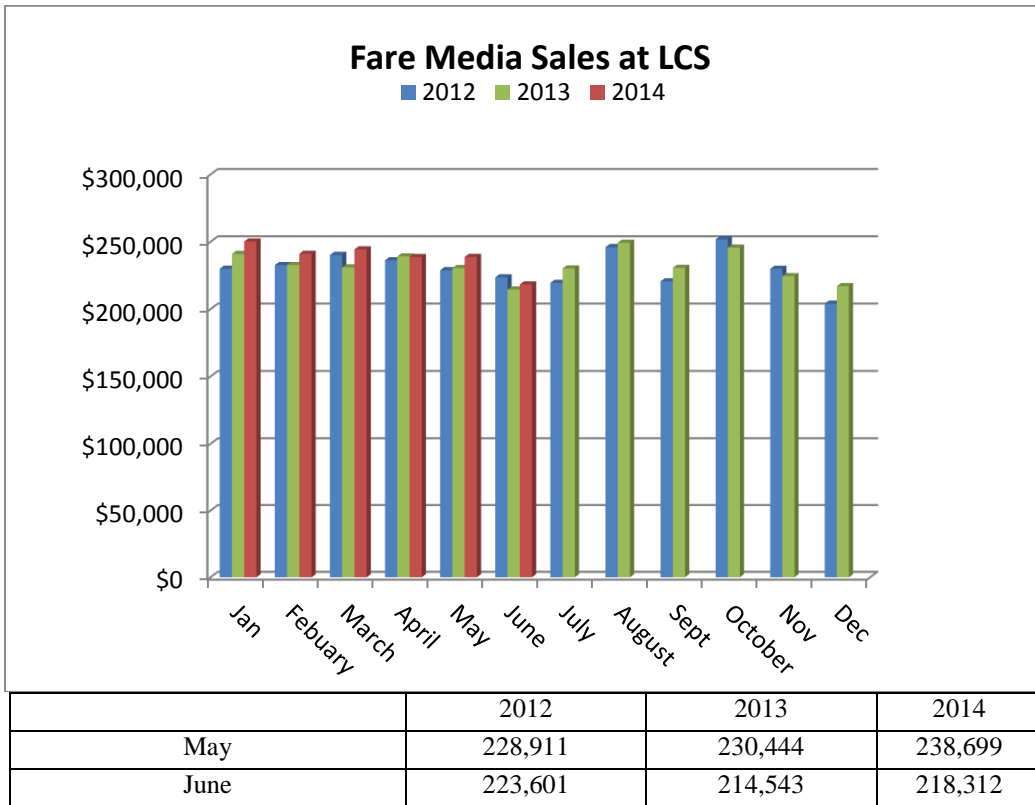
- June 22 Orlando City Soccer USA vs. Portugal watch party. Ride LYMMO.  
Response to question about world cup watch party.
- June 23 The soaring temperatures are a sure indicator that summer is here. Be sure to drink plenty of water and stay hydrated while waiting for the bus.  
Service alert: Road closure on Bumby Avenue due to construction.  
Tunes in the terminal lineup.
- June 24 Holiday schedule reminder for Independence day.  
Evan Taylor and 900 Degreez Pizza set to kick off Tunes in the Terminal next Tuesday.  
Today transit lost a true champion in our industry. RIP our friend Julie Cunningham.
- June 25 NeighborLink photo with link to website for more information.  
Orlando Tech shared photos of technology meet up event at LCS.
- June 26 Aug. 24 proposed service changes.  
Response to customer regarding service changes.  
Asked customers to submit suggestions on our website about service changes for consideration.  
Service alert: road closure on Central Boulevard.
- June 27 Tunes in the terminal video.  
US 441 Community survey.  
July 4<sup>th</sup> holiday schedule reminder.  
Service proposal workshops.  
Response to customer about proposed service changes.
- June 28 Aug. 24 service changes and workshops.  
Response to customer about route question. Referred to Trip Planner.  
Response to customer complaint.
- June 29 Good morning from the top of LCS. Happy Sunday!
- June 30 Tunes in the terminal.  
Reminder: Service proposal workshop at Washington Shores SuperStop.  
Response to customer complaint about bus driver.

