




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

1. Call to Order

2. Approval of Minutes

-  Minutes from the September 25, 2014 Board of Directors' Meeting

Pg 4

3. Recognition

- Service Awards 20 Years: Remond Harris, Bus Operator; Jeffrey Visco, Bus Operator; Raymond Miele, Bus Operator; Brian Ruppert, Maintenance Training & Development Instructor; Raul Adams, Transportation Supervisor

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. Executive Session

7. Consent Agenda






A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for the Procurement of Ten (10) 60-ft Low Floor, BRT, Articulated, Heavy Duty, CNG Transit Buses Pg 10






B. Extension of Contracts

- i.  Authorization to Exercise the First Option Year of Contract #12-C08 with Direct Media for Advertising Sales Pg 12
- ii.  Authorization to Exercise the Second Option Year of Contract #11-C12 with AECOM Technical Services for Architecture and Engineering Services for Facilities Projects Pg 13









C. Miscellaneous

- i.  Authorization for Chief Executive Officer to Sign on Behalf of LYNX the Amendment to the Interlocal Agreement for Creation of the Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO Pg 15
-Attachments 
- ii.  Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for the Innovative Workforce Development Program Ladders of Opportunity Initiative Pg 21
- iii.  Authorization to Transfer Nine Retired Buses to the Gainesville Regional Transit System Pg 23
- iv.  Authorization to Issue a Purchase Order in the Amount of \$179,872 to Tribridge for LYNX' Fare Collection Program Continued Support and Implementation Planning Pg 25

Assistance









- v.  Authorization to Purchase Twenty-five (25) CNG or Diesel Replacement Buses under LYNX Contract #14-C09 with Gillig, LLC Pg 27
- vi.  Authorization to Submit FY2015 Service Development Grant Proposal to the Florida Department of Transportation (FDOT) for New Maitland NeighborLink Service Pg 29
- Attachments 
- vii.  Authorization to Submit Grant Applications to Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program Pg 33
- Attachments 


8. Action Agenda

- A.  Authorization to Finalize Negotiations with the Proposer, NoPetro, of the Compressed Natural Gas (CNG) Unsolicited Proposal Pg 38
- Attachments   
- B.  Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2014 through September 30, 2017 Pg 51
- Attachments 
- C.  Authorization to Implement the December 14, 2014 Proposed Service Changes Pg 71
- D.  Approval of the Board of Directors' 2015 Meeting Dates Pg 74


9. Other Business

10. Monthly Reports

- A.  Monthly Financial Reports - Preliminary September 30, 2014 Pg 75
- Attachments 
- B.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 82
- C.  Ridership Report - September 2014 (Final) Pg 83
- D.  Planning & Development Report Pg 91
- E.  Communications Report Pg 94
- F.  Government Relations Report Pg 103
- G.  Business Development Report Pg 105

H.  Monthly Employee Travel - November 2014

Pg 107

I.  Monthly Employee Travel - October 2014

Pg 108

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787 (TDD).

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: September 25, 2014

TIME: 1:05 p.m.

Members in Attendance:

City of Orlando, Mayor Buddy Dyer, Chairman
Orange County, Mayor Teresa Jacobs, Secretary
Osceola County Commissioner, Frank Attkisson, Vice Chairman
Seminole County Commissioner, Carlton Henley
FDOT District 5 Secretary, Noranne Downs

Members Absent:

1. Call to Order and Pledge of Allegiance

The Chairman, Mayor Buddy Dyer, called the meeting to order at 1:05 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 July 24, 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:

Teule "Ted" Chisolm, Bus Operator
Debbie Toler, Human Resource Analyst

4. Public Comments

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

Richard Mendola addressed the Board with concerns regarding the new bus maps being difficult to read by the intellectually disabled. Additionally, Mr. Mendola requested NeighborLink on Varnell Road, Altamonte Springs, and for LINK 434 to run on Sunday and Holidays.

The Chairman asked staff when the bus maps were changed.

John Lewis, LYNX' CEO, responded the individual bus maps were changed to provide more information.

The Chairman asked if staff would talk with Mr. Mendola to discuss and better understand the concerns relating to the schedules.

The Chairman recognized Mayor Jacobs.

Mayor Jacobs suggested LYNX seek the assistance of a funding partners' disabled advisory boards to assist when making changes like the maps and schedules which have a direct impact on customers.

5. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis provided that LYNX Operating Revenue continues to track higher than the Operating Budget.

Over the last several meetings, Mr. Lewis stated there have been discussions of the Medicaid reform on paratransit operations. The reforms are in the first full month of transition. AccessLYNX has seen a significant reduction in the overall trip volume compared to the same period last year. Through the end of July 2014, there was a decrease from 70,000 riders the previous month to just over 57,000. This trend will continue through September. Staff has been working closely with the paratransit provider, MV Transit, to ensure as ridership declines that efficiency does not.

Congress passed legislation to extend the authorization levels for MAP 21 which is the Transportation Bill. The Bill was set to expire the end of September but has been extended through May, 2015. This provides a temporary funding bridge for the highway and transit trusts funds which was said to be expected to go into deficit spending later this fall. A Continuing Resolution is still needed to keep funding at 2014 levels before the end of this month.

LYNX received a Grant Award under the Federal Transit Administration's Ladder of Opportunity program. LYNX received \$9.3 million which is almost 10% of the total national award levels. The Grant will allow for the design and construction the PineHills SuperStop. This SuperStop is much needed and will provide safe and efficient transfers to LYNX customers in the community. The Grant also provides funding for an additional eight articulated buses as demand for service continues to increase particularly along the priority corridors. LYNX received strong support from members of the Congressional delegation through their letters of support. Letters were provided from Senator Nelson, Congresswoman Brown, and Congressman Grayson.

You may notice that LYNX' website has undergone a minor change. This is somewhat in response to customer feedback that navigating the website was sometimes confusing. The new look has larger buttons with prominent information on the front page.

6. Consent Agenda

A. Invitation for Bid (IFB)

- i. Authorization to Issue an Invitation for Bid (IFB) for Leasing Ten (10) Compressed Natural Gas (CNG) Buses
- ii. Authorization to Issue an Invitation for Bid (IFB) and Award a Contract for the Construction of the Poinciana Transfer Center
- iii. Authorization to Issue an Invitation for Bid (IFB) for Pressure Washing and Steam Cleaning at LYNX Central Station and LYNX Transfer Centers
- iv. Authorization to Issue an Invitation for Bid (IFB) for Painting of Existing Bus Shelters

B. Award Contracts

- i. Authorization to Award Contract #15-C04 to First Transit, Inc. for Bus Line Inspection Services
- ii. Authorization to Award Contract #15-C02 to James River Solutions for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel
- iii. Authorization to Award Contract #15-C03 to James River Solutions for the Purchase of 87 Octane Unleaded Gasoline
- iv. Authorization to Award Contract #15-C01 to Glover Oil Company for the Purchase of B-99 Biodiesel Fuel

C. Extension of Contracts

- i. Authorization to Exercise the Second Year Option and Increase the Contract Amount of Contract #11-C18 with Diamond Investigations and Security, Inc. for Contracted Security Services

D. Miscellaneous

- i. Authorization to Increase the Amount of the First Year Option of Contract #11-C12 with AECOM Technical Services, Inc. for Non-Grant Funded Projects
- ii. Confirmation of Appointment of Andrea Ostrodka as Director of Planning and Development
- iii. Authorization to Auction Surplus Equipment & Obsolete Bus Parts
- iv. Authorization to Submit Fiscal Year 2014/2015 Application to the Florida Commission for the Transportation Disadvantaged for the Shirley Conroy Rural Area Capital Assistance Program Grant
- v. Authorization to Execute MetroPlan Orlando's FY2014/2015 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement
- vi. Authorization to Execute Renewal of Casualty Insurance Programs for FY 2014/2015
- vii. Authorization to Award a Task Order to AECOM under Contract #12-C25 for the Engineering and Design of the LYNX Orlando Trail Project

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.vii The Motion passed unanimously.

7. Action Agenda

A. Authorization to Amend LYNX' FY2014 Operating and Capital Budgets

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman noted that a detailed discussion was held at the Audit Committee.

The Chairman recognized Commissioner Henley, Chairman of the Audit Committee.

Commissioner Henley stated that the Audit Committee thoroughly discussed the request to amend the FY2014 Operating and Capital Budgets and recommended approval.

Motion was made and seconded to amend the FY2014 Operating and Capital Budgets. The Motion passed unanimously.

B. Authorization to Adopt Fiscal Year 2015 Operating and Capital Budgets

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman stated that staff is requesting the Board of Directors' authorization to adopt LYNX' FY2015 Operating and Capital Budgets. She noted that a detailed discussion was held at the Audit Committee.

The Chairman recognized Commissioner Henley, Chairman of the Audit Committee.

Commissioner Henley stated that the Audit Committee discussed the adoption of the FY2015 Operating and Capital Budgets and recommended approval

Motion was made and seconded to adopt Fiscal Year 2015 Operating and Capital Budgets. The Motion passed unanimously.

C. Authorization to Enter into the FY2015 Service Funding Agreements with the Regional Funding Partners

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman noted that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to enter into the FY2015 Service Funding Agreements with the Regional Funding Partners.

The Chairman recognized Commissioner Henley, Chairman of the Audit Committee.

Commissioner Henley stated that the Audit Committee discussed the FY2015 Service Funding Agreements and recommended approval.

Motion was made and seconded to enter into the FY2015 Service Funding Agreements with the Regional Funding Partners. The Motion passed unanimously.

D. Authorization to Amend the City of Kissimmee Lease Agreement and Exercise Five (5) Year Renewal Option for the Osceola Satellite Facility (OSF)

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman stated that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the lease agreement between LYNX and the City of Kissimmee for the fixed route bus operations at the City of Kissimmee public works facility known as the LYNX Osceola Satellite Facility (OSF) and to exercise the option to renew the lease for an additional term of five (5) years.

Motion was made and seconded to authorize the amendment of the City of Kissimmee Lease Agreement and Exercise Five (5) Year Renewal Option for the Osceola Satellite Facility (OSF). The Motion passed unanimously.

E. Authorization to Enter into a Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI)

The Chairman recognized Andrea Ostrodka, Interim Director of Planning and Development, to make the presentation.

Ms. Ostrodka stated that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) for the late evening and weekend bus service.

Motion was made and seconded to authorize entering into a Late Evening / Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI). The Motion passed unanimously.

F. Authorization to Approve the Amendment to Administrative Rule 2, Board Governance (ByLaws), Redesignating the Audit and Oversight Committee as the Oversight Committee, Establish the Finance and Audit Committee and Establish the Risk Management Committee

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

Mr. Christiansen stated that approval of the Amendment to Administrative Rule 2, would provide for the following:

- 1) Rename the Audit and Oversight Committee as the "Oversight Committee";
- 2) Establish the Finance and Audit Committee; and
- 3) Establish the Risk Management Committee.

He noted that the Amendment has been discussed in detail with the Audit Committee. Today, the Committee recommended its approval with one change to 2.12.2(G)(d) which currently reads:

If directed by the Governing Board or Oversight Committee, conduct ...

The revised would read as follows:

If directed by the Governing Board, conduct ...

Motion was made and seconded to approve the Amendment to Administrative Rule 2, Board Governance (ByLaws), redesignating the Audit and Oversight Committee as the Oversight Committee, establish the Finance and Audit Committee and establish the Risk Management Committee and revise Section 2.12.2(G)(d) as recommended by LYNX' General Counsel. The Motion passed unanimously.

8. Other Business

The Chairman announced that John Lewis has served as LYNX' Chief Executive Officer for our years. At this time, the Chief Executive Officer will undergo an annual review. The evaluation process that has been conducted in previous years will be repeated for this annual review. LYNX' General Counsel will send each Board member an evaluation form for their completion. Once the forms are returned, the results will be brought back to the Board of Directors.

9. Monthly Reports

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

Meeting adjourned at 1:29 p.m.

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for the Procurement of Ten (10) 60-ft Low Floor, BRT, Articulated, Heavy Duty, CNG Transit Buses

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for a negotiated bus procurement contract. The RFP will be for up to ten (10), 60' Low-floor, BRT, Articulated, Heavy Duty, Compressed Natural Gas (CNG) Transit Buses at a not-to-exceed amount of \$9,871,600. Also, staff is requesting Board of Directors' authorization to amend the FY2015 Adopted Capital Budget, accordingly.

BACKGROUND:

At its July 2014 Board meeting, LYNX Board of Directors authorized the submittal of an application to the Federal Transit Administration (FTA) for the purchase of 60' CNG transit buses. LYNX requested funding pursuant to the FTA's Innovative Public Transportation Workforce Development Program ("Ladders of Opportunity") to replace four (4) - 1998 diesel articulated buses and six (6) - 40' diesel buses with up to ten (10) - 60' CNG powered articulated buses. The transition to articulated buses will ease overcrowding and capacity issues impacting four (4) major corridor routes served by Link #8, Link #37, Link #50, and Link #107. The increased capacity will enhance operational efficiency by "providing more transportation choices" as outlined as the focus in connecting every American to the global economy under the Ladders of Opportunity program.

Increased bus route capacity affords vital connections to jobs and opportunities to improve quality of life. Inadequate transit capacity isolates low income and minority populations and contributes to isolation from jobs or job growth.

LYNX was recently awarded \$9,390,860 of federal funding through the “Ladders of Opportunity” Grant with the FTA to replace up to ten (10) diesel buses with CNG vehicles and for other improvements related to Pine Hills SuperStop, in the amount of \$8,390,000 and \$1,000,000 respectively.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX’ DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with Federal DBE regulations requiring an established annual overall percentage DBE participation goal approved by FTA. DBE requirements are monitored by the Federal Transit Administration (FTA).

FISCAL IMPACT:

LYNX staff included \$3,462,000 in the FY2015 Adopted Capital Budget for the replacement of four (4) 60’ articulated CNG buses. Upon authorization, LYNX staff will amend the FY2015 Adopted Capital Budget to include the additional funding in the amount of \$6,409,600 to support the purchase of up to ten (10), 60’ low-floor, BRT, articulated, heavy duty, Compressed Natural Gas (CNG) fueled transit buses at a not-to-exceed amount of \$9,871,600.

This procurement will be funded eighty five percent 85% federal (“Ladders of Opportunity” Grant) and fifteen percent (15%) local \$2 Capital in the amount of \$8,390,000 and \$1,481,600, respectively.

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6180

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #12-C08 with
Direct Media for Advertising Sales

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #12-C08 with Direct Media, Inc. for advertising sales services effective January 1, 2015.

BACKGROUND:

On January 1, 2012, LYNX entered into a three-year contract #12-C08 with Direct Media Incorporated, to provide advertising sales. Direct Media has surpassed the minimum annual revenue guarantee each year under the initial three-year term of the contract, which expires on December 31, 2014.

FISCAL IMPACT:

LYNX staff included \$1,875,000 in the FY2015 Adopted Operating Budget for advertising revenue. The FY2014 estimated revenue was \$1,736,558 for advertising.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Extension of Contracts
Authorization to Exercise the Second Option Year of Contract #11-C12 with AECOM Technical Services for Architecture and Engineering Services for Facilities Projects

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #11-C12 with AECOM Technical Services, Inc. for Architecture and Engineering Services (A&E) with a not-to-exceed in the amount of \$1,551,695.

BACKGROUND:

The current term of the first three years of the contract for A&E services expires January 26, 2015. The original contract was awarded at the January 27, 2011 Board of Directors meeting and the first option year for the period commencing January 2, 2014 through January 26, 2015 was exercised pursuant to Board authorization on December 4, 2013.

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

Fiscal Year 2015 budgeted items included MAP 21 Implementation Plan, required documentation and services for North and South Operating Bases, required documentation and

LYNX Board Agenda

services for LYMMO and US 192 BRT Expansions, continued project oversight and materials testing for the Parramore BRT LYMMO Expansion Project, assistance with design/build scopes of work, continued rehabilitation and maintenance of the Orange LYMMO Line infrastructure, Building Maintenance Plans, Pavement Study Review at LYNX Operations Center (LOC), LYNX Central Station (LCS) and Superstops, Roof Paving and Structural Engineering, LOC Facility Maintenance Issues, Remediation Issues at South Street and Associated Coordination, Security System Upgrades, Engineering and Design services for LYNX Orland Trail.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is a 6% participation goal on this project.

FISCAL IMPACT:

LYNX staff included \$1,214,000 in the FY2015 Adopted Operating Budget and \$337,695 in the FY2015 Adopted Capital Budget for architectural and engineering related services that could be completed under this contract.

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization for Chief Executive Officer to Sign on Behalf of LYNX the
Amendment to the Interlocal Agreement for Creation of the Orlando Urban
Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of and authorization for CEO to sign on behalf of LYNX the Amendment to the Inter-local Agreement for Creation of the Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO, a copy of which has been attached hereto.

BACKGROUND:

Pursuant to Federal and state statutory authorization, together with accompanying administrative rules, LYNX has been a voting member of the Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO since its inception in June, 2000.

Chapter 2014-171, Laws of Florida, enacted by the 2014 Legislature, amended Chapter 348, Part III of the Florida Statutes, to create the Central Florida Expressway Authority, which assumed all governance and control of the Orlando/Orange County Expressway Authority system.

That Legislative action necessitated the proposed amendment to the METROPLAN ORLANDO's existing Inter-local agreement, in order to add the Central Florida Expressway Authority as a voting member of METROPLAN ORLANDO, in place of the Orlando/Orange County Expressway Authority.

FISCAL IMPACT:

There is no fiscal impact for this request.

**AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE
ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION
D/B/A/ METROPLAN ORLANDO**

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Central Florida Expressway Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, Chapter 2014-171, Laws of Florida, enacted by the 2014 Legislature, amends Chapter 348, Part III of the Florida Statutes, to create and establish a body politic and corporate, an agency of the state, to be known as the Central Florida Expressway Authority (CFX), which shall assume all governance and control of the Orlando Orange County Expressway Authority system; and

WHEREAS, it is necessary to amend the Interlocal Agreement creating the Orlando Urban Area Metropolitan Planning Organization d/b/a Metroplan Orlando, in order to add the Central Florida Expressway Authority as a voting member, in place of the Orlando/Orange County Expressway Authority.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of nineteen (19) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County
Osceola County

6 Representatives
1 Representative

<i>Seminole County</i>	<i>2 Representatives</i>
<i>City of Altamonte Springs</i>	<i>1 Representative</i>
<i>City of Apopka</i>	<i>1 Representative</i>
<i>City of Kissimmee</i>	<i>1 Representative</i>
<i>City of Orlando</i>	<i>2 Representatives</i>
<i>City of Sanford</i>	<i>1 Representative</i>
<i>Central Florida Regional Transportation Authority</i>	<i>1 Representative</i>
<i>Greater Orlando Aviation Authority</i>	<i>1 Representative</i>
<i>Central Florida Expressway Authority</i>	<i>1 Representative</i>
<i>Sanford Airport Authority</i>	<i>1 Representative</i>

II. Article 7, Section 7.04 of the Interlocal Agreement, dated June 7, 2000, as amended, is amended to read as follows:

Add:	Chairperson Central Florida Expressway Authority “CFX” 4974 ORL Tower Road Orlando, FL 32807
Delete:	Chairman Orlando/Orange County Expressway Authority “OOCEA” 4974 ORL Tower Road Orlando, FL 32807

III. The Central Florida Expressway Authority shall have all the rights, duties, and obligations to which each voting member on the MPO is entitled to receive, including, but not limited to, such rights, duties, and obligations provided in the Interlocal Agreement effective June 7, 2000, as amended and Section 339.175, *Florida Statutes*.

IV. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

V. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

VI. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VII. Amendment execution, Use of counterpart signature pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VIII. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated _____, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

OSCEOLA COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SEMINOLE COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

CITY OF ALTAMONTE SPRINGS,
FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

CITY OF APOPKA, FLORIDA

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF KISSIMMEE, FLORIDA

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ORLANDO, FLORIDA

BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

CITY OF SANFORD, FLORIDA

BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE GREATER ORLANDO AVIATION AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SANFORD AIRPORT AUTHORITY

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____

ATTORNEY

DATE: _____

TITLE: _____

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)
STEPHEN BERRY
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit Grant Application to the Federal Transit
Administration (FTA) for the Innovative Workforce Development Program
Ladders of Opportunity Initiative

Date: 11/13/2014

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 the Innovative Workforce Development Program Ladders of Opportunity Initiative in the approximate amount of \$200,000 federal share. This amount is the minimum threshold for this FTA funding opportunity.

Staff will notify the LYNX Board of Directors and seek appropriate authorization prior to making any grant commitments for the project award. Upon appropriate authorization, LYNX staff is requesting to amend the FY2015 Adopted Operating Budget, accordingly, contingent upon securing the 50% in-kind match.

