

# LYNX Board Agenda

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

Meeting Date: 8/27/2020  
Meeting Time: 1:00 PM

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

The Central Florida Regional Transportation Authority d/b/a LYNX meeting will be held virtually by means of communications media technology pursuant to the Office of the Governor Executive Order #20-69 and subsequently extended.

The opportunity to provide public comment is available until the Chair closes the item. To appear in person to speak or to submit written comments to LYNX Board of Directors, complete the customer service form and select Public Comment on <http://www.golynx.com/contactus> or email to [publiccomments@golynx.com](mailto:publiccomments@golynx.com). For additional information regarding other methods of submitting comments, contact the Board Agenda Coordinator at 407-254-6003.

When you are recognized, state your name and address. Please limit your comments to the 3 minute limit set by LYNX Board of Directors policy. Large groups are asked to name a spokesperson.

## 1. Call to Order

## 2. Approval of Minutes

-  Board of Directors Meeting Minutes 7.23.20 Pg 4

## 3. 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.

## 4. Chief Executive Officer's Report


## 5. Oversight Committee Report

## 6. Consent Agenda





### A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for the Installation, Repair and Removal of LYNX Transit Shelters and Associated Amenities Pg 7
- ii.  Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Surveillance Cameras with DVRs for ACCESS LYNX, Paratransit and NeighborLink Service Vehicles Pg 9
- iii.  Authorization to Release a Request for Proposal (RFP) of the Construction Phase for the LYMMO Orange Line State of Good Repair (LYMMO OL SGR) Pg 11










### B. Award Contracts

- i.  Authorization to Negotiate and Award a Contract to R. L. Burns, Inc. for the Construction of Safety, Security, and Aesthetic Improvements at the Rosemont Transfer Center Pg 13


### C. Extension of Contracts

- i.  Authorization to Exercise the First Option Year of Contract #18-C02 with Bridgestone Americas Tire Operations, LLC for Tire Leasing Pg 16
- ii.  Authorization to Exercise the First Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up Inc., for Pressure Washing LYNX Central Station and Facilities Pg 18
- iii.  Authorization to Exercise the Second Option Year of Contract #17-C05 with Helping Hand Lawn Care, LLC for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities Pg 20
- iv.  Authorization to Exercise the Second Option Year for Third Party Claims Administration Services Contract #17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Contract Not-To-Exceed (NTE) Amount to \$1,200,000 Pg 22


## D. Miscellaneous

- i.  Authorization to Submit an Application to the State of Florida, Division of Emergency Management for Funding Authorized by the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program Pg 24
- ii.  Authorization to Submit the FY2021 Transit Development Plan Annual Minor Update Pg 26
- iii.  Authorization to Negotiate and Enter into Agreements Related to the Construction of the Pine Hills Transfer Center Pg 28  
  
-Attachments     
- iv.  Authorization to Auction Surplus Capital Items and Obsolete Parts Pg 82

## 7. Work Session

- A.  Update on the FY2021 Proposed Operating and Capital Budgets Pg 96

## 8. Information Items

- A.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 97

## 9. Other Business

## 10. Monthly Reports

- A.  Communications Report - July 2020 Pg 98
- B.  Mobility Service Reports Pg 112  
  
-Attachments 
- C.  Monthly Financial Report - June 2020 Pg 124  
  
-Attachments 
- D.  Planning and Development Report - August 2020 Pg 126
- E.  Ridership Report - June 2020 Pg 127  
  
-Attachments 

## 11. Adjourned

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**  
                  **Virtual and Board Room, 2<sup>nd</sup> Floor**  
                  **Orlando, FL 32801**

**DATE:**       **July 23, 2020**

**TIME:**       **1:00 p.m.**

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**Members in Attendance:**

Buddy Dyer, Mayor, City of Orlando, Chair

Jerry Demings, Mayor, Orange County, Vice-Chair

Jared Perdue, Secretary, Florida Department of Transportation – District 5, Secretary

Lee Constantine, Commissioner, Seminole County BoCC

Viviana Janer, Commissioner, Osceola County BoCC

**1. Call to Order**

Chair Dyer called the meeting to order at 1:00 p.m.

Mr. Harrison read a statement that allows for this meeting to be held virtually pursuant to an order by the Office of the Governor Executive Order #20-69 and subsequently extended which suspends the in-person forum for this meeting and allows for video and teleconferencing. All Board members, senior LYNX staff, and general counsel, Pat Christiansen are present. There is a direct video feed in the LYNX Board Room for public comments, and a conference phone number allows the public to listen to this meeting.

Chair Dyer asked Mayor Demings to lead the Pledge of Allegiance.

**2. Approval of Minutes**

Commissioner Constantine moved to approve the Board of Directors meeting minutes of June 25, 2020. Mayor Demings seconded. The minutes were unanimously approved as presented.

**3. Public Comments**

No members of the public were present to speak.

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

Jim Harrison, Chief Executive Officer, thanked LYNX frontline workers for keeping the buses rolling.

Installation of the driver's protection shields had been accelerated until the pandemic started. Sneeze guards were put in as a protective measure. The shields are now sixty percent completed with an anticipated completion date of August 28.

LYNX collaborated with the Orlando Economic Partnership to wrap one of the buses with the Safer Stronger Together and Do Your Part ORL campaign. That bus will be on the street by next week.

LYNX staff is recommending the continuation of the fare suspension through August. If conditions allow, the provision can be changed and the fares could be reinstated earlier.

#### **5. Oversight Committee Report**

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier that morning. She stated that the committee approved the minutes from the June 25, 2020, Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee dated July 16, 2020.

The Oversight Committee recommends approval of all Consent Agenda items.

We received a report on the updating of LYNX administrative rules and policies. This will come before the Board in the coming months.

#### **6. Consent Agenda:**

Chair Dyer asked Mr. Harrison if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.C.iv.

Mr. Harrison stated that he recommends all Consent Agenda items.

- A. Request for Proposal (RFP)
  - i. Authorization to Release a Request for Proposal (RFP) for the Installation of a Bus Disinfecting System on LYNX Transit and Paratransit Bus Fleets
- B. Extension of Contracts
  - i. Authorization to Exercise the First Option Year for the Repaint of LYNX Bus Shelters Contract #17-C19 with JMD Global Developers, LLC
- C. Miscellaneous
  - i. Authorization to Purchase Against Cooperative Purchase Agreements to Support Phone System Operations
  - ii. Authorization to Transfer Two (2) Retired Revenue Vehicles to the Lakeland Area Mass Transit System

- iii. Authorization to Purchase Six (6) 2020 Dodge Durango Vehicles as Replacement Vehicles for Transportation Supervisors
- iv. Authorization to Extend the Suspension of the Collection of Fares Through August 31, 2020

Chair Dyer asked for a motion on the Consent Agenda items. Commissioner Constantine made a motion to approve Consent Agenda items 6.A.i through 6.C.iv. Seconded by Commissioner Janer. Motion passed unanimously

**8. Information Items:**

There was one item for review purposes only, no action was requested.

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

**9. Monthly Reports: (For review purposes only)**

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

- A. Communications Report – June 2020
- B. Mobility Service Report
- C. Monthly Financial Report – May 2020
- D. Planning and Development Report – July 2020
- E. Ridership Report – May 2020

**10. Other Business**

No other business was discussed.

**11. Adjourned:**

The meeting adjourned at 1:11 p.m.

**Certification of Minutes:**

I certify that the foregoing minutes of the July 23, 2020 LYNX Board of Director’s meeting are true and correct, approved by the Board of Directors.

**X**

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Assistant

# LYNX Board Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Jeffrey Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Release a Request for Proposal (RFP) for the Installation, Repair and Removal of LYNX Transit Shelters and Associated Amenities

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the installation, repair and removal of LYNX Transit Shelters and Associated Amenities.

### **BACKGROUND:**

In February of 2019, LYNX awarded a contract to Barracuda Building Corporation (Contract #19-C56) for the installation, repair and removal of LYNX passenger shelters and related amenities. The term of the contract was for two years, with no option years, and will expire in February of 2021.

The RFP will support a variety of tasks to include, but not be limited to: site demolition and preparation, traffic control, ground work, installation of ADA landing pads, installation of transit shelters and amenities; repairs and removal of shelters and amenities. The contract will include all labor, material, equipment, and suppliers required to provide the services.

LYNX has an annual goal of installing approximately twenty five (25) to thirty (30) shelters throughout the service area. This may vary from year-to-year based on funding partner requests and project needs.

# LYNX ard Agenda

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

A DBE participation goal of 12% is assessed for this procurement. LYNX's procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

## **FISCAL IMPACT:**

The Preliminary FY2021 Capital Budget includes \$3,382,316 for installation of shelters within our services area. The Preliminary FY2021 Operating Budget includes \$100,000 for the repair of existing shelters.



# LYNX Board Agenda

## Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

**From:** Norman Hickling  
Director Of Mobility Services  
Norman Hickling  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6169

**Item Name:** Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Surveillance Cameras with DVRs for ACCESS LYNX, Paratransit and NeighborLink Service Vehicles

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is seeking the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal for the procurement, installation, and maintenance of up to 603 safety surveillance cameras with 201 DVRs for the 165 ACCESS LYNX paratransit and 15 NeighborLink service vehicles.