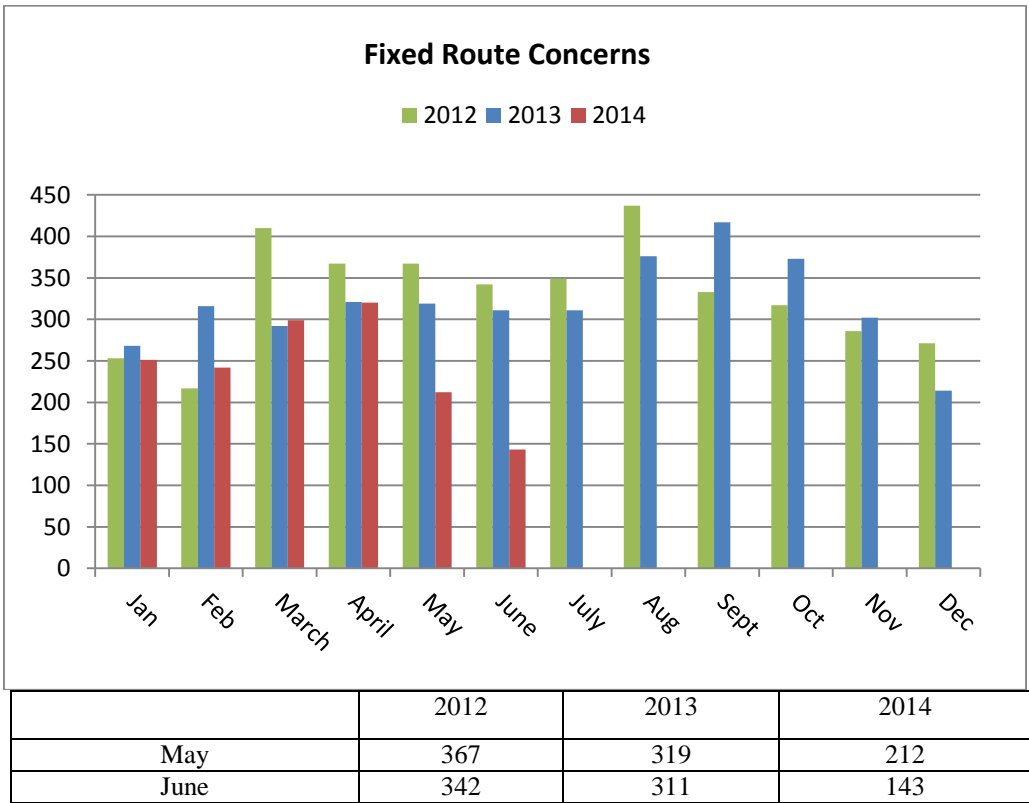
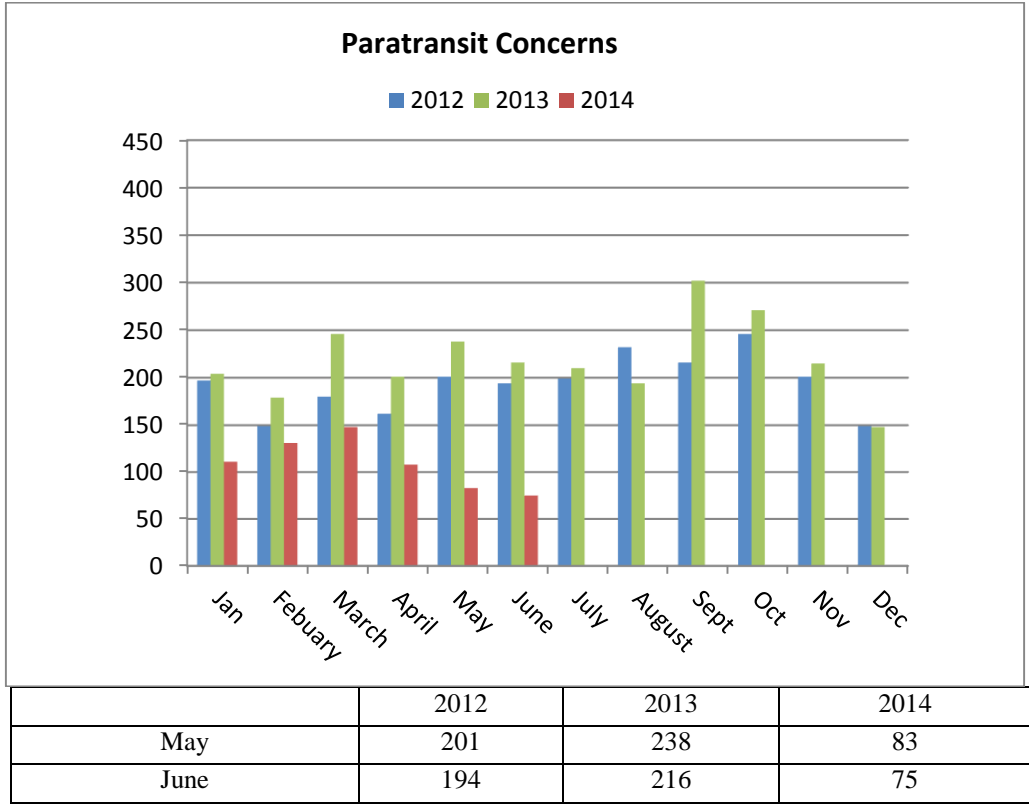
<b>SOCIAL MEDIA USAGE</b>	<b>MAY 2014</b>	<b>JUNE 2014</b>
Facebook Likes	1,981	2,038
Facebook – No. of People Reached	43,857	50,440
Twitter Followers	1,147	1,252