BACKGROUND:

On October 24, 2014, FTA posted a Notice of Funding Availability (NOFA) for the FTA Innovative Workforce Development Program Ladders of Opportunity Initiative. The FTA announced the availability of approximately \$9 million for the support of proposals that promote innovative nationally and regionally significant public transportation workforce development models and programs that invest in America's economic growth and help build ladders of opportunity into the middle class for American workers. This program was designed to assist in the development of innovative programs and activities in public transportation that address the human resource needs of public transportation operators, as well as build pathways to long-term careers in the public transportation industry. Proposals are due by December 23, 2014.

LYNX Board Agenda

For this funding opportunity, the FTA has established the following priorities:

- To build and maintain the nation's human capital in public transportation
- Projects that create a new nationally or regionally significant workforce development program, or augment or replicate a successful existing program that will have benefits for transit agencies or the transit industry
- Programs that target areas with high rates of unemployment
- Programs that ensure persons in local communities directly benefit from employment opportunities created by the construction and operation of new transit capital projects or other public transportation activities within their region
- Programs that provide career pathways that support the movement of targeted populations from initial or short-run employment opportunities to sustainable careers
- Programs that give priority to minorities, women, individuals with disabilities, veterans, low-income populations and other underserved populations
- Programs that address gaps in areas with current or projected workforce shortages in fields related to public transportation
- Pre-employment training/preparation/tracking
- Recruitment and hiring

To be eligible for funding under this NOFA, applicants must demonstrate that the proposed project is supported by the primary applicant in partnership with one or more external strategic partner(s) with a substantial interest and involvement in the project. An external partner entity could include, but is not limited to:

- Educational institutions, which include entities providing professional accreditation, degree, and/or certification programs, such as universities, community colleges, or trade schools, either non-profit or for-profit.
- Public workforce investment systems, such as local Workforce Investment Boards and their one stop systems.
- Labor organizations, such as labor unions and labor management organizations.
- Non-profit organizations that support the mission of transit and transportation workforce development.

LYNX staff is in the process of reviewing priority workforce development projects against grant requirements to determine eligibility for award and outline a strategy for the application process. Also, staff will exercise due diligence to identify its priority human resource challenges that align with the FTA priorities as stated. Projects will be operating in nature and will require a 50% local cash and/or in-kind match (as applicable).

FISCAL IMPACT:

Upon approval and award, LYNX staff will incorporate the related projects in the FY2015 Adopted Operating Budget. The local match of 50% will be funded with 100% in-kind services.

Consent Agenda Item #7.C. iii

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 Transfer Nine Retired Buses to the Gainesville Regional Transit System

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer nine (9) retired revenue vehicles and components to the Gainesville Regional Transit System (GRTS).

BACKGROUND:

LYNX maintenance staff has identified nine (9) diesel revenue vehicles for retirement. The Gainesville Regional Transit System has expressed an interest in receiving nine (9) of the LYNX retired vehicles to their agency.

Staff is recommending the removal of the nine (9) buses that were scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements. The decision to remove these units from service is a business decision based on economics and service efficiencies.

The transfer of the nine (9) diesel buses will require FTA approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components which is currently valued at \$0. LYNX staff will continue to work with GRTS and/ or with other agencies to facilitate the transfer of the revenue vehicles.

Vehicle Listing

System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
6928	502	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
6940	504	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
6958	507	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
6970	509	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
6982	512	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
7012	517	8/21/2002	RV	PHANTOM- C27D096N4 Gillig Bus	9	\$222,871.22	\$0.00	\$0.00
8306	520	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8537	533	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8599	538	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
6929	502A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
12826	502BB	9/30/2008	RV	VOITH D864 TRANSMISSION	4	\$9,600.00	\$0.00	\$0.00
6941	504A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
6959	507A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
6960	507B	8/21/2002	RV	TRANSMISSION-VOITH, D864-3	5	\$14,740.00	\$0.00	\$0.00
6971	509A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
12032	509BB	9/30/2007	RV	TRANSMISSION, VOITH GEARBOX REBUILT D864.3	4	\$6,800.00	\$0.00	\$0.00
6983	512A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
12063	512BBB	9/30/2007	RV	Tranmission	4	\$13,240.86	\$0.00	\$0.00
7008	516B	8/21/2002	RV	TRANSMISSION-VOITH, D864-3	5	\$14,740.00	\$0.00	\$0.00
7013	517A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616.00	\$0.00	\$0.00
13076	519BB	12/10/2008	RV	VOITH D864-SSP TRANSMISSION	5	\$9,900.00	\$0.00	\$0.00
8307	520A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8308	520B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8541	533A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8545	533B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8623	538A	12/6/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8643	538B	12/6/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
				Totals		\$2,419,255.18	\$0.00	\$0.00

FISCAL IMPACT:

The net book value of the nine (9) diesel vehicles and components is \$0. The potential FTA obligation is \$0.

Consent Agenda Item #7.C. iv

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 Issue a Purchase Order in the Amount of \$179,872 to
Tribridge for LYNX' Fare Collection Program Continued Support and
Implementation Planning Assistance

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$179,872 to Tribridge for continued support and implementation planning assistance for LYNX' Fare Collection Program (FCP).

BACKGROUND:

LYNX has a Fare Collection Program initiative underway in conjunction with the Florida Department of Transportation's (FDOT's) SunRail commuter rail service and VOTRAN's Bus Service as a regional partnership and integrated service delivery initiative. This is a key program that is critically important in order to provide an integrated fare collection system to the riding public as well as upgrade and automate the existing fare collection equipment in order to provide for a superior customer experience.

A fully integrated and automated fare collection system is very complex and has the potential to experience numerous challenges that have historically hindered successful, timely and on-budget deployment for numerous transit systems in the U.S. Thus, it becomes important to enlist the services of a qualified consultant experienced in automated fare collection technologies and processes implementation to provide program management, implementation management and oversight support to the program.

LYNX, through a contract competitively let by the State of Florida, has selected Tribridge Holdings, LLC to provide the services of their Florida Certified DBE partner nMomentum, who is uniquely qualified to service the needs of this project. In addition to technical staff augmentation services, some of the additional services to be provided include:

LYNX Board Agenda

1. Provide project management for the AFCS program for Phase 1 and Phase 2 activities.
2. Manage ACS as the AFCS vendor from a technical and system design perspective on behalf of LYNX.
3. Review and provide advice on LYNX's Fare Collection Program and strategy for integration with the SunRail and VOTRAN commuter Fare Collection Program.
4. Participate in and manage all preliminary and final design review sessions with ACS and other vendors as needed
5. Manage Project Plan and implementation activities related to the Phase 1 and Phase 2 of the AFCS program through May 31st, 2015.
6. Analyze program needs and serve as an advisor to LYNX leadership for Automated Fare Collection related activities.
7. Assist as needed with regional clearing house and revenue sharing activities and strategy.
8. Assist with Fare Policy discussions and configuration planning.
9. Manage pre-deployment project issues and post-development punch-list items; provide rollout prioritization of issues and punch-list items.
10. Assist LYNX with final sign-off and acceptance of the AFCS system in production.

FISCAL IMPACT:

LYNX staff included funding in the amount of \$1,942,356 in the FY2015 Adopted Capital Budget for the purchase of Fare Collections Equipment, including Ticket Vending Machines. The uncommitted funding available for fare collection equipment is \$790,900 that can be used to support this assistance.

Consent Agenda Item #7.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Purchase Twenty-five (25) CNG or Diesel Replacement
Buses under LYNX Contract #14-C09 with Gillig, LLC

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to twenty-five (25) replacement Compressed Natural Gas (CNG) or diesel transit buses at a not-to-exceed amount of \$13,620,650 for CNG buses or \$11,926,275 for diesel buses, if deemed necessary. These replacement buses would be purchased pursuant to Gillig, LLC Contract #14-C09.

BACKGROUND:

LYNX has an active fleet of two hundred ninety-nine (299) buses. This bus replacement is part of LYNX Transit Development Plan (TDP). Upon arrival of the replacement buses, LYNX will retire a like amount of buses in accordance with Federal Transit Administration (FTA) guidelines.

At the December 2013 Board meeting, LYNX awarded a five (5) year supplier contract for heavy-duty buses for the State of Florida Consortium to Gillig, LLC effective December 12, 2013. Participating agencies in the State of Florida Consortium must pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As lead agency, LYNX is exempt from paying the transaction fee.

The requested buses are part of the replacement bus program. The cost breakdown is as follows:

Qty	Item	Diesel Unit Cost	Diesel Extended Amount	CNG Unit Cost	CNG Extended Amount
25	Gillig 40' Diesel or CNG BRT LF Buses	\$475,312	\$11,882,800	\$543,087	\$13,577,175
2	Pre-Production Meeting - Gillig	\$3,000	\$6,000	\$3,000	\$6,000
25	Vehicle Inspections at Plant - Gillig	\$299	\$7,475	\$299	\$7,475
1	Spare Parts and a Minimum of 80 Hours CNG Training	\$30,000	<u>\$30,000</u>	\$30,000	<u>\$30,000</u>
	TOTAL (final cost is determined following the pre-production meeting)		<u>\$11,926,275</u>		<u>\$13,620,650</u>

FISCAL IMPACT:

LYNX staff included \$14,110,000 in the FY2015 Adopted Capital Budget for the purchase of twenty-five (25) replacement CNG buses.

Consent Agenda Item #7.C. vi

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)
Timothy May
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit FY2015 Service Development Grant Proposal to the Florida Department of Transportation (FDOT) for New Maitland NeighborLink Service

Date: 11/13/2014

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 Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution 14-007 (attached hereto). This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute a Joint Participation Agreement (JPA) and Notice of Grant Award from FDOT in the amount of \$39,059 and to amend the FY2015 Adopted Operating Budget, accordingly.

BACKGROUND:

As part of providing adequate mobility options for SunRail passengers, FDOT has supported bus feeder service for Phase I of SunRail. Building upon those efforts, in partnership with Orange County, a new one-year NeighborLink "pilot service" is proposed to serve the Maitland SunRail station and the Maitland Center. The NeighborLink would operate during AM and PM peak SunRail service, with 60 minute headways. Under this new Service Development Grant opportunity, there will be no midday, evening or weekend service.

After approval, LYNX will submit a grant application to FDOT for \$39,059 through the Service Development Grant Program to support operational expenses associated with a new NeighborLink service that will operate in Maitland. This is a one-year pilot requiring no commitment of local funding partners beyond the scope as stated herein.

PROPOSED NEW EXPANSION:

The pilot NeighborLink is proposed to operate during peak travel times, serving the Maitland SunRail station and the Maitland Center. Service would operate with 60 minute headways, Monday – Friday, with no midday, evening or weekend service. The service would operate for one-year, from start of service; with the start estimated to be around December 15, 2014.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2015 Adopted Operating to include the anticipated 50% funding from FDOT in the amount of \$39,059 to support the one-year Maitland NeighborLink “pilot service”. The 50% local match in the amount \$39,059 has been committed by Orange County.

CFRTA RESOLUTION 14-007

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a LYNX): AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO SUBMIT A GRANT APPLICATION AND EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A MAITLAND NEIGHBORLINK SERVICE DEVELOPMENT GRANT PROJECT

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

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2015-24 which has been submitted to FDOT in August 2014 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program;

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the submission of service development grant application and execution of future Joint Participation Agreement with the Florida Department of Transportation.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the submission of a service development grant application to the Florida Department of Transportation for a Maitland NeighborLink service.
2. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Department of Transportation.
3. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for any awarded service development project(s) under this solicitation.
4. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.

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

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 14-007
APPROVING THE FILING OF THE A MAITLAND NEIGHBORLINK SERVICE
DEVELOPMENT GRANT PROJECT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION**

APPROVED AND ADOPTED this 13th day of November 2014, by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

Consent Agenda Item #7.C. vii

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit Grant Applications to Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution 14-008 attached hereto. This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute Joint Participation Agreements (JPA) and Notices of Grant Award for multi-year awards from FDOT originating from these programs.

LYNX intends to submit grant applications for Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) funding to FDOT for approximately \$500,000 in capital and \$500,000 in rural operating funds, for Section 5311 (Formula Grants for Rural Areas) approximately \$500,000 in operating funds, and for Section 5339 (Bus and Bus Facilities Capital Program) for approximately \$2,000,000 in the FY2015/16 FDOT funding cycle.

BACKGROUND:

On November 3, 2014, the Florida Department of Transportation conducted workshops to announce its funding solicitation and guidance for FTA's Section 5310-Enhanced Mobility of Seniors and Individuals with Disabilities Program, Section 5311-Formula Grants for Rural Areas

Program, and Section 5339-Bus and Bus Facilities Program under MAP-21. These solicitations are due for submission January 2015.

The funding programs are described as follows:

- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310)***: Provides formula funding to improve mobility for seniors and individuals with disabilities.

MAP-21 expanded the eligibility of the 49 U.S.C. 5310 program funds to be used for operating expenses, in addition to capital expenses, for transportation services addressing the needs of seniors and individuals with disabilities. Not less than 55 percent of the funds available for this program must be used for capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. Remaining funds may be used for operations, such as: public transportation projects that exceed the requirements of the ADA; public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit services; or develop alternatives to public transportation that assist seniors and individuals with disabilities.

The matching requirements for this program remain the same: capital assistance is provided on an 80 percent Federal share, 10% state share and 10% local share, with operating assistance requiring a 50 percent match.

LYNX intends to apply for both capital and operating projects, approximately \$500,000 for paratransit vehicles and approximately \$500,000 for operating projects. These operating projects are part of our continuing initiatives to address paratransit cost reductions with NeighborLink routes, travel training and customer outreach. At the time of board agenda item preparation, FDOT has not released its solicitation for projects. Thus, the available rural 49 U.S.C. 5310 funding and state priority will determine the final project amounts to be submitted.

- ***Formula Grants for Rural Areas Program (49 U.S.C. 5311)***. The Rural Areas program provides formula funding for the purpose of supporting public transportation in areas with a population of less than 50,000. Funding may be used for capital, operating, planning, job access and reverse commute projects, and administration expenses.

LYNX intends to apply for operating projects, approximately \$500,000 of 49 U.S.C. 5311 to maintain provision of services in the rural areas. 49 U.S.C. Section 5311 operating funds are 50% federal and 50% non-Department of Transportation match.

- ***Bus and Bus Facilities (49 U.S.C. 5339)***. The Bus and Bus Facilities Program provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities for services in the rural areas.

LYNX intends to apply for capital projects, approximately \$2,000,000 under the 49 U.S.C. 5339 for buses and paratransit vehicles with the necessary technologies and equipment. These capital

purchases will support the provision of both fixed-route and paratransit services that operate either entirely or predominately in rural areas. This will be FDOT's first funding opportunity under the 49 U.S.C. 5339 program, therefore no prior history exists regarding state priorities or available funding levels. 49 U.S.C. Section 5339 capital funds are 80% federal and 20% non-federal share (FDOT will provide the required 20% match).

FISCAL IMPACT:

LYNX staff will include the Section 5310, 5311, and 5339 project awards in future operating and capital budgets as appropriate.

CFRTA RESOLUTION 14-008

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FY2015/2016 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM, FY 2015/2016 SECTION 5339 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY2015/2016 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2015-24 which has been submitted to FDOT in August 2014 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program, and the projects identified in the TDP are consistent with METROPLAN Orlando's Year 2040 Long Range Plan and Five Year Transportation Improvement Program (TIP).

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the signing and submission of the LYNX grant applications and supporting documents and assurances to the Florida Department of Transportation.

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participations Agreements and any supplements thereof, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act, as amended.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD has the authority to authorize the execution of Joint Participation Agreements to be issued by FDOT in FY2016.
3. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Department of Transportation.
4. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer (CEO), or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for

operating assistance for rural transportation services (5311), capital assistance for rural bus and bus facilities (5339), and transportation services for elderly person and persons with disabilities program funds (5310).

5. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.

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

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 14-008 APPROVING THE SUBMITTAL OF GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FY2015/2016 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM, FY 2015/2016 SECTION 5339 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY2015/2016 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

APPROVED AND ADOPTED this 13th day of November 2014, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Action Agenda Item #8.A

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 Finalize Negotiations with the Proposer, NoPetro, of the Compressed Natural Gas (CNG) Unsolicited Proposal

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to finalize negotiations with the Proposer (or its affiliate), NoPetro, of the Compressed Natural Gas (CNG) Unsolicited Proposal, relating to the fueling agreement (the "**Fuel Purchase Agreement**") to provide CNG Fuel for LYNX buses, and to undertake a construction contract (the "**Construction Contract**") for the undertaking of renovations to the LYNX operating facility on John Young Parkway to allow for servicing of CNG buses; and upon conclusion, to enter into and execute both Agreements on behalf of LYNX.

BACKGROUND:

Over the past year, LYNX' staff actively explored the opportunity to convert the LYNX fleet to utilize compressed natural gas (CNG) by engaging in a public private partnership with NoPetro.

NoPetro' proposal dated September 13, 2013 was diligently reviewed by LYNX staff and determined to be valid and essential to the Authority. The comprehensive review of the proposal included ongoing financial and operational evaluations by LYNX staff and the project financial advisor, Margaret Lezcano, Managing Director of Stifel, Nicolaus & Company, Incorporated (Stifel). Also, LYNX funding partners were apprised and involved in the development of this effort through regular updates to LYNX' Oversight Committee.

NoPetro is proposing to provide the following services for LYNX:

- 1) Under the Fuel Purchase Agreement, to, among other matters,:
 - a. Design, finance, build, operate and maintain a fast-fill CNG fueling station adjacent to the LYNX facility on John Young Parkway;

- b. Train LYNX' employees on CNG fueling and CNG bus maintenance procedures; and
 - c. Provide LYNX with royalty payments on all third party sales made at the station.
- 2) Under the Construction Agreement to undertake the necessary improvements to LYNX's John Young facility in order to make LYNX' maintenance facility CNG compliant.

As one of the leading transit agencies in the State of Florida, LYNX' operations have a significant impact on the daily lives of many Floridians. Based on the dramatic economic and environmental benefits inherent in the transition from diesel to less expensive, clean, and domestic CNG fuel, LYNX has the opportunity to significantly reduce its annual budgetary fuel outlay over the next fifteen (15) to twenty (20) years.

The time is ideal for LYNX to transition its bus fleet to CNG. Transit agencies across America are aggressively transitioning their transit bus fleets to capture low CNG fuel prices. The abundant and domestic supply of CNG has resulted in the price of CNG consistently being substantially lower than diesel by approximately \$1.50 per diesel gallon equivalent ("DGE"). CNG is cleaner than diesel, reducing the carbon pollution by thirty-three percent (33%). Because CNG is domestic, price stability is enhanced along with national security and the U.S. economy. Also, CNG buses are now well proven technologically and commercially, offering the same operating performance as their diesel counterparts, but at lower lifetime costs with added environmental benefits.

The biggest economic and operating impediment preventing LYNX from immediately reaping the benefits of CNG is the lack of fueling infrastructure. The comprehensive approach of NoPetro' proposal to design, finance, and build the CNG fueling station and perform the necessary improvement to LYNX' maintenance facility eliminates any upfront capital contribution by LYNX, and expedites the project's implementation, while minimizing LYNX's risk.

Based on the financial evaluation of the proposal performed by Stifel, LYNX should experience positive cash flows in year three (3) of the Fueling Contract. As a result of the favorable comprehensive review, LYNX staff and the project financial advisor recommended that LYNX begin negotiations with the Proposer. On May 22, 2014, LYNX Board of Directors authorized LYNX' Chief Executive Officer (CEO) or designee to begin negotiations with NoPetro for the Compressed Natural Gas (CNG) Unsolicited Proposal to be brought before the Board of Directors for final recommendations and approval.

LYNX staff and Margaret Lezcano, Managing Director of Stifel, will be presenting a detailed overview of the final negotiations with NoPetro at the November 13, 2014 Oversight Committee meeting. The negotiations of NoPetro' proposal has resulted in two separate agreements- the Fuel Purchase Agreement and the Construction Contract. The following is a summary of the key business matters that LYNX has negotiated thus far with very minor issues pending:

CNG PROJECT: FINAL FUEL PURCHASE CONTRACT

Business Matter	Original Proposal	Final Agreement
CNG Bus Purchases / Leases	At least 50% of all new buses must be CNG for a period of 20 years	100% of new buses must be CNG for a period of 5 years
Take or Pay Commitment for CNG	A minimum purchase on a take or pay basis of 500,000 DGE's per year for 15 years	No change
Length of Contract	20 years with no obligation to purchase CNG past 15 years, but if LYNX chooses to use CNG, it must purchase from Nopetro	Agreement can be revisited after five years if consuming CNG has material adverse effect on LYNX
Applicable Government Grants / Rebates	100% benefit to Nopetro	Benefit divided 50%/50% between Nopetro and LYNX
Royalty Payments from 3rd Party Sales	\$0.08 per DGE	\$0.08 per DGE with annual CPI increase
Liquidated Damages	Not addressed	Hourly penalty imposed for delays in meeting fueling schedule
Audits	Not addressed	Annual, quarterly, reporting, true-up provisions

CNG PROJECT: FINAL FUEL PURCHASE CONTRACT

Business Matter	Original Proposal	Final Agreement
Components of CNG Cost per DGE	<ul style="list-style-type: none"> • Cost of natural gas • Taxes and delivery costs • Compression Fee 	<ul style="list-style-type: none"> • Cost of natural gas • Taxes and delivery costs • Compression Fee • Adder for maintenance facility modifications • Adder for staffing, fueling and fluids on premises
"Favored Nation" Clause	Not addressed	Included
Covered LYNX Vehicles	Any LYNX CNG bus to be fueled at station	Only LYNX CNG buses scheduled for service from John Young Parkway Bus Depot must use station
Dispensing Fluids at Station	Not addressed	Nopetro will provide service

In regard to the purchase of CNG fuel, LYNX intends to negotiate and enter into a form of Fuel Purchase Agreement. Attached hereto is a Term Sheet which has been prepared by the attorneys for LYNX summarizing the more material terms of the Fuel Purchase Agreement.