### **BACKGROUND:**

The LYNX Board of Directors previously authorized the Chief Executive Officer (CEO) or designee, to submit a grant to the Federal Transit Administration's Surface Transportation Program (STP) in the amount of \$1,841,408 for 254 Automatic Passenger Counters (APCs) and 603 ACCESS LYNX fleet surveillance cameras with 201 Digital Video Recorders (DVRs).

The grant was awarded June 2019, resulting in a funding amount of \$698,338 being dedicated for the surveillance Camera Project. The RFP scope of work will require the procurement and installation of a Digital Video Surveillance camera system and necessary infrastructure, integration, preventative maintenance, and as needed repairs. The system and software must be similar or compatible with current video storage equipment and software currently installed and used by LYNX for its Fixed Route Buses.

The new on-board digital video surveillance camera system will enhance passenger and operator safety by providing continuous visibility of all internal and external operator and passenger interactions while boarding, operating and alighting vehicles.

# LYNX Board Agenda

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

A DBE participation goal of 7% is assessed for this procurement. LYNX procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

### **FISCAL IMPACT:**

The FY2021 Preliminary Capital Budget includes \$689,000 for this project.

# LYNX Board Agenda

## Consent Agenda Item #6.A. iii

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Lismar Matos Hernandez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Release a Request for Proposal (RFP) of the Construction Phase for the LYMMO Orange Line State of Good Repair (LYMMO OL SGR)

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the Construction Phase of the LYMMO Orange Line State of Good Repair (LYMMO OL SGR).

### **BACKGROUND:**

The purpose of this project is to maintain the LYMMO Orange Line in a state of condition that both supports the aesthetics of downtown and maintains the operation functionality of the bus lane. The Federal Transit Administration's (FTA) State of Good Repair Formula Program grants are distributed to state and local governments in urbanized areas for repairs and upgrading of rail and bus rapid transit systems that are at least seven years old.

Currently, the LYMMO Orange Line is in its 21st year of service and in need of several upgrades, repairs and replacement of various components. In March of 2020, LYNX awarded a task order for design to address the most significant issues. This phase has been finished and we are now requesting authorization to proceed with construction.

Construction will support a variety of tasks to include, but not be limited to: replacement of cracked or damaged concrete panels; replacement of damaged or missing expansion joints; installation of new pavement markings, and reflective channelizing devices. The contract will include all labor, material, equipment, and supplies required.

The estimated cost for the construction is \$581,352.

# LYNX ard Agenda

The estimated permit fees and extension of staff permitting and bid support associated with construction is \$38,000.

Including the items above the total project construction related costs for this project is \$619,352.

In addition to construction, Construction Engineering and Inspection (CEI) services will be provided under contract 16-C08 with WSP, Inc. The cost of these services is \$134,311.

The estimated total cost for the project is \$755,663.

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

A DBE participation goal of 5% is assessed for this project. LYNX's procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) and Small Business.

## **FISCAL IMPACT:**

The FY2020 Approved Capital Budget included \$650,000 for this project. LYNX has committed \$107,661 leaving \$542,339 available funds. These funds will be carried into the FY2021 Capital budget, where we have proposed \$860,477 for LYMMO State of Good Repair.

# LYNX Board Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Jeffrey Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Negotiate and Award a Contract to R. L. Burns, Inc. for the Construction of Safety, Security, and Aesthetic Improvements at the Rosemont Transfer Center

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to R.L. Burns, Inc. for the construction of safety, security and aesthetic improvements at the Rosemont Transfer Center.

### **BACKGROUND:**

In February 2019, the LYNX Board of Directors granted permission to proceed with an Invitation for Bid (IFB) for the Rosemont Transfer Center. Due to the nature of the project and the potential short term impact on the travel patterns associated with the neighborhood that this facility was being proposed, it was decided that a Request for Proposal was more appropriate. This would allow the agency to evaluate innovative approaches to maintenance of traffic and other items to minimize construction impacts. It would not solely base the decision on the lowest bid receive, but on the best value.

The final plans approved for this project were as a direct result of extensive public involvement with the Lake Orlando Homeowners Association (LOHOA) that started in 2016 and extended into 2019. After a number of public meetings with the City of Orlando, LOHOA and the riding public a final design was completed and submitted to permitting with the City in late 2019.

The final design will extend the length of the existing bus bays, increases the number of bus shelters from 4 to 10, significantly increases the facility's lighting, and provide other associated amenities such as trash cans and bike racks.

# LYNX Board Agenda

The RFP was released on April 24, 2020, and responses due on June 11, 2020. An on-site pre-proposal conference held on May 7, 2020.

Five (5) proposals were received from the following firms:

**Atlantic Civil Constructors Corporation**  
**Cathcart Construction Company Florida, LLC**  
**Gomez Construction Company**  
**McCree General Contractors and Architects**  
**RL Burns Inc.**

The SEC met on July 30, 2020 at 10:00 am to discuss the five (5) proposals. The meeting was publicly noticed in accordance with the Florida Sunshine Law.

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

- Ricky Gonzalez (Manager of Maintenance)
- Kirk Niccum (Training and Development Coordinator)
- Nanette Stephens (Manager of Mobility Services)

The proposals were evaluated by each member of the SEC based on the following criteria set forth in the RFP:

- **Qualification of the Proposer and Staff (35)**
- **Methodology / Approach (30)**
- **Pricing Proposal (35)**

Scoring of the proposals submitted was based on a total possible score of 100 and the lowest ordinal ranking will be recommended for contract approval:

<b>Proposer</b>	<b>Score</b>	<b>Ordinal Ranking</b>
Atlantic Civil Constructors Corporation	248	12
Cathcart Construction Company Florida, LLC	253	13
Gomez Construction Company	287	5
McCree General Contractors and Architects	261	11
RL Burns Inc.	285	4

After discussions on the proposals received from the five firms, the SEC ranked the proposals received. LYNX staff requests authority to award this contract to RL Burns Inc for a total cost including contingency of \$612,564.55.

# LYNX Board Agenda

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

A DBE participation goal of 5% was assessed for this procurement. M&M Electrical, certified DBE firm will be utilized to perform on the project.

## **FISCAL IMPACT:**

The FY2020 Approved Capital Budget included \$760,000 for this project. LYNX has committed \$72,658 leaving \$687,343 available funds.

# LYNX Board Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Board of Directors

**From:** Elvis Dovalles  
Director Of Maintenance  
Elvis Dovalles  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the First Option Year of Contract #18-C02 with Bridgestone Americas Tire Operations, LLC for Tire Leasing

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #18-C02 with Bridgestone Americas Tire Operations, LLC for transit bus tire leasing services.

### **BACKGROUND:**

On September 28, 2017 the LYNX Board of Directors on Consent Agenda Item #7.B.iv approved the award of Contract # 18-C02 to Bridgestone Americas Tire Operations, LLC for a three (3) years with the option for two (2) one (1) year options for a total not-to-exceed amount of \$3,203,484 for the five year period. Contract #18-C02 expires on September 30, 2020 and option year one (1) will extend the contract from October 1, 2020 to September 30, 2021.

The Contractual Not-To-Exceed Amounts per Fiscal Year are:

Fiscal Year 2018:	\$600,853
Fiscal Year 2019:	\$612,911
Fiscal Year 2020:	\$637,395
Fiscal Year 2021:	\$662,926
Fiscal Year 2022:	\$689,399

It has been LYNX practice to lease tires due to the fact that by leasing tires it results in lower costs per tire mile and the costs of inventory and tire disposal are avoided. LYNX has continually monitored the market reviewing benefits of leasing versus buying transit bus tires and it has been proven that leasing produces the greater benefit as shown below.



# LYNX Board Agenda

FY21 Tire Lease to Buy Annual Cost Comparison @ 54,000 miles per year					
Tire Size	Total # Tires	Lease Cost per tire mile	Purchase Cost per tire mile	Lease Cost per year	Purchase cost per year
B275/70R22.5	48	\$ 0.006338	\$ 0.01032	\$16,428.10	\$26,751.21
B315/80R22.5	1566	\$ 0.005886	\$ 0.00952	\$497,743.70	\$805,106.09
B305/70R22.5	340	\$ 0.005964	\$ 0.01021	\$109,499.04	\$187,426.50
385/55R22.5	12	\$ 0.019001	\$ 0.01510	\$12,312.65	\$9,787.53
Annual Totals				\$635,983.49	\$1,029,071.33

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The Approved FY2020 Operating Budget includes \$623,560 for Tires, and the Preliminary FY2021 Operating Budget includes \$636,000 for Tires. The Bridgestone Tire lease is paid with Federal 5307 Preventative Maintenance funds.

# LYNX Board Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

**From:** Elvis Dovalles  
Director Of Maintenance  
Elvis Dovalles  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the First Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up Inc., for Pressure Washing LYNX Central Station and Facilities

**Date:** 8/27/2020

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### **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 #18-C48 with TJ's Quality Construction Clean-Up, Inc. for Pressure Washing LYNX Central Station (LCS) and Facilities.

