

Meeting Date: 7/25/2019 Meeting Time: 1:00 PM

Central Florida Regional Transportation Authority 455 N. Garland Ave. 2nd Floor Board Room Orlando, FL 32801

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

	~ II		_		
1.	Call	to	()r	ď	er

Approval of Minutes

Board of Directors Meeting Minutes 06.27.19

Pg 3

Public Comments 3.

- 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.
- Chief Executive Officer's Report
- **Oversight Committee Report**
- Consent Agenda 6.

7.1. 11090		
i		
	1313 A	Authorization to Release a Request for Proposal (RFP) for ADA Functional Assessment and
		, , , , , , , , , , , , , , , , , , , ,
		Travel Training Conducted at LYNX Central Station
		3

Pg 7

B. Extension of Contracts

A. Request for Proposal (RFP)

i.	CS (2)	Authorization to Exercise Second Option Year of Contract 15-C11 with ADARide.com, LLC,
		for Functional Assessments and Travel Training

Pg 9

ii. Authorization to Exercise Second Option Year of Contract 15-C12 with Cherry Bekaert LLP for Auditing Services

Pg 11

C. Miscellaneous

Authorization to Enter into an Agreement with Shingle Cr	eek
--	-----

Pg 12

-Attachments

Authorization to Purchase Twenty (20) Paratransit and Ten (10) Neighborlink Replacement Vehicles with Conversion Kits Allowing for use of Compressed Natural Gas (CNG)

Pq 30

iii. Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas (CNG) Replacement Buses

Pg 32

iv.

ii.

Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Pg 34 Demonstration Program on a LYNX Research and Demonstration Project in an Amount Not to Exceed \$4 Million

7. Action Agenda

A. Authorization to Implement August 25, 2019 Proposed Service Changes Pg 37

8. Information Items

A. Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 41

9. Other Business

10. Monthly Reports



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 Board of Directors' Meeting Minutes

PLACE: LYNX Central Station

455 N. Garland Avenue Conference Room, 2nd Floor

Orlando, FL 32801

DATE: June 27, 2019

TIME: 1:00 p.m.

Members in Attendance:

Viviana Janer, Commissioner, Osceola County BoCC Jerry Demings, Mayor, Orange County Lee Constantine, Commissioner, Seminole County BoCC, Chair Mike Shannon, Secretary, 5th District, Florida Department of Transportation

Members Absent:

Buddy Dyer, Mayor, City of Orlando

1. Call to Order

Chair Constantine called the meeting to order at 1:06 p.m.

2. Approval of Minutes

Commissioner Janer moved to approve the BOD meeting minutes of May 23, 2019. Secretary Shannon seconded. The minutes were approved as presented.

3. Recognition

Tellis Chandler, Director of Safety and Security acknowledged several LYNX staff members that went above and beyond their call of duty in a missing persons' case in April 2019. He recognized Safety Officer, Robert Carey; Video Technician, Diaralis Gomez; Supervisor, Steven Hartline and Operator, Doniel Woodward.

Captain Claude Campbell and Captain Kirk Zilke of the St. Cloud Police Department expressed their gratitude to LYNX and their staff in collaboration of the recovery of the missing female.

4. Public Comments

Joanne Cornelus, 324 Clermont Road, Lake Mary, FL. 32746, requested a bus stop by South Country Club Road. Ms. Cornelus also requested additional service to include holidays, weekends and night time. She requested LYNX close the gap and provide service every half-hour so that no one is left waiting very long in the summer heat.

Ismael Rivera, President of ATU 1596 announced that June 28, 2019 is his last day as President. He expressed his gratitude to the board for their support during his time as President of the Union and commended Mr. Harrison and Dana Baker for working well with the union.

Scott Penvose yielded his three minutes to Beverly Glenn.

Beverly Glenn, Vice President of ATU 1596 announced her re-appointment as Vice President of the local union. Ms. Glenn commended Dana Baker, Director of Transportation for the positive changes she has brought to the organization.

5. Chief Executive Officer's Report

Mr. Harrison, Chief Executive Officer said he traveled to Salt Lake City earlier in the month with Mayor Demings and other senior transportation officials to evaluate Utah's transit system. He also traveled to Pompano Beach to attend the FPTA Board meeting where he interacted with a number of other transit officials from around the state. He continues meeting with the staff and operators and continues to work toward positive solutions.

6. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee stated the committee met earlier that morning. The meeting minutes from the May 23rd meeting were approved. Amanda Clavijo, Chair of the Finance and Audit Committee provided an update of the June 13th meeting which included an update on the bus service agreements with the counties that are non-funding partners. Staff provided an update on the second round of competitive grant applications to the Commission of Transportation Disadvantaged for TD trips. The committee approved the reserves moving forward. LYNX staff did a reconciliation of the reserve balance which identified an additional 2 million dollars being added to the reserves. The committee also recommended moving forward with the FY2019 Operating budget amendment to the Oversight Committee.

The Oversight committee recommended approval of the five (5) consent agenda items 6.a through 6.f which included ratification of three (3) grant submittals, authorization to increase contractual amounts for the transportation network companies (TNC) for paratransit, approval of the amended and restated governing plan in trust documents for the LYNX Money Purchase Plan. There were two (2) Action items. The Oversight

Committee made a final recommendation on LYNX reserves and a final recommendation on the approval of the budget amendment to the FY2019 Operating Budget.

7. Consent Agenda:

Chairman Constantine reviewed the Consent Agenda Items 7.A.i through 7.B.vi and requested a motion to approve.

Commissioner Janer moved to approve Consent Agenda items 7.A.i through 7.B.vi., Mayor Demings seconded, motion passed unanimously.

8. Action Items:

A. Request to Amend the FY2019 Operating Budget

Bert Francis, Chief Financial Officer provided an update on the Operating Budget midyear amendment.

LYNX will not be asking for additional funds from the funding partners and is not projecting to use any additional reserves.

Mr. Francis reviewed a power point presentation with a breakdown of the adjustments that were made with the existing budget.

Commissioner Janer moved to approve item 8.A and Mayor Demings seconded. Motion passed unanimously.

9. Information Items:

There was one (1) information item for review purpose only and did not require a vote.

A. Notification of Settlement Agreements Pursuant to Administrative Rule 6.

10. Other Business

None reported

11. Monthly Reports: (For review purposes only)

There were three reports in the packets for review purposes only. No action was required.

- A. Communications Report for May 2019
- **B.** Planning and Development Report June 2019
- C. Ridership Report for April 2019

The meeting adjourned at 1:43 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the June 27, 2019 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X		
Assistant		



Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Norman Hickling

DIRECTOR OF MOBILITY SERVICES

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Request for Proposal (RFP)

Authorization to Release a Request for Proposal (RFP) for ADA Functional Assessment and Travel Training Conducted at LYNX Central Station

Date: 7/25/2019

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 Paratransit Functional Assessment and Travel Training. The RFP will explicitly specify staff's goal to conduct Paratransit Functional Assessments and Travel Training at the LYNX Central Station (LCS) facility.

BACKGROUND:

LYNX utilizes Functional Assessment Travel and Training services to assist current and future paratransit customers in determining their capability of accessing our fixed route services or their need for paratransit services. Functional Assessment Travel and Training services works one-on-one with our customers to evaluate their needs and abilities. This service allows Mobility Services to ensure that clients have reasonable accommodations and that the appropriate transportation services are provided. The Functional Assessment and Travel Training services also allow LYNX Mobility Services to provide training on how to use fixed route services in an effort to enhance the customer experience, provide an understanding of using public transportation, and ensure that the most appropriate and cost effective mode of transportation service is provided to the customer.

By providing functional assessment and travel training services at the LYNX Central Station, staff will have greater control and oversight of the eligibility and training process and will enhance staff's ability to appropriately transition clients from costly paratransit service to considerably less costly fixed route and NeighborLink services. LYNX realizes a savings of approximately \$37 for each one-way passenger trip transitioned.

On May 26, 2010, the Board of Directors approved the award of Contract #10-R03 to ADARide to perform functional assessments and travel training.



On March 26, 2015, the Board of Directors authorized staff to issue a Request for Proposal (RFP) for Functional Assessment and Travel Training services. Three organizations submitted proposals, and, once again, ADARide.com was recommended to be awarded another contract. Contract 15-C11 was authorized by the Board of Directors on July 23, 2015, to ADARide.com LLC, which was executed on August 16, 2015.

FISCAL IMPACT:

LYNX staff included \$168,000 in the FY2020 Preliminary Operating Budget for functional assessment and travel training.



Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Norman Hickling

DIRECTOR OF MOBILITY SERVICES

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Extension of Contracts

Authorization to Exercise Second Option Year of Contract 15-C11 with ADARide.com, LLC, for Functional Assessments and Travel Training

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise option year two (2) of Contract 15-C11 with ADARide.com, LLC., for paratransit eligibility Functional Assessment and Travel Training.