In regard to the construction of the modifications to the LYNX maintenance facility, LYNX intends to enter into the standard AIA construction contract, utilizing the cost plus fixed fee approach with a guaranteed maximum price. In regard to this Construction Contract, attorneys for LYNX have also prepared a similar Term Sheet which is attached.

With respect to the authorization requested above for the negotiation by the CEO and the subsequent entering into and executing of the Fuel Purchase Agreement and the Construction Contract, to the extent there are any material changes from those set forth in the respective Term Sheet, staff will return and discuss with the Chairman of the LYNX Board for final approval of any such material changes.

FISCAL IMPACT:

LYNX staff will include the appropriate amounts related to the anticipated fuel savings associated with this effort in future budgets.

TERM SHEET

CNG Vehicle Fuel Purchase Agreement with Nopetro—Orlando, LLC

NOTE: The following sets forth the more substantial or material terms of the proposed Agreement between LYNX and Nopetro—Orlando, LLC ("**Nopetro**") regarding CNG fueling for LYNX buses.

Seller of CNG Fuel: Nopetro—Orlando, LLC, a newly formed Florida limited liability company. Nopetro is a subsidiary of Nopetro—CH4 Holdings, LLC, a Florida limited liability company (the "**Parent**").

Term of Agreement: Twenty (20) years.

Substance of Agreement: Under the Agreement, Nopetro will purchase land adjacent to the LYNX Facility on John Young Parkway and construct a CNG fueling facility. The facility will basically have two separate "gas stations". One will consist of four (4) separate fueling lanes dedicated for LYNX buses only and the other will contain other fueling lanes which can be used for other purchases of CNG fuel but will be made available to LYNX if needed. Nopetro has the land under contract with a deadline closing date of December 28, 2014. It is anticipated that it would take approximately twelve (12) months to construct the CNG fueling facility and be open for providing CNG fuel.

LYNX Obligations: The obligations of LYNX under the Agreement are basically three in number as follows:

- A. Simultaneous with Nopetro closing on the purchase of the premises for the Station, LYNX needs to order from Gillig thirty-five (35) CNG buses which is the initial obligation.
- B. During the first five (5) years of the Agreement, any buses, which LYNX buys which are to be stationed or scheduled out of the John Young Parkway Facility, need to be CNG buses. At this point, LYNX anticipates purchasing a total of one hundred fifty (150) buses over the period of five (5) years as CNG buses. A CNG bus has a useful life of approximately eight (8) years. While the CNG bus is more expensive than a normal diesel bus, it also runs cleaner and has substantially reduced fuel costs.
- C. For the first fifteen (15) years of the Agreement, LYNX is obligated to purchase from Nopetro annually a minimum volume of CNG fuel, which equates to what the initial 35 CNG buses are estimated to use in the calendar year. Financially, this would equate at the present time to an annual expense of about \$975,000.

- D. During the term of the Agreement, LYNX is further obligated in regard to the CNG buses which are stationed at the John Young Facility to purchase CNG fuel from Nopetro. LYNX is not under any obligation to keep and maintain CNG buses, and could sell or otherwise dispose of them should LYNX decide to do so.

Nopetro Obligations: Nopetro's obligations under the Agreement are to maintain the four (4) fueling lanes dedicated for LYNX buses and to be in a position to fuel the LYNX buses in a timely manner. In that regard:

- A. Should Nopetro's fueling be late, such that buses would not be able to make their scheduled departure time, Nopetro would pay to LYNX liquidated damages for each hour or fraction thereof that the bus is late with the hourly charge being equal to what LYNX charges its funding partners to provide bus service
- B. Nopetro will further provide a Performance Bond either for the term of the Agreement or renewable annually that in effect guarantees Nopetro's performance under the Contract.

Parent Guarantee: Nopetro-CH4 Holdings, LLC, the parent of Nopetro, would guarantee the obligations of Nopetro under the Agreement. As a side note, the parent is also a start-up company and has only a single facility operating at this time which is in Tallahassee for the School Board.

Pricing for Fuel: The pricing that LYNX will pay for the CNG fuel is a sum of the following components:

- A. A component equal to the price of CNG as a commodity on the New York Exchange. As such, there is no profit component in this pricing element for Nopetro and pricing is determined on the commodity market; plus
- B. A compression fee which is a variable amount depending on how many CNG gallons are purchased by LYNX and which fee decreases the more CNG LYNX purchases. The compression fee is to compensate Nopetro for all of its costs and expenses, including a profit component. The compression fee increases annually with CPI; plus
- C. An employee adder charge to compensate Nopetro for the cost of its employees who man the fueling station and fill up the LYNX buses and provide other services for the LYNX buses, such as checking oil. Nopetro is only obligated to provide employees for the first three (3) years and is obligated to train the LYNX employees. LYNX anticipates that its own employees will man

the fueling lanes earlier than the three-year period in which case this component would no longer be payable by LYNX; plus

- D. An adder for a construction fee represents the amount that LYNX will pay to Nopetro-Parent for undertaking the construction of renovations to the existing LYNX facilities so as to convert those facilities for the maintenance of CNG buses.

NOTE: There is a separate construction contract being entered into with LYNX and Nopetro-Parent for Nopetro-Parent to undertake renovations to the LYNX facilities at John Young Parkway so that CNG buses can be maintained and serviced there. The cost of these improvements is estimated to be approximately \$2,800,000. The improvements need to be undertaken so that the LYNX facilities will be in a position to service CNG buses when the initial order is delivered in approximately one year. LYNX will pay for these improvements by adding an adder amount to the price it pays for CNG fuel under the Fuel Purchase Agreement over a ten-year period (see paragraph D above).

Right of First Refusal: LYNX will have a right of first refusal to purchase the Station and, in addition, will have a right to purchase the Station in the event any mortgage on the Facility goes in default.

Conditions Precedent: The Agreement contains conditions precedent to the obligations of each party under the Agreement.

- A. For Nopetro, the conditions to its obligations are LYNX buying the initial thirty-five (35) CNG buses and for it obtaining all necessary approvals for the construction of the Station.
- B. For LYNX, the conditions for its obligations are Nopetro purchasing the land by the end of the year, for Nopetro obtaining all necessary governmental approvals by a fixed date, and for the Station to be operating by a fixed date.

The Agreement will contain a schedule of milestone dates.

Miscellaneous Provisions: The following are some of the miscellaneous provisions in the Agreement:

- A. To the extent other parties purchase CNG fuel at the Station through the lanes not dedicated to the LYNX buses, Nopetro will pay to LYNX a fee based on the volume of CNG fuel purchased.
- B. As set forth above, Nopetro will, for a period up to three (3) years, provide employees to man the fuel lanes. Thereafter, LYNX

employees will do that. Nopetro will train the LYNX employees and, if LYNX elects, it can have its employees man the fuel lanes earlier than three years. LYNX will pay Nopetro for its employees through an adder to the CNG fuel price during the period of time that Nopetro employees provide those services.

- C. LYNX will be provided with certain financial reports and audited statements on various matters including the operations of the Station.
- D. Nopetro will be required to carry insurance that has been reviewed by LYNX.
- E. There is a most favored nation clause applicable to the Station and is being negotiated to expand for other Nopetro facilities should that occur.
- F. Since the Agreement is a twenty (20) year agreement, there is language to the effect that, in the event the market changes for CNG fuel, the parties will meet and address those changes.

TERM SHEET

AIA Construction Contract for Maintenance Facility Modifications with Nopetro—CH4 Holdings, LLC

NOTE: The following sets forth the more substantial or material terms of the proposed Agreement between LYNX and Nopetro—CH4 Holdings, LLC ("**Nopetro**") regarding modifications to the LYNX maintenance facility to be able to maintain CNG.

Contractor: Nopetro—CH4 Holdings, LLC, a Florida limited liability company ("**Nopetro**"). Nopetro is a licensed general contractor.

Form of Agreement: The AIA Construction Contract form based upon cost plus fixed fee, with a guaranteed maximum price.

GMP: At this time, Nopetro has provided a GMP for the project of \$2,772,282, cost plus fixed fee.

Principal Contractor: Nopetro, although the contractor under the Agreement, will not be doing most of the construction work, and that will be undertaken by OHL Building, with annual revenue of over \$10 billion.

Bonding: The appropriate payment bond under Section 255.05, *Florida Statutes*, will be required along with a performance bond.

Status of Plans and Permitting: At this time, Nopetro has completed approximately thirty percent (30%) of the plans for the Improvements. Nopetro will continue to complete the plans which should be finished on or about April 30, 2015. At such time, Nopetro will submit the plans to the City of Orlando for permitting.

Consultant for LYNX: LYNX intends to put out an RFP for an independent engineer specializing in CNG facilities to assist LYNX on this Contract. That would include reviewing the plans, inspecting the work, approving the payment applications, etc.

Payment by LYNX for Work: LYNX will not pay Nopetro monthly for the work performed as is customary under a normal construction contract. Rather, upon the completion of the work and final inspection and review, the final construction cost will be determined (subject to the GMP), and LYNX will pay that amount over a period of ten (10) years by virtue of adding an additional amount to the amount that LYNX is going to pay Nopetro for CNG fuel under the Fueling Agreement. The construction cost, with some interest, will be amortized over a period of ten (10) years, and LYNX will pay a fixed amount per month under the Fuel Purchase Agreement and at the end of each year, that amount will be reconciled with the amount under the amortization schedule and said amounts will then be reconciled. LYNX will have a right of prepayment of said

amount (in the event LYNX gets a grant from the FTA), but it is probable that LYNX may have to pay a prepayment fee if Nopetro has financed the cost of said improvements which incorporate a prepayment penalty.

Timing for Work:

The renovations would be made within the nine or twelve months to coincide with the completion of the fueling station being constructed by Nopetro.

**Overview of Procurement Process
for the Conversion to Compressed Natural Gas (CNG)
Public / Private / Partnership (P3) Proposal**

LYNX received an Unsolicited Proposal (the Proposal) from NoPetro dated September 13, 2013.

Actions Taken:

- ✓ Within sixty (60) days of receipt of the Unsolicited Proposal, the Chief Executive Officer (CEO) determined the following:
 1. The Proposal is valid.
 2. The Proposal is essential to the Authority.
 3. The Proposal contains sufficient technical and cost information.
 4. The Proposal has been approved by the proposer's responsible official capable of entering into a contract.
- ✓ A letter signed by the CEO acknowledging the above determinations was sent to NoPetro on November 1, 2013.
- ✓ Advertising was posted in the Orlando Sentinel newspaper from November 9 to December 9, 2013.
- ✓ On November 25, 2013, the services of Stifel, Nicolaus & Company, Incorporated (Stifel) were acquired to perform a comprehensive review and financial evaluation of the Proposal.
- ✓ On January 29, 2014 and March 27, 2014, Margaret Lezcano, Managing Director of Stifel, provided updates to LYNX' Audit Committee on the status of the comprehensive review and financial evaluation of the Proposal.
- ✓ On May 22, 2014, Margaret Lezcano and LYNX staff provided an update to the LYNX' Audit Committee on the operations evaluation with recommendations to move forward with negotiations with NoPetro.
- ✓ On May 22, 2014, LYNX Board of Director's authorized LYNX' Chief Executive Officer or designee to begin negotiations with NoPetro for the CNG Unsolicited Proposal with the final recommendations to be brought before the Board of Directors for final approval.
- ✓ On September 18, 2014, Margaret Lezcano, Managing Director of Stifel, presented the "Summary Findings of Financial and Operations Feasibility of LYNX' Conversion to CNG" at the Finance and Audit Committee meeting.

- ✓ On September 25, 2014, Margaret Lezcano and LYNX staff provided an update on the CNG proposal operations evaluation and continuing negotiations with NoPetro at the Audit Committee meeting.
- ✓ On November 5, 2014, Margaret Lezcano, Managing Director of Stifel Finance and Audit Committee meeting presented an update on the final negotiations with Nopetro at the Finance and Audit Committee meeting.
- ✓ On November 13, 2014, Margaret Lezcano and LYNX staff will provide a summary of the CNG proposal final negotiations with NoPetro at the Oversight Committee meeting.

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
BRENDA HERNANDEZ
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2014 through September 30, 2017

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the Union-ratified Labor Agreement between LYNX and the Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, covering the period of October 1, 2014 through September 30, 2017.

BACKGROUND:

The ATU AFL-CIO, through its Local Chapter 1749, has represented those employees classified as LYNX transportation and maintenance supervisors since 2002. This collective bargaining unit is currently comprised of twelve (12) Maintenance Supervisors and forty-three (43) Transportation Supervisors. LYNX and Local 1749 have been performing pursuant to a collectively bargained Labor Agreement effective during the three-year period from November 10, 2011 through September 30, 2014.

Pursuant to Article 20 of said Labor Agreement, Management and Union negotiation teams convened on October 1, 2014 to negotiate a new Labor Agreement for the three-year period from October 1, 2014 through September 30, 2017.

The negotiation teams were comprised of the following individuals:

Management

Susan Black, General Manager
Donna Tefertiller, Director of Human Resources
Blanche Sherman, Director of Finance
Tangee Mobley, Director of Operations

Union

Scott Penvose, Local 1749 President, LYNX Maintenance Supervisor
Delroy Ennis, Local 1749 Vice President, LYNX Maintenance Supervisor
Jayne Walker, Local 1749 Financial Secretary, LYNX Transportation Supervisor
Ray Lemon, Local 1749 Board Member, LYNX Transportation Supervisor

Multiple proposals were exchanged between the parties throughout the day and the parties came to tentative agreements on several open items. At the end of the business day on October 1, 2014 the parties agreed to adjourn until the next morning. Negotiations resumed the morning of October 2, 2014, as anticipated.

Management and the Union reached tentative agreement on all open items of the Labor Agreement prior to the end of the business day on October 2, 2014..

On October 14, 2014, the membership of Local 1749 voted on and unanimously ratified the Labor Agreement as tentatively agreed to by the negotiation teams.

An overview of material items negotiated by the parties is presented below. "Strike-through" marking indicates verbiage removed from the prior Labor Agreement; underlining indicates verbiage added to the prior Labor Agreement.

Article 6: PERSONNEL POLICIES AND PROCEDURES

6.1 The Authority's Administrative Rules and Policies ("policy" or "policies") in existence at the time this Agreement is executed shall control the terms and conditions of employment for the employees covered by this Agreement. In the event this Agreement conflicts with the Administrative Rules and Policies, however, this Agreement controls.

6.2 The Authority expressly reserves and has the right to modify, revise, or change the existing administrative policies and adopt new policies during the term of this Agreement. During the term of this Agreement, any modification, revision, or change to an existing policy that applies either to all non-exempt administrative employees or all administrative employees and any new policy that applies either to all non-exempt administrative employees or all administrative employees also shall apply to the Union, regardless of when the rule or policy is adopted or implemented. ~~A copy of the new or revised policy will be given to the Union and the Employees at least five (5) working days before the policy is implemented.~~

6.3 The parties' longstanding interpretation under prior collective bargaining agreements between the Authority and Local 1749 is that the policies include all employee benefit plans that apply to all administrative employees generally. Under this interpretation, bargaining unit members covered by this and prior collective bargaining agreements between the Authority and Local 1749 similar to this Agreement have always been eligible for, and have participated in, all employee benefit plans on the same plan terms and conditions that apply to the administrative employees generally. The foregoing

longstanding interpretations shall continue under this Agreement. This section 6.3 does not make any changes with respect to any employee benefit plans.

Article 11: ~~JOB~~ CLASSIFICATIONS AND BIDDING AND ASSIGNMENT

11.1 Classifications

~~—— Transportation Supervisor (Street and Radio)~~
~~—— Dispatcher~~

1. Transportation Supervisors
2. Vehicle Maintenance Supervisors
3. Facilities Maintenance Supervisors

11.2 Transportation Supervisor

All Transportation Supervisors will bid at least two (2) times per year based on seniority within classification as listed above in 11.1.

~~Maintenance Supervisors will be assigned job duties and responsibilities as determined by the Authority.~~

11.3 Vehicle Maintenance Supervisor

All Vehicle Maintenance Supervisors will bid for shifts at least two (2) times per year based on seniority within classification as listed above in 11.1.

The Body Shop Supervisor shall be assigned based on meeting requisite qualifications and seniority.

~~All Transportation Supervisors and Dispatchers will bid at least two (2) times per year based on seniority.~~

11.4 Facility Maintenance Supervisors

All Facility Maintenance Supervisors will bid for shifts at least two (2) times per year based on seniority within classification as listed above in 11.1.

Article 12: UNIFORMS

12.1.1 ~~The Authority shall provide a weekly supply of laundered uniforms for all Supervisors~~
will provide an annual uniform allowance for all Supervisors as set forth below. The Authority will select the materials, color and composition of the uniform. The Authority will also shall supply inclement weather gear, jackets and hats as needed, for all Supervisors. The Authority will provide a start-up set of seven (7) uniforms (shirts and pants) in FY2015.

\$270.00 in year FY2016

\$270.00 in year FY2017

12.2 The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of ~~\$150.00~~ \$126.50, and an annual shoe allowance of \$100.00 ~~\$70.00~~ for Transportation Supervisors who will be required to purchase in a color and style determined by the Authority.

Article 13: WAGES

13.1 A ~~2%~~ 3% wage increase across the board effective when the contract is ratified by the Union and approved by the LYNX Board of Directors.

This Article is subject to a wage re-opener increase for Supervisors at top wage, which shall not increase the current top wage rates of \$25.14 (Transportation) and \$27.33 (Maintenance).

This Article is subject to a wage re-opener in Years 2 and 3. ~~However, each side may exercise, in writing, the option to re-open in the first year as soon as six (6) months following the execution of this Agreement.~~ In Years 2 and 3, the re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2015 and/or September 30, 2016.

13.2 TRANSPORTATION/MAINTENANCE SUPERVISORS

~~The agreed upon wage structure and amounts for LYNX Transportation and Maintenance Supervisors during FY2014 are reflected in Addendum 1 FY14 and Addendum 2 FY14, copies which are attached hereto and incorporated herein.~~ Effective the first full pay-period in October 2014 following ratification by the Union and by the LYNX Board, the pay rates for Transportation and Maintenance Supervisors in progression will receive a one-time step increase based upon the current top wage rates, which are \$25.14 (Transportation) and \$27.33 (Maintenance).

New Hires / Current Transportation Supervisors Steps:

1. \$22.92
2. \$23.61 (includes Supervisors currently at \$22.25 and \$22.92)
3. \$24.41
4. \$25.89*
5. \$25.89*

New Hires / Current Maintenance Supervisors Steps:

1. \$25.95
2. \$26.73 (includes Supervisors currently at \$25.19 and \$25.95)
3. \$28.15*
4. \$28.15*

*These step increases do not constitute a change in the current top wage rates.

A copy of the entire proposed “*Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union, AFL-CIO Local 1749, October 1, 2014 through September 30, 2017*” has been attached hereto.

FISCAL IMPACT:

LYNX staff included funds in the FY2015 Adopted Operating Budget to support the implementation of this contract in Year one (1).

AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION

AUTHORITY AND

AMALGAMATED TRANSIT UNION, AFL-CIO LOCAL 1749

October 1, 2014 through September 30, 2017

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between Central Florida Regional Transportation, d/b/a LYNX (the "Authority") and the Amalgamated Transit Union, Local 1749, AFL-CIO ("Union").

ARTICLE 2
RECOGNITION

The purpose of this Agreement is to achieve harmonious relations between the Authority and the Union, consistent with Chapter 447, Fla. Stat., as amended. The Authority recognizes the Union as the sole and exclusive bargaining representative for all Transportation and Maintenance Supervisors of the Authority, as certified by P.E.R.C., Case No.: EL-2001-043, as follows: Transportation Supervisors and Maintenance Supervisors. All other job classifications employed by the Authority are expressly excluded.

ARTICLE 3
HUMAN RIGHTS AND NON-DISCRIMINATION

3.1 NON-DISCRIMINATION

The parties agree that the race, color, sex, national origin, religion, age, disability or handicap, or marital status of any bargaining unit member shall not be a basis for the application of this Agreement, and both parties agree not to discriminate against any member of the bargaining unit or any other of the Authority's employees. It is the parties' intent to comply with all applicable federal and state discrimination laws.