### **BACKGROUND:**

On September 28, 2017, the LYNX Board of Directors on Consent Agenda Item #7.B.v approved the award of Contract # 18-C48 TJ's Quality Construction Clean-Up, Inc., for three (3) years with the option for two (2) one (1) year renewal options for a total not-to-exceed amount of \$332,200 for the total five (5) year contract period. Contract #18-C48 expires on October 31, 2020 and option year one (1) will extend the contract from November 1, 2020 to October 31, 2021.

In an effort to provide a clean and safe experience for our customers, LYNX pressure washes the exterior concrete areas at our various Facility locations. This service provides hot water pressure cleaning, along with safe chemicals and reclaimed water at the LCS and other LYNX Facilities. The work is performed in a safe, environmentally responsible manner and in accordance with federal, state, county and city rules, ordinances, and regulations.

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

A DBE participation goal is not applicable for this activity.

# LYNX Board Agenda

## **FISCAL IMPACT:**

The FY2020 Amended Operating Budget includes \$60,000 for Pressure Washing LYNX Central Station and Facilities. FY2019 expenditures were \$60,870 and FY2020 expenditures to date total \$53,450.

# LYNX Board Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

**From:** Elvis Dovalles  
Director Of Maintenance  
Elvis Dovalles  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the Second Option Year of Contract #17-C05 with Helping Hand Lawn Care, LLC for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities

**Date:** 8/27/2020

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### **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 #17-C05 with Helping Hand Lawn Care, LLC for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities.

### **BACKGROUND:**

On September 22, 2016 the LYNX Board of Directors on Consent Agenda Item #6.B.vi approved the award of Contract #17-C05 to Helping Hand Lawn Care, LLC for three (3) years with the option for two (2) one (1) year options for a total not-to-exceed amount of \$325,000 for the five year period. Option year one (1) of Contract #17-C05 expires on September 30, 2020 and option year two (2) will extend the contract from October 1, 2020 to September 30, 2021.

This service is required in order ensure LYNX complies with City and County ordinances related to landscaping for the enhancement of visual and aesthetic appearance of the community. The service also maintains a safe, well-kept natural exterior environment for LYNX's workers, patrons and visitors.

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

A DBE participation goal is not applicable for this activity.

# LYNX Board Agenda

## **FISCAL IMPACT:**

The FY2020 Amended Operating Budget includes \$75,000 for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities. FY2019 expenditures were \$52,700 and FY2020 expenditures to date total \$46,000.

# LYNX Board Agenda

## Consent Agenda Item #6.C. iv

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Tamara Enders  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Exercise the Second Option Year for Third Party Claims Administration Services Contract #17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Contract Not-To-Exceed (NTE) Amount to \$1,200,000

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the Second option year for Third Party Claims Administration Services provided by Preferred Government Claims Solutions, Inc. (PGCS) and to increase the contract not-to-exceed amount from \$915,000 to \$1,200,000.

### **BACKGROUND:**

Preferred Government Claims Solutions, Inc. (PGCS) provides claim handling services for Workers' Compensation, General Liability, Auto Liability and Subrogation claims.

The Board approved the award of Contract #17-C10 for Third Party Claims Administration Services (PGCS) on November 20, 2016. The initial term of the contract was for three (3) years with two (2) one year options.

The Board approved the contract not-to-exceed (NTE) from \$570,000 to \$735,000 on August 22, 2019, as a result of exercising the first option year. The Board approved the contract not-to-exceed (NTE) from \$735,000 to \$915,000 on January 6, 2020, as a result of global settlements. The second option year increase in not-to-exceed is required for projected services.

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

No DBE participation goal is applicable for this activity.

# LYNX Board Agenda

## **FISCAL IMPACT:**

The FY2020 Amended Operating Budget included \$124,000 for Professional Fees for General Liability and \$103,000 for Professional Fees for Workers Compensation. The FY2021 Preliminary Operating Budget includes \$180,000 for Professional Fees for General Liability and \$98,000 for Professional Fees for Workers Compensation.

# LYNX Board Agenda

## Consent Agenda Item #6.D. i

**To:** LYNX Board of Directors

**From:** **Tiffany Homler Hawkins**  
Chief Administrative Officer  
**Belinda Balleras**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **Authorization to Submit an Application to the State of Florida, Division of Emergency Management for Funding Authorized by the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program**

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit an application and enter into an agreement with the State of Florida, Division of Emergency Management, as a qualified and eligible Sub-recipient to receive funds under the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) in the amount of \$4,350,000.

### **BACKGROUND:**

The President's March 13, 2020, COVID-19 nationwide emergency declaration and subsequent major disaster declarations authorized the Federal Emergency Management Agency (FEMA) to provide Public Assistance (PA) Program funding under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) to state, local, tribal, and territorial (SLTT) government entities and certain private nonprofit (PNP) organizations for emergency protective measures. For COVID-19, Congress authorized over \$3 trillion to multiple federal agencies for them to provide assistance to SLTTs in addressing the effects of this public health emergency pandemic.

In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program.



# LYNX Board Agenda

For COVID-19, PA funding is authorized at 75% federal cost share. CARES Act funds generally may not be used to meet the local match requirement for other FTA or DOT grants (49 U.S.C. § 5307(d)(3)). However, if a federal program explicitly allows other federal funds to be used as match and the project meets all requirements of the participating federal agencies, then CARES Act funds may be eligible as match for such a program. Funding under the CARES act may be available as local share of 25 %, to the extent that they meet the FEMA/FDEM eligibility under the Robert Stafford Act. This will be determined at the time of project work application.

LYNX intends to submit FEMA Public Subsidy funding assistance as summarized below:

FEMA Projects		Amount
<b>Operating</b>		
	Direct COVID-19 related expenditures	\$2,800,000
<b>Capital</b>	Direct COVID-19 related equipment	\$3,000,000
	Driver Protection Shield	
	Automatic Bus Disinfecting System	
	Total Project Cost	\$5,800,000
	FEMA Share 75%	\$4,350,000
	Local Share (CARES) 25%	\$1,450,000

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. ii

**To:** LYNX Board of Directors

**From:** **Tomika Monterville**  
Director Of Plan And Development  
**Myles Okeefe**  
(Technical Contact)  
**Patricia Whitton**  
(Technical Contact)  
**Jane Tkach**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Submit the FY2021 Transit Development Plan Annual Minor Update

**Date:** 8/27/2020

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to submit the FY2021 Transit Development Plan (TDP) Annual Minor Update to the Florida Department of Transportation (FDOT) for approval to meet Block Grant funding requirements.

### **BACKGROUND:**

The LYNX TDP Minor Update is completed annually as a self-evaluation tool to review progress towards meeting the goals and implementation plans set within the Major Update that is completed every five years. The TDP Annual, Minor Update assesses LYNX's past year accomplishments, identifies steps to mitigate any discrepancies between the plan and its implementation for the past year and facilitates any necessary changes to the goals, objectives, and strategies, and the implementation plan for the coming year.

The Minor Update also includes a new 10<sup>th</sup> year (2030) and associated new recommendations as well as an updated financial plan identifying operating and capital improvements for LYNX over a ten-year planning horizon, covering the year for which funding is sought, and the nine subsequent years.

Some of the accomplishments highlighted in the LYNX FY 2021 TDP Annual Minor Update, include:

# LYNX Board Agenda

- LYNX's response to COVID-19, including safety measures and service modifications
- Implementation of minor service changes to improve system-wide efficiency in December 2019 and July 2020.
- Diversification of LYNX fleet with Compressed Natural Gas (CNG) and the addition of an initial battery electric bus
- Coordination with MetroPlan Orlando and the City of Orlando to develop a Comprehensive Operational Analysis (COA) for autonomous/connected vehicles in transit revenue service
- Implementation of the WebACCESS secure website that allows ACCESS LYNX passengers to manage and request trips 24 hours/ day/7 days/week
- Initiation of the new ACCESS+ pilot program, providing fixed route travel training and trips to paratransit passengers
- Completion of the LYNX Annual Bus Rodeo competition in February 2020
- Continuation of the planning and construction of facility projects to include: 1.) Pine Hills Superstop; 2.) LYNX Operations Center (LOC)expansion; 3.) Florida Mall Superstop; and 4.) Rosemont Superstop

The Annual Minor Update of the TDP is a needs-based assessment and is not financially constrained.

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

The TDP Annual Update was completed by LYNX staff, therefore DBE Participation does not apply.

## **FISCAL IMPACT:**

The FY2021 Proposed Operating Budget includes FDOT Block Grant funds of \$12,060,907. A Transit Development Plan approved by FDOT is required to receive the FDOT Block Grant.

# LYNX Board Agenda

## Consent Agenda Item #6.D. iii

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Jeffrey Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Negotiate and Enter into Agreements Related to the Construction of the Pine Hills Transfer Center

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into the following agreements related to the Pine Hills Bus Transfer Center, contingent upon the parties to each set of the agreements reaching mutually agreed upon conditions and approvals.

- Development Agreement between LYNX and the Urban League;
- Parking Lot Easement Agreement between LYNX and the Urban League;
- Termination of Easement Agreement by the Urban League;
- Interlocal Agreement between LYNX and Duke Energy; and
- Contribution Agreement between LYNX and Orange County for Pine Hills Trail.

### **BACKGROUND:**

Over the past 15 months, LYNX has undertaken the preliminary and final design of the Pine Hills Transfer Center. As this design is approaching final completion, several agreements are needed. A copy of the final draft of each agreement has been included with this board item for reference.