BACKGROUND:

LYNX utilizes a Functional Assessment and Travel Training program to assist current and future paratransit customers in determining their capability of accessing our fixed route services or their need for paratransit services. Functional Assessments and Travel Training is provided to our customers, on a one-on-one basis, to evaluate their needs and abilities. These assessments and travel training allow us to ensure that the customer has reasonable accommodations and that the appropriate transportation services are provided for the customer. The Functional Assessment and Travel Training process also allows LYNX to provide training on how to use our fixed route services in an effort to enhance customer experience, provide an understanding of using public transportation, and ensure that the most appropriate and cost effective mode of transportation service is provided to the customer.

On July 23, 2015, the LYNX Board of Directors approved the award of Contract 15-C11 to ADARide.com, LLC, to perform in-person functional assessments and travel training. On May 24, 2018, the LYNX Board of Directors approved the option year one (1) extension to contract 15-C11.

ADARide.com partners with Select Physical Therapy to offer eight (8) locations throughout our service area for customer convenience.



ADARide.com, fee schedule for option year two (2) is as follows:

Cost per Functional Assessment	\$128.30
Cost per Travel Training Hour	\$ 63.02
Cost per No Show	\$ 59.65

The option year one (1) contract expires August 15, 2019. The option year two (2) extension will expire August 15, 2020.

FISCAL IMPACT:

LYNX staff included \$120,000 in the FY2019 Adopted Operating Budget for functional assessment and travel training. The FY2020 Preliminary Operating Budget includes \$168,000 for these services.



Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Albert Francis

CHIEF FINANCIAL OFFICER

Leonard AntmannTechnical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Extension of Contracts

Authorization to Exercise Second Option Year of Contract 15-C12 with

Cherry Bekaert LLP for Auditing Services

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise second option year of contract 15-C12 for auditing services with the firm of Cherry Bekaert LLP. The annual cost is a Not-To-Exceed of \$105,000.

BACKGROUND:

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal Financial Assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida Single Audit Act, related to the audits of State Financial Assistance. Pursuant to these Acts, LYNX released a Request for Proposal to secure the services of an audit firm to perform audits of LYNX records.

At the July 23, 2015, LYNX Board of Director's meeting staff received authorization to award Contract 15-C14 to Cherry Bekaert LLP for Auditing Services for three (3) years with two (2) one-year options to renew, subject to annual funding availability.

The initial contract term expired on July 22, 2018. The first option year was approved at the May 24, 2018 Board of Directors meeting. This request is for the second option year.

FISCAL IMPACT:

LYNX Staff included \$105,000 in the FY2019 Adopted Operating Budget for professional services related to the independent audit service. Upon Board approval, the FY2020 budget will include an appropriate amount for professional services related to the independent audit service.



Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Albert Francis

CHIEF FINANCIAL OFFICER

Leonard AntmannTechnical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous

Authorization to Enter into an Agreement with Shingle Creek

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to approve a Bus Service Agreement with Universal Boulevard Property Owners Association, Inc. at a rate per service hour adjusted to a budgeted cost each Fiscal Year.

BACKGROUND:

LYNX has provided Bus Service for many years at a flat rate per hour without any adjustments. This agreement would bring the rate per hour in line with the FY2019 budgeted total cost per hour for fixed route service. The agreement would provide for annual adjustments to the new budgeted total cost per hour as approved by the Board of Directors each fiscal year.

FISCAL IMPACT:

LYNX staff would adjust the preliminary FY2020 Operating budget by an increase in Contract Revenue of approximately \$300,000.

BUS SERVICE AGREEMENT

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (LYNX)

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

(the Association)

relating to the providing of bus service in the International Drive, Orange County, Florida, area

August 1, 2019

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

Paragraph	<u>Caption</u>	Page Number
1.	<u>DEFINITIONS</u>	2
2.	PROVIDING OF BUS SERVICE	3
3.	<u>TERM</u>	3
4.	TERMINATION	3
5.	SCHEDULE OF BUS SERVICE	4
6.	PAYMENT FOR BUS SERVICE	4
7.	<u>DEFAULT</u>	4
8.	ACCESS OVER PRIVATE PROPERTY	5
9.	INDEMNIFICATION	5
10.	BOND	5
11.	<u>ADVERTISING</u>	5
12.	NON-ASSIGNABILITY	5
13.	RELATIONSHIP OF OTHER PARTIES	5
14.	NO THIRD PARTY BENEFICIARY	5
15.	NOTICE	5
16.	GOVERNING LAW	6
17.	COSTS AND ATTORNEYS' FEES	6
18.	MISCELLANEOUS CLAUSES	6
19.	BOARD APPROVAL	8
20.	COMPLETE AGREEMENT	8
21.	PRIOR AGREEMENT	9

Schedule of Exhibits

Exhibit "A" - Sketch of POA Area

Exhibit "B" – Description of Service or Bus Route Exhibit "C" – Schedule of Service Times and Stops

Exhibit "D" - Schedule of Fee Payments

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "<u>Agreement</u>") made and entered as of this 1st day of August, 2019, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "<u>LYNX</u>"), a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, with a registered office at 9751 Universal Boulevard, Orlando, Florida 32819 (hereinafter referred to as "**Association**").

The Association and LYNX shall sometimes each be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, the Association is a property owners association formed for the purpose of providing various services to a certain geographic area in the International Drive area, Orange County, Florida, and which geographic area is generally described and set forth in **Exhibit "A"** attached hereto (the "**POA Area**"); and

WHEREAS, the Association and its members desire and have a need for public transportation service in certain portions of the POA Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the POA Area; and

WHEREAS, the Parties previously entered into an agreement dated August 25, 2006 (the "**Prior Agreement**") regarding LYNX establishing one or more additional "bus links" in the POA Area to provide additional public bus transportation; and

WHEREAS, the parties wish to terminate the Prior Agreement and replace it with this current Agreement, LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **<u>DEFINITIONS</u>**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be

amended from time to time.

Association shall mean Universal Boulevard Property Owners Association,

Inc.

Bus Service shall mean the revenue bus service to be provided by LYNX in

and to the Service Area as set forth in this Agreement.

<u>Cost of Bus Service</u> shall mean the cost incurred by LYNX to provide the Bus

Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an hourly rate of \$95.52 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

provided in paragraph 3 below.

FDOT shall mean the Florida Department of Transportation.

FEES shall mean the fees to be paid to LYNX by the Association for

providing the Bus Service as set forth and described in

paragraph 5 below.

FTA shall mean the Federal Transit Administration.

Monthly Cost of shall mean the cost incurred by LYNX (based on the Cost of Bus

Service and the actual hours of Bus Service) to provide the Bus

Service for each and every month during the term of this

Agreement.

Bus Service

POA shall mean the Association, as the property owners association.

POA Area shall mean the area for which the Association was formed as a

property owners association, as described and set forth in

Exhibit "A" attached hereto.

<u>Service Area</u> shall mean the area indicated in <u>Exhibit "A"</u> attached hereto.

Service Schedule shall mean the frequency, times and stops for the Bus Service to

be provided by LYNX, as set forth and described in paragraph 5

below

Term shall mean the term of this Agreement, as set forth in

paragraph 3 below.

- 2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs;
- (d) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.; and
- 3. <u>TERM</u>. This Agreement shall be effective on August 1, 2019 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2019 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. **TERMINATION**.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Association's or LYNX's right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is subject to all the terms of this Agreement.
- 6. **PAYMENT FOR BUS SERVICE**. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Association paying to LYNX the Net Monthly Cost of Bus Service. Net In that regard, the parties do hereby agree as follows:
- (a) Within thirty (30) days after the end of each and every month, LYNX shall send to the Association an invoice for said month, which would show for that month the required actual payment to be made to LYNX. The Association shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- (b) For the purpose of invoicing the Association, invoices and related matters will be sent to the Association or received in person at the following address:

Mr. Mark Watson Universal Boulevard Property Owners Association, Inc. 9751 Universal Boulevard Orlando, Florida 32819

- (c) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- (d) This agreement shall not obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- 7. **<u>DEFAULT</u>**. In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:
- (a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.
- (b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

- 8. <u>ACCESS OVER PRIVATE PROPERTY</u>. If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.
- 9. <u>INDEMNIFICATION</u>. The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.
- 10. **BOND**. The Association shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX the Security Deposit as set forth above.
- ADVERTISING. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- (b) LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

- 12. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 13. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Association under this Agreement shall be that of an independent contractor and not an agent.
- 14. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.
- 15. **NOTICE**. Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Warren Hersh, Interim Manager of Procurement

LYNX

455 North Garland Avenue Orlando, Florida 32801

with a copy to: James E. Harrison, Esq., P.E. Chief Executive Officer

LYNX

455 North Garland Avenue Orlando, Florida 32801

As to the Company: Universal Boulevard Property Owners Association, Inc.

9751 Universal Boulevard Orlando, Florida 32819 Attn: Mr. Marc Watson

with a copy to: Broad and Cassel

390 North Orange Avenue, Suite 1400

Orlando, Florida 32801 Attn: Deborah H. Johnson

Either Party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

- 16. <u>GOVERNING LAW</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each Party expressly waives any right to a jury trial.
- 17. <u>COSTS AND ATTORNEYS' FEES</u>. In the event a dispute arises between the parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including its reasonable costs and attorneys' fees in any appellate action involving such suit.