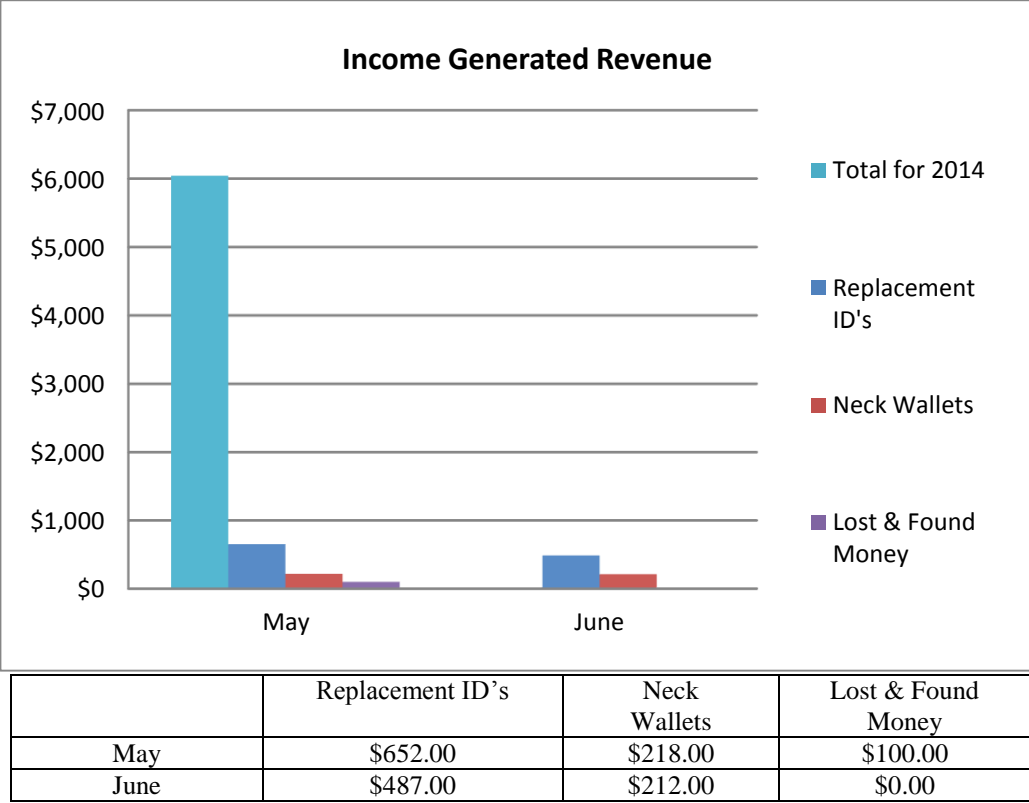
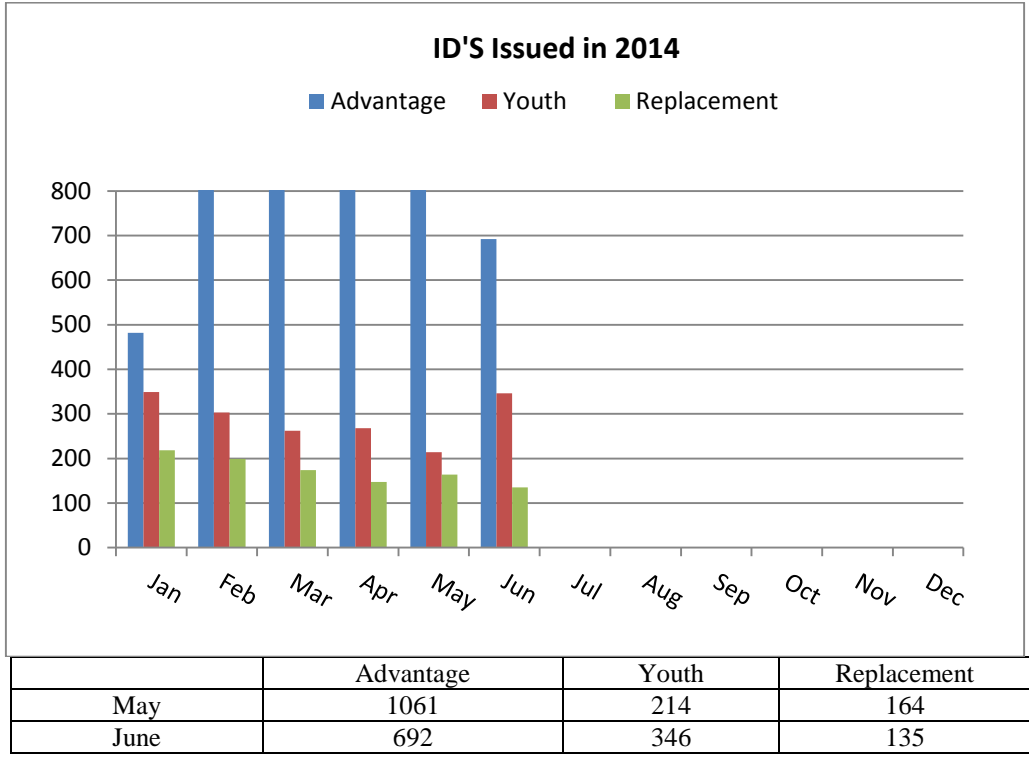
<b>WEBSITE USAGE</b>	<b>MAY 2014</b>	<b>JUNE 2014</b>
Total Page Views	356,804	307,431
Total User Visits	64,651	53,948