This board action will allow for delegation to LYNX legal staff to make any changes to the above agreements necessary to protect the best interests of LYNX. The approval of the referenced agreements is required by the Orange County development review process as LYNX seeks to move from final design into permitting for this project.

To date the following agreements have been developed:

# LYNX Board Agenda

**-Development Agreement between LYNX and the Urban League (20-C56)**-This agreement serves to detail the proposed improvements needed on the Urban League property. LYNX will, at its expense, relocate the existing curb cut to avoid conflicts between it and the proposed driveway for the LYNX driveway. Further, LYNX will, at its expense, provide ADA improvements and adjustments to the road radii needed to allow buses to pass side-by-side. As a result of both of these activities, LYNX will, at its expense, improve the Urban League parking lot such that there is no loss of parking spaces.

**-Termination of Easement Agreement by the Urban League (20-C57)**-During the research related to the above two agreements, an unused and no longer needed cross access easement was discovered on the Urban League property. This agreement will abandon the cross access easement and terminate the Agreement.

**-Parking Lot Easement Agreement between LYNX and the Urban League (20-C58)**-This agreement serves as a perpetual easement granted by the Urban League to LYNX to allow satisfactory continuing control over the proposed development area detailed in the previous agreement.

**-Contribution Agreement between LYNX and Orange County (20-C59)**-This agreement serves as a means to allow for Orange County Parks and Recreation to fund the construction of the portion of the Pine Hills Trail through the site. In exchange for the contribution, LYNX will construct and maintain this facility. This agreement also includes an easement agreement as well

**-Interlocal Agreement between LYNX and Duke Energy (20-C60)**-Part of the property for this project includes a transmission power line easement. LYNX has successfully negotiated with Duke Energy to allow parking and a portion of the extension of the Pine Hills Trail to be built through this easement. This agreement codifies those negotiations.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2020 LYNX Approved Capital budget includes \$3,900,000 for design and construction of the Pine Hills bus transfer station. The Proposed FY2021 Capital budget includes the FY2020 amount plus additional for a total project budget of \$8,175,000.

**This instrument prepared by:**

Patrick T. Christiansen, Esquire  
**AKERMAN LLP**  
420 South Orange Avenue, Suite 1200 (32801)  
Post Office Box 231  
Orlando, Florida 32802-0231

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[AKERMAN DRAFT 4/28/20]

**#20-C56**

**DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 between **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX**, having an address of 455 North Garland Avenue, Orlando, Florida 32801 (“**LYNX**”), and **CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, having an address of 2804 Belco Drive, Orlando, Florida 32808 (“**Urban League**”).

**WITNESSETH:**

**WHEREAS**, Urban League is the owner of that certain parcel of real property described in **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Urban League Property**”);

**WHEREAS**, LYNX is the owner of that certain parcel of real property described in **Exhibit “B”** attached hereto and by this reference incorporated herein (the “**LYNX Property**”);

**WHEREAS**, the Urban League Property and the LYNX Property are contiguous to each other as shown on said Exhibits; and

**WHEREAS**, the parties have entered into an Easement Agreement (the “**Easement**”) over a portion of the Urban League Property referred to as the Easement Area (the “**Easement Area**”) as reflected in **Exhibit “C”** attached hereto to allow LYNX to utilize the Easement Area for the purpose of providing access to and utilization of various bus facilities located on the LYNX Property in accordance with ADA requirements; and

**WHEREAS**, the parties wish to redevelop a portion of the Urban League Property to relocate the curbcut where the Easement Area is located and also reconfigure a portion of the parking area on the Urban League Property, all pursuant to this Agreement and at the expense of LYNX.

**NOW, THEREFORE**, for and in consideration of the various easements and rights created herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by LYNX and Urban League, LYNX and Urban League hereby covenant and agree as follows:

**ARTICLE I**  
**Definitions**

Except as otherwise defined herein, whenever used in this Agreement, the following terms and phrases shall have the following meanings:

“**Agreement**” shall have the meaning ascribed thereto in introductory paragraphs above.

“**Curbcut**” shall mean the curbcut allowing access to and from the Urban League Property to Belco Drive. Currently, said curbcut is located through the Easement Area as reflected on the Sketch and said curbcut will be relocated to the north part of the Urban League Property as reflected on said Sketch.

“**Easement Area**” shall mean that area of the Urban League Property identified and set forth in **Exhibit “C”** attached hereto, and which is subject to the Easement. The Easement and the Easement Area are being referred to herein because LYNX has agreed to relocate the current curbcut or accessway to Belco Drive further north so as to enable LYNX to utilize the Easement Area as a part of this Agreement.

“**Parking Lot**” shall mean that portion of the Urban League Property which LYNX has agreed to improve and reconfigure as set forth in said **Exhibit “D”**.

“**Property(ies)**” means individually, or collectively, as the context requires, the LYNX Property and/or the Urban League Property.

“**Relocated Driveway**” shall mean that area depicted on the Sketch and which reflects the relocation of the Curbcut from the south portion of the Urban League Property to Belco Drive from the Easement Area to the northern portion of the Urban League Property.

“**Sketch**” shall mean the sketch of that portion of the Urban League Property showing the Easement Area, showing the relocation of the Curbcut to the northern portion of the Urban League Property, and also reflecting the portion of the Parking Lot to be improved, which Sketch is attached hereto as **Exhibit “E”**.

**ARTICLE II**  
**Development of Urban League Property**

2.1 **Relocation of Curbcut.** LYNX will, at its expense, relocate the Curbcut from the Easement Area to the northern part of the Urban League Property as reflected on the Sketch. In that regard:

(a) LYNX will undertake said relocation of the Curbcut at its expense and obtain all necessary permits and approvals.

(b) Said relocation will be in conformance with all applicable codes and regulations for Orange County and all other governing or administrative bodies having jurisdiction thereof.

(c) LYNX will request that its general contractor prepare a timeline to completion and will provide such timeline to Urban League once it has been made available.

2.2 **The Improvement of Urban League Parking Lot.** LYNX will, at its expense, improve the Parking Lot as follows:

(a) Said Parking Lot will be reconfigured so as to be repaved and striped as noted on the Sketch.

(b) LYNX will create the parking spaces as reflected on the Sketch for the Parking Lot.

(c) The Parking Lot will be connected to the new Curbcut as reflected on the Sketch.

(d) LYNX will request that its general contractor prepare a timeline to completion and will provide such timeline to Urban League once it has been made available.

2.3 In regard to the above-described improvements:

(a) LYNX will keep Urban League informed and provide to Urban League copies of all plans and permits.

(b) LYNX will promptly pay all contractors and will bond off any claims of lien that may be filed against the Urban League Property. LYNX will cause its general contractor to furnish appropriate insurance including liability and evidence of workers compensation, which will reflect both LYNX and the Urban League as certificate holders and/or additional insureds as required. Urban League will be provided copied with said insurance certificates.

(c) The Urban League will execute a Notice of Commencement in form reasonably acceptable to LYNX and the Urban League. Urban League will promptly forward to LYNX any and all Notices to Owner and other similar documents it may receive in connection with said improvements.

(d) LYNX will have access to the Urban League Property at all times in order to undertake these various improvements and LYNX will minimize, to the extent possible, any interference that said construction may have to the Urban League or its customers or invitees and any areas of the Urban League Property other than those required to perform the obligations under the Agreement. Urban League will advise its customers and employees of said improvements and make the areas available for LYNX's contractor to undertake such work. For example, in regard to the portion of the Parking Lot to be developed, Urban League understands that that area will then be roped off so it cannot be used.

(e) LYNX intends to retain a general contractor to undertake the work



contemplated hereunder. Because LYNX will be utilizing Federal Transit Administration funding, the Contractor selection process will be undertaken in accordance with a public solicitation process as required by Federal Transit Administration regulations. Urban League will be permitted to participate on the LYNX source evaluation committee ("SEC"), which evaluates proposals, through the designation of a mutually acceptable representative of Urban League to serve as one of the members of the SEC. Urban League will be provided with a copy of the contract entered into with the general contractor, including all amendments thereto which impact any work governed by this Agreement.

(f) Subject to limitation imposed by Section 725.06, Florida Statutes, the contract with the general contractor will require that the general contractor indemnify and hold harmless the Urban League from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, out of or resulting from performance of the work performed on the Urban League Property, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the general contractor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. In accordance with Section 725.06, Florida Statutes, such indemnification will not apply to the Urban League's own negligence.

(g) Work on the Urban League Property will not be considered complete until the general contractor has delivered a final affidavit, in a commercially reasonable form, incorporating a full and general release of Urban League, as well as a final affidavit and release from any subcontractor.

(h) The contract with the general contractor will require that the work be warrantied for a period of two years and that any non-conforming work be promptly corrected.

(i) Urban League will be identified as a third-party beneficiary of the contract with the general contractor with regard to any warranty rights.

### **ARTICLE III** **Notices**

Any notice, request or other communication (a "**notice**") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by facsimile or email (provided a copy of such notice is deposited with an overnight courier for next Business Day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, facsimile transmission or e-mail during the recipient's normal business hours (provided a copy of such notice is deposited with an overnight courier for next Business Day delivery), deposit with such overnight courier for next Business Day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such

notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. The parties' respective addresses for notice purposes are as follows.