18. MISCELLANEOUS CLAUSES.

(a) <u>Sovereign Immunity</u>. Each Party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

- (b) <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- (c) <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (f) <u>No Restrictions As To Other Service</u>. Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.
- (g) <u>Benefits of Service</u>. The Payments to be paid by the Association to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) <u>Governing Law</u>. This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- (i) <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (j) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (k) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

- (l) <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (m) <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the Association such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- (n) <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (o) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- (p) <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like
- 19. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 20. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the

services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

21. **PRIOR AGREEMENT**. This Agreement replaces and supersedes in its entirety the Prior Agreement.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

By:
By:(Signature of Authorized Official)
(Print Name and Title of Person Signing)
Dated:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
By:
Chief Executive Officer
Approved as to form only by General Counsel; for sole reliance by LYNX
AKERMAN LLP
By:
James Goldsmith

EXHIBIT "A"

Sketch of POA Area

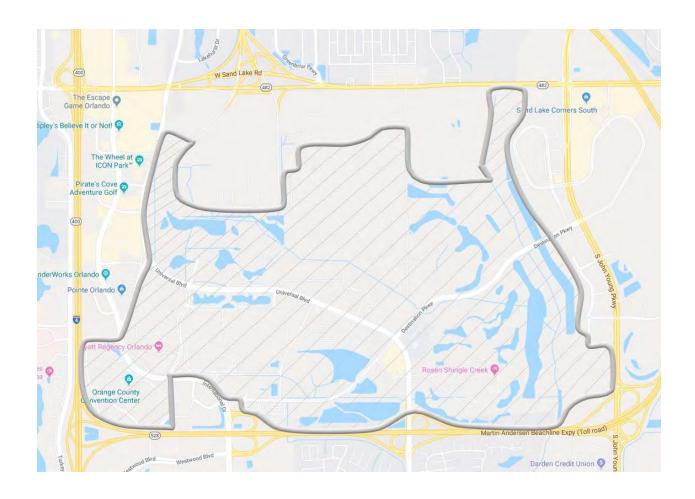
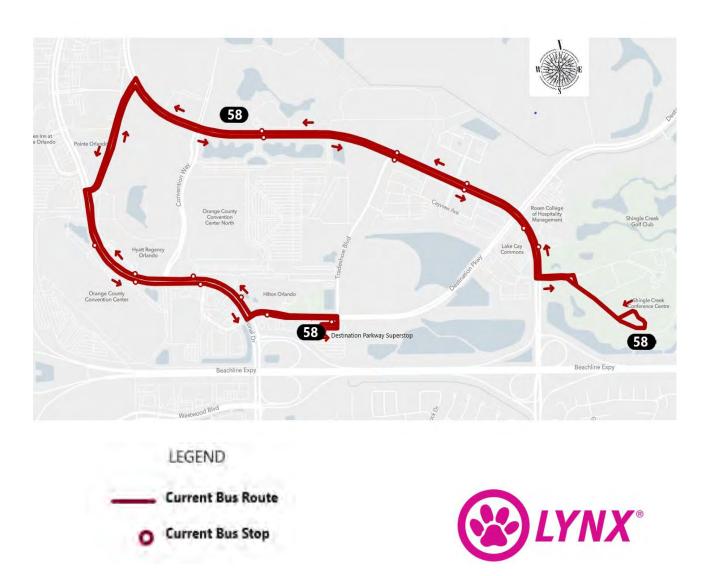


EXHIBIT "B"

Description of Service or Bus Route



Link 58 begins service at Destination Parkway Superstop, upon exiting the terminal, left turn on Destination Parkway to International Drive, right on International Drive to Pointe Plaza Blvd., right on Pointe Plaza Blvd. to Universal Blvd., right on Universal Blvd. to Shingle Creek Resort, left turn into the parking lot entrance to the bus stop located in the rear of the Convention Area building.

From Shingle Creek, Link 58 exits the resort to Universal Blvd., right on Universal Blvd. to Pointe Plaza Blvd., left on Pointe Plaza Blvd. to International Drive, left on International Drive to Destination Pkwy, left on Destination Pkwy. to Tradeshow Blvd, left turn into Destination Parkway Superstop terminal.

EXHIBIT "C"

Schedule of Service Times and Stops

Link 58 Shingle Creek Circulator Effective: April 28, 2019

Operates Daily (Monday - Sunday)

	The state of the s	F	0.12.00.00.00.00.00.00.00.00.00.00.00.00.00	The second secon	
	Destination	Shingle	Shingle	Destination	
	Parkway	Creek	Creek	Parkway	
Pull-Out	Superstop	Arrive	Depart	Superstop	Pull-In
5:59AM	6:29 AM	6:40 AM	7:00 AM	7:13 AM	
	7:14	7:25	7:30	7:43	
	7:44	7:55	8:00	8:13	
	8:14	8:25	8:30	8:43	
	8:44	8:55	9:00	9:13	
	9:14 AM	9:25 AM	9:30 AM	9:43 AM	10:08 AM
1:14 PM	1:44 PM	1:55 PM	2:00 PM	2:13 PM	
	2:14	2:25	2;30	2:43	
	2:44	2:55	3:00	3:13	
	3:14	3:25	3:30	3:43	
	3:44	3:55	4:00	4:13	
	4:14	4:25	4:30	4:43	
	4:44	4:55	5:00	5:13	
	5:14	5:25	5:30	5:43	
	5:44 PM	5:55 PM	6:00 PM	6:13 PM	6:38 PM
9:44 PM	10:14 PM	10:25 PM	10:30 PM	10:43 PM	
	10:44	10:55	11:00	11:13	
	11:14 PM	11:25 PM	11;30 PM	11:43 PM	12:08 AM

EXHIBIT "D"

Schedule of Fee Payments

Link 58 Shingle Creek Service Costs

Effective: August 1, 2019

-		1	
1)	21	ı	T7
IJ	aı	1	ν.

AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15

MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID DAV Hours	0.00

MID-DAY Hours0.00Deadhead0.00MID-DAY Platform Hours0.00

PM Peak Start	1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40

NIGHT Start	10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40

Single Day Total Platform Hours	.95
---------------------------------	-----

Dave to Operate	(Figure Voor 2010)	265
Days to Operate t	(Fiscal Year 2019)	303

Total Fiscal Year 2019 Platform Hours 4,361.75

Hourly Cost \$95.52

Total Fiscal Year 2019 Operating Cost

\$416,634.36

NOTE: Although the above is for the entire 2019 Fiscal Year, it will be prorated for the period from August 1 through September 30, 2019. A new Schedule of Fee Payments will be provided for Fiscal Year 2020.



Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Norman Hickling

DIRECTOR OF MOBILITY SERVICES

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Miscellaneous

Authorization to Purchase Twenty (20) Paratransit and Ten (10)

Neighborlink Replacement Vehicles with Conversion Kits Allowing for use

of Compressed Natural Gas (CNG)

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty (20) Ford Transit T350 paratransit vehicles and ten (10) E450 6.8L Gas - Odyssey NeighborLink replacement vehicles. These vehicles will be outfitted with appropriate lifts and seating securement systems to be ADA compliant. The replacement vehicles will be procured for a not-to-exceed amount of \$2,600,000. The replacement Paratransit vehicles will be purchased from Duval Ford, LLC using the FSA18-VEL26.0 Florida Sheriff's Association (FSA) Contract. The replacement NeighborLink vehicles will be purchased from Alliance Bus Group using the TRIPS-17-CA-ABG Transit Research Inspection Procurement Services Program (TRIPS) Contract.

BACKGROUND:

LYNX has an active fleet of one hundred seventy-five (175) paratransit vehicles and twenty-four (24) NeighborLink vehicles. The 20 Paratransit vehicles scheduled for replacement have exceeded their useful life, with an average of 319,403 miles per vehicle and over five years of service. NeighborLink vehicles to be replaced have an average of 317,578 per vehicle and over eight years of service. This vehicle replacement is part of LYNX Transit Development Plan (TDP). Upon arrival of the replacement vehicles, LYNX will retire a like amount of vehicles in accordance with Federal Transit Administration (FTA) guidelines.



Paratransit Vehicles	Quantity	Cost	Total
From the FL Sheriffs Association (FSA Contract)			
Ford Transit Paratransit Includes ADA Upfit Kit, CNG Conversion and CNG Prep Pace	20 kage	70,000	1,400,000
Paratransit Vehicle Cost			1,400,000

NeighborLink Vehicles	Quantity	Cost	Total
From the "TRIPS" Contract			
TurtleTop Odyssey	10	120,000	1,200,000
Includes Standard & Foldaway Seats, Q'Straint QRTMAX, 1000 lb. Lift,			
Freedman Tie-Downs, Electronic Destination Sign, and CNG Conversion			
NeighborLink Vehicle Cost			1,200,000

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 \$6,071,753 in the FY2019 Adopted Capital Budget for the purchase of Paratransit vehicles and \$4,850,000 for the purchase of NeighborLink replacement vehicles.



Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Elvis Dovales

DIRECTOR OF MAINTENANCE

Elvis DovalesTechnical Contact

Phone: 407.841.2279 ext: 6239

Item Name: Miscellaneous

Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas

(CNG) Replacement Buses

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty-five (25) 40' Low Floor CNG replacement buses for a not-to-exceed amount of \$15,000,000. These replacement buses will be purchased from Gillig, LLC using the P-18-005 State of Florida (SOF) Heavy Duty Buses Contract.

BACKGROUND:

LYNX has an active fleet of three hundred ten (310) buses, one hundred forty two (142), of which have met their useful life with an average of 679,188 miles per vehicle. 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. The twenty-five (25) buses retired will be retained and placed in a contingency fleet to be used only for emergency purposes or unforeseen justified activities as sanctioned by FTA Circular 5010e and the LYNX Fleet Management Plan. This purchase is Grant funded and is part of the fixed route bus replacement plan.

Fixed Route Revenue Vehicles	Quantity	Cost	Total
From the State of Florida Heavy Duty Buses Contract			
40' CNG Package	25	600,000	15,000,000
Includes ZF Transmission, Fire Suppression System,			
and Trapeze Mentor (Ranger) ITS System			
Fixed Route Revenue Vehicle Cost			15,000,000



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 has \$26,466,361 remaining in the FY2019 Adopted Capital Budget for Replacement Buses.



Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: William Slot

CHIEF INNOVATION SUSTAIN OFF

Belinda BallerasTechnical Contact

Phone: 407.841.2279 ext: 6146

Item Name: Miscellaneous

Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Demonstration Program on a LYNX Research and Demonstration Project in an Amount Not to Exceed \$4 Million

una Demonstration Project in un rimount rot to Execut or

Date: 7/25/2019

ACTION REQUESTED

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit an application to the Federal Transit Administration's (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Demonstration Program for a research and demonstration project in an amount not to exceed \$4 million.

BACKGROUND

On May 8, 2019, the Federal Transit Administration (FTA) released a Notice of Funding Opportunity (NOFO) announcing the availability of \$15 million in Fiscal Year (FY) 2017 and 2018 FTA research funds. The \$15 million will fund solutions in one or more of the three areas: Mobility on Demand (MOD), Transit Automation, and Mobility Payment Integration. The FTA may make multiple awards and award to multiple project teams in each of the following areas.

1. MOD Sandbox Demonstration (\$8 million available)

FTA's Mobility on Demand (MOD) initiative envisions improved mobility through a traveler-centric approach that leverages innovations in technologies, service methods, and business models. FTA's MOD Sandbox Demonstrations provide a venue for integrated MOD concepts and solutions—supported through local partnerships—demonstrated in real-world settings.

2. Transit Automation (\$5 million available)

The transit industry is increasingly interested in the potential applications and benefits of automation, including safety and operational improvements, cost savings, and new forms of



transit service that provide increased mobility, flexibility, and convenience. Additionally, an initial analysis confirmed there are several partial automation applications with a clear business case for transit agency investment. The goal is to advance transit readiness for automation.

3. Mobility Payment Integration (\$2 million available).

The Mobility Payment Integration (MPI) research area was developed from FTA's recognition of the emergence and rapid evolution of the mobility payment marketplace, its importance in managing and integrating mobility, and ultimately, its overall influence on mobility outcomes. Payment integration will enable the full use and coordination of public-sector and private-sector mobility resources to expand mobility options. In keeping with FTA's commitment to equity and accessibility, payment integration solutions funded under this NOFO will address universal usability by all people, including those with disabilities as well as those who are under-banked or unbanked.

Eligible activities include all activities leading to the demonstration, such as planning and developing business models, obtaining equipment and service, acquiring or developing software and hardware interfaces to implement the project, operating the demonstration, and providing data to support performance measurement and evaluation.

Where applicable, eligible projects should consider how to address accessibility for persons with disabilities, including persons who use wheelchairs, and for older riders, affordability for individuals with lower incomes, impacts on the local community, broad access to mobility options for all travelers, as well as payment options that can accommodate all users, including the unbanked and underbanked. Planning activities should ensure that all stakeholders are involved, including people with disabilities. Eligible demonstrations will consist of a minimum 12-month field test and must be implemented and operational within 12 months of project award. Applications are due August 6, 2019. LYNX intends to address two of the three areas by incorporating the following elements into a project proposal, in partnership with both public and private sector partners:

Mobility on Demand - A Mobility on Demand service will be developed to enable all transportation options, for specific trips at specific times, to be presented to the traveler. Data will be real time, providing full support for spontaneous travel decisions and allowing the appropriate measures to ensure that trip chains remain unbroken. Services to be incorporated into the approach will be both public and private and incorporate scheduled transit services, flexible demand actuated transit, paratransit, human services transit and Transportation Network Companies. Non-motorized options will also be incorporated. Information delivery channels will support smart phone users and those without access to smart phones.

Automation – This area will not be addressed as part of the application as the total available for awards is \$5 million. LYNX is pursing automation through other grant opportunities.

Integrated payment systems - Building on legacy systems and prior experience, the plan will be to build an integrated payment systems framework that incorporates existing systems while creating new opportunities for electronic payment. Payment opportunities will include transit,



tolls, parking and utilities. This will also form the basis for conductivity required to support a two-way dialogue between transportation service providers and travelers, providing the foundation for a smart city.

The research and demonstration funding application is in an amount not to exceed \$4 million. The federal share of project costs under this program is limited to 80 percent. If awarded, the LYNX cost share, a minimum of 20% will come from public and private partnerships.

Led by LYNX, the partnership will include regional public sector partners potentially including the City of Orlando, Florida Department of Transportation District 5, Mears Transportation, Infinite Computer Solutions Group, Inc., and Bob McQueen and Associates. Additional relevant private sector partners may be identified and also be included.

FISCAL IMPACT

LYNX staff will include the award for this program in the appropriate LYNX fiscal year budget upon confirmation of award and securing the local match.



Action Agenda Item #7.A

To: LYNX Board of Directors

From: Tomika Monterville

DIRECTOR OF PLAN & DEVELOP

Bruce DetweilerTechnical Contact

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Implement August 25, 2019 Proposed Service Changes

Date: 7/25/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective August 25, 2019.

BACKGROUND:

On December 6, 2018, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect August 25, 2019. A total of three (3) public workshops/public hearings were held on June 17, 19, & 20, 2019. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Monday, June 17, 2019, 3-5 PM Location: LYNX Central Station, Orlando, FL

Date/Time: Wednesday, June 19, 2019, 4:45-6:45 PM

Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Thursday, June 20, 2019, 4-6 PM

Location: Altamonte Springs City Hall, Altamonte Springs, FL

More details on these events can be found on our website at www.golynx.com

The public comment period for the proposed service changes ran from June 12, 2019, through July 12, 2019. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.



PROPOSED NEW EXPANSION:

Route changes will include: Links 1, 37, 44, 48, 56, 301, 306, and 443.

Schedule adjustments will include time changes on Links: 3, 9, 13, 23, 26, 102, 103, 108, 300, 301, 302, 303, 304, 305, 306, 313, 426, and 443.

New bus stops will be added on FastLink 418.

Route eliminations will include KnightLYNX 210.

Maps and schedules are being finalized and upon completion will be posted on www.golynx.com. The next service change is scheduled for December 2019.

AUGUST 25, 2019 SERVICE PROPOSAL

ROUTE ELIMINATIONS

• Link 210 – KnightLYNX Blue (Orange County) – Eliminate service.

ROUTE ADJUSTMENTS

- Link 1 Winter Park/Altamonte Springs (Orange County/Seminole County) Weekday midday will be extended to Winter Park SunRail Station. Minor schedule changes.
- Link 37 Pine Hills/Florida Mall (Orange County) Eliminate service into Park Promenade Plaza. Service will begin/end at Hiawassee Road and Silver Star Road.
- Link 44 Hiawassee Road/Zellwood (Orange County) Eliminate service into Park Promenade Plaza. Service will begin/end at Hiawassee Road and Silver Star Road.
- Link 48 W. Colonial Dr./Powers Dr. (Orange County) Eliminate service into Park Promenade Plaza. Service will begin/end at Hiawassee Road and Silver Star Road.
- Link 56 W. U.S. 192/Magic Kingdom (Orange County/Osceola County) Service to Celebration High School will be eliminated. Minor schedule adjustments.
- Link 301 Pine Hills/Animal Kingdom (Orange County) Eliminate service into Park
 Promenade Plaza. Service will begin/end at Hiawassee Road and Silver Star Road.
 Evening service to Disney Springs will begin at Animal Kingdom Lodge and then serve
 Animal Kingdom. Minor schedule adjustments.
- Link 306 Poinciana/Disney Springs (Orange County/Osceola County) Evening service will operate via Epcot Center Drive, Continental Gateway, International Drive, and Osceola Parkway to Seralago Boulevard. Minor schedule adjustments.