3.2 RIGHT TO WORK

Any employee shall have the right to join or not to join the Union as provided for in State law and P.E.R.C. rules, without interference, intimidation, or coercion by either the Authority or the Union. Employees who do not join the Union will receive those rights and privileges required by Florida law.

3.3 GENDER REFERENCES

The use of masculine or feminine references shall be construed as including both genders.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Authority reserves and retains all rights, powers, past practices, prerogatives and authority customarily or previously exercised by the Authority, except as expressly limited or modified by a specific provision of this Agreement.

- 4.2 The Union and the employees covered under this Agreement recognize and agree that the Authority has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Authority specifically, but not by way of limitation, reserves the sole and exclusive right to:
- A. Exercise complete and unhampered control to manage, direct and totally supervise all employees of the Authority;
 - B. Decide the scope of service to be performed and the method of service;
 - C. Take whatever action may be necessary to carry out the mission and responsibility of the Authority in unusual and/or emergency situations;
 - D. Schedule and assign the work to the employees and determine the size and composition of the work force;
 - E. Assign overtime work to employees;
 - F. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - G. Hire and/or otherwise determine the criteria and standards of selection for employment;
 - H. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, and types of positions in any pay plan, which is or may be developed by the Authority;
 - I. Terminate, demote, suspend or otherwise discipline for just cause;
 - J. Set procedures and standards to evaluate each employee's job performance;
 - K. Rehire employees;
 - L. Determine whether and to what extent the work required in its operation shall be performed by or assigned to employees covered by this Agreement;
 - M. Determine, in a fair and equitable manner, all training parameters for all positions, including persons to be trained, the scope and nature of the training, and the extent and frequency of training;
 - N. Formulate, amend, revise and implement policy, work rules and regulations, policy, and procedures and require employees to observe and obey the Authority's policies, procedures, work rules and regulations;

o. Merge, consolidate, expand, divide, curtail, transfer or discontinue operations or work groups, temporarily or permanently, in whole or part, whenever in the sole discretion of the Authority's good business judgment makes such actions advisable;

P. Determine the number, location and operation of all departments and divisions thereof;

Q. Use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit and establish, amend, revise and implement any program and/or procedures, determine the structure and organization of the Authority's operation, including the right to supervise, subcontract, expand, consolidate or merge any department, job, or service, to create, alter, combine, eliminate or reduce any department, function studies of workloads, job assignments, methods of operation, and efficiency from time to time, and to make changes based on such studies;

R. Institute, modify or terminate any bonus or work incentive plan, and to suspend wage increases or bonuses due to financial pressures; and

s. Control the use of the Authority's equipment and property.

4.3 If the Authority fails to exercise anyone or more of the above functions from time-to-time, this will not be deemed a waiver of the Authority's right to exercise any or all of such functions. This Agreement shall be so construed that there shall be no interference with the Authority's rights, responsibilities and prerogatives, except as may be expressly provided in this Agreement.

ARTICLE 5 PROHIBITED ACTIVITIES

5.1 The Union shall not call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work involving the Authority during the term of this Agreement.

5.2 No employee will call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work, during the term of this Agreement. If an employee or group of employees who are Union members violate this Article, the Union, upon request of the Authority, shall immediately notify the employee(s), in writing, to return to work or cease violating the other provisions of this Article, that such actions violate Florida law and this Agreement, and that the Union does not condone in any way such conduct. The Authority also may communicate directly with all employees in the bargaining unit reminding them of their obligations under this Agreement.

5.3 Pursuant to Florida law the Authority retains the right to discipline or discharge any employee participating in or promoting any of the activities described above, or any similar activity.

5.4 It is recognized that the Authority is responsible for and engages in activities, which provide for the health, safety, and welfare of the citizens of Central Florida through the operation of a safe and courteous transportation system. Accordingly, in the event of any violation of this Article, the Authority is entitled to seek and obtain immediate legal and/or equitable relief in any court of competent jurisdiction.

5.5 The Union shall not be liable for independent actions of individual employees, provided it has taken reasonable steps to prevent violations of this Article and has provided the employees notice to return to work or cease other violations of this Article as set forth in section 5.2 above.

5.6 During the life of this Agreement, the Authority shall not lockout the employees.

ARTICLE 6

PERSONNEL POLICIES AND PROCEDURES

6.1 The Authority's Administrative Rules and Policies ("policy" or "policies") in existence at the time this Agreement is executed shall control the terms and conditions of employment for the employees covered by this Agreement. In the event this Agreement conflicts with the Administrative Rules and Policies, however, this Agreement controls.

6.2 The Authority expressly reserves and has the right to modify, revise, or change the existing administrative policies and adopt new policies during the term of this Agreement. During the term of this Agreement, any modification, revision, or change to an existing policy that applies either to all non-exempt administrative employees or all administrative employees and any new policy that applies either to all non-exempt administrative employees or all administrative employees also shall apply to the Union, regardless of when the rule or policy is adopted or implemented.

6.3 The parties' longstanding interpretation under prior collective bargaining agreements between the Authority and Local 1749 is that the policies include all employee benefit plans that apply to all administrative employees generally. Under this interpretation, bargaining unit members covered by this and prior collective bargaining agreements between the Authority and Local 1749 similar to this Agreement have always been eligible for, and have participated in, all employee benefit plans on the same plan terms and conditions that apply to the administrative employees generally. The foregoing longstanding interpretations shall continue under this Agreement. This section 6.3 does not make any changes with respect to any employee benefit plans.

ARTICLE 7

DUES DEDUCTION

7.1 DUES WITHHOLDING

Upon receipt by the Authority of a signed written authorization form by an employee covered by this Agreement, the Authority will deduct from the employee's bi-weekly pay the amount owed to the Union by such employee for dues. The Union agrees that no officer or agent of the Union will collect or attempt to collect such Union dues, initiation fees, fines, penalties or special assessments at any time during working hours or on the Authority owned or leased property. The Authority will remit dues withheld from employee pay to the Union within fifteen (15) days from the date of deduction. Any changes in the amount to be deducted from an employee's wages will be sent to the Authority in writing by an authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change.

The Authority's remittance will be deemed correct if the Union does not give written notice to the
CFRTA /ATU AFL-CIO Local 1749 Agreement 2014-2017: TA 10-2-2014 Page 6 of 13

Authority within fifteen (15) calendar days after a remittance is made by the Authority, with reason(s) the Union believes the remittance is incorrect. The Union will indemnify, defend and hold the Authority harmless against all claims made or expenses incurred and against any suit instituted against the Authority on account of any deduction of Union dues.

7.2 EFFECTIVE DATE

The effective date for deducting dues shall be the next payroll date at least fifteen (15) days following the date the signed written authorization for dues deduction is received by the Authority. If an employee desires to cease dues deductions, he must notify the Union, which will then notify the Authority, in writing, of the cessation of dues withholding for the employee. In the event of a dispute between the employee and the Union over the continued withholding of dues, the amount will be set aside or paid to the Union, subject to the indemnification provisions set forth above, during the duration of the dispute.

The effective date for stopping the dues deduction shall be the next payroll date at least fifteen (15) days following the date the signed written form for stopping dues deduction is received by the Authority. Dues withholding cease upon an employee's termination of employment or upon termination of this Agreement.

7.3 NO REMITTANCE

No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings during the payroll period, after all other authorized deductions other than union dues, are less than the amount of dues to be checked off. If, at a subsequent date the employee's wages are sufficient to cover the dues amount and any back dues, the Union may submit a request to withhold back dues owing.

ARTICLE 8 UNION BUSINESS

Time off without pay for official Union business may be authorized consistent with the terms of this Agreement. The individual seeking time off must have the approval of the Union President or his designee. Requests for time off must be made in writing to the Deputy Chief of Operations for Maintenance or Transportation or his designee at least two (2) working days before the requested day or time off will occur. If more than one (1) person is seeking time off, the request must be made no less than three (3) working days before the requested day or time off will occur. No more than four (4) employees can request time off at one time, and the parties acknowledge that there may be emergencies or other circumstances precluding timely notice, and that, in those instances, notice will be given as soon as possible. Similarly, the parties acknowledge that there may be occasions when the Authority is unable to allow the time off due to staffing or other needs. In those circumstances, the Union member will be allowed time off as close as possible to the requested time off.

ARTICLE 9 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, consisting of up to two (2) representatives from the union and up two (2) representatives of the Authority shall meet quarterly to discuss any and all issues concerning contract disputes or disagreements, as well as working conditions. In the event the Union or the Authority does not have any outstanding issues the Labor/Management Committee may be cancelled by mutual consent of both parties.

ARTICLE 10 LICENSE REQUIREMENT

All bargaining unit members shall maintain a current and valid CDL (Commercial Driver's License) and D.O.T. (Department of Transportation) medical card (certificate). The Authority will pay for the license fee for the CDL only. When the Authority learns an employee does not possess a current and valid CDL or D.O.T. card, they will be given 72 hours to obtain the card. Loss of the CDL license, failure to obtain a D.O.T. card, or failure to notify the Authority immediately upon the loss of the CDL license or the D.O.T. card shall be grounds for termination.

In the event a Supervisor is unable to secure a D.O.T. Certificate they may be reassigned to another position at the discretion of the Authority if another position is open and available. The Authority retains sole discretion in determining where the employee may be reassigned or if they are to be reassigned.

Maintenance employees may, at the sole discretion of the Authority, may be given special accommodation with regard to the CDL and DOT Medical Card requirements in their present position if they have complied with notification requirements for a change in status with their CDL and DOT Medical Card. Decisions to provide or not to provide accommodations are not subject to the grievance process.

ARTICLE 11 CLASSIFICATIONS AND BIDDING

11.1 Classifications

1. Transportation Supervisors
2. Vehicle Maintenance Supervisors
3. Facilities Maintenance Supervisors

11.2 Transportation Supervisor

All Transportation Supervisors will bid at least two (2) times per year based on seniority within classification as listed above in 11.1.

11.3 Vehicle Maintenance Supervisor

All Vehicle Maintenance Supervisors will bid for shifts at least two (2) times per year based on seniority within classification as listed above in 11.1. The Body Shop Supervisor shall be assigned based on meeting requisite qualifications and seniority.

11.4 Facility Maintenance Supervisors

All Facility Maintenance Supervisors will bid for shifts at least two (2) times per year based on seniority within classification as listed above in 11.1.

ARTICLE 12 UNIFORMS

12.1 The Authority will provide an annual uniform allowance for all Supervisors as set forth below. The Authority will select the materials, color and composition of the uniform. The Authority shall supply inclement weather gear, jackets and hats as needed, for all Supervisors. The Authority will provide a start-up set of seven (7) uniforms (shirts and pants) in FY2015.

\$270.00 in year FY2016

\$270.00 in year FY2017

12.2 The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of \$150.00, and an annual shoe allowance of \$100.00 for Transportation Supervisors who will be required to purchase in a color and style determined by the Authority.

ARTICLE 13 WAGES

13.1 A 3% increase for Supervisors at top wage, which shall not increase the current top wage rates of \$25.14 (Transportation) and \$27.33 (Maintenance).

This Article is subject to a wage re-opener in Years 2 and 3. In Years 2 and 3, the re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2015 and/or September 30, 2016.

13.2 TRANSPORTATION/MAINTENANCE SUPERVISORS Effective the first full pay-period in October 2014 following ratification by the Union and by the LYNX Board, the pay rates for Transportation and Maintenance Supervisors in progression will receive a one-time step increase based upon the current top wage rates, which are \$25.14 (Transportation) and \$27.33 (Maintenance).

New Hires / Current Transportation Supervisors Steps:

1. \$22.92
2. \$23.61 (includes Supervisors currently at \$22.25 and \$22.92)
3. \$24.41
4. \$25.89*
5. \$25.89*

New Hires / Current Maintenance Supervisors Steps:

1. \$25.95
2. \$26.73 (includes Supervisors currently at \$25.19 and \$25.95)
3. \$28.15*
4. \$28.15*

*These step increases do not constitute a change in the current top wage rates.

13.3 VEHICLE MAINTENANCE NIGHT DIFFERENTIAL

Vehicle Maintenance Supervisors who work the third shift or the current PM shift (7:00 p.m. to 3:30 a.m.) shall receive a \$.50 per hour night differential. No differential pay under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.

ARTICLE 14 OVERTIME PAY

Transportation and Maintenance Supervisors are non-exempt employees and are paid on an hourly basis. Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of forty hours (40) will be paid at a time and one half rate. Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count as part of the usual workweek when calculating overtime.

ARTICLE 15 HOLIDAY PAY

Holiday pay will be eight (8) or ten (10) hours, as appropriate, at a straight time hourly rate and will not count as hours worked.

When an employee's regularly scheduled workday is on a holiday and the employee works, he will receive eight (8) or ten (10) hours, as appropriate, of holiday pay and the hours worked will be paid at time and one half. The holiday will not be eligible to be used as a floater. If the employee elects to float the holiday, the hours worked on the day of the holiday will be paid at straight time.

If the employee does not work on the holiday, the holiday will be paid as straight time. In the event the holiday falls on the employee's regularly scheduled day off, the employee can elect to be paid for the holiday or use as a floater.

Maintenance supervisors scheduled to work on the day of the holiday will work unless they submit a request for the time off or a request to float the holiday, which must be approved by the Authority.

If a holiday falls during your vacation week or at a time you are off sick, your week's pay will include one (1) day of holiday pay. You may float the vacation day to be used later in the year or it may be rolled over into the next year.

ARTICLE 16

GRIEVANCE PROCEDURE

An Employee who believes he has been unjustly disciplined, or that any provision of this Agreement has not been properly applied or interpreted, or against whom the Authority has brought charges shall present his grievance in writing, in accordance with the currently existing administrative grievance procedure. Suspensions of less than three (3) days and any lesser discipline will not proceed to arbitration. Any other grievance decision of the Executive Director or his designee or agent may be appealed through an arbitration conducted by the American Arbitration Association ("AAA") in accordance with its Employment Dispute Resolution Rules. If the Union desires to proceed to arbitration it must inform the Authority in writing of its decision to seek arbitration within ten (10) calendar days of the decision of the Executive Director or his designee or agent regarding the grievance. The Union and the Authority will then notify, within ten (10) calendar days, the AAA to commence the arbitration process.

Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and the stenographic services. **In** the event that both parties agree to have stenographic services at the hearing, said parties they shall share equally the cost of said service and transcripts. The cost of the arbitrator shall be equally divided among the parties.

Unless otherwise mutually agreed in advance, the submission to the arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the Authority and the Union and shall have no authority to consider or rule upon any other matter in this Agreement unless the parties otherwise mutually agree in writing.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement, as set forth in this article. The arbitrator shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the Authority or the Union.

No decision of any arbitrator in anyone case shall create a basis for retroactive treatment in any other case.

No disciplinary action or any action by the Authority will be suspended or delayed during the grievance or arbitration period. The Authority, the Union, and the Employees recognize that it is their desire to resolve disputes and grievances informally whenever possible, and the parties agree to initiate informal contact when practicable to resolve such disputes and grievances.

A matter otherwise constituting a grievance not presented within the time limits and in compliance with

this Article shall be conclusively barred on the merits following expiration of the prescribed time limit. A grievance, which is for any reason not advanced through the steps of the existing grievance policy or arbitration within the time limits prescribed for such advancement, shall be similarly barred. Similarly, if the Authority fails to respond timely during any step of the grievance process, it shall forfeit its position on the grievance.

A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Authority.

ARTICLE 17 BULLETIN BOARDS

The Authority shall purchase three (3) bulletin boards for the use of the Union, with one to be placed at the LOC (LYNX Operations Center), and the others at South Street. The Union shall reimburse the Authority for the costs of the bulletin boards within sixty (60) days of receiving an invoice from the Authority. The Authority shall be responsible for installing the bulletin boards, which shall be a reasonable size and have a sealed enclosure. All postings or notices on the boards shall relate solely to official Union business and shall contain no defamatory, discriminatory, political or inflammatory language, or language that is injurious to the reputation of the Authority, its employees, or to workplace morale. The bulletin boards shall be maintained by the Union in a professional manner and any posting on the boards shall have the official signature or letterhead of the Union. The Authority shall have the right to remove any notices or postings that do not meet the standards of this section. The union will retain the key to the bulletin boards.

ARTICLE 18 SEVERANCE OR SAVINGS CLAUSE

18.1 If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 In the event of any invalidation of any article or section, both the Authority and the Union agree to meet within sixty (60) days of such determination for the purpose of arriving at a mutually satisfactory replacement, if any, for such article or section.

ARTICLE 19 ENTIRE AGREEMENT

19.1 The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Authority and the Union, for the life of

this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The parties further expressly acknowledge that this Agreement is at all times subject to the contingencies and limitations contained in Chapter 447, Part II, Florida Statutes.

19.2 This Contract constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral or written, expressed or implied, between the Authority, the Union and the Authority's employees, and expresses all obligations of, and restrictions imposed on, the Union and the Authority and its employees during its term.

ARTICLE 20

DURATION, MODIFICATION, AND TERMINATION OF AGREEMENT

This Agreement is effective upon the first full pay period following ratification by the employees and approval by LYNX' Board of Directors. This Agreement shall thereafter continue in full force and effect through midnight on the thirtieth (30th) day of September 2017, when it shall terminate. If either party desires to negotiate a new Agreement, it shall provide written notice to the other party one hundred twenty (120) calendar days before the contract termination date.

The re-opener request must be made, in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union).

The Union and the Authority agree not to re-open any Article of the Agreement, except as required by law.

This Agreement shall not be amended or modified without prior written agreement by the Union and the Authority.

'Scott Penvose

President/Business Agent

Local 1749, Amalgamated

Transit Union, AFL-CIO

This Agreement approved upon adoption by Resolution by the Board of Directors of the Central Florida Regional Transportation Authority d.b.a. LYNX this 13th day of November 2014 .NOTE: Signed page did not covert from Adobe to Word – there is no signature page attached.

10/18/13
TAID agreement
[Signature]
Pat Kense
Jayne Walker

Current Staff

Transportation Supervisors (29 employees @ min)

\$ 22.25	\$ 22.92	\$ 0.67	3.00%
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Transportation Supervisors (10 employees)

\$ 22.45	\$ 23.61	\$ 1.16	5.17%
\$ 23.02	\$ 24.41	\$ 1.39	6.04%
\$ 23.28	\$ 24.41	\$ 1.13	4.87%
\$ 23.42	\$ 24.41	\$ 0.99	4.23%
\$ 23.49	\$ 24.41	\$ 0.92	3.92%

Averages		\$ 1.12	4.84%
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Transportation Supervisors (2 employees @ max)

\$ 24.41	\$ 25.14	\$ 0.73	3.00%
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Current Staff

Maintenance Supervisors (1 employees @ min)

\$ 25.19	\$ 25.95	\$ 0.76	3.00%
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Maintenance Supervisors (4 employees)

\$ 25.70	\$ 26.73	\$ 1.03	4.01%
\$ 25.82	\$ 26.73	\$ 0.91	3.52%

Averages		\$ 0.97	3.77%
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Maintenance Supervisors (1 employees @ max)

\$ 26.53	27.33	\$ 0.80	3.00%
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ADDENDUM 2
FY14

10/18/13
 paid agreement
 Jayne Walker

New Hires/Current Staff Progression

	Minimum		Maximum		3%
Transportation Supervisors	\$	22.25	\$	24.41	\$ 25.14
					\$ 2.89

Step

1	\$	22.25	Current Minimum	89%
2	\$	22.92	3.00%	91%
3	\$	23.61	3.02%	94%
4	\$	24.41	3.39%	97%
5	\$	25.14	2.99%	100%

STEPS ARE NOT TIED TO YEARS OF SERVICE

New Hires/Current Staff Progression

	Minimum		Maximum		3%
Maintenance Supervisors	\$	25.19	\$	26.53	\$ 27.33
					\$ 2.14

Step

1	\$	25.19	Current Minimum	92%
2	\$	25.95	3.00%	95%
3	\$	26.73	2.99%	98%
4	\$	27.33	2.26%	100%

STEPS ARE NOT TIED TO YEARS OF SERVICE

ADDENDUM 1
 FY 14

Action Agenda Item #8.C

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
JAMES RODRIGUEZ
(Technical Contact)
Antonio Pimpinella
(Technical Contact)
Walter Gant
(Technical Contact)
Presented By: Andrea Ostrodka, Director of Planning & Development

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Implement the December 14, 2014 Proposed Service Changes

Date: 11/13/2014

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 December 14, 2014, contingent upon the funding partners approval, if necessary.

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 December 14, 2014. A total of three (3) public workshops/public hearings were held between October 16, 2014 and October 21, 2014. Customers and the general public were able to provide input on the service changes through the following locations:

Thursday, October 16, 2014	Winter Spring City Hall, Winter Springs, 0 comments
Monday, October 20, 2014	Kissimmee City Hall, Kissimmee, 1 comment
Tuesday, October 21, 2014	LYNX Central Station, Orlando, 3 comments

The public comment period on the proposed service changes ran from October 10, 2014 to October 24, 2014. Generally comments were favorable or neutral with respect to the December 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, and on social media sites including Facebook and Twitter.