If to LYNX: LYNX  
455 North Garland Avenue  
Orlando, Florida 32801  
Attn: Jeffrey Reine  
Email: jreine@golynx.com

with a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.  
Fax No.: (407) 254-4233  
Email: pat.christiansen@akerman.com

If to Urban League: Central Florida Urban League  
2804 Belco Drive  
Orlando, Florida 32808  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

In the event that any party encumbers its Property with a mortgage and such party shall provide the other party with notice thereof and the name and address of the Mortgagee, then any notice given hereunder shall also be given to such Mortgagee; provided, however, that if there is more than one Mortgagee with respect to any Property, an party shall be obligated to provide notice to only one of such Mortgagees.

#### **ARTICLE IV** **Miscellaneous**

4.1 **Applicable Law; Venue.** This Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida. Any action, suit or proceeding arising in conjunction with this Agreement shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

4.2 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable Laws. If any provision of this Agreement, or the application thereof to any Person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to any

other Person or circumstance shall not be affected thereby but rather shall be enforced to the greatest extent permitted by Law.

4.3 **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being mutually acknowledged and agreed that both parties and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments thereto.

4.4 **Amendments.** Any amendment to this Agreement shall not be binding upon any party unless such amendment is in writing and executed by all parties.

4.5 **Headings.** The headings inserted at the beginning of certain sections of this Agreement are for convenience only, and do not add or subtract from the meaning of the contents of each such section.

4.6 **Rights Cumulative.** Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive as to those given by law or available in equity. Notwithstanding any of the foregoing to the contrary, in no event shall either party have, and each party hereby waives, any and all rights to seek any punitive, speculative, special or consequential damages under this Agreement.

4.7 **Attorneys' Fees.** If an party brings an action at law or in equity against another party in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party court costs and reasonable attorneys' fees actually incurred.

4.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original.

4.9 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns (except as otherwise expressly provided in this Agreement).

4.10 **No Public Rights in Property.** Notwithstanding anything herein to the contrary, nothing in this Agreement shall create any right in the public at large except for the rights expressly granted to any party hereunder.

4.11 **Waivers.** No failure of any party hereto to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Agreement.

4.12 **No Joint Venture.** This Agreement shall not be deemed or construed to create any joint venture, partnership or similar relationship between the parties.

4.13 **No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties hereto and their respective legal representatives, heirs, successors-in-title, transferees and assigns, but not for any third person except as otherwise specifically provided herein.

4.14 **Time of the Essence.** Time is of the essence with respect to this Agreement and each and every provision hereof.

4.15 **Recitals.** The Recitals set forth at the beginning of this Agreement are incorporated into this Agreement.

4.16 **Entire Agreement.** This Agreement, together with simultaneously created documents specifically referenced herein, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under seal and delivered as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY,  
d/b/a LYNX**

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
James E. Harrison, Chief Executive Officer

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by James E. Harrison as Chief Executive Officer of **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, on behalf of the authority, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

**CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

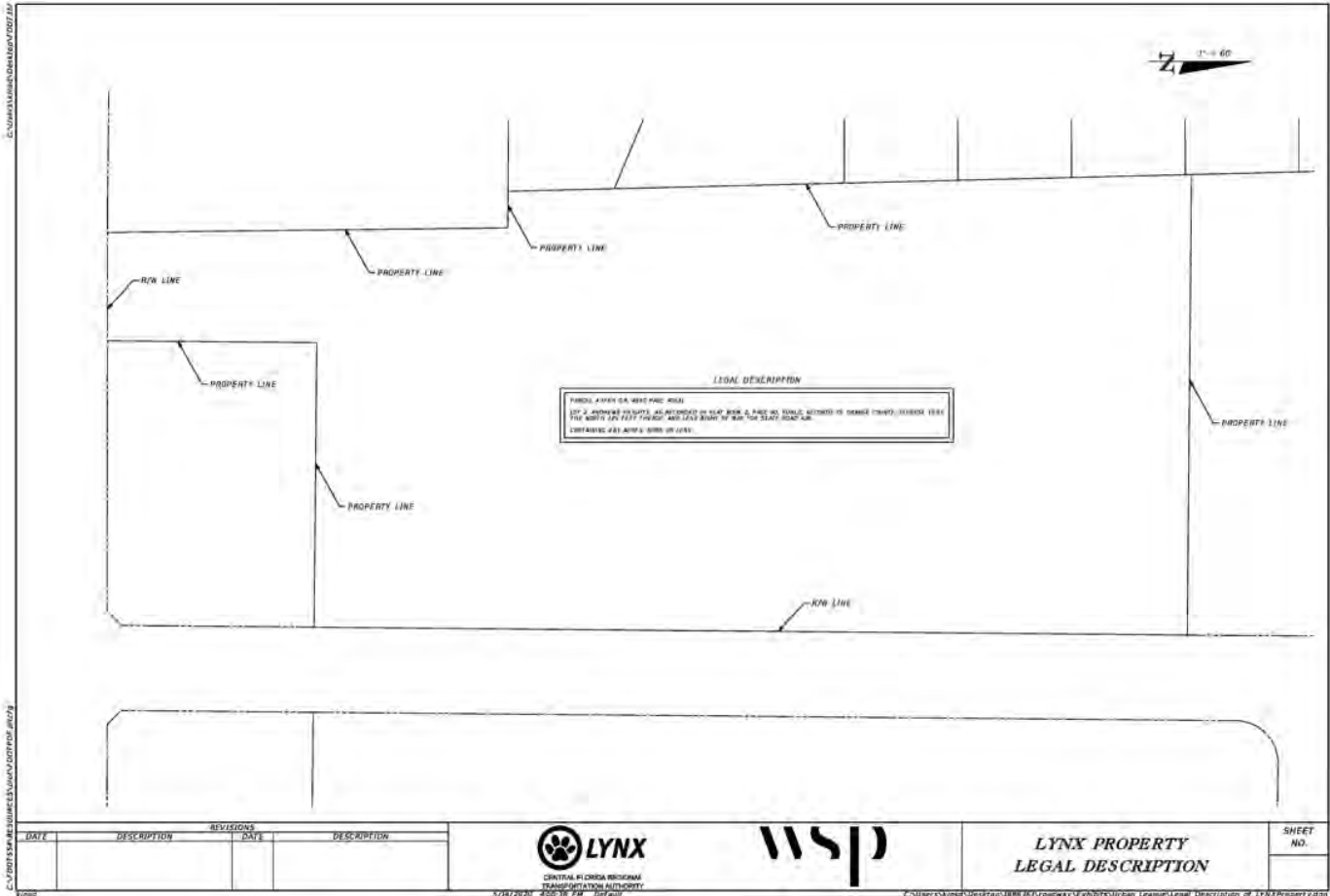
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of **CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# EXHIBIT "B"