Link 443 – Winter Park/Pine Hills (Orange County) – Eliminate service into Park
Promenade Plaza. Service will begin/end at Hiawassee Road and Silver Star Road. Minor
schedule adjustments.

BUS STOP ADJUSTMENTS

• **FastLink 418** – Florida Mall/Meadow Woods/Lake Nona (Orange County) – New bus stop will be added on the south side of Wetherbee Road east of Orange Blossom Trail.

SCHEDULE ADJUSTMENTS

- Link 3 Lake Margaret Drive (Orange County) Minor schedule adjustments.
- Link 9 Winter Park/Rosemont (Orange County) Minor schedule adjustments.
- Link 13 University Blvd./University of Central Florida (Orange County) Time point at Corrine Drive and General Rees Avenue will be moved to the VA Clinic. Minor schedule adjustments.
- Link 23 Winter Park/Springs Village (Orange County/Seminole County) Minor schedule adjustments.
- Link 26 Pleasant Hill Road/Poinciana (Osceola County) Minor schedule adjustments.
- Link 102 Orange Avenue/South 17-92 (Orange County) Minor schedule adjustments.
- Link 103 North 17-92/Sanford (Orange County/Seminole County) Minor schedule adjustments.
- Link 300 Downtown Orlando/Hotel Plaza (Orange County) Minor schedule adjustments.
- Link 302 Rosemont/Magic Kingdom (Orange County) Minor schedule adjustments.
- Link 303 Washington Shores/Disney's Hollywood Studios (Orange County) Minor schedule adjustments.
- Link 304 Rio Grande/Lake Buena Vista Resort (Orange County) Minor schedule adjustments.
- Link 305 Metrowest/All-Star Resort (Orange County) Minor schedule adjustments.



- Link 313 Winter Park (Orange County) Eliminate timepoint at Corrine Drive and General Rees Avenue.
- Link 426 Poinciana Circulator (Osceola County/Polk County) Minor schedule adjustments.

FISCAL IMPACT:

LYNX Staff anticipates the proposed changes to be budget neutral.



Information Item A: Notification of Settlement Agreements Pursuant to Administrative Rule 6

To: LYNX Board of Directors

From: Melanie Stanisic

DEPUTY DIRECTOR OF RISK MGMT

Melanie Stanisic Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: Information Item

Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 7/25/2019

LYNX Liability Claim Settlements June 1, 2019 – June 30, 2019

Claimant Name Accident Accident Type Settl		Settlement	Date of	
	Date		Amount	Check
David Morgan	12/16/15	Bodily Injury	\$12,500.00	06/07/19
Stephanie Love	12/16/15	Bodily Injury	\$115,000.00	06/07/19
Dakaree Merrick	12/16/15	Bodily Injury	\$25,000.00	06/07/19
Nathanial Meadows	06/17/17	Bodily Injury	\$12,500.00	06/07/19
William Smiley	07/25/15	Bodily Injury	\$25,000.00	06/07/19
Tiphanie Macroy	05/30/18	Bodily Injury	\$3,000.00	06/07/19
Lovelyn Toussaint	10/04/18	Bodily Injury	\$7,000.00	06/07/19
Lisa Brown	05/14/17	Bodily Injury	\$20,000.00	06/07/19
Ekene Ezeckpeudo	05/06/19	Property Damage	\$1,403.75	06/14/19
Esurance Insurance	12/16/15	Bodily Injury (UM)	\$10,000.00	06/14/19
Latoya Martin	12/16/15	Bodily Injury	\$15,000.00	06/14/19
Martina Marte	02/25/19	Property Damage	\$875.50	06/26/19
Secily Wilson	06/06/19	Property Damage	\$703.66	06/26/19
Donna Fontaine	05/30/19	Property Damage	\$220.29	06/26/19
Travelers Insurance	02/25/19	Property Damage	\$3,010.37	06/26/19
Alexis Preiss	05/28/19	Property Damage	\$523.71	06/26/19
John Marshall	05/14/19	Property Damage	\$702.07	06/26/19



Monthly Report A: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman

DIRECTOR OF MARKETING COMM

Janet Amador Technical Contact

Phone: 407.841.2279 ext: 6206

Item Name: Communications Monthly Report - June 2019

Date: 7/25/2019

LYNX COMMUNITY EVENTS AND OUTREACH - JUNE 2019

JUNE	EVENT NAME	DESCRIPTION
n/a	Heritage Village	Info & Travel Training
n/a	Seminole County Community Services	Information LYNX Services
n/a	Samaritan Village	Info Osceola County & LYNX services
n/a	Longwood Community Center	Info
n/a	VA Domicile Program	Info @ LCS
28	Living Alerts for Park Promenade changes	Info

LYNX PRESS RELEASES | MEDIA NOTES: JUNE 2019

June 12	LYNX to Hold Public Hearings and Workshops for August 2019 Service Proposal
June 24	LYNX Will No Longer Serve Park Promenade SuperStop

June 1	Jerry Demings Wants Orange County to Vote on Sales Tax Increase for Transportation Projects Florida Daily (blog) If the proposed tax hike passes, the beleaguered Lynx bus system would finally get a dedicated funding source and Sunrail would be covered if the
June 18	LYNX contract allows for up to 75 CNG buses from New Flyer MassTransitMag.com (press release) (blog) The new, low-emission articulated buses will provide more frequent and reliable high-quality service for passengers in the greater Orlando area. Central Florida awards contract to New Flyer for up to 75 articulated transit buses - Yahoo Finance
June 25	Orlando-Area Transit Authority Orders New Flyer CNG Buses NGT News New Flyer of America Inc. has inked a contract with the Central Florida Regional Transportation Authority (LYNX) for up to 75 compressed natural gas

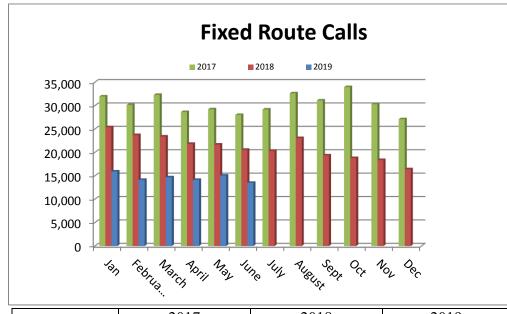
LYNX SOCIAL MEDIA – JUNE 2019

June 1	Hurricane season.		
	Orlando City Stadium detour.		
June 2	Video: Numbers on a LYNX bus.		
June 3	Welcome aboard.		
June 4	LYNX 30-Day pass.		
	Response to question about purchasing bus passes.		
	Response to complaint about a complaint.		
	Response to complaint about LYNX Central Station's bathroom facility.		
June 5	Move over when a vehicle is stopped on the side of the road.		
June 6	Fresh stop bus.		
	Response to complaint about Link 102.		
June 7	National Donut Day.		
June 8	Use the trip planner to help plan your trip.		
June 9	Plan for a family fun day and go out and create memories.		
June 10	Have a wonderful Monday.		
June 11	Name that stop.		
	Response to complaint about the Wi-Fi on the bus.		
	Response to question about the next board meeting.		
	Response to request for a bus shelter.		
	Correct answer to Name that stop is Icon Park.		
	Response to complaint about Link 125.		
	Response to question about trip planning.		
	Response to question about the LYNX PawPass app.		
	Response to question about trip planning.		
June 12	Orlando United.		
	August service proposal.		
	Orlando United electronic display signs.		
	Response to question about Link 416 and 427.		
	Response to comment about the August service proposal.		
	Response to complaint about ACCESS LYNX.		
	Response to complaint about Link 106.		
	Response to question about trip planning.		
	Response to complaint about Link 49 driver.		
June 13	Independence Day holiday schedule.		
	Service detour due to the I-4 Ultimate Project.		
	Bus stops on Links 20 and 21 will be removed due to construction.		
	Response to question about trip planning.		
June 14	LYNX bus wraps.		
June 15	LYNX ID service will be open today.		
June 16	Service detours due to President Trump's visit to Orlando.		
	Happy Father's Day.		
June 17	Service detours due to President Trump's visit to Orlando.		

	Response to a thank you video from a customer.
	Public Workshop/Hearing at LYNX Central Station.
	Response to comment about our public hearing.
	Response to question about submitting complaints.
	Response to question about SunRail.
June 18	Service detours due to President Trump's visit to Orlando.
	Service detour for Link 319.
	Complimentary shuttles to Amway Center.
June 19	Public Workshop/Hearing at Kissimmee City Hall.
June 20	Public Workshop/Hearing at Altamonte Springs City Hall.
	Service detour on Parramore Avenue due to construction.
June 21	Happy first day of Summer.
	Response to concern about a bus parked in a residential area.
June 22	Take Links 21, 37 and 40 to Universal Orlando.
June 23	Lake Eola Park.
June 24	LYNX Central Station.
	On June 28 we will no longer serve Park Promenade.
	Response to question about the Pine Hills Superstop project.
	Response to question about Wi-Fi on the buses.
June 25	Response to concern about the bathroom facility.
	Response to complaint about Link 106 service.
	On June 28 we will no longer serve Park Promenade.
June 26	SunRail Tupperware Station.
	Response to question about service detours.
	On June 28 we will no longer serve Park Promenade.
June 27	Independence Day schedule.
	On June 28 we will no longer serve Park Promenade.
	Response to complaint about service.
June 28	On June 28 we will no longer serve Park Promenade.
	LYNX See & Say app.
June 29	Disney Springs.
June 30	Orlando City Stadium detour.