PROPOSED SERVICE CHANGES:

Major highlights of the service change are the elimination of both the Xpress 204 and the Link 505. Lake County has notified LYNX it will no longer fund Xpress 204 and the Florida Department of Transportation (FDOT) has notified LYNX it will no longer fund Link 505. Link 505 was established as a new route in April 2014 offering feeder service to the Longwood SunRail station during SunRail peak operating hours.

A new service, Neighborlink 652, will offer morning and evening service between the Maitland SunRail Station and Maitland Center. This pilot program is being funded by FDOT and Orange County.

Additional efficiencies are proposed on Links 21, 26, 36, 55, 104, 418, 426, and 434 as set forth below in more detail.

On Link 111 a time point will be added to the schedule at Destination Parkway.

The next service changes are scheduled to take place in April, 2015.

December 14 Service Change

ELIMINATED SERVICE:

- **Xpress 204** – Clermont Xpress (Lake County) – Lake County will no longer fund service.
- **Link 505** – Longwood SunRail (Seminole County) – The Florida Department of Transportation will no longer fund service.

ADDED SERVICE:

- **NeighborLink 652** – Maitland Center (Orange County) – New service between the Maitland SunRail Station and Maitland Center. There will be three morning trips and three evening trips.

ADJUSTED SERVICE:

- **Link 21** – Universal Studios (Orange County) – Arrival time at LYNX Central Station (LCS) will be adjusted to :05 and :35 on Weekdays only. Weekday time adjustments also will be made between time points.
- **Link 26** – Pleasant Hill Road/Poinciana (Osceola County) – Adding a weekday and Saturday 9 p.m. southbound trip leaving the Kissimmee Intermodal Station.
- **Link 36** – Lake Richmond (Orange County) – Rerouting from L.B. McLeod Road, to President Barack Obama Parkway, to 36th Street, to St. Valentines Way, to 34th Street to Bartlett Boulevard before returning to L.B. McLeod road and resuming the existing routing at Willie Mays Parkway. Monday through Saturday service.

LYNX Board Agenda

- **Link 55** – U.S. 192 Crosstown (Osceola County/Lake County) – Rerouting to and from Kissimmee Intermodal Station via Main Street to Vine Street (U.S. 192).
- **Link 104** – East Colonial (Orange County) – Rerouting from LCS to Fashion Square Mall. Trips to LCS will be routed by way of Maguire Boulevard, Robinson Street, Roseland Avenue and Livingston Street.
- **Link 111** – OIA/SeaWorld (Orange County) – A time point will be added at Destination Parkway. Departure time from Sea World will move to :30 on Saturday only.
Link 418 – Florida Mall/Meadow Woods/Lake Nona (Orange County) – Daily time adjustments. Routes will start their trips from the Florida Mall SuperStop and Medical City at :30.
- **Link 426** – Poinciana Circulator (Osceola County) – A 10 p.m. trip will be added from the Poinciana Walmart.
- **Link 434** – SR 434 Crosstown (Seminole County) – Service will be rerouted from downtown Oviedo. The new routing will utilize Mitchel Hammock Road to Alafaya Trail. Passengers going into Oviedo will transfer to the NeighborLink 622 at the Oviedo Mall. The route will now service the Longwood SunRail Station at State Road 434 and Ronald Reagan Boulevard.

FISCAL IMPACT:

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

Action Agenda Item #8.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Approval of the Board of Directors' 2015 Meeting Dates

Date: 11/13/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the following proposed meeting dates for 2015:

January	22, 2015
March	26, 2015
May	28, 2015
July	23, 2015
September	24, 2015
November	12, 2015

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 - Preliminary September 30, 2014

Date: 11/13/2014

Please find attached the monthly financial report for the twelve months ending September 30, 2014. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the twelve months ending September 30, 2014 reflect total revenue earned in the amount of \$122,468,702 and total expenses incurred in the amount of \$119,255,406 resulting in a net operating profit of \$3,213,296.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$4,606,922 for the twelve months of the fiscal year.
- Paratransit services resulted in an operating loss of \$1,393,626 for the twelve 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 100% of budget for the month of September 2014 and year-to-date is 1% higher than the budgeted amount. Actual revenues through September 2014 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,181,123, \$527,744 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 September 2014, LYNX locked in eighty-one percent (81%) of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 100% on target budget year-to-date. In the month of September LYNX paid an average price of \$2.87 (net) per gallon for diesel fuel and \$2.77 (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 September 2014 was \$3.76 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the 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 September 30, 2014. Repairs and maintenance expenses for revenue vehicles are 10% above the budget year-to-date, however other materials and supplies costs are 8% 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 year to date cost of unleaded fuel is 3% lower than the budgeted. During the month of September 2014, LYNX locked in fifty-nine percent (59%) 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 \$2.70 (net) per gallon. The national unleaded fuel price for the month of September 2014 was \$3.15 (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:

ACCESS LYNX			
FY2014	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	703,249	\$27.99	\$19,682,133
Budget (rounding)	771,072	\$25.03	\$19,299,963
Excess Trips/Costs	(67,823)	\$2.96	\$382,170

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2014 AND 2013
(UNAUDITED)

	<u>2014</u>	<u>2013</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 33,651,960	\$ 20,787,771
Receivables:		
Local, trade and operating assistance	11,447,390	2,993,531
Federal grants	6,257,256	21,129,017
State grants	6,571,204	5,916,504
Inventory	1,725,254	1,759,157
Prepaid expenses and other assets	444,082	256,348
Restricted cash and cash equivalents	3,766,655	3,101,934
Derivative instrument - fuel hedge	-	744,896
Total current assets	<u>63,863,801</u>	<u>56,689,158</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	-	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	94,733,608	92,721,591
Revenue vehicles	144,231,343	122,115,515
Furniture, Fixtures & Equipment	33,861,619	28,886,493
Leasehold improvements	46,173	-
Total property and equipment	281,444,208	252,295,064
Less: accumulated depreciation	(148,604,708)	(128,978,888)
Construction in progress	19,065,939	13,603,125
Net property and equipment	<u>151,905,439</u>	<u>136,919,301</u>
Other assets	224,757	60,253
Total noncurrent assets	<u>152,130,196</u>	<u>141,174,617</u>
TOTAL ASSETS	<u>215,993,997</u>	<u>197,863,775</u>
DEFERRED OUTFLOW OF RESOURCES		
Accumulated decrease in fair value of fuel hedge instrument	<u>62,919</u>	<u>-</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2014 AND 2013
(UNAUDITED)

	<u>2014</u>	<u>2013</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,375,157	\$ 9,219,384
Accrued salaries and related taxes	3,402,467	2,626,152
Accrued compensated absences	3,581,399	3,656,202
Accrued self-insurance liability, current	2,128,430	2,128,388
Leases payable, current	-	1,222,768
SIB loans payable, current	781,649	5,021,344
Deferred operating revenue	10,131,909	621,945
Deferred capital	3,625,984	3,010,658
Derivative instrument - fuel hedge	62,919	-
Total current liabilities	<u>30,089,914</u>	<u>27,506,841</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	-
Loans payable	1,610,507	2,392,156
Accrued self-insurance liability, long-term	<u>6,291,109</u>	<u>2,604,634</u>
Total noncurrent liabilities	<u>7,901,616</u>	<u>4,996,790</u>
Total liabilities	<u>37,991,530</u>	<u>32,503,631</u>
DEFERRED INFLOW OF RESOURCES		
Accumulated increase in fair value of fuel hedge instrument	<u>-</u>	<u>744,896</u>
NET POSITION:		
Invested in capital assets, net of related debt	145,837,621	130,625,785
Restricted	-	91,276
Unrestricted	<u>32,227,765</u>	<u>33,898,187</u>
Total net position	<u>178,065,386</u>	<u>164,615,248</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 216,056,916</u>	<u>\$ 197,863,775</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2014 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2014
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 29,429,794	\$ 29,104,576	99%	\$ 2,452,483	\$ 2,420,834	99%
Contract Services:						
Local Financial Assistance	11,813,896	11,575,316	98%	996,916	984,984	99%
Other Contractual Services	9,702,406	8,467,905	87%	808,534	389,151	48%
Advertising	1,730,000	1,738,867	101%	144,167	144,389	100%
Other Operating Income	417,099	361,064	87%	34,758	21,378	62%
Total Operating Revenues	53,093,195	51,247,728	97%	4,436,858	3,960,736	89%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	741,000	741,000	100%	61,750	61,750	100%
State of Florida	9,392,276	9,843,318	105%	782,690	820,276	105%
Local	42,957,976	42,885,411	100%	3,579,833	3,586,694	100%
Planning and other assistance grants:						
Federal - Other	20,199,968	15,823,130	78%	2,463,122	1,531,301	62%
State of Florida - Other	2,118,576	1,824,958	86%	193,556	210,820	109%
Local Matching - Other	-	5,036	N/A	-	170	N/A
Interest Income	75,000	32,427	43%	6,250	4,181	67%
Gain / (Loss) on Sale of Assets	-	65,694	N/A	-	2,369	N/A
Total Nonoperating Revenues	75,484,796	71,220,974	94%	7,087,201	6,217,561	88%
Total Revenues	128,577,991	122,468,702	95%	11,524,059	10,178,297	88%
OPERATING EXPENSES						
Salaries and Wages	42,920,487	41,196,970	96%	3,591,727	3,331,785	93%
Fringe Benefits	23,370,600	21,783,812	93%	1,947,015	1,734,711	89%
Purchased Transportation Services	21,190,430	21,576,200	102%	2,029,849	1,605,185	79%
Fuel	16,847,125	16,766,002	100%	1,354,054	1,396,775	103%
Other Materials and Supplies	7,436,393	6,823,256	92%	619,700	561,685	91%
Professional Services	5,917,108	2,254,788	38%	1,199,434	233,070	19%
Other Services	5,450,909	4,142,853	76%	441,412	274,489	62%
Lease and Miscellaneous Expenses	2,096,387	778,560	37%	85,937	47,488	55%
Casualty and Liability Insurance	1,852,888	1,875,096	101%	294,770	93,170	32%
Utilities	1,401,578	1,417,064	101%	116,798	122,018	104%
Taxes and Licenses	432,141	568,726	132%	36,012	50,983	142%
Interest Expense	78,101	72,079	92%	6,508	3,988	61%
Total Operating Expenses	128,994,147	119,255,406	92%	11,723,216	9,455,347	81%
OPERATING GAIN / (LOSS)	\$ (416,156)	\$ 3,213,296	N/A	\$ (199,157)	\$ 722,950	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2014 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2014
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 27,689,733	\$ 27,315,156	99%	\$ 2,307,478	\$ 2,275,963	99%
Contract Services:						
Local Financial Assistance	11,813,896	11,575,316	98%	996,916	984,984	99%
Other Contractual Services	-	90,637	N/A	-	2,273	N/A
Advertising	1,730,000	1,738,867	101%	144,167	144,389	100%
Other Operating Income	<u>417,099</u>	<u>361,064</u>	87%	<u>34,758</u>	<u>21,378</u>	62%
Total Operating Revenues	<u>41,650,728</u>	<u>41,081,040</u>	99%	<u>3,483,319</u>	<u>3,428,987</u>	98%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	741,000	741,000	100%	61,750	61,750	100%
State of Florida	9,392,276	9,843,318	105%	782,690	820,276	105%
Local	32,609,704	32,669,913	100%	2,717,477	2,735,403	101%
Planning and other assistance grants:						
Federal - Other	17,928,168	13,222,209	74%	2,273,805	1,007,721	44%
State of Florida - Other	2,118,576	1,824,958	86%	193,556	210,820	109%
Local Matching - Other	-	5,036	N/A	-	170	N/A
Interest Income	75,000	32,427	43%	6,250	4,181	67%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>65,694</u>	N/A	<u>-</u>	<u>2,369</u>	N/A
Total Nonoperating Revenues	<u>62,864,724</u>	<u>58,404,555</u>	93%	<u>6,035,528</u>	<u>4,842,690</u>	80%
Total Revenues	<u>104,515,452</u>	<u>99,485,595</u>	95%	<u>9,518,847</u>	<u>8,271,677</u>	87%
OPERATING EXPENSES						
Salaries and Wages	42,498,275	40,800,545	96%	3,555,622	3,303,968	93%
Fringe Benefits	23,101,614	21,526,701	93%	1,924,346	1,717,862	89%
Purchased Transportation Services	1,718,667	1,758,091	102%	407,202	172,004	42%
Fuel	13,420,986	13,437,588	100%	1,068,542	1,127,747	106%
Other Materials and Supplies	7,411,993	6,816,485	92%	617,667	558,343	90%
Professional Services	5,557,908	2,067,776	37%	1,169,501	231,035	20%
Other Services	5,228,223	3,857,278	74%	422,855	248,418	59%
Lease and Miscellaneous Expenses	2,084,688	774,984	37%	84,962	47,350	56%
Casualty and Liability Insurance	1,852,888	1,875,096	101%	294,770	93,170	32%
Utilities	1,341,799	1,375,671	103%	111,816	120,658	108%
Taxes and Licenses	382,674	516,379	135%	31,890	47,574	149%
Interest Expense	<u>78,101</u>	<u>72,079</u>	92%	<u>6,508</u>	<u>3,988</u>	61%
Total Operating Expenses	<u>104,677,816</u>	<u>94,878,673</u>	91%	<u>9,695,681</u>	<u>7,672,117</u>	79%
OPERATING GAIN / (LOSS)	<u>\$ (162,364)</u>	<u>\$ 4,606,922</u>	N/A	<u>\$ (176,834)</u>	<u>\$ 599,560</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2014 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2014
(UNAUDITED)

	Year to Date			Month of September		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 1,740,061	\$ 1,789,420	103%	\$ 145,005	\$ 144,871	100%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	9,702,406	8,377,268	86%	808,534	386,878	48%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>11,442,467</u>	<u>10,166,688</u>	89%	<u>953,539</u>	<u>531,749</u>	56%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	10,348,272	10,215,498	99%	862,356	851,291	99%
Planning and other assistance grants:						
Federal - Other	2,271,800	2,600,921	114%	189,317	523,580	277%
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>12,620,072</u>	<u>12,816,419</u>	102%	<u>1,051,673</u>	<u>1,374,871</u>	131%
 Total Revenues	<u>24,062,539</u>	<u>22,983,107</u>	96%	<u>2,005,212</u>	<u>1,906,620</u>	95%
OPERATING EXPENSES						
Salaries and Wages	422,212	396,425	94%	36,105	27,817	77%
Fringe Benefits	268,986	257,111	96%	22,669	16,849	74%
Purchased Transportation Services	19,471,763	19,818,109	102%	1,622,647	1,433,181	88%
Fuel	3,426,139	3,328,414	97%	285,512	269,028	94%
Other Materials and Supplies	24,400	6,771	28%	2,033	3,342	164%
Professional Services	359,200	187,012	52%	29,933	2,035	7%
Other Services	222,686	285,575	128%	18,557	26,071	140%
Lease and Miscellaneous Expenses	11,699	3,576	31%	975	138	14%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	59,779	41,393	69%	4,982	1,360	27%
Taxes and Licenses	49,467	52,347	106%	4,122	3,409	83%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>24,316,331</u>	<u>24,376,733</u>	100%	<u>2,027,535</u>	<u>1,783,230</u>	88%
OPERATING GAIN / (LOSS)	<u>\$ (253,792)</u>	<u>\$ (1,393,626)</u>	N/A	<u>\$ (22,323)</u>	<u>\$ 123,390</u>	N/A

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

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6019

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

Date: 11/13/2014

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

Project Activities – On-going Activities:

Fare Collection Equipment:

The contractor continues to work to resolve the issues associated with the fare card media. A revised project plan was provided at the meeting held on October 14, 2014 reflecting a projected “LYNX Go Live” date of April 6, 2015. Several travel and transfer scenarios will be pilot tested via the media cards. Currently, the testing schedule is as follows:

10/21/14 - 10/24/14 Germantown OSMP/MDT DEV & Testing

11/04/14 - 11/07/14 Orlando TVM Testing w/ Atlas Confirm

11/17/14 - 11/21/14 Germantown Pre-Pilot Testing

12/13/14 - 12/19/14 Orlando Pilot Testing (Xerox Internal) /LYNX Staff Atlas Training

Monthly Report C: Ridership Report

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
JAMES RODRIGUEZ
(Technical Contact)
OLANREWAJU ADELEKAN
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - September 2014 (Final)

Date: 11/13/2014

September 2014 HIGHLIGHTS

RIDERSHIP

- Total system-wide ridership in September increased by 105,280. This represents an increase of 4.28%. At the end of FY2014, total system-wide ridership increased by 295,925. This represents a cumulative growth of 1% over the previous fiscal year.

ADDED ROUTES

The following new Links were added in April 2014

- **FastLink 418** – Florida Mall/ Meadow Woods/Medical City
- **Link 505** – Longwood SunRail
- **Link 62** – Lymmo (Grapefruit)
- **NeighborLink 651** – Goldsboro NeighborLink

REALIGNMENT

- LYNX readjusted services on 19 existing routes to provide feeder bus service to 9 SunRail Stations. These 19 routes represent 25% of LYNX entire route structure.
- LYNX Central Station connects SunRail with 34 routes in the LYNX system.

OTHER REALIGNMENT

On April 13, 2014, Link 41 was split into two routes:

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

NEW SERVICE MODE

On May 1, 2014 LYNX added an Express Coach Bus Service

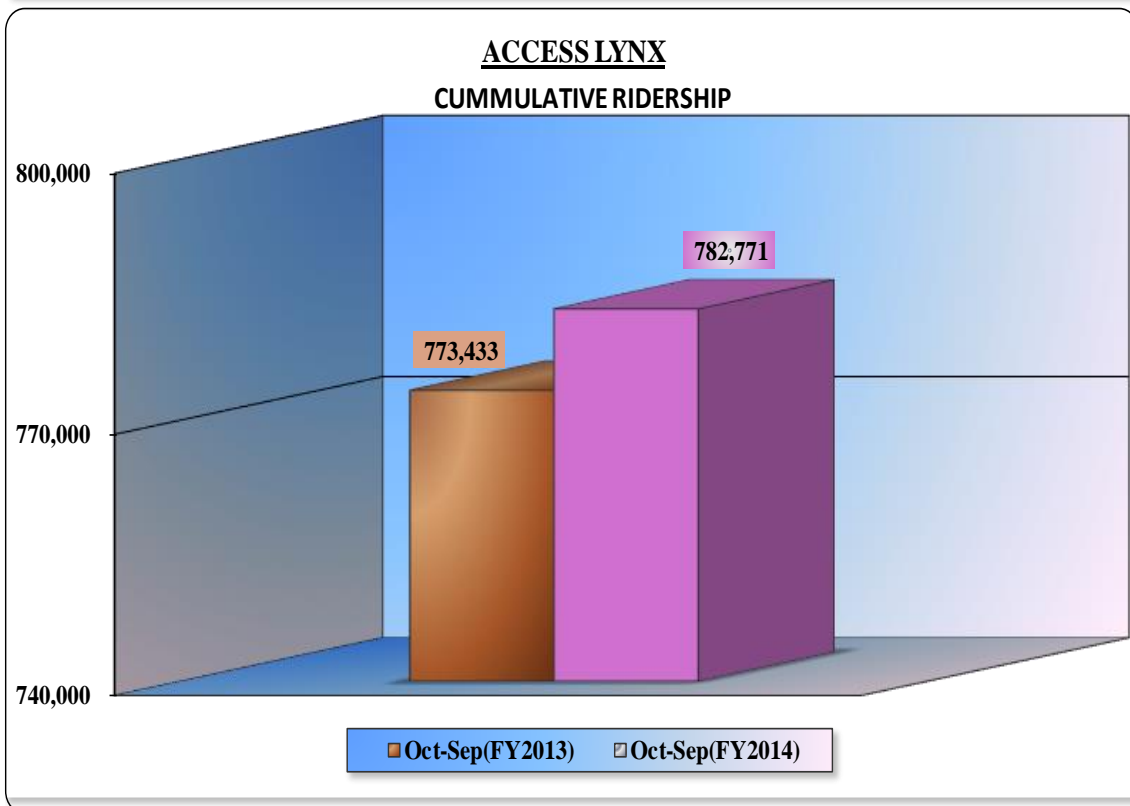
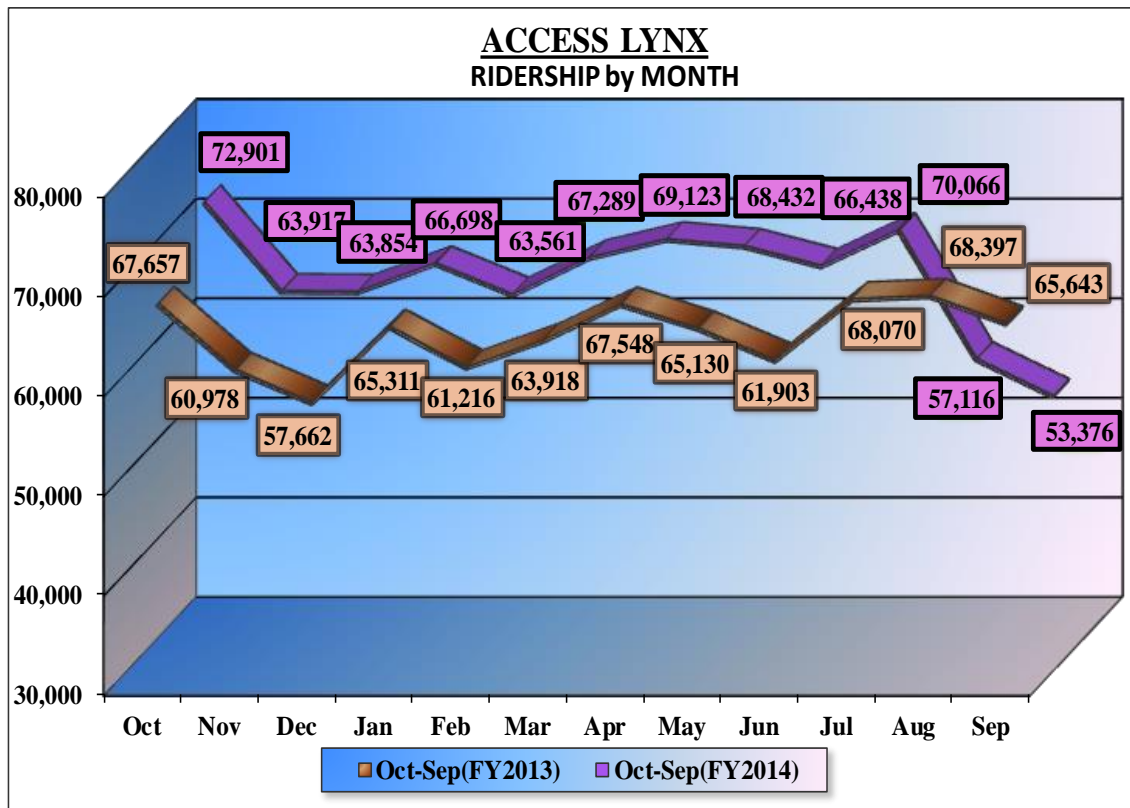
- **Xpress Link 208** – Downtown Kissimmee Express