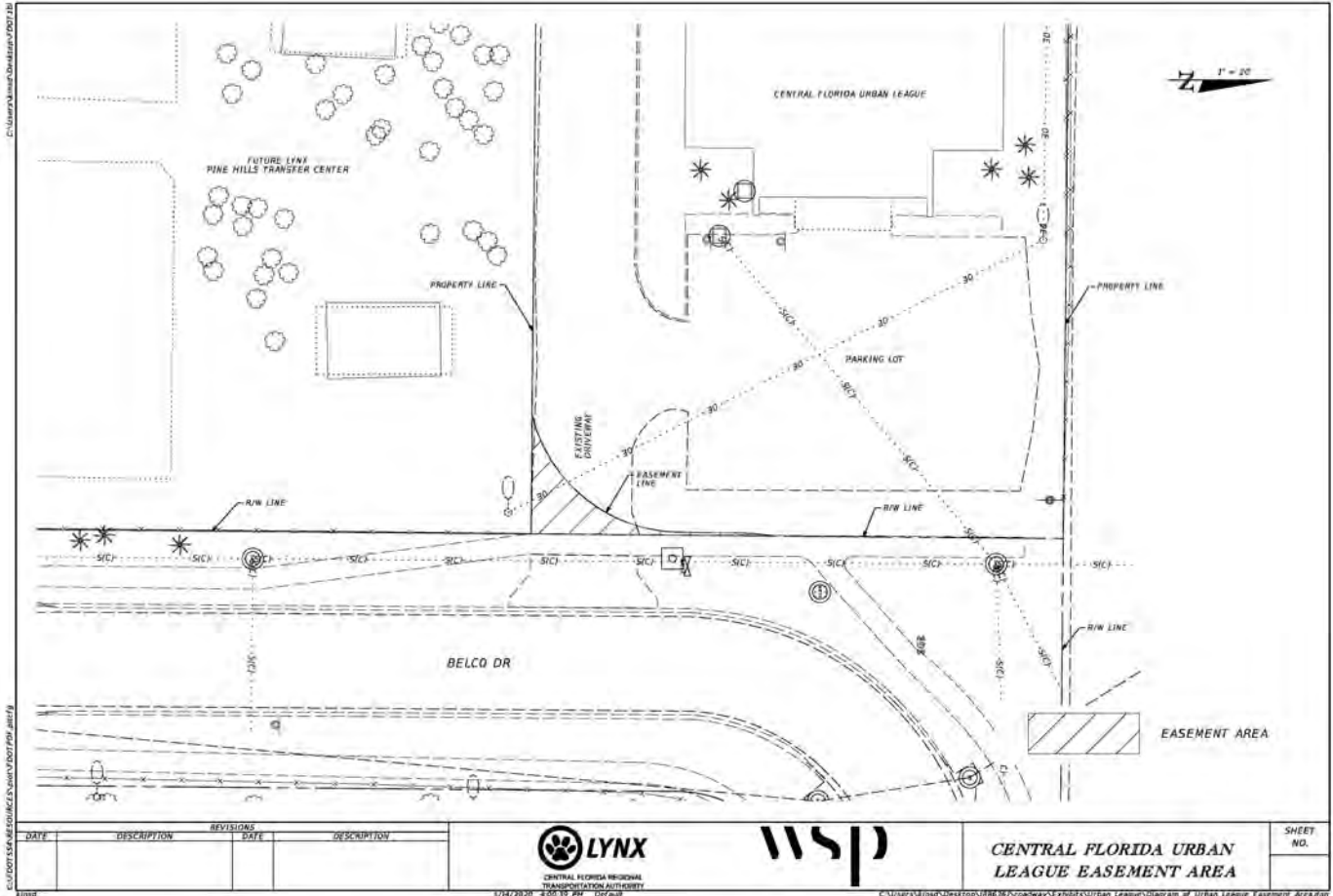
## Description of Lynx Property





# EXHIBIT "C"

## Description and Sketch of Easement Area



REVISIONS	
DATE	DESCRIPTION

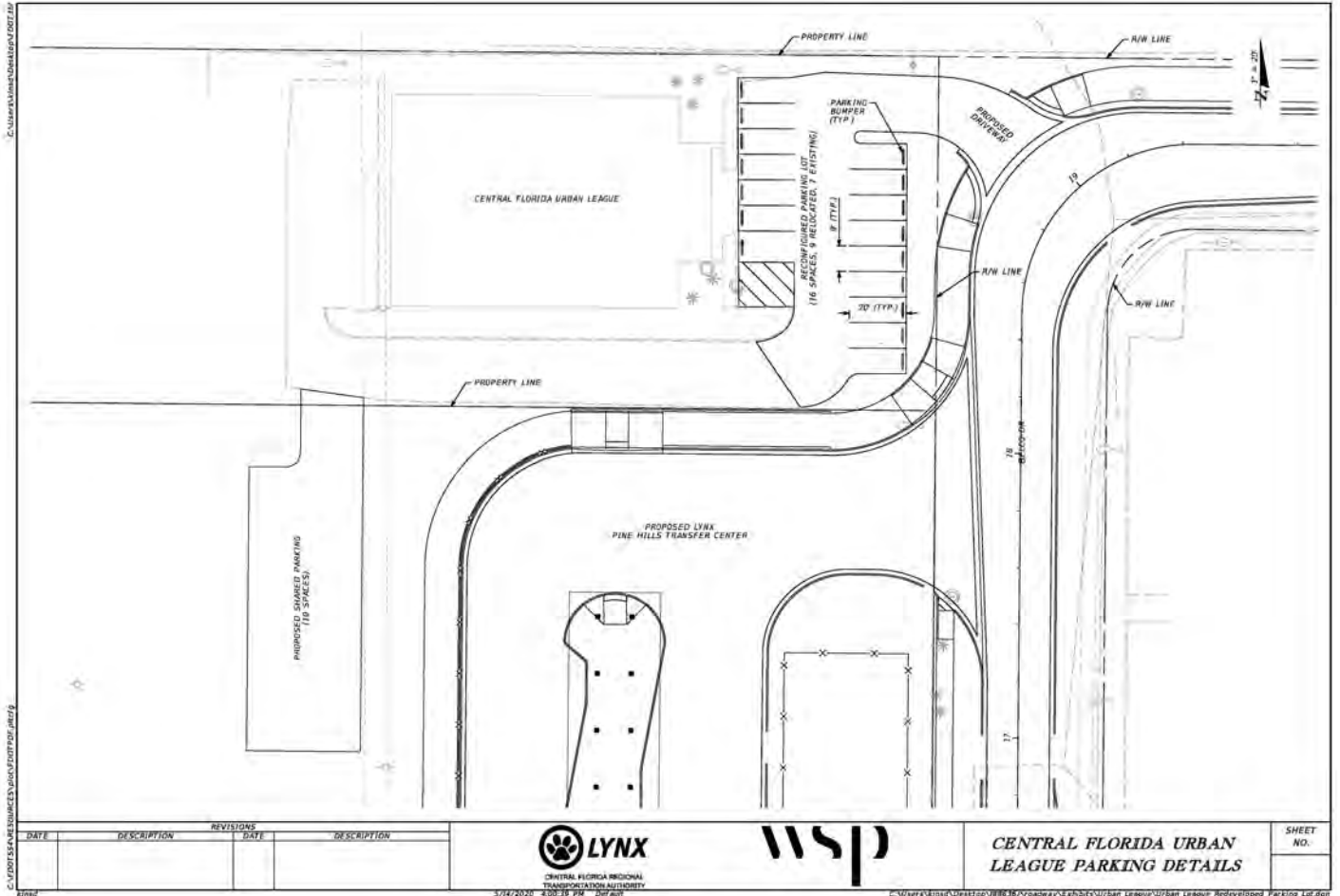


**CENTRAL FLORIDA URBAN LEAGUE EASEMENT AREA**

SHEET NO.

# EXHIBIT "D"

## Sketch Showing Redeveloped Parking Lot



		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



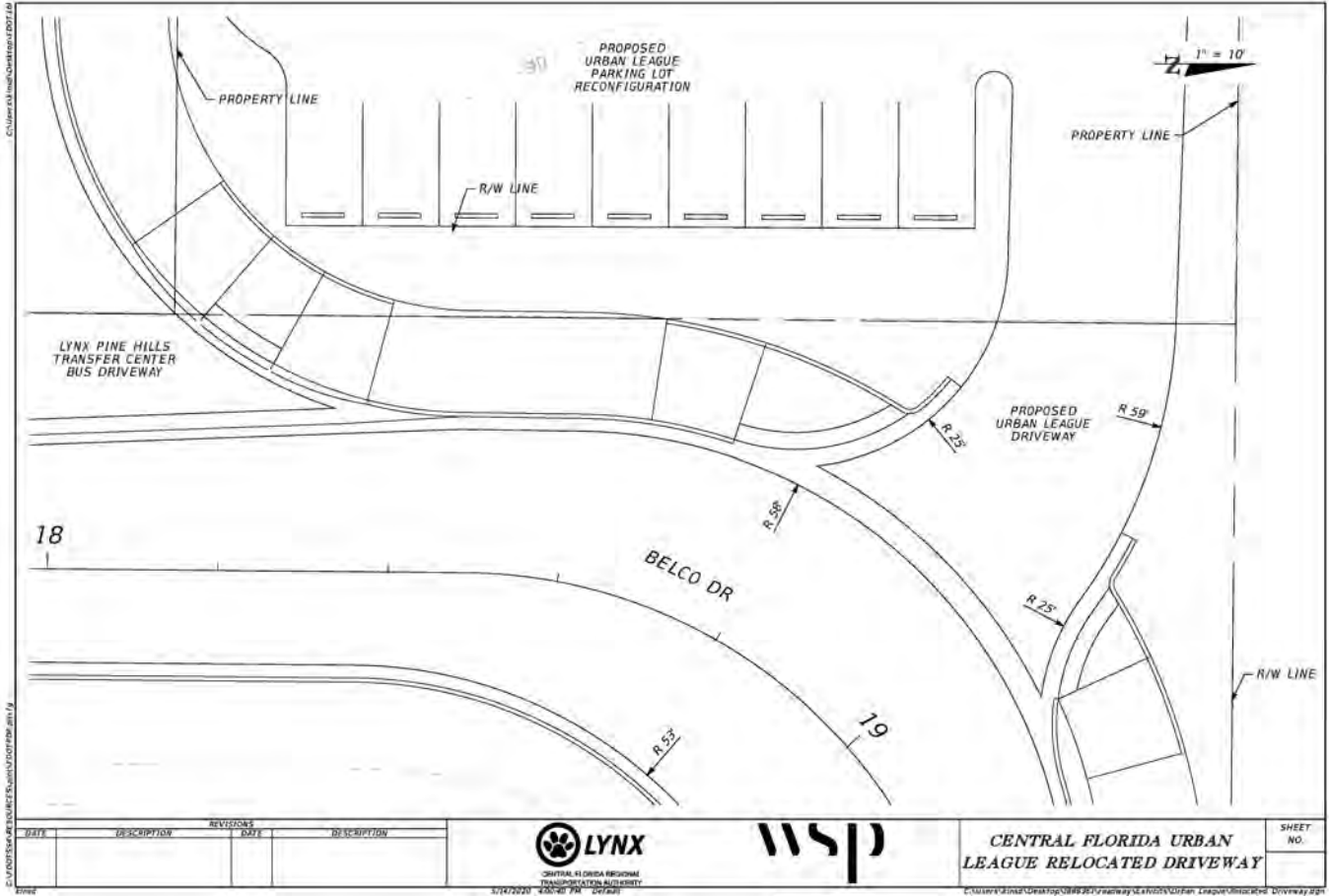
**CENTRAL FLORIDA URBAN LEAGUE PARKING DETAILS**

SHEET NO.