## Customer Service









**Monthly Report G: Government Relations Report**

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVT AFFAIRS OFFICER  
Brenda HERNANDEZ  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Government Relations Report

**Date:** 7/24/2014

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**Congress and the Highway Trust Fund Crisis**

On June 26, the Senate Finance Committee held a meeting to discuss a draft plan to bail out the Highway Trust Fund through the end of December. They had planned to markup a draft bill offered by Chairman Wyden (D-OR), but instead agreed to postpone a vote on the bill and will resume consideration after the July 4th recess.

In the meantime, Chairman Wyden and Ranking Member Orrin Hatch (R-UT) plan to work with their counterparts on the House Ways & Means Committee to identify offsets to pay for the bill that both sides can support. At this point, Republicans have proposed spending cuts to pay for the bill, while Democrats are looking for revenue raisers, such increased taxes and fees.

In preparation for the shortfall, the U.S. Department of Transportation (USDOT) sent letters to state transportation departments and transit agencies on July 1, outlining steps the USDOT will soon be forced to take to manage the impending insolvency of the Highway Trust Fund. In both letters, Secretary Foxx outlined the Department's proposed plan while emphasizing the need for Congress to act in order to avoid such a shortfall.

With the Highway Trust Fund expected to reach a shortfall in the next few weeks, the USDOT will be required to implement "cash management procedures" for highways at that time. They are also expected to put in place a similar cash management plan in October when the Trust Fund's Mass Transit Account is expected to reach its shortfall.

Ordinarily, States sign contracts with construction companies, then send the bills to the federal government for reimbursement. According to Secretary Foxx, that method would be put on hold until the Trust Fund is replenished. The Department will stop reimbursing states for each bill coming in and instead implement a new process of cash management.

Starting in August, the USDOT will limit its reimbursements to States to the available cash in the Trust Fund, and new revenues will be added every two weeks as money from the gas tax flows into the Fund.

A similar process will be implemented for Federal Transit Administration (FTA) funds in the fall, when the transit account of the Highway Trust Fund is expected to become insolvent. According to the USDOT, this approach is intended to allow state departments of transportation to direct available cash to what they determine to be the highest transportation priorities and choose which projects receive reimbursement.

The insolvency of the Highway Trust Fund has been an ongoing issue. Given the short time before the August recess, Congress is working on a short-term fix rather than trying to solve the more difficult problem of a long-term solution. If Congress is unable to reach an agreement on a bailout, the USDOT will begin implementing its "cash management procedures" on August 1, 2014.

### **MAP-21 Reauthorization**

Recent estimates indicate the highway account of the Highway Trust Fund runs out of money as early as mid-August, prior to the September 30 expiration of MAP-21.

Congress must act on some sort of funding fix before they adjourn August 1 (for five-weeks) or State reimbursements could be substantially delayed. That is less than six weeks to create and pass a plan. With that limited amount of time, only a short-term fix is currently being contemplated. A longer-term solution, such as a gas tax increase, moving to a sales tax, repatriation of overseas corporate profits, a per barrel oil fee, etc., will have to wait until after the November elections, possibly in a post-election Lame Duck session or not until next year.

The current House Republican leadership plan is to use 10 years-worth of savings from reducing Saturday mail service to provide approximately six months of revenue into the Trust Fund. The plan is to bring this proposal directly to the House floor before the end of June. Despite the fact that "beggars can't be choosy", the transportation industry and many others are in an uproar over this very controversial proposal. Previous efforts to cut back Saturday mail service have failed and using such savings to pay for anything other than bailing out the postal service, is "a gimmick, not a pay for", according to US DOT Secretary Anthony Foxx.

Earlier, the Senate, Environment & Public Works Committee passed the highway portion of a MAP-21 reauthorization bill ( S. 2322), but the bill, which funds highway programs at current levels plus a bump up for inflation for six-years, does not include a funding provision. The Banking Committee, has jurisdiction over funding transit programs, and the Commerce Committee, which has jurisdiction over highway safety, rail and freight programs, has yet to schedule any action on their portions of the bill.

And more importantly, the Senate Finance Committee has not determined how to proceed, other than to say that they will first focus on a short-term patch in the range of \$10B, which they hope to pass before the July 4 recess.

**FY'15 Appropriations**

Congress has moved more quickly to debate and pass many of the FY'15 federal agency funding bills. This is primarily due to last year's budget agreement which set overall spending levels for two years – FY'14 and FY'15. Despite the progress made to date, it is unclear how many of the appropriations bills will pass as stand-alone bills or rather as an omnibus bill before the October 1 start of the new fiscal year.

The THUD (US DOT and HUD) funding bill is off to a good start and has been passed by the full House and the Senate Appropriations Committee.

But, the House bill cuts a number of popular programs including funding for Amtrak, transit Capital Improvement Grants (New Starts/Small Starts/Core Capacity) and TIGER Discretionary Grants (as well as restricting the uses of TIGER grants to highway and freight projects only).