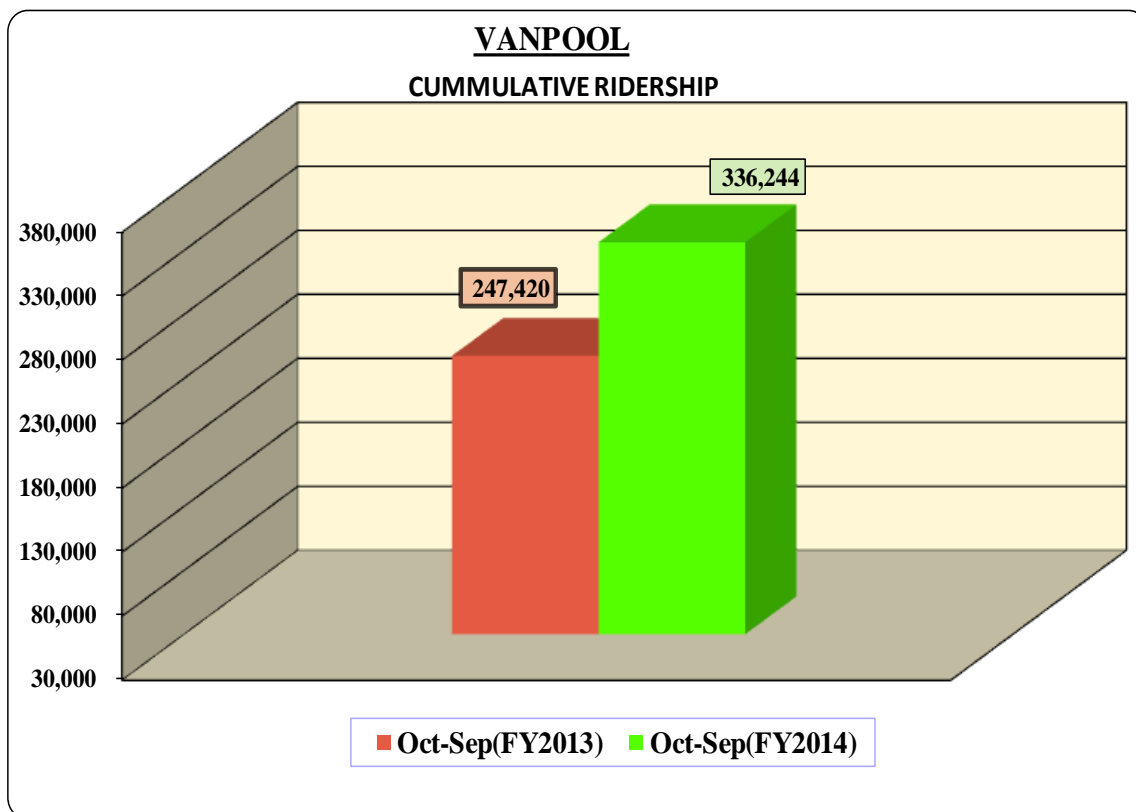
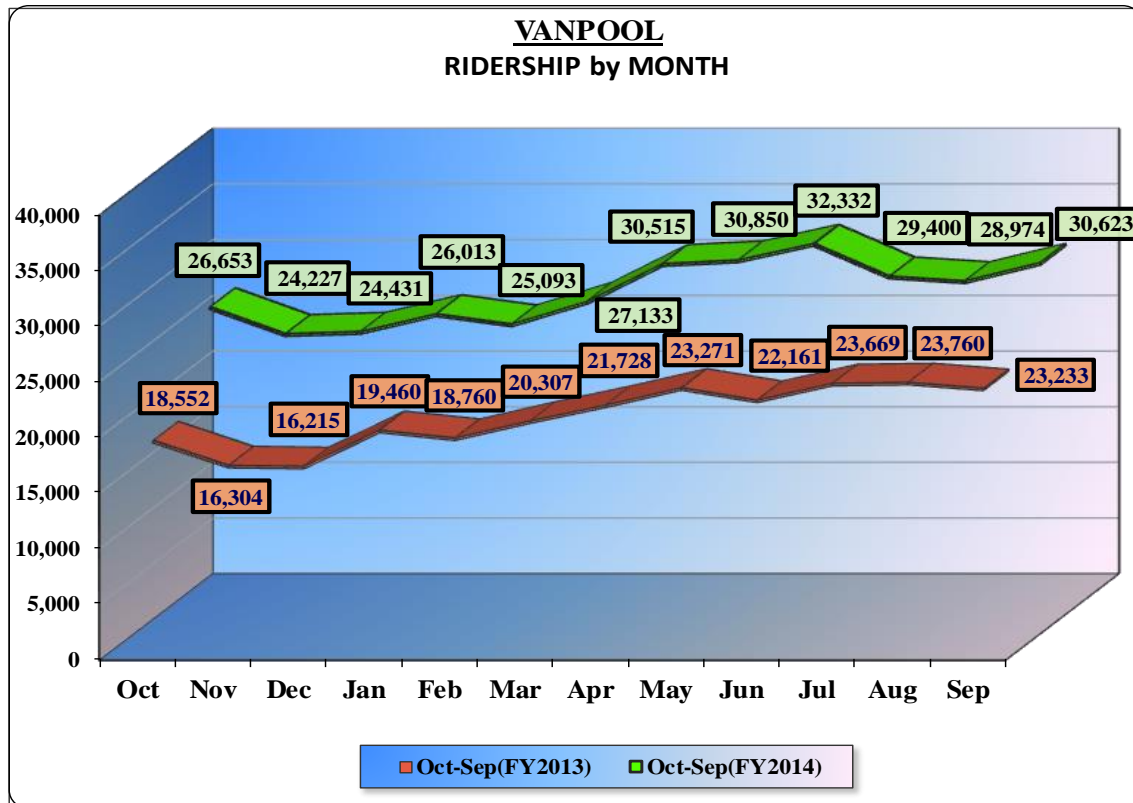
Year to date (October – September)

<i>Service Mode</i>	<i>Oct-Sep(FY2013)</i>	<i>Oct-Sep(FY2014)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	844,514	881,583	4.39%
LYMMO (GRAPEFRUIT LINE)	-	161,765	N/A
Fixed Route	27,832,043	27,798,711	-0.12%
NeighborLink	145,129	165,508	14.04%
SUBTOTAL - FIXED ROUTE	28,821,686	29,007,567	0.64%
Special Shuttles	14,591	23,391	N/A
CBPT (Link 208)	-	2,968	N/A
ACCESS LYNX	773,433	782,771	1.21%
VanPool	247,420	336,244	35.90%
SUBTOTAL - OTHER SERVICES	1,035,444	1,145,374	10.62%
TOTAL ALL SERVICES	29,857,130	30,152,941	0.99%

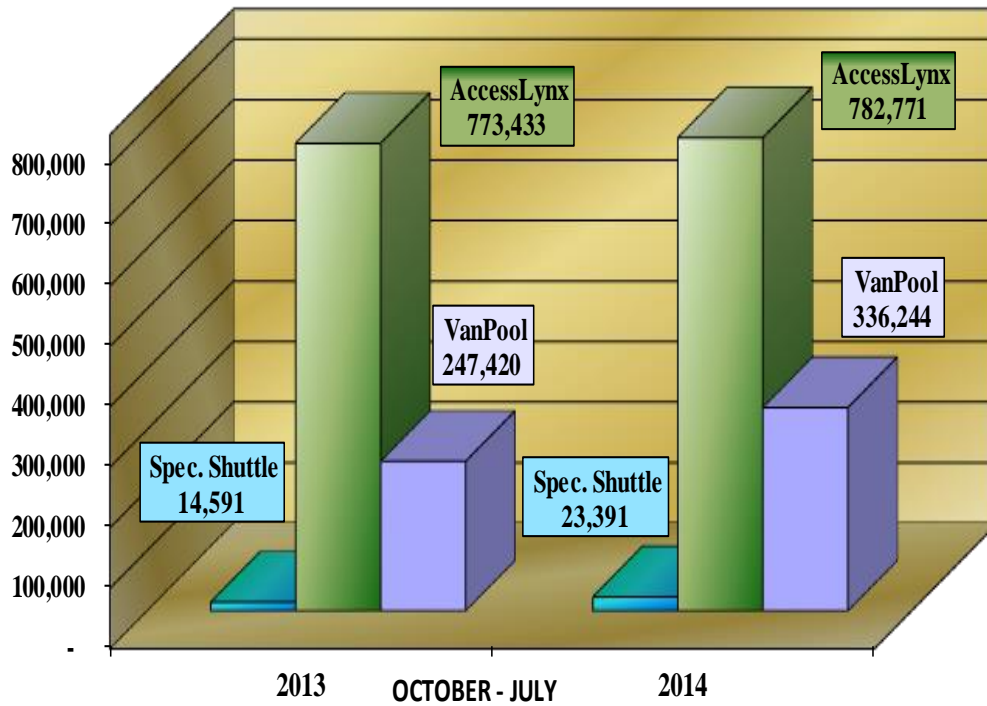
Average Daily Ridership by Mode

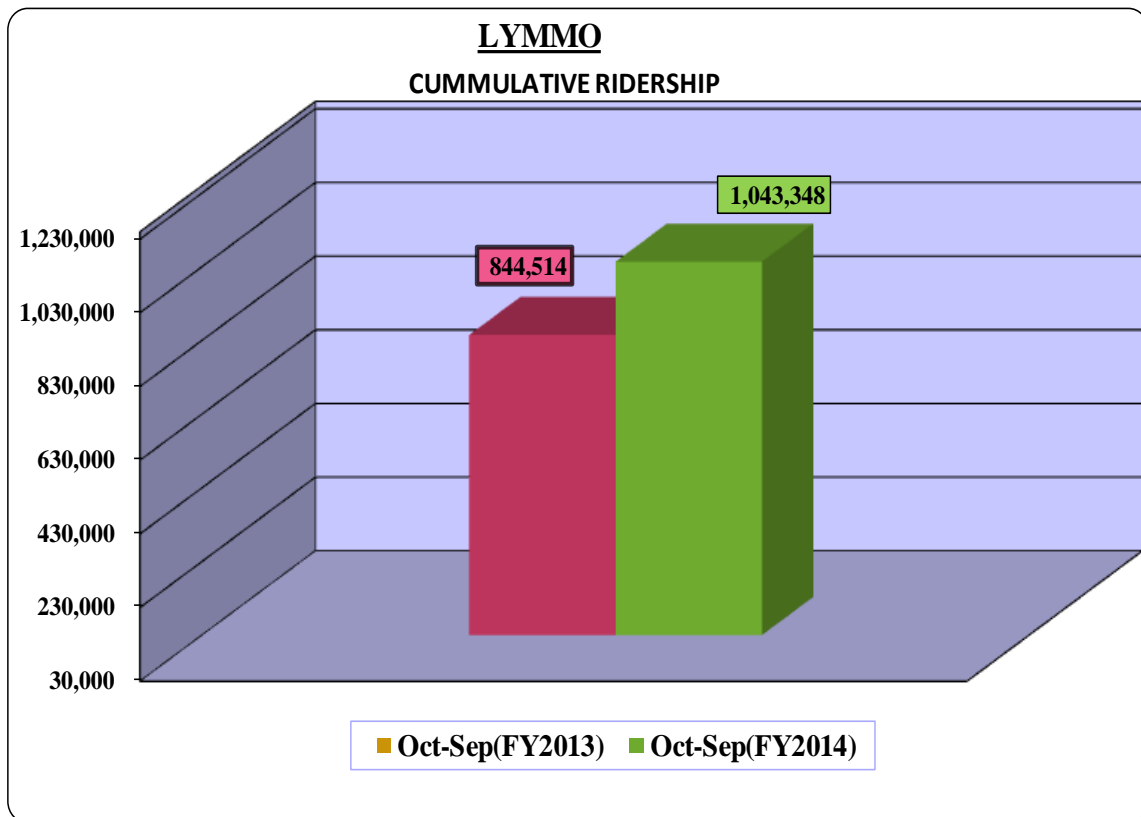
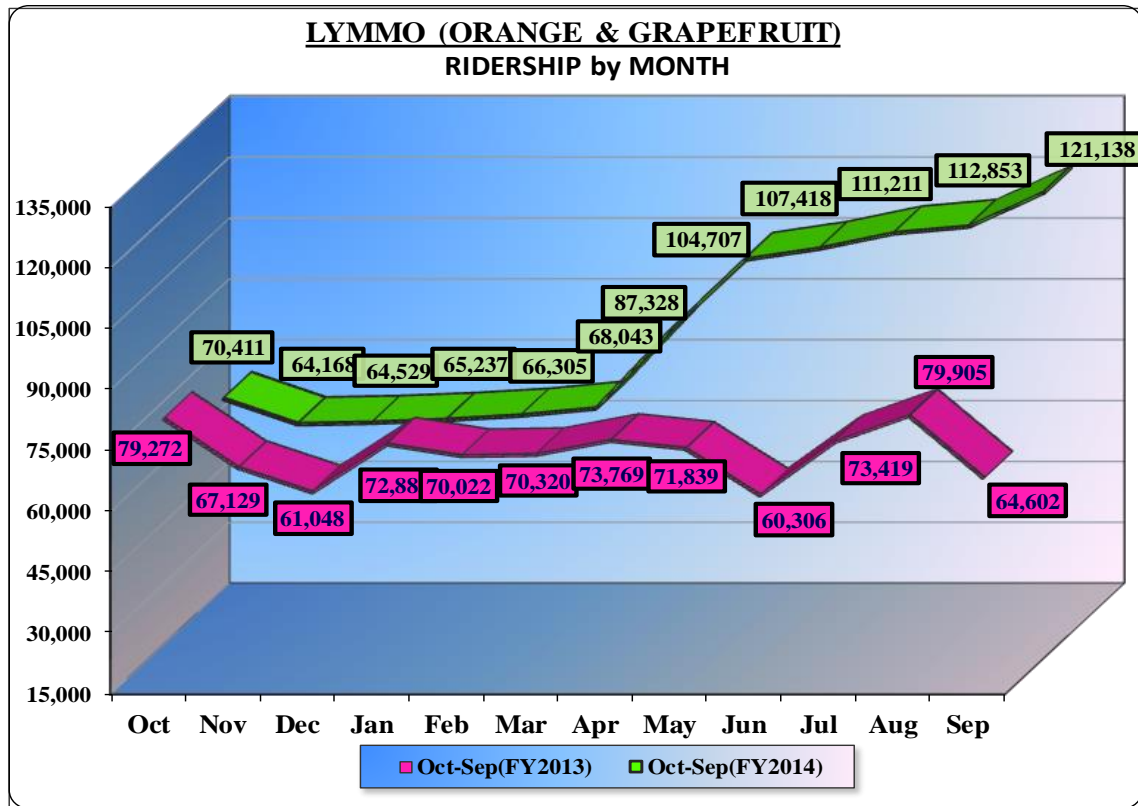
<i>Service Mode</i>	<i>Day</i>	<i>September-13</i>	<i>September-14</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,731	3,392	24.21%
	Saturday	960	1,299	35.34%
	Sunday	684	1,257	83.91%
LYMMO (GRAPEFRUIT LINE)	Weekday	-	1,433	N/A
	Saturday	-	864	N/A
	Sunday	-	976	N/A
All Other Links	Weekday	85,614	121,397	41.80%
	Saturday	57,494	59,809	4.03%
	Sunday	34,910	37,524	7.49%
Total Fixed Route	Weekday	88,345	126,222	42.87%
	Saturday	58,454	61,973	6.02%
	Sunday	35,594	39,758	11.70%
CBPT (Link 208)	Weekday	-	36	N/A
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	2,765	2,148	-22.31%
	Saturday	1,126	938	-16.71%
	Sunday	468	512	9.41%
NeighborLink	Weekday	554	571	3.13%
	Saturday	346	408	18.00%
VanPool	Weekday	1,046	1,298	24.15%
	Saturday	286	299	4.55%
	Sunday	294	259	-11.75%
TOTAL LYNX SERVICES	Weekday	92,710	130,240	40.48%
	Saturday	60,212	63,618	5.66%
	Sunday	36,356	40,529	11.48%