C:\Users\kline\Desktop\2021\2101\2101.dwg 3/14/2020 4:00:39 PM Detail C:\Users\kline\Desktop\2021\2101\2101.dwg

# EXHIBIT "E"

## Sketch Showing Relocated Driveway



**This instrument prepared by:**

Patrick T. Christiansen, Esquire  
**AKERMAN LLP**  
420 South Orange Avenue, Suite 1200 (32801)  
Post Office Box 231  
Orlando, Florida 32802-0231

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**#20-C57**  
**TERMINATION OF EASEMENT AGREEMENT**

**THIS TERMINATION OF EASEMENT AGREEMENT (“Termination”)** is made this \_\_\_\_ of \_\_\_\_\_, 2019, by and among **CENTRAL FLORIDA COMMUNITY PROPERTIES, INC. (“Urban League”)**, whose address is 2804 Belco Drive, Orlando, Florida 32808, and **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (“LYNX”)**, having an address of 455 North Garland Avenue, Orlando, Florida 32801.

**RECITALS**

A. Urban League and LYNX are successors in title to the properties benefited and burdened by that certain Easement granted by Quit Claim Deed recorded January 21, 1981 in Official Records Book 3167, Page 833, of the Public Records of Orange County, Florida (“**Easement Agreement**”).

B. The parties have determined that there is no need for the Easement Agreement and it unnecessarily burdens the Urban League property and the Easement Agreement should terminate.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, Urban League and LYNX agree as follows:

1. The Easement Agreement is hereby terminated and has no further force or effect.
2. For no consideration or payment, the parties agree to take any and all actions to remove and eliminate any depiction of, reference to, or requirement for, the Easement Agreement on any Orange County approvals and documentation.
3. This Termination may be executed in one or more counterparts, and by electronic means, each of which when taken together shall constitute one and the same original. To facilitate the execution and delivery of this Termination, the parties hereto may execute and exchange counterparts of the signature pages by e-mail, and the signature page of any party to any counterpart may be appended to any other counterpart, and electronic signatures of any of the parties hereto shall be deemed originals for all purposes.

**(Signature Pages Follow)**

**IN WITNESS WHEREOF**, this Termination has been executed by Urban League and LYNX as of the date and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Printed Name of Witness)

Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

As to "Urban League"

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY,  
d/b/a LYNX**

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
James E. Harrison, Chief Executive Officer

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Printed Name of Witness)

As to "LYNX"

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by James E. Harrison as Chief Executive Officer of **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, on behalf of the authority, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**This instrument prepared by:**

Patrick T. Christiansen, Esquire  
**AKERMAN LLP**  
420 South Orange Avenue, Suite 1200 (32801)  
Post Office Box 231  
Orlando, Florida 32802-0231

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**#20-C58**

**EASEMENT AGREEMENT**

**This EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**,  
whose address is 2804 Belco Drive, Orlando, Florida 32808  
(“**Grantor**” or “**Urban League**”),

and

**CENTRAL FLORIDA REGIONAL TRANSPORTATION  
AUTHORITY d/b/a LYNX**, having an address of 455 North  
Garland Avenue, Orlando, Florida 32801 (“**Grantee**” or “**LYNX**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain parcel of real property located in Orange County, Florida, which is more particularly described on **Exhibit ”A”** attached hereto (hereinafter referred to as the “**Urban League Property**”); and

**WHEREAS**, Grantee is the owner of that certain parcel of real property located in Orange County, Florida, which is more particularly described on **Exhibit ”B”** attached hereto (hereinafter referred to as the “**LYNX Property**”); and

**WHEREAS**, attached hereto as **Exhibit ”C”** is the legal description and a sketch of description (the “**Sketch of Legal Description**”) of a portion of the Urban League Property (the “**Easement Area**”). Grantee desires to obtain from the Grantor an easement over the Easement Area and Grantor has agreed to convey such easements, all upon such terms set forth herein below.

**ARTICLE I**  
**Definitions**

Except as otherwise defined herein, whenever used in this Agreement, the following terms and phrases shall have the following meanings:

“**Easement Area**” means that particular area over which an easement is granted pursuant to this Agreement and more particularly described and depicted on **Exhibit ”C”** attached hereto.



“**Easement(s)**” means any easement(s) or other right of use or access granted by this Agreement, as the context may require, including the Easement.

“**Granted**” means, in the context of the Easements described in this Agreement, granted, conveyed, declared, created, imposed and established.

“**Grantee**” shall have the meaning ascribed thereto in the introductory paragraphs above and shall include any Owner of the LYNX Property as may exist from time to time.

“**Grants**” means, in the context of the Easements described in this Agreement, to grant, convey, declare, create, impose and establish.

“**Laws**” shall mean all federal, state, county, city or other governmental laws, statutes, codes, ordinances, rules, regulations or other legal requirements.

“**LYNX Property**” shall be the property owned by Grantee and more particularly described and set forth in **Exhibit ”A”** attached hereto.

“**Mortgagee**” shall mean the holder of any mortgage upon all or any portion of the Urban League Property or LYNX Property.

“**Owner**” means any Person or Persons who own or hold a fee simple interest in either the LYNX Property or the Urban League Property, subject to the following special rules:

(i) any Mortgagee shall not be deemed an Owner, unless such Person shall have excluded the mortgagor from possession thereof by appropriate legal proceedings following a default under any mortgage or has acquired fee simple title to such property by foreclosure or deed-in-lieu of foreclosure;

(ii) tenants or lessees of any portion of such real property shall not be deemed an Owner thereof, unless otherwise agreed in writing by the fee simple or remainder title holder thereof and approved in writing by the other Owners, **provided, however**, said persons shall be deemed to be Permittees; and

(iii) any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any such real property shall not be deemed an Owner solely as a result of such easements, rights-of-way or licenses.

“**Permittees**” means the employees, agents, contractors, and licensees of LYNX.

“**Person**” means any corporation, partnership, limited liability company, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

“**Property(ies)**” means individually, or collectively, as the context requires, the LYNX Property and the Urban League Property.

“**Sketch of Legal Description**” means that certain Sketch of Legal Description (including a legal description) attached hereto as **Exhibit “C”** and by this reference incorporated herein.

**ARTICLE II**  
**Grant and Use of Easement**

**2.1 Easement.** Grantor hereby grants, declares and conveys to Grantee a perpetual, exclusive easement appurtenant on, over, across, under, upon and through the Easement Area. The Grantee may use the Easement Area for purposes of providing for ADA access and crosswalk purposes for providing access to and utilization of various bus facilities located on Grantee's property, or any other use intended by the Grantee.

**2.2 Structures.** Without the Grantee's prior written permission, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of the Easement shall be placed over or permitted to encroach upon any portion of the Easement Area.

**2.3 No Interruption in Use of the Easement Area or Unreasonable Interference With the Use thereof by the Grantor.** Neither the Grantor nor any of its Permittees shall interfere or obstruct the use of the Easement by the Grantee or any of its Permittees without the prior written consent of the Grantee,

**ARTICLE III**  
**Maintenance, and Repair of the Easement Area**

In regard to the Easement Area, the Grantee shall, at its expense, maintain in good order, condition and repair, the Easement Area and make any and all repairs and replacements that may from time to time be required with respect thereto.

**ARTICLE IV**  
**Condemnation**

**4.1 Entitlement to Awards.** Any award made to Grantor or Grantee in connection with the condemnation or taking of any property, no matter when occurring, shall, as to Grantor or Grantee, belong to the Owner of the real property condemned or taken (in whole or in part) by such proceeding, **provided, however,** the Grantee shall be entitled to assert a claim in connection with the condemnation or taking of any portion of the Easement Area, as described in Section 5.2 below. The Owner of the condemned property in question may settle or litigate the amount of the award with respect to such condemnation or taking, free of interference and without the need for approval of the other Owner; **provided, however,** that the Owner whose real property or interest is subject to the condemnation or taking shall keep the other Owner informed of all material developments concerning such condemnation or taking if such condemnation or taking materially affects the other Owner's rights hereunder.

**4.2 Separate Awards.** The Owner whose real property is not the subject of the condemnation or taking but which has rights and interests in the real property being condemned or taken created by this Agreement shall have the right to seek and obtain any separate award to which such Owner may be entitled as a result of the loss of such Owner's rights under this Agreement.

**ARTICLE V**  
**Default and Remedies**

**5.1 Injunctive Relief.** In addition to any and all other rights and remedies available at law or in equity, any Owner may bring any proceeding in the nature of injunction or other equitable remedy against an Owner who defaults in its obligations or otherwise violates the terms of this Agreement, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this Agreement. Each of the terms, covenants and conditions of this Agreement shall be subject to an action for specific performance.

**5.2 Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner or Mortgagee shall have the right, but is not obligated, to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner. Should the defaulting Owner fail to pay said amount within thirty (30) days after the furnishing to it of a final bill and accounting along with lien releases from all contractors, the Owner or Mortgagee who performed such obligations in accordance with the immediately preceding sentence shall be entitled to recover interest at the Interest Rate. Notwithstanding the foregoing, in the event of (i) an emergency, and or (ii) material impairment of any easement rights Granted under this Agreement, the affected Owner or its Mortgagee may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof actually incurred.