The Senate bill restored or increased funding for the programs, listed above as well as the Airport Improvement Program.

Both bills provide the Administration's recommended level of funding for all projects with existing Full Funding Grant Agreements. Final decisions on which additional Capital Improvement Grant projects are funded will be made when the House and Senate reconcile their bills in conference.

The Administration's FY'15 budget request includes significant new funding for most programs because it assumes passage of the Administration's surface transportation reauthorization proposal, the GROW AMERICA Act. The GROW AMERICA Act proposes to raise, in addition to the existing gas tax revenue, approximately \$37.5B per year for four years, totaling \$150B, through various forms of corporate tax reform.

**If** approved by Congress, that amount would be enough to fill the funding gap in the Trust Fund and support over four years in new funding.

<b>Program</b>	<b>FY'14 Current Funding</b>	<b>FY'15 US DOT Request</b>	<b>FY'15 Full House – Passed 229 to 192</b>	<b>FY'15 Senate Full Comte</b>
Core Highway Program – Obligation Limit	\$40.25B	\$47.32B	\$40.25B	\$40.25B
Transit Formula – including Bus and Bus Facilities	\$8.6B	\$13.91B	\$8.6B	\$8.6B



# LYNX Board Agenda

Transit Improvement (New Starts/Core Capacity) Capital Grants (Starts/Small Capacity)	\$1.94B plus unused prior year funding = \$2.13B total	\$2.5B	\$1.69B	\$2.16B
Airport Improvement (AIP) Grants	\$3.35B	\$2.90BB	\$3.35B	\$3.48B
TIGER Discretionary Grants	\$600M	\$1.25B	\$100M	\$550M
Amtrak Total	\$1.39B	\$2.45B	\$1.19B	\$1.39B
High Speed Rail	\$0	\$0	\$0	\$0

## **TIGER II Grant:**

During June, LYNX and the City of Orlando worked to resolve ongoing issues with the TIGER II grant for the Parramore BRT. A conference call with Mayor Dyer, John Lewis and the Department of Transportation Secretary, Anthony Foxx was to occur to discuss the allowable project costs. However, before the call was initiated, LYNX, was informed that the Office of the Assistant Secretary for Governmental Affairs (DOT) agreed to the position Mr. Lewis outlined in his letter sent to the FTA and DOT Secretary' office. The TIGER II grant is now back on track following the outreach made to the Department's Governmental Affairs office.

## **U.S. Department of Transportation Ladders of Opportunity Initiative:**

In June, the U.S. Department of Transportation announced the availability of approximately \$100 million in grant funds through the Federal Transit Administration's new Ladders of Opportunity Initiative. The funds may be used to modernize and expand transit bus service specifically for the purpose of connecting disadvantaged and low-income individuals, veterans, seniors, youths, and others with local workforce training, employment centers, health care, and other vital services.

The grants funds can be used to purchase, replace, or rehabilitate transit buses and vans as well as to modernize or construct bus facilities (such as maintenance depots and intermodal facilities) in urban, suburban, and rural communities. There is an 80 percent federal/20 percent local match requirement for the grant.

The deadline to apply for the grant is August 4, 2014.

**Monthly Report H: Business Development Report**

**To:** LYNX Board of Directors

**From:** **Kathy Clary**  
BUSINESS DEVELOPMENT OFFICER  
**Brenda HERNANDEZ**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6180

**Item Name:** Business Development Report

**Date:** 7/24/2014

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**Outreach Events**

- May 2014 - Swan and Dolphin Resort, 65 participants
- June 2014 – Society of Human Resource Mangers Annual Conference, 10,000+ participants
- June 2014 – CHEP (SunRail connectivity meeting), 15 participants
- June 2014 – Catamaran (SunRail connectivity meeting), 4 participants

**Advertising Sales**

ADVERTISING SALES	MAY 2014	JUNE 2014
Advertising Sales Revenue	\$ 125,763	\$ 105,624
Net Revenue to LYNX Fiscal Year to Date	\$1,078,783	\$1,184,407