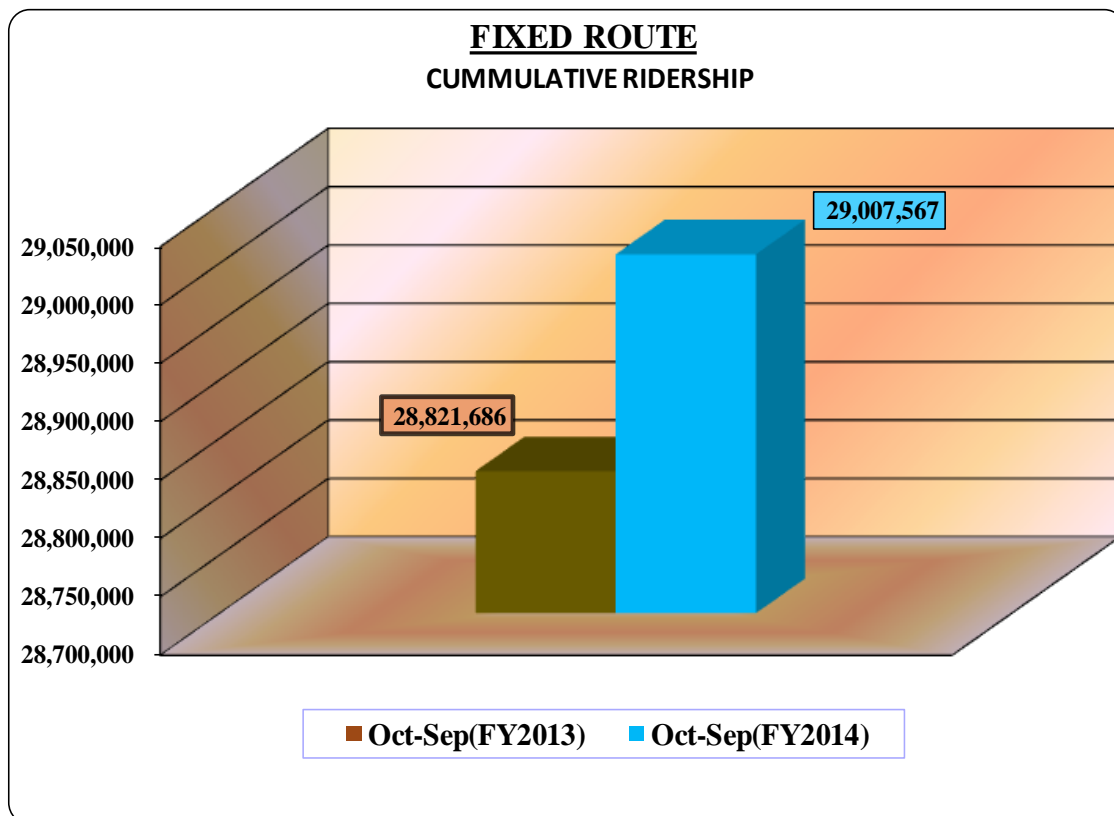
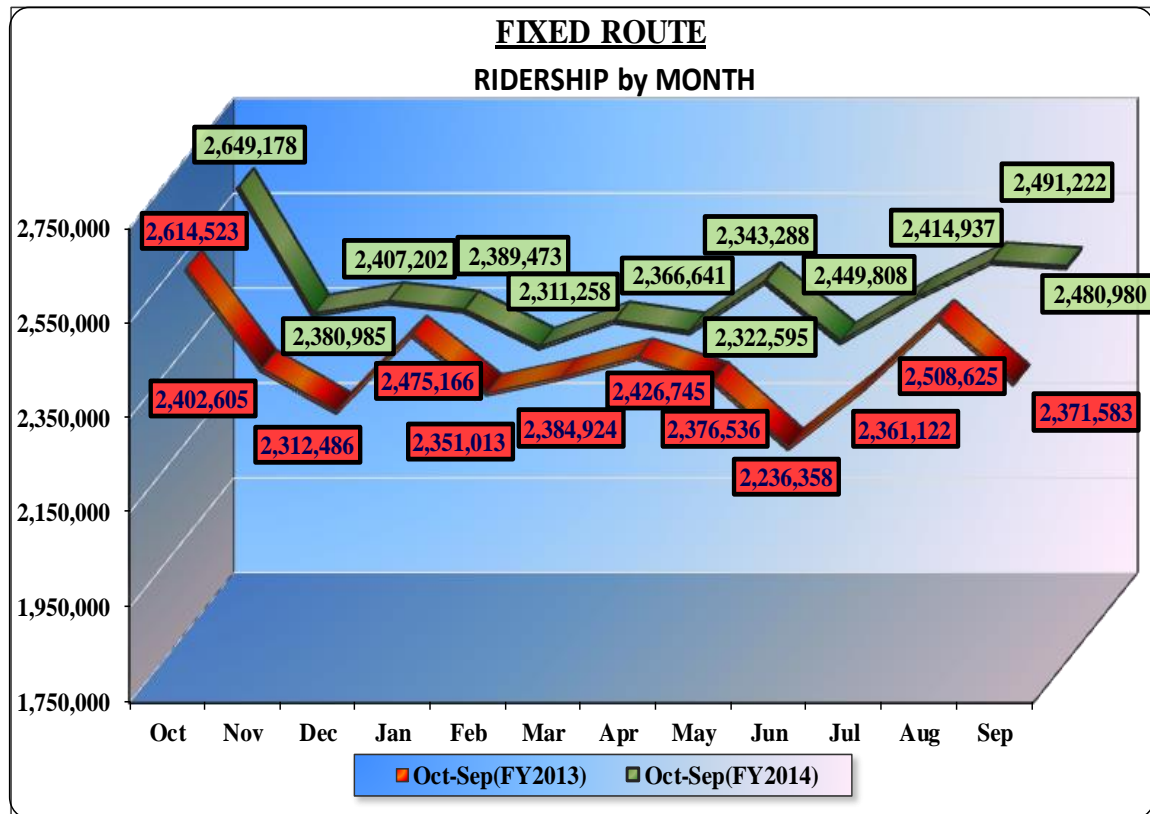




SPECIAL SHUTTLE, ACCESSLYNX, & VANPOOL







LYNX Monthly Ridership by Mode

Fiscal Year 2014													
<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	82,252	80,116	82,708	881,583
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	11,442	24,668	25,529	28,959	32,737	38,430	161,765
Fixed Route	2,564,514	2,304,241	2,330,309	2,311,069	2,231,834	2,286,001	2,241,944	2,331,162	2,201,845	2,288,736	2,362,742	2,344,314	27,798,711
NeighborLink	14,253	12,576	12,364	13,167	13,119	12,597	14,016	13,939	13,332	14,990	15,627	15,528	165,508
SUBTOTAL - FIXED ROUTE	2,649,178	2,380,985	2,407,202	2,389,473	2,311,258	2,366,641	2,343,288	2,449,808	2,322,595	2,414,937	2,491,222	2,480,980	29,007,567
Special Shuttles	223	1,139	9,318	7,238	990	242	1,234	1,359	377	1,204	20	47	23,391
CBPT (Link 208)	-	-	-	-	-	-	-	425	528	643	613	759	2,968
ACCESS LYNX	72,901	63,917	63,854	66,698	63,561	67,289	69,123	68,432	66,438	70,066	57,116	53,376	782,771
VanPool	26,653	24,227	24,431	26,013	25,093	27,133	30,515	30,850	32,332	29,400	28,974	30,623	336,244
SUBTOTAL - OTHER SERVICES	99,777	89,283	97,603	99,949	89,644	94,664	100,872	101,066	99,675	101,313	86,723	84,805	1,145,374
TOTAL ALL SERVICES	2,748,955	2,470,268	2,504,805	2,489,422	2,400,902	2,461,305	2,444,160	2,550,874	2,422,270	2,516,250	2,577,945	2,565,785	30,152,941
% Change From Fiscal Year 2013 To Fiscal Year 2014													
<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)	-11.18%	-4.41%	5.70%	-10.49%	-5.31%	-3.24%	2.87%	11.41%	35.79%	12.03%	0.26%	28.03%	4.39%
LYMMO (GRAPEFRUIT LINE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Route	1.66%	-0.85%	3.99%	-3.32%	-1.66%	-0.72%	-4.20%	1.69%	1.73%	0.59%	-2.17%	2.17%	-0.12%
NeighborLink	12.96%	9.71%	17.01%	11.04%	14.83%	3.89%	10.74%	13.88%	14.95%	19.88%	14.82%	24.58%	14.04%
SUBTOTAL - FIXED ROUTE	1.33%	-0.90%	4.10%	-3.46%	-1.69%	-0.77%	-3.44%	3.08%	3.86%	2.28%	-0.69%	4.61%	0.64%
Special Shuttles	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CBPT (Link 208)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ACCESS LYNX	7.75%	4.82%	10.74%	2.12%	3.83%	5.27%	2.33%	5.07%	7.33%	2.93%	-16.49%	-18.69%	1.21%
VanPool	43.67%	48.60%	50.67%	33.67%	33.76%	33.61%	40.44%	32.57%	45.90%	24.21%	21.94%	31.81%	35.90%
SUBTOTAL - OTHER SERVICES	15.67%	15.45%	28.92%	10.96%	10.57%	12.21%	12.16%	12.14%	18.57%	6.22%	-5.94%	-4.63%	10.62%
TOTAL ALL SERVICES	1.78%	-0.39%	4.88%	-2.96%	-1.28%	-0.32%	-2.88%	3.41%	4.39%	2.43%	-0.88%	4.28%	0.99%
Fiscal Year 2013													
<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
CBPT (Link 208)	-	-	-	-	-	-	-	-	-	-	-	-	-
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
VanPool	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
TOTAL ALL SERVICES	2,700,782	2,479,939	2,388,197	2,565,244	2,432,087	2,469,288	2,516,682	2,466,662	2,320,422	2,456,499	2,600,823	2,460,505	29,857,130

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 D: Planning and Development Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Carleen Flynn
(Technical Contact)
Stanimira Bourova
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning & Development Report

Date: 11/13/2014

STRATEGIC PLANNING:

STATE ROAD 50/UCF CONNECTOR CORRIDOR STUDY

Work continued on the analysis of the project alternatives under the operating scenario developed by the project team that included efficiencies of the existing SR 50 local bus service (Links 28, 29, 48, 49, 104 & 105). The selected local bus operating scenario and the alternatives were used as inputs to the regional travel demand model to determine regional level ridership forecasts. In addition the “data driven” model (which consists of ridership survey data), was calibrated for the SR 50 corridor. Using this calibrated model, one of the alternatives was run using the local bus operating scenario. Forecast results from the regional planning model will be used to generate the data driven model forecasts. In addition the project team completed the Tier 2 Evaluation Matrix, and is working on the estimates for construction and operations/maintenance costs of the alternatives.

The project team will undertake a robust stakeholder outreach effort to explain the results of the alternatives analysis, including a sixth PAWG meeting in October, a presentation to the LYNX Oversight Committee and Regional Working Group in November, a management briefing with FDOT District 5 in November, and participating in a series of community events to draw public input on the final alternatives.

OTHER STUDIES

LYNX Planning and Development Staff are actively participating in the following studies being completed by other agencies:

U.S. 441 Corridor Study (Alternatives Analysis)
OIA Refresh Study
SR 436 Corridor Planning Study - U.S. 17-92 to Wilshire Blvd.
South Orange Avenue Corridor Planning Study
John Young Parkway Widening Project (Design)
U.S. 17-92 PD&E Study - Poinciana Blvd to CR 535

SUNRAIL COORDINATION

LYNX has been evaluating the SunRail Phase 2 South Feeder Bus Plan submitted by the Florida Department of Transportation as well as coordinating on the existing feeder bus plan to ensure adequate coverage of each station. LYNX received a letter from the Department requesting the removal of LINK 505 which serves Winter Springs from the Longwood Station. The Service Planning Division is now processing this request for the December service change.

SERVICE PLANNING:

Service Planning Division activities during this period have been primarily devoted to initiating the December 2014 service change. Activities have included proofing data going into schedules and customer information materials, assisting in the operator bid review, developing work orders for bus stop changes, and working with Maintenance Division to program the destination sign and Talking Bus functions. Input was solicited from the Regional Working Group, the Service Efficiency Review Committee (SERC), the Running Time Committee, reviews of customer concerns, 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 of three workshops and three public hearings. An interdepartmental calendar is used to manage the service change by identifying critical items in the process and when they need to occur.

Service Planning has been working with the LYNX GIS section to update and validate the bus stop attribute inventory for the entire LYNX system. Other activities have included working with Finance and IT on improved farebox reporting, developing proposals for express service to Valencia College campuses, and developing the LYMMO Grapefruit line for special event service to the Citrus Bowl.

GRANTS:

LYNX staff and project consultants reviewed the activities of three other agencies with similar Veterans Transportation Community Living Initiative (VTCLI) projects as case studies and to find best practices for system development, implementation, and management. With this information, staff and project consultants presented the project status to the LYNX senior staff to gain their input on how best to proceed with the system development. The project will continue to move forward with a new LYNX internal team to help provide input regarding the system

requirements and the high-level design of the one-call/one-click system. LYNX staff and project consultants will also reach out to the external partners to begin the system requirements development from their agencies' and clients' perspectives.

Grants completed quarterly and fiscal year reports, meeting all deadlines and close-out requirements. Staff continues to support project and contract administration activities impacting grants eligibility and compliance.

LYNX competed for grant funding under the Federal Transit Administration's (FTA) Ladders of Opportunity Program and successfully received an award in the total amount of \$9,390,860 (nearly 10% of the overall \$100M awarded by the FTA) for two of three projects submitted: 1) Pine Hills Superstop, and 2) purchase of up to ten replacement CNG articulated buses. FTA's Ladders of Opportunity Initiative proved to be one of the most sought after discretionary grant programs in FTA's history. LYNX is one of 25 awarded agencies from 282 grant applicants. FTA received 446 project proposals from 282 applicants requesting a total of approximately \$1.4 billion—14 times the available funding.

GEOGRAPHIC INFORMATION SYSTEMS:

LYNX Service Planning, Engineering and GIS staff are working together on updating the bus stops and bus shelters data in the VUEWorks Asset Management system for the changes in August and December 2014. GIS staff is working on descriptive documentation and detailed Standard Operation Procedures for the stop collection, data update, and data quality assurance processes and will update the VUEWorks Asset Management work order forms and the reports accordingly.

LYNX GIS staff updated the fixed service route network in the GIS database consistent with the August bid and planned changes in December 2014. GIS staff has completed analysis of the proposed service for the route length by jurisdiction. LYNX GIS Title VI officer and Service Planning are updating and evaluating the Standard Operation Procedures for Title VI change evaluation under LYNX' Title VI policy. This SOP includes the standard reporting module in FDOT's Transit Boarding Estimation and Simulation Tool (TBEST) and the Census demographic data.

The LYNX System Map, accessible from the GoLYNX website, has been updated with current GIS data. Additional interactive maps are accessible for LYNX employees from the InLYNX GIS Services page. The ArcGIS online web maps and applications are accessible from desktop computers and mobile devices (i.e. phones and tablets) with internet connectivity.

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

Monthly Report E: Communications Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report

Date: 11/13/2014

Discover Osceola Event

LYNX attended Discover Osceola at Osceola Heritage Park on September 18 to provide transportation information and IDs. The LYNX staff talked to more than 400 people who stopped by the table and provided 25 IDs. The event was very well attended and a great way for LYNX to reach current and future riders in Osceola County.

Mayor Dyer's Senior Summit

On October 15, LYNX attended Mayor Dyer's Senior Summit on Mobility at the Beardall Senior Center. LYNX staff issued __ senior IDs for attendees. An ACCESS LYNX representative was also present to assist guests with questions.

September – October 2014

Press Releases | Media Notes

- Sept. 24 LYNX to Receive \$9.39 Million Federal Transit Administration Grant.
- Oct. 9 LYNX to Hold Public Hearings and Workshops for December Service Proposal.

Stories

- Sept. 4 WKMG/News Channel 6: Man struck, killed by SunRail in Sanford. SunRail working with LYNX to make sure service continues for riders.
- Sept. 10 Orlando Sentinel: FDOT bringing U.S. 441 corridor to study Lake County.
- Sept. 12 WKMG/News Channel 6: Mechanical issue causes SunRail train delays, LYNX had a bus bridge running during the cancellation.
- Sept. 14 Sunrailriders.com: SunRail needs a better boss. Central Florida's LYNX public bus system should be running SunRail.
- Sept. 22 The SunSentinel and News Channel 13: LYNX to get \$9.3 million grant.
- Sept. 23 Orlando Business Journal: Orlando Business Journal is pleased to announce 30 honorees for its first CEO of the Year awards, John Lewis, LYNX.
- Sept. 24 News Channel 13: LYNX gets \$9.3M from government, plans for "SuperStop".
- Sept. 25 News Channel 13: Passenger trains could connect Lake to Orlando, 3 meetings next week.
- Oct. 7 Orlando Sentinel: LYNX plans to switch to natural gas buses.

Social Media

- Sept. 1 Happy Labor Day.
LYNX will be operating a holiday schedule today.
- Sept. 2 Normal service resumes today.
Response to route question.
- Sept. 3 LYMMO Grapefruit line.
Response to customer question about funding.
- Sept. 4 Throwback Thursday.
Thanked customer for sharing a LYNX bus photos.
- Sept. 5 Some call it a slinky bus, accordion bus, wiggle bus, etc. Have you ever been inside a LYNX articulated bus.
- Sept. 6 Happy Saturday Central Florida – need a ride?
- Sept. 8 Hope your Monday is off to a great start! Have a wonderful day!
- Sept. 9 How to read a LYNX brochure video.
Bus stop relocation on Orange Ave. and King St.
Response to customer route question.
Response to customer complaints.
- Sept. 10 LYNX is recognized as one of the Best Workplaces for Commuters.
Service Alert: bus stop on Orange Blossom Tr. and Church St. will not be accessible due to construction.
Response to route question.
- Sept. 11 Today we honor the memory of the fallen.
Response to customer complaint.
- Sept. 12 Updated cover photo.

LYNX Board Agenda

- LYNX Central Station terminal window is open daily.
- Service Alert: due to road construction Link 56 will be detoured.
- Sept. 14 Road Rangers are out all weekend to help if you need them.
- Sept. 15 It's the start of a new week and a beautiful day in Orlando.
Response to customer comment about executive staff riding our transit system.
Orlando Brand Madness – vote for LYNX.
Response to job inquiry for bus operator position.
- Sept. 16 Youth and AdvantAge discounts.
Service Alert: detour on Church St. due to road construction.
- Sept. 17 Check out our new LYMMO bus wrap.
Service Alert: due to Miracle Miles, Central Blvd. will be closed.
- Sept. 18 Thanked customers for their engagement on a trivia question.
Throwback Thursday: classic phantom buses at the old Citrus Bowl.
Service Alert: detour on Robinson St. due to Ciclovía event.
- Sept. 19 There's a lot going on in downtown Orlando – don't forget LYMMO provides free rides. It's also a great way to avoid traffic.
Response to customer concern about a bus shelter – shared details with Engineering/Construction.
- Sept. 20 Lost and found open every 3rd Saturday of the month.
- Sept. 21 It's a beautiful day to take a stroll around Lake Eola Park.
- Sept. 22 Good morning from LYNX Operations Center.
WebACCES for ACCESSLYNX is currently down.
Response to customer complaint about a bus operator.
- Sept. 23 Happy 1st day of Autumn.
- Sept. 24 LYNX to receive \$9.39 million federal grant.
Response to comments about FTA grant.
- Sept. 25 Throwback Thursday: old LYNX Central Station.
- Sept. 26 Happy Friday from Dr. Phillips new center for the Performing Arts.
Public meeting about US 441 corridor study at LYNX Central Station.
- Sept. 27 It looks like clear blue skies this morning. Enjoy it while you can!
- Sept. 29 Happy national coffee day.
- Sept. 30 December proposed service changes are coming soon. Stay tuned for details.
Update: WebACCESS is now working. Thank you for your patience.
- Oct. 1 We have new LYMMO wraps. Which one do you like more?
- Oct. 2 Throwback: Does anyone remember the old name for the Road Rangers.
- Oct. 3 Throwback Thursday answer: Highway Helpers.
The information Center at LYNX Central Station has a new look.
Thanked customer for positive feedback.
Response to customer question about the clock at the information center.
- Oct. 6 View from the top of LYNX Central Station.
Thanked customer for sharing a photo of LYNX Central Station.
- Oct. 7 Going to a Magic game? LYMMO can get you there!
Response to customer about a trash can installation request at a bus stop.
- Oct. 8 International walk to school day.

LYNX Board Agenda

Follow up with customer about trash can installation request.

Response to customer about weekend detour.

Response to customer complaint about Link 8 – shared comments with service planning and customer service.

- Oct. 9 Throwback Thursday: ACCESS LYNX was known as A+ Link. What year was the photo taken?

December 14 proposed service changes.

- Oct. 10 Columbus day holiday schedule

Service Alert: Robinson St. road closure due to Come out with Pride event.

Throwback answer: Photo taken in the 1990's.

Response to customer question about pass purchases.

- Oct. 11 Have a great weekend!

- Oct. 13 Happy Columbus Day!

Response to customer complaint. Forwarded details to customer service.

Response to customer question about a road closure.

Response to customer complaint in Spanish.

Thanked customer for positive feedback about a bus operator.

Response to customer complaint about Link 21.

Response to customer complaint – referred to customer service.

Response to customer question about Link 21 Dec. service change.

Response to customer question about a service alert for Link 56.

- Oct. 14 December 14 service changes.

Thanked customer for feedback about Link 38 and shared with Service Planning for future consideration.

Response to customer feedback about Link 55 and shared with Service Planning for future consideration.

Response to route question.

- Oct. 15 Response to question about Link 55 proposed service change.

LYNX will be at Beardall Senior Center.

Thanked customer for feedback and shared with Service Planning for future consideration.

- Oct. 16 Orlando City Soccer groundbreaking.

Service Alert: Walk to end Alzheimer.

- Oct. 17 Photo: view from the rear of an articulated bus.

- Oct. 18 Shared LYNX video – how to use a bike rack.

- Oct. 20 Proposed bay map for Dec. service changes.

Response to customer feedback and shared with Service Planning.

- Oct. 21 It's lunchtime! Escape with LYNX and we'll get you eating in no time!

Response to customer complaint about Link 37 bus route – shared comments with Transportation and customer service.

Provided customer with route information.

Response to customer complaint – shared with customer service and transportation.

Thanked customer for positive feedback.

- Oct. 22 Provided customer route information and encouraged to visit golynx.com.

Photo of happy customer.

LYNX Board Agenda

- Oct. 23 Throwback Thursday: photo of LYNX Central Station construction.
Service Alert: Buena Vista Dr. detour.
Response to customer who lost an item on the bus – provided lost and found contact information.
- Oct. 24 Changed cover photo.
LYNXAPALOOZA 10-year anniversary.
Response to customer complaint about a bus shelter – shared comment with Engineering/Construction.
- Oct. 25 LYNX job openings.
How to pay a bus fare on a LYNX bus.
- Oct. 26 LYNX paw print etched at several bus stops.
- Oct. 27 Anyone riding LYNX today? Tell us your favorite station! Here's ours: LYNX Central Station.