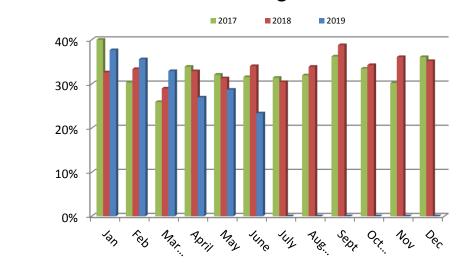
SOCIAL MEDIA USAGE	JUNE 2019			
Facebook Likes	5,709			
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	29,208			
Twitter Followers	5,757			
WEBSITE USAGE				
Total Page Views	585,213			
Total User Visits	90,510			

CUSTOMER SERVICE – JUNE 2019

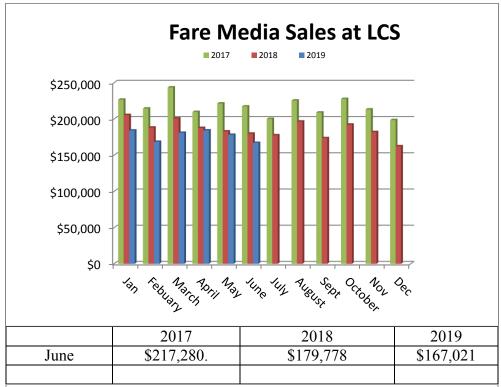


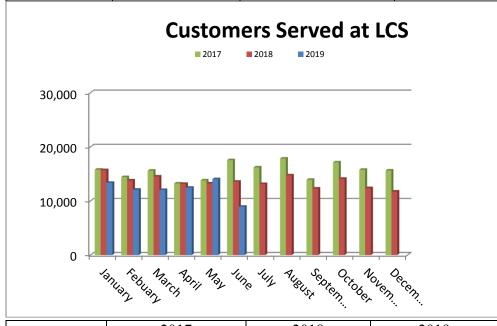
	2017	2018	2019
June	28,005	20,557	13,504

Lost & Found Percentage of Recovered

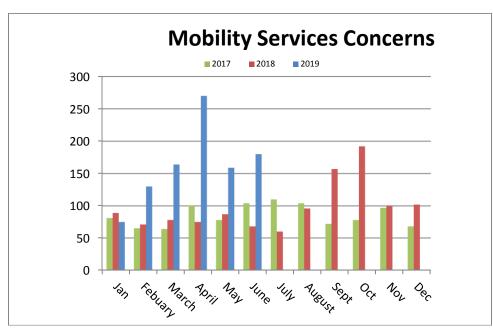


	2017	2018	2019
June	31.56%	34.04%	23.37%

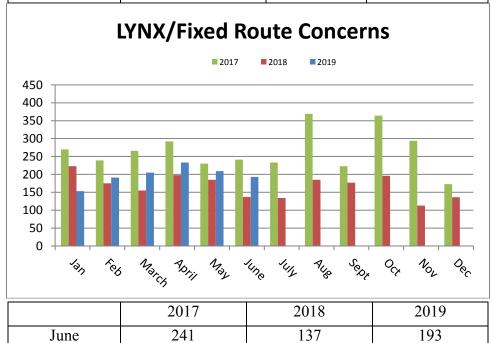


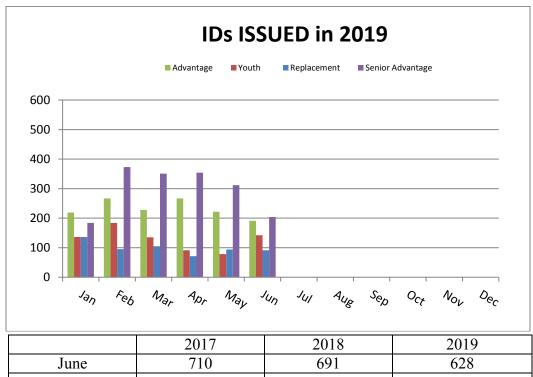


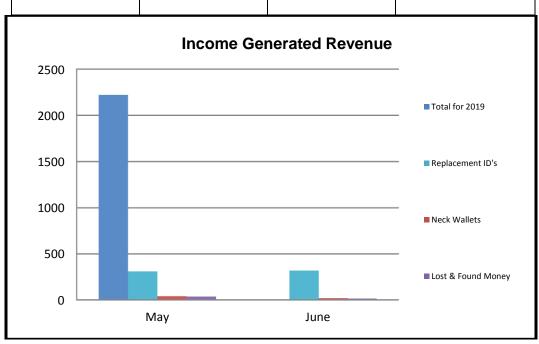
	2017	2018	2019
June	17,560	13,579	8,954



	2017	2018	2019
June	104	68	180







	ID Replacements	Lost and Found	Item Sales
May	\$310	\$36	\$40
June	\$319	\$15	\$18



COMMUTER VANPOOL PROGRAM

VANPOOLS	JUNE 2019
Vanpool Participants	*682
Total Revenue Miles	*1,212
New Vanpool	3
Returned Vanpools	0
Current Vans at Service	187
Pending Interests	Staffing Agencies
Events	No Events

^{*}These are estimates, as data is not available until after the 21st day of following month.

ADVERTISING SALES

ADVERTISING SALES REVENUE	JUNE 2019	FY19 TOTAL
Sales Revenue	\$ 467,337081	\$ 4,521,316.75



Monthly Report B: Mobility Service Reports

To: LYNX Board of Directors

From: Norman Hickling

DIRECTOR OF MOBILITY SERVICES

Selita Stubbs

Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Mobility Management Service Performance Report

Date: 7/25/2019

ACTION REQUESTED:

Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Organization. Performance measures to include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives, etc.



Mobility Management Services

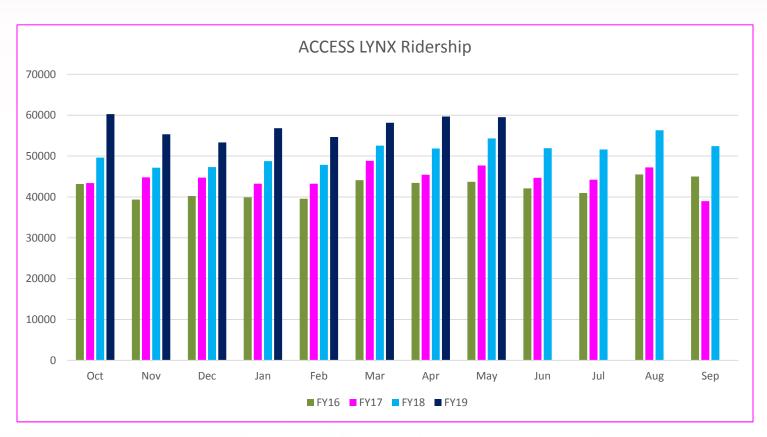
July 25, 2019

Performance Measures – TOTAL ACCESSLYNX Ridership – Completed

Trips



Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY16	43159	39350	40198	39918	39548	44091	43411	43699	42095	40962	45505	44993
FY17	43393	44809	43452	44724	43249	48846	45415	47692	44683	44214	47235	38976
FY18	49614	47154	47288	48748	47855	52544	51837	54331	51915	51600	56323	52442
FY19	60273	55346	53338	56817	54667	58139	59668	59527				



^{*} Lyft service ended March 15, 2019

Transportation Option – OWL



Scheduled

Month	Ambulatory	WheelChair	Total			
October	4,313	1,400	5,713			
November	4,711	1,505	6,216			
December	4,822	1,698	6,520			
January	4,342	1,351	5,693			
February	4,364	1,384	5,748			
March	6,538	2,281	8,819			
April	7,058	2,395	9,453			
May	6,762	2,679	9,441			
	FY19 Year to Date Total: 57,603					

Completed

Month	Ambulatory	WheelChair	Total
October	3,738	1,128	4,866
November	3,705	1,156	4,861
December	3,847	1,335	5,182
January	3,491	1,082	4,573
February	3,524	1,103	4,627
March	5,371	1,760	7,131
April	5,883	1,917	7,800
May	5,613	2,141	7,754
	FY19 Year to Da	te Total: 46,794	

Transportation Option – Mears



Scheduled

Month	Ambulatory	WheelChair	Total			
October	16,623	1	16,623			
November	14,237	1	14,237			
December	11,848	1	11,848			
January	16,694	•	16,694			
February	13,493	•	13,493			
March	15,791	•	15,791			
April	17,063	•	17,063			
May	17,286	1	17,286			
	FY19 Year to Date Total: 123,035					