**Commuter Services**

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	MAY 2014	JUNE 2014*
Vanpool Participants	495	505
Total Revenue Miles YTD	1,123,310	1,251,560
New Vanpools	3	3
Returned Vanpools	2	0
Current Vans in Service	120	124
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (3)	TSA (3)

# LYNX Board Agenda

	DEPARTMENT OF DEFENSE (3)	DEPARTMENT OF DEFENSE (3)
	VETERANS AFFAIRS (7)	VETERANS AFFAIRS (6)
	LOCKHEED MARTIN(2)	LOCKHEED MARTIN(2)
	COLEMAN PRISON(3)	COLEMAN PRISON(2)
	DISNEY(20)	DISNEY(20)
	DARDEN(1)	DARDEN(1)
	SEAWORLD(4)	SEAWORLD(4)
	FLAGLER DEV(3)	FLAGLER DEV(3)
	FLORIDA HOSPITAL (2)	FLORIDA HOSPITAL (2)
Phone Inquiries	73	67

\*Estimated numbers

**Monthly Report I: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** **John Lewis**  
 CHIEF EXECUTIVE OFFICER  
**Deborah Morrow**  
 (Technical Contact)  
**Blanche Sherman**  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - July 2014

**Date:** 7/24/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Atlanta, GA	To attend the Annual Meeting of the Conference of Minority Transportation Officials (COMTO) as a Board member	07/12/2014-07/25/2014	1,737	1,737
Laura Minns Engineering & Construction	Seattle, WA	To attend Leadership APTA Class of 2014	07/21/2014-07/27/2014	2,354	2,354
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>4,950</b>	<b>4,950</b>

**Monthly Report J: Employee Travel Report**

**To:** LYNX Board of Directors

**From:** **John Lewis**  
CHIEF EXECUTIVE OFFICER  
**Deborah Morrow**  
(Technical Contact)  
**Blanche Sherman**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel - June 2014

**Date:** 7/24/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Blanche Sherman Finance	Tampa, FL	To attend the FICPA Not-for-Profit Conference	05/25/2014-05/30/2014	895	895
Bill Hearndon Operations	Tampa, FL	To attend the 2014 FPTA/FDOT/CUTR Professional Development Workshop and Transit Safety Summit	06/02/2014-06/04/2014	470	470
Stephen Berry Operations	Tampa, FL	To attend the 2014 FPTA/FDOT/CUTR Professional Development Workshop and Transit Safety Summit	06/02/2014-06/04/2014	153	153
Maria Colon Human Resources	Tampa, FL	To attend certificate ceremony for Matt Bartlett and Kirk Niccum	06/03/2014	0	0
George Covington Planning	Deltona, FL	To attend GIS skills training class	06/06/2014-06/06/2014	125	125
Radu Solomon Operations	Hayward, CA	To attend pre-production meeting at Gillig Plant for purchase of 20 new buses	06/10/2014-06/13/2014	1,281	0
David Rodriguez Operations	Hayward, CA	To attend pre-production meeting at Gillig Plant for purchase of 20 new buses	06/10/2014-06/16/2014	2,183	0
Shaun Reid Operations	Hayward, CA	To attend pre-production meeting at Gillig Plant for purchase of 20 new buses	06/10/2014-06/13/2014	1,312	0

# LYNX Board Agenda

<b>EMPLOYEE / DEPARTMENT</b>	<b>DESTINATION</b>	<b>PURPOSE</b>	<b>DEPARTURE AND RETURN DATES</b>	<b>TOTAL ESTIMATED AGENCY COST</b>	<b>AGENCY COST</b>
Rodney Walls Risk Management	St. Petersburg, FL	To attend Advanced Problems in Bus Collision Investigation (FTA00435) at CUTR	06/22/2014-06/27/2014	732	732
John Lewis Executive	Washington, DC	To attend TCRP Oversight and Project Selection (TOPS) Committee meeting as member	06/27/2014-06/29/2014	0	0
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>7,151</b>	<b>2,375</b>