SOCIAL MEDIA USAGE	SEPTEMBER 2014	OCTOBER 1-25, 2014
Facebook Likes	2,377	2,385
Facebook – No. of People Reached	26,517	25,089
Twitter Followers	1,516	1,587

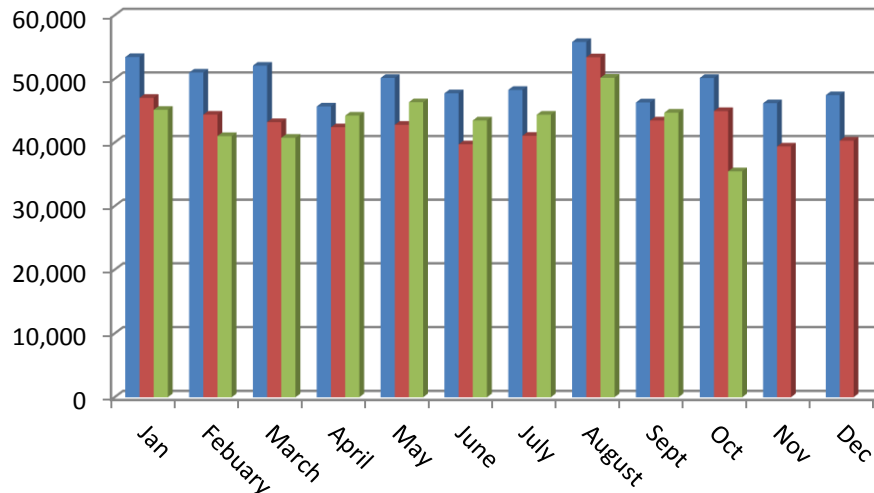
WEBSITE USAGE	SEPTEMBER 2014	OCTOBER 1-25, 2014
Total Page Views	294,390	638,638
Total User Visits	82,372	75,380

Customer Service

All reports shown below reflect data from Oct. 1 - 25, 2014.

Fixed Route Calls

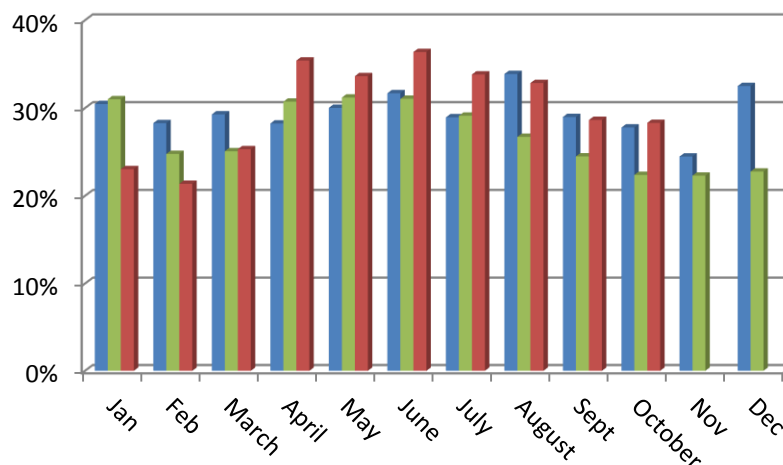
■ 2012 ■ 2013 ■ 2014



	2012	2013	2014
September	46,289	43,457	44,685
October 1-25	50,130	44,929	35,463

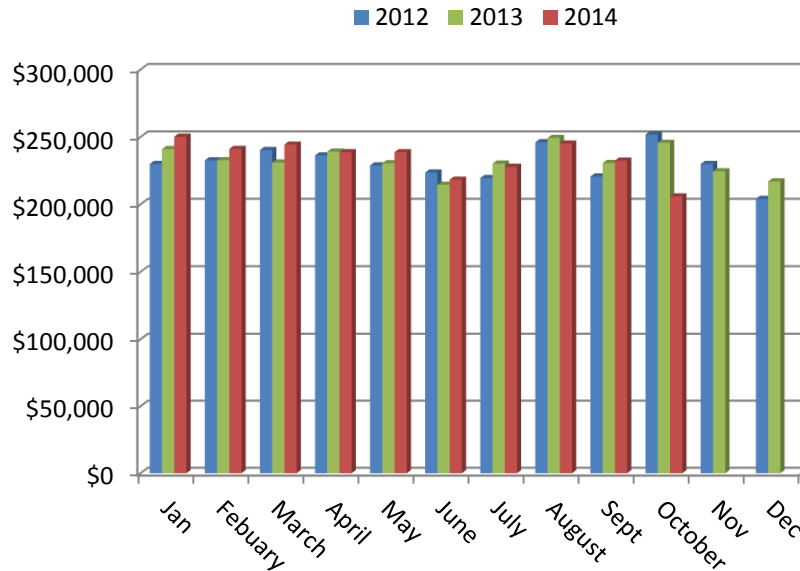
Lost & Found Percentage of Recovered

■ 2012 ■ 2013 ■ 2014



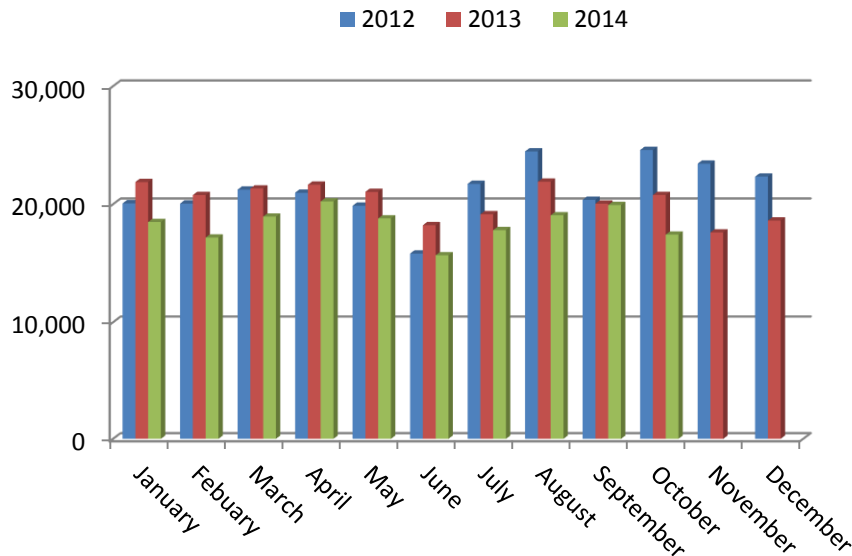
	2012	2013	2014
September	28.98%	24.49%	28.64%
October 1-25	27.78%	22.38%	28.31%

Fare Media Sales at LCS



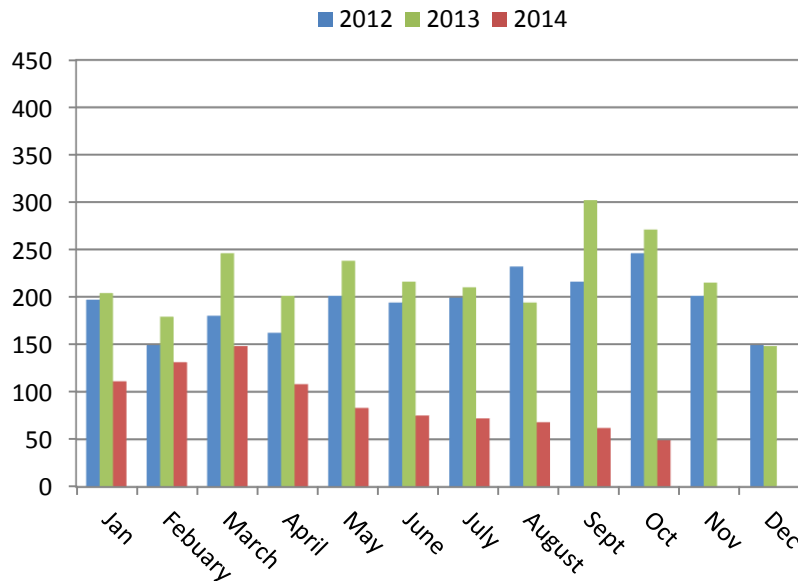
	2012	2013	2014
September	220,633	230,645	232,440
October 1-25	251,833	245,668	205,922

Customers Served at LCS



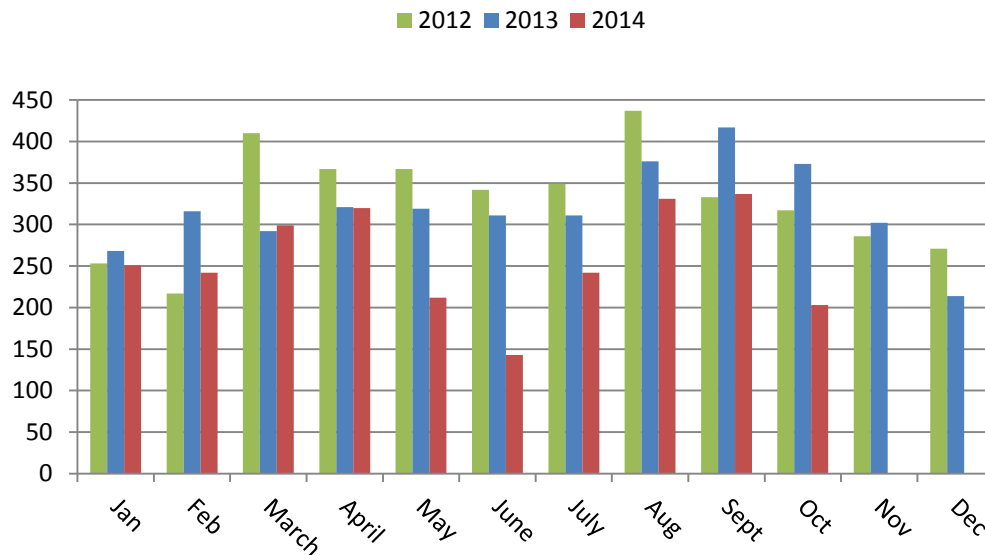
	2012	2013	2014
September	20,377	20,051	19,935
October 1-25	24,599	20,786	17,428

Paratransit Concerns



	2012	2013	2014
September	216	302	62
October 1-25	246	271	49

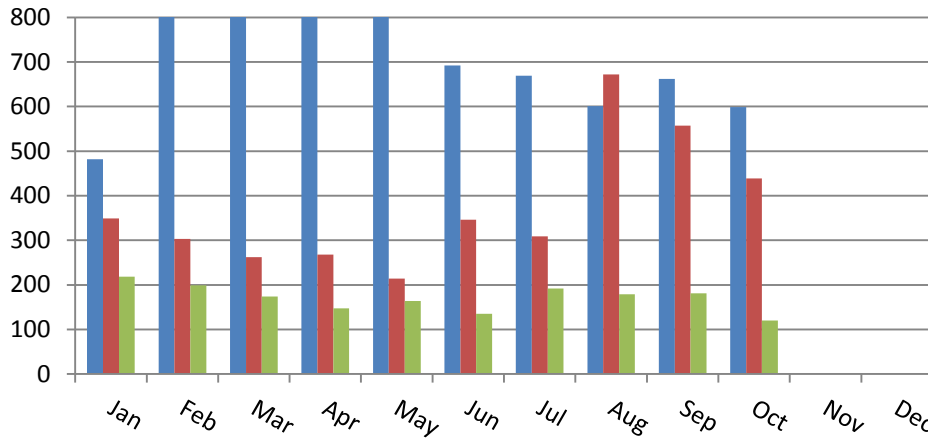
Fixed Route Concerns



	2012	2013	2014
September	333	417	337
October 1-25	317	373	203

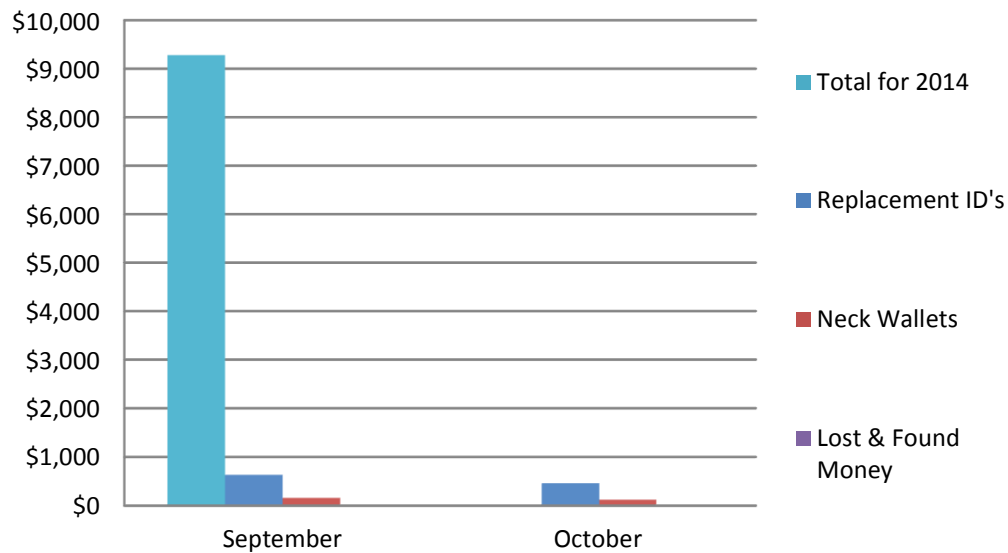
ID's Issued in 2014

Advantage Youth Replacement



	Advantage	Youth	Replacement
September	662	557	181
October 1-25	599	439	120

Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
September	\$633.00	\$160.00	\$0.00
October 1-25	\$460.00	\$122.00	\$0.00

Monthly Report F: 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: 11/13/2014

FTA Leaders of Opportunity Grant Award:

In September, the U.S. Department of Transportation announced that LYNX was awarded \$9,390,860 for a Federal Transit Administration (FTA) Ladders of Opportunity grant. The money will be used to replace diesel buses with new compressed natural gas vehicles and to construct the Pine Hills SuperStop. LYNX's award was nearly 10 percent of \$100 million in available grant funds and the third largest of the 24 awards made in the country.

The Political Situation

November 4 is election day. By all reports, the Republicans will likely win enough seats to take control of the Senate, and will add to their majority in the House. For the next two years, President Obama will face a Congress completely controlled by the opposite party.

What does this mean? In the short run, it means that the Fiscal Year 2015 budget will likely not be completed during the lame duck session. The federal government is currently operating under a Continuing Resolution that goes through December 11. Congress will need to complete an omnibus that combines all 12 appropriations into one large bill or pass another Continuing Resolution to keep the government operating into the new year.

Some members of the Republican Congressional leadership would like to wrap things up for FY2015 in December and start fresh on the FY2016 budget next year. But other members feel they will get a better deal by waiting until January when the Republicans will likely control both the House and the Senate. Expect the FY2015 bills not to get done until February or March. This, in turn, will delay all action on the FY2016 budget. It will also delay the release of discretionary grants by the Federal Transit Administration until later in the fiscal year.

Next year, Congress will need to pass a new reauthorization of the surface transportation bill. The last version, the Moving Ahead for Progress in the 21st Century (MAP-21), expired at the end of the September. Congress extended its provisions until May 2015. It also provided

additional resources to keep the current spending levels for the additional eight months by moving money out of an Environmental Protection Agency (EPA) trust fund and amending the pension rules.

Without new revenue sources, any new transportation bill would significantly cut back on the federal funding streams for state highway departments and transit agencies. There are some in Congress that favor this, arguing that the federal highway and transit programs should be cut and the States should take primary responsibility for transportation needs. However, the majority of Members in both the House and Senate favor more robust programs. They want to spend the same level of funding at a minimum and really want to increase highway and transit funding.

Both parties object to any increase in the gas tax. Instead, both are looking for alternative funding sources. One idea that both sides have Members that support is to allow U.S. companies to return their overseas profits to the U.S. one time at a special lower tax rate. There are projections that between \$2 and \$3 trillion are in overseas accounts. Bringing back that money, even at a lower rate, could generate between \$50 and \$150 billion.

This could be done as part of a larger corporate tax reform bill. Despite the divided government, many people think such a bill could get done.

Tax Extenders

Congress also needs to pass a bill to extend a wide number of expired tax provisions, including the Commuter Tax Benefit, which gives parity for employer-provided mass transit and parking benefits, and the biodiesel tax credit. Earlier this year, the Senate passed a bill to extend 51 tax breaks for two years. The House leadership was more interested in passing a comprehensive corporate tax bill, but was unable to succeed. During the lame duck session, there will not be enough time to pass a comprehensive bill. Thus, the only options are to pass a bill similar to the Senate bill or to defer action until next year.

There is great business interest in getting the extenders bill passed. However, as in the case of the appropriations bill, if the Senate flips, it is likely that action will be deferred until next year.

TIGER

In September, the Administration announced the latest round of TIGER grant awards. Only one award was made to the entire State of Florida. The Florida Department of Transportation was awarded \$20 million for the Tamiami Trail project in South Florida. The money will be used to bridge a portion of the Tamiami Trail (US-41) to help with restoration of the Everglades while preserving a key regional transportation link between Southwest Florida and Miami.

Monthly Report G: 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: 11/13/2014

Outreach Events & Meeting

Advertising Sales

ADVERTISING SALES	SEPTEMBER 2014
Advertising Sales Revenue	\$141,889
Net Revenue to LYNX Fiscal Year to Date	\$1,708,867

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	AUGUST 2014	SEPTEMBER 2014*
Vanpool Participants	829	837
Total Revenue Miles YTD	2,224,317	2,443,317
New Vanpools	5	1
Returned Vanpools	1	3
Current Vans in Service	127	125
Pending Vanpool Interest	TSA (4)	TSA (4)
	TSA (4)	TSA (4)
	VETERANS AFFAIRS (5)	VETERANS AFFAIRS (5)
	LOCKHEED MARTIN(2)	LOCKHEED MARTIN(2)

LYNX Board Agenda

	COLEMAN PRISON(3)	COLEMAN PRISON(3)
	DISNEY(10)	DISNEY(10)
	DARDEN(1)	DARDEN(1)
	SEAWORLD(4)	SEAWORLD(4)
	FLAGLER DEV(1)	FLAGLER DEV(1)
Phone Inquiries	83	67

*Estimated numbers

Monthly Report H: 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 - November 2014

Date: 11/13/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Belinda Balleras Grants	Richmond, VA	To attend the FTA's FY2015 Triennial Workshop	11/12/2014 – 11/14/2014	646	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				646	0

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 - October 2014

Date: 11/13/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Andrea Ostrodka Planning	Austin, TX	To attend the Annual meeting of the American Bus Benchmarking Group (ABBG)	10/07/2014- 10/10/2014	1,379	1,379
James McLawhorn Executive	Houston, TX	To attend the APTA 2014 Conference and Expo	10/10/2014- 10/15/2014	2,631	2,631
John Lewis Executive	Houston, TX	To attend the APTA 2014 Annual Meeting & Expo	10/10/2014- 10/15/2014	2,770	2,770
Laura Minns Engineering and Construction	Houston, TX	To attend the APTA 2014 Conference and Expo	10/10/2014- 10/15/2014	1,646	1,646
Matt Friedman Marketing	Houston, TX	To attend the APTA 2014 Annual Meeting & Expo	10/12/2014- 10/14/2014	1,719	1,719
Blanche Sherman Finance	Houston, TX	To attend the APTA 2014 Annual Meeting & Expo	10/12/2014- 10/15/2014	2,035	2,035
David Rodriguez Operations	Houston, TX	To attend the APTA 2014 Annual Meeting & Expo	10/12/2014- 10/15/2014	1,919	1,919
Tangee Mobley Operations	Houston, TX	To attend the APTA 2014 Annual Meeting & Expo	10/13/2014- 10/16/2014	674	674
Kirk Niccum Human Resources	Sarasota, FL	To attend CUTR Training Course: Transit Dispatch & Supervisor Training	10/21/2014 – 10/22/2014	354	354

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
James McLawhorn Executive	Tampa, FL	To attend CUTR Annual Transportation Achievement Award Meeting	10/22/2014	92	92
John Lewis Executive	Washington, DC	To attend as a member of TCRP Oversight and Project Selection (TOPS) Committee	10/23/2014- 10/25/2014	0	0
John Lewis Executive	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/28/2014	801	801
Blanche Sherman Finance	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/28/2014	1,234	1,234
James McLawhorn Executive	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/29/2014	931	931
Juan Battle Operations	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/29/2014	835	835
Matt Friedman Marketing	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/29/2014	852	852
Stephen Berry Operations	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)	10/26/2014- 10/29/2014	835	835
Alvin Randall Operations	Naples, FL	To attend annual conference of Florida Public Transportation Association (FPTA)- expenses covered by FPTA	10/26/2014- 10/29/2014	0	0
Tangee Mobley Operations	Naples, FL	To attend annual conference of Florida Public Transportation Association(FPTA)	10/26/2014- 10/29/2014	835	835

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Andrea Ostrodka Planning	Naples, FL	To attend annual conference of Florida Public Transportation Association(FPTA)	10/27/2014 – 10/28/2014	581	581
TOTAL ESTIMATED COSTS and AGENCY COSTS				22,123	22,123