Completed

Month	Ambulatory	WheelChair	Total
October	15,889		15,889
November	12,119		12,119
December	10,078		10,078
January	14,077		14,077
February	11,830		11,830
March	13,550		13,550
April	14,582		14,582
May	14,707		14,707
	Y19 Year to Da	ate Total: 106,83	2

Transportation Option – MV



Scheduled

Month	Ambulatory	WheelChair	Total
October	28,980	17,258	46,238
November	28,357	17,133	45,490
December	27,570	17,014	44,584
January	26,628	17,722	44,350
February	26,970	16,703	43,673
March	26,176	17,373	43,549
April	26,086	17,717	43,803
May	26,222	17,258	43,480
	FY19 Year to D	ate Total: 355,16	57

Completed

Month	Ambulatory	WheelChair	Total			
October	23,315	14,969	38,284			
November	23,093	14,115	37,208			
December	22,981	14,046	37,027			
January	22,416	14,696	37,112			
February	23,100	14,086	37,186			
March	22,583	14,437	37,020			
April	22,502	14,784	37,286			
May	22,424	14,642	37,066			
F	FY19 Year to Date Total: 298,189					

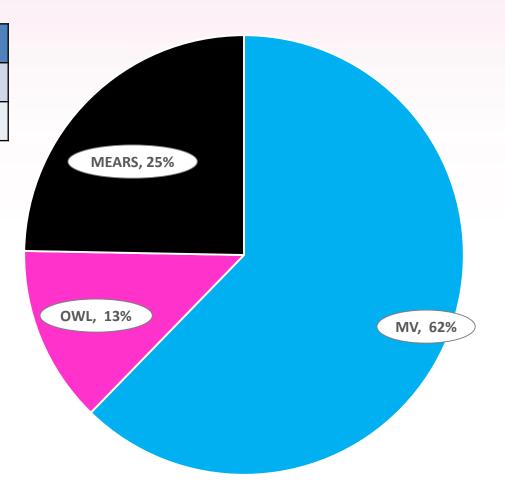
ACCESSLYNX – TRIPS Transitioned to TNC/TAXI May 2019



MV = 37,066

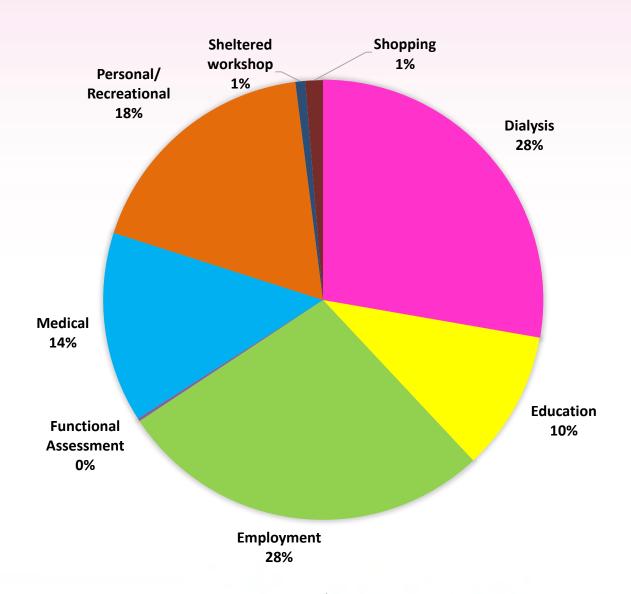
MEARS = 14,707

OWL = 7,754



ACCESSLYNX – ALL TRIPS BY PURPOSE - May 2019





No Show Counts



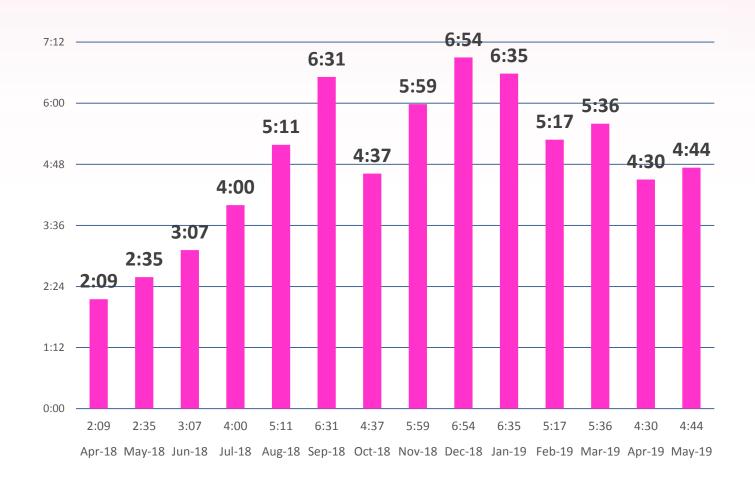
 Mobility Services Supervisors – Review & validation of monthly "no show" report

	November	December	January	February	March	April	May
TOTAL:	5524	5147	4818	4187	4896	4668	4776
Cancel at Door	23	23	23	16	10	3	9
Cancel Late	1354	1038	925	900	993	1024	904
No Show	4147	4086	3870	3271	3893	3641	3863

^{*} Mobility Services currently researching best practices for no show/late cancellations



Performance Measures: Call Center - Average Hold Times



EXPLYNX°

Performance Measures - Unduplicated Eligible Customers

Month	Ambulatory	WheelChair	Both	Total
October	10,764	7,790	13	18,567
November	10,567	7,637	13	18,217
December	10,378	7,470	13	17,861
January	10,169	7,301	13	17,483
February	10,004	7,159	13	17,176
March	9,846	6,996	13	16,855
April	9,653	6,828	13	16,494
May	9,460	6,683	12	16,155

Eligibility - ACCESS LYNX Application Processing **WLYNX**



Program	October	November	December	January	February	March	April	May
ADA - New	213	274	228	202	235	196	306	246
TD - New	107	112	88	113	116	92	101	106
Sub - Total	320	386	316	315	351	288	407	352
ADA- Recert	278	260	339	238	204	209	259	238
TD-Recert	36	57	62	54	55	50	57	46
Sub- Total	314	317	401	292	259	259	316	284
TOTAL New								
and Recert:	634	703	717	607	610	547	723	636
Other						9	55	46
Total								
Denied						63	114	85
		Ma	y - Pending	Functional	Assessment:	132		

Other: Applications for Stretcher service, Medicaid, Out of Service area, non-completion

ACCESS LYNX - Employees



- Current Number of Employees in the Call Center
 - 4 Total Mobility Service Supervisors
 - 40 Total Mobility Service Representatives (MSR)
- Vacancies
 - 1 Mobility Service Supervisor
 - 3 MSRs Full Time
- Reassigned
 - 1 MSR reassigned to TNC Program Serving Call Center as needed
 - 1 MSR reassigned to Deskwork supporting all MSRs Serving Call Center as needed
 - 2 Safety & Training Coordinators assigned to TNC/Taxi Trip Identification and Trip Scheduling process

Program Initiatives



- Eligibility Restructure
- Travel Training Initiative
- Trip Broker Integration
- ActiveNetwork Citizen Request (ACR) update
- Triennial Review
- CTC Annual Operating Report
- Implementation of new providers/travel options



Monthly Report C: Planning and Development Report

To: LYNX Board of Directors

From: Tomika Monterville

DIRECTOR OF PLAN & DEVELOP

Bruce DetweilerTechnical Contact

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 7/25/2019

STRATEGIC PLANNING

LYNX staff have begun scheduling coordination workshops with the funding partners to discuss LYNX Forward and their respective jurisdictional transit service goals.

LYNX staff from Safety, Transportation & Planning met with staff from Seminole County and the City of Casselberry to discuss the Fern Park Super Stop.

Planning & Development Director, Tomika Monterville, presented at the Conference of Minority Transportation Officials (COMTO) 48th Annual National Meeting & Training Conference in Tampa, Florida, on preparing transit agencies for Innovative Mobility. GIS Coordinator and GIS Analyst, Francis Franco and Melissa Meiner, respectively, attended the ESRI National User's Conference in San Diego, California to learn best practices with ArcGIS and other spatial data innovations.

SERVICE PLANNING

Service Planning welcomed a new Service Planner, Louis Beato, to the team earlier this month. Mr. Beato was formerly the Director of Scheduling at New York MTA where he served for over 30 years.



Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: Tomika Monterville

DIRECTOR OF PLAN & DEVELOP

Bruce DetweilerTechnical Contact

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report for May 2019

Date: 7/25/2019

The attached monthly Performance Report includes May Year-To-Date figures for ridership and other performance indicators. Total ridership for May 2019 was 2,045,109. This is a 1.2% decrease from May 2018. On-Time Performance for Fiscal Year-To-Date 2019 is 71.6%.

- LYNX overall ridership decreased by 5K, or 4.4%, compared to May 2018. Year-to-date ridership for FY-19 will be updated on the June 2019 Performance Report due to a delay in receiving VanPool numbers for May 2019.
- LYMMO ridership increased by 13K, or 17.7%, compared to May 2018. Year-to-date ridership for FY-19 (692,687) increased 1.1% compared to FY-18 (684,889).
- Fixed Route ridership decreased by 15K, or 0.8%, compared to May 2018. Year-to-date ridership for FY-19 (15,004,431) decreased by 3.9% compared to FY-18 (15,610,625).
- NeighborLink ridership increased by 3K or 32.4% compared to May 2018. Year-to-date ridership for FY-19 (97,609) increased 35.4% compared to FY-18 (72,090).
- ACCESS LYNX ridership increased by 5K, or 8.8%, compared to May 2018. Year-to-date ridership for FY-19 (502,345) increased by 14.7% compared to FY-18 (437,826).
- Vanpool ridership for May 2019 will be updated on the June 2019 Performance Report due to a delay in receiving ridership numbers.
- There were no special events ridership to report for May 2019.



RIDERSHIP

Total Ridership by Mode								
	May-18	May-19	% Δ	YTD-18	YTD-19	%Δ		
LYMMO	74,579	87,815	17.7%	684,889	692,687	1.1%		
Fixed Route	1,894,906	1,879,898	-0.8%	15,610,625	15,004,431	-3.9%		
NeighborLink	8,735	11,568	32.4%	72,090	97,609	35.4%		
ACCESS LYNX	60,495	65,828	8.8%	437,826	502,345	14.7%		
Vanpool	31,814	N/A		242,739	N/A			
Special Events	0	0	-	23,096	25,894	12.1%		
SYSTEM TOTAL	2,070,529	2,045,109	-1.2%	17,071,265	16,322,966	-4.4%		

^{*}Vanpool totals were not available at time of publication.

May 2018:	22 Weekdays	4 Saturdays	5 Sundays
May 2019:	22 Weekdays	4 Saturdays	5 Sundays

LYNX ridership decreased by 25K, or 1.2%, compared to May 2018. System-wide average weekday riders decreased by 4.4% year-to-date.

LYMMO ridership increased by about 13K, or 17.7%, compared to May 2018. Average weekday ridership for LYMMO was up 18.5% in May 2019. Part of the increase can be attributed to the various Orlando City Soccer Club games.

Fixed Route ridership decreased by 15K, or 0.8%, compared to May 2018. Average daily ridership decreased by 5.9% compared to the same time period last year. Nationwide bus ridership has seen the largest decrease among transit modes, according to American Public Transportation Association (APTA). This is primarily due to the increased use of rideshare programs, and the low unemployment rate.

NeighborLink ridership increased by about 3K, or 32.4%, compared to May 2018. This is due to inaccurate ridership reporting from the previous year, which has been corrected.

ACCESS LYNX ridership increased by 5K, or 8.8% when compared to May 2018. This is on par with a general increased use of paratransit as more people become eligible for this service.

Vanpool totals for May 2019 were not available at time of publication. These totals will be updated on the next report.

*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.96/gallon in May 2018 and \$2.98/gallon in May 2019.

Average Daily Ridership by Mode												
Mode	<u> </u>	<u>Weekday</u>	<u>:</u>	<u>Saturday</u>		<u>Sunday</u>						
Wiouc	May-18	May-19	% Δ	May-18	May-19	% Δ	May-18	May-19	%Δ			
LYMMO	2,804	3,324	18.5%	1,545	1,647	6.6%	1,343	1,622	20.8%			
Fixed Route	73,863	69,523	-5.9%	36,772	47,879	30.2%	24,566	31,773	29.3%			
NeighborLink	339	491	44.8%	217	251	15.7%	-	-	-			
ACCESS LYNX	2,094	2,586	23.5%	1,154	1,349	16.9%	516	887	71.9%			
Vanpool	1,270	N/A		212	N/A		180	N/A	-			
SYSTEM TOTAL	80.370	75,924	-5.5%	•	•	- -	•	•				

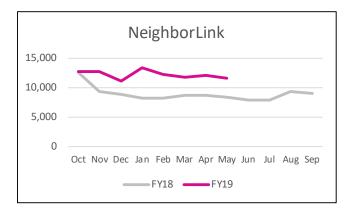
^{*}Vanpool totals were not available at time of publication.



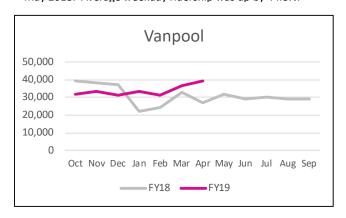
MONTHLY RIDERSHIP TRENDS BY MODE



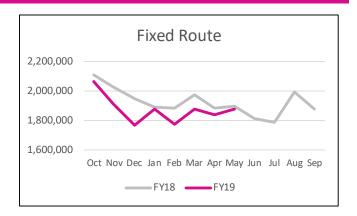
LYMMO ridership increased by 17.7% compared to the same time last year. Average weekday riders increased by 18.5%.



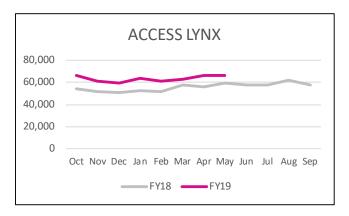
NeighborLink ridership increased by 32.4% when compared to May 2018. Average weekday ridership was up by 44.8%.



^{*}Vanpool totals were not available at time of publication.



Fixed route ridership decreased 0.8% compared to May 2018. Average weekday riders decreased by 5.9%.



ACCESS LYNX ridership increased 8.8% compared to this time last year. The average daily riders increased by 23.5%.



FY19 Monthly Modal Performance Data Sheet - April 2019

F,	FY19 Monthly Modal Performance Data Sheet - April 2019										
Hydrical April 2013 April 2013 April 2014 April 2015 April 201											
					ИMO						
Oct	105,656	11	74%		0	0.03	10,017	99%	16	82%	
Nov	93,747	10	73%		0	0.03	9,494	99%	16	60%	
Dec	87,666	9	69%		0	0.05	9,510	99%	16	91%	
Jan	87,496	9	67%		0	0.04	9,659	99%	16	89%	
Feb	87,216	10	56%	ole	0	0.04	8,848	99%	16	99%	
Mar	84,207	9	80%	Not Applicable	0	0.08	9,608	99%	16	56%	
Apr	85,757	9	86%	ldd	0	0.05	9,558	99%	16	100%	
May	87,815	9	84%	ot A	0	0.08	9,510	99%	16	100%	
Jun				ž							
Jul											
Aug											
Sep											
YTD	719,560	9	73.6%		0	0.05	76,204	99%	16	85%	
			Fi	xed	Route	•					
Oct	2,109,632	23	68%	26%	7	0.03	92,014	99%	289	82%	
Nov	2,023,844	23	69%	24%	3	0.03	87,162	99%	291	60%	
Dec	1,947,343	22	69%	18%	4	0.05	88,180	99%	288	91%	
Jan	1,893,608	21	70%	23%	3	0.04	88,882	99%	290	89%	
Feb	1,877,747	23	69%	20%	6	0.04	82,808	99%	289	99%	
Mar	1,876,966	21	76%	23%	7	0.08	90,390	99%	283	56%	
Apr	1,866,937	21	76%	20%	4	0.05	89,368	99%	288	100%	
May	1,879,898	21	77%	19%	7	0.08	90,894	99%	285	100%	
Jun											
Jul											
Aug											
Sep											
YTD	15,475,975	22	71.6%	22%	41	0.05	709,698	99%	288	85%	l



FY19 Monthly Modal Performance Data Sheet - April 2019

רז	FY19 Monthly Modal Performance Data Sheet - April 2019											
	Pide Ship	On Vime P.	Collected E.	W.D.	Gompolation Composition	Feer 100,001	Preventabling Onlies	Compression menance of the compression of the compr				
NeighborLink												
Oct	12,667	100%	100%	1	11.0	85%	95%					
Nov	12,681	100%	100%	0	6.9	86%	96%					
Dec	11,176	100%	100%	0	9.2	83%	97%					
Jan	13,403	100%	100%	0	2.8	84%	95%					
Feb	12,320	100%	100%	0	9.3	84%	96%					
Mar	11,770	100%	100%	0	7.5	96%	96%					
Apr	12,024	100%	100%	0	5.3	100%	100%					
May	11,568	100%	100%	0	12.8	83%	98%					
Jun												
Jul												
Aug												
Sep												
YTD	97,609	100%	100%	1	64.8	88%	97%					
		A	CCESS L'	YNX								
Oct	66,227	90.55%	99.57%	0	10.8	96%	95%					
Nov	61,404	89.93%	99.63%	1	8.7	95%	96%					
Dec	59,049	90.97%	99.68%	2	9.5	96%	97%					
Jan	63,239	93.26%	99.67%	0	5.4	95%	95%					
Feb	60,822	92.41%	99.50%	1	7.5	96%	96%					
Mar	62,409	91.34%	99.42%	0	10.9	96%	96%					
Apr	66,156	90.56%	99.62%	0	11.1	94%	100%					
May	65,828	92.36%	99.60%	2	6.5	95%	98%					
Jun												
Jul												
Aug												
Sep												
YTD	505,134	91.42%	99.59%	6	70.4	95%	97%					

Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip's operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.