**5.3 Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity, **provided, however,** no Owner shall be liable to another Owner for any consequential or punitive damages.

**5.4 No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Property made in good faith for value, but the easement, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such portion of the Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

**ARTICLE VI**  
**Term**

The easement, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Orange County Comptroller for Orange County, Florida and shall remain in full force and effect thereafter in perpetuity until this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of LYNX Property and Urban League Property and joined in by any Mortgagee of the LYNX Property and Urban League Property.



**ARTICLE VIII**  
**Covenants Running With the Land**

The Easements, rights and privileges Granted herein benefiting the LYNX Property, and the obligations created herein burdening the Urban League Property, shall run with and be appurtenant to title to the LYNX Property. The Easements, rights and privileges Granted herein benefiting the LYNX Property, and the obligations created herein burdening the Urban League Property, shall run with and be appurtenant to title to the Urban League Property. The Easements, rights and privileges Granted in this Agreement are independent of any contractual agreements of the parties set forth in this Agreement or otherwise, and no breach or default under this Agreement by any party hereto of or under such contractual agreements will cause or result in a forfeiture or reversion of the Easement, or any of the rights and privileges Granted in this Agreement except as otherwise expressly provided herein. Every entity, including any holder of a mortgage, acquiring or holding any interest or estate in the LYNX Property or Urban League Property, as applicable, shall take and hold such interest or estate or the security title with respect thereto with notice of, and subject to, the terms and provisions of this Agreement and shall be entitled to the benefit hereof. In accepting such mortgage with respect to, any of the LYNX Property or Urban League Property, as applicable, each such entity shall be deemed to be subject and subordinate to, and to have consented to, this Agreement and all provisions hereof. This Agreement shall be deemed to be incorporated into each deed of conveyance and/or mortgage hereafter made by Grantor with respect to the Urban League Property and by Grantee with respect to the LYNX Property, in each case regardless of whether this Agreement is expressly referenced therein. The foregoing to the contrary notwithstanding, upon the conveyance of the Urban League Property by Grantor or the LYNX Property by Grantee, the conveying party shall not have any further liability for obligations arising and accruing under this Agreement after the date of such conveyance with respect to the property so conveyed; provided however, that nothing herein shall be construed to relieve any conveying party from any liability for any sums or obligations arising or attributable to periods prior to such conveyance.

**ARTICLE IX**  
**Miscellaneous**

**9.1 Applicable Law.** This Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida. The exclusive venue for any action which may be brought by any party hereto in connection with this Agreement or any other matter relating thereto, shall be in the Courts of Orange County, Florida. Each party expressly waives a right to jury trial. In the event of a dispute hereunder, prior to any party filing suit, the parties will engage in non-binding mediation in Orange County, Florida, as expeditiously as possible to resolve said dispute; **provided, however,** the foregoing shall not preclude a party from instituting suit, including seeking injunctive relief, where the rights and benefits of a party hereunder to the benefits of using the Easements are being adversely and materially affected by the other party.

**9.2 Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable Laws. If any provision of this Agreement, or the application thereof to any Person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to any

other Person or circumstance shall not be affected thereby but rather shall be enforced to the greatest extent permitted by Law.

**9.3 Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being mutually acknowledged and agreed that Grantor and Grantee and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments thereto.

**9.4 Entire Agreement.** This Agreement, together with simultaneously created documents specifically referenced herein, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**9.5 Amendments.** Any amendment to this Agreement shall not be binding upon any Owner unless such amendment is in writing and executed by all Owners and the Mortgagees of the LYNX Property and the Urban League Property.

**9.6 Headings.** The headings inserted at the beginning of certain sections of this Agreement are for convenience only, and do not add or subtract from the meaning of the contents of each such section.

**9.7 Rights Cumulative.** Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive as to those given by law or available in equity. Notwithstanding any of the foregoing to the contrary, in no event shall either Owner have, and each Owner hereby waives, any and all rights to seek any punitive, speculative, special or consequential damages under this Agreement.

**9.8 Attorneys' Fees.** If an Owner brings an action at law or in equity against another Owner in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party court costs and reasonable attorneys' fees actually incurred.

**9.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original.

**9.10 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns (except as otherwise provided in Article X, above), and to the extent necessary for the implementation of such party's rights under this Agreement (e.g. maintenance, repair, construction, etc.), the contractors, subcontractors, licensees, consultants and agents of such parties (**provided, however,** that no such contractors, subcontractors, licensees, consultants and agents shall have any right to enforce this Agreement).

**9.11 Estoppels.** Upon the written request of any Owner, the other Owner shall, within ten (10) Business Days after receipt of such written request, submit a written statement, addressed to the Person designated by the requesting Owner, that, to the responding Owner's actual

knowledge, this Agreement is in full force and effect, that there has been compliance with all terms, covenants and conditions of this Agreement by the requesting Owner (or if there exists any noncompliance, the nature of such noncompliance), and that there exist no uncured defaults in the terms, covenants and conditions of this Agreement by the requesting Owner (or, if there exist any defaults, the nature of such defaults).

**9.12 Habendum.** Each grantee of any Easement or other right Granted under this Agreement shall have and hold such Easement and rights, together with all and singular the other rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining to the only proper use, benefit and behoof of such Owner and grantee.

**9.13 Mortgage Notice.** Each Mortgagee shall be provided with a copy of any written notice directed to, or originated by, an Owner upon the request of such Mortgagee or any Owner. Failure to deliver a copy of any notice to any Mortgagee shall not impair the effectiveness of any notice provided to any Owner in accordance with this Agreement and shall in no event create any liability on the part of the Owner failing to provide the notice to the Mortgagee.

**9.14 Waivers.** No failure of an Owner to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such Owner's right to demand exact compliance with the terms of this Agreement.

**9.15 No Joint Venture.** This Agreement shall not be deemed or construed to create any joint venture, partnership or similar relationship between Grantee and Grantor.

**9.16 No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties hereto and their respective legal representatives, heirs, successors-in-title, transferees and assigns, but not for any third person except as otherwise specifically provided herein.

**9.17 Time of the Essence.** Time is of the essence with respect to this Agreement and each and every provision hereof.

**9.18 Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any portion of the Property, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

**9.19 Reference to Sketch of Legal Description and Sketches.** To the extent there is any reference to the Sketch of Legal Description or sketches in this Agreement, those matters are used solely for identification purposes only and shall not, in and of themselves, create any rights or restrictions on the property of any Owner.

**9.20 Terms "Grantor" and "Grantee".** Reference to the parties hereto by the terms "Grantor" and "Grantee" shall not, in and of themselves, reflect any restrictions between the parties for the use of their respective Properties.

**9.21 Sovereign Immunity.** The parties are aware and understand that LYNX is a government agency entitled to sovereign immunity under the laws of the State of Florida. This concept, among other matters, limits the liability of LYNX in tort actions and also restricts the

ability of LYNX to provide indemnification and/or insurance beyond the strict limits set forth in the statute on sovereign immunity. As such, notwithstanding any other provisions of this Agreement to the contrary notwithstanding, none of the provisions contained herein shall waive or modify in any way whatsoever the provisions of sovereign immunity as they apply to LYNX. LYNX does not in any way waive any of the provisions regarding sovereign immunity.

**[SIGNATURES BEGIN ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under seal and delivered as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Grantee”

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **CENTRAL FLORIDA COMMUNITY PROPERTIES, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public - State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY,  
d/b/a LYNX**

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
James E. Harrison, Chief Executive Officer

“Grantee”

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by James E. Harrison as Chief Executive Officer of **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, on behalf of the authority, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONSENT BY MORTGAGEE ON URBAN LEAGUE PROPERTY**

The undersigned, being the owner and holder of a mortgage on the Urban League Property, being that certain Mortgage dated April 23, 2003, and recorded April 28, 2003 in Official Records Book 6886, Page 2610, Public Records of Orange County, Florida, does hereby join in this Agreement for the purpose of consenting to and acknowledging same.

Dated: \_\_\_\_\_, 2019

Signed, sealed and delivered in the presence of the following witnesses:

**BANK OF AMERICA, N.A.**

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of Bank of America, N.A., on behalf of the company, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**EXHIBIT “C”**

**SKETCH OF LEGAL DESCRIPTION**  
(including legal description)

The following sketch is for identification purposes only and does not in and of itself create any vested rights.

**[Sketch is on following pages.]**

**SCHEDULE "A"**

PARCEL No.: 18-22-29-0169-00-020  
ESTATE: FEE SIMPLE  
PURPOSE: PERPETUAL EASEMENT

**LEGAL DESCRIPTION:**

A portion of the North 125.00 feet of Lot 2 of ANDREWS HEIGHTS, as recorded in Plat Book 2, Page 90, Public Records of Orange county, Florida, being described as follows:

Commence at the Northeast corner of said Lot 2, run thence South 00° 22' 01" East along Easterly line of said Lot 2; said point also being the Westerly right-of-way line of Belco Drive a distance of 61.29 feet to the Point of Beginning. Thence continue along said Easterly line South 00° 22' 01" East a distance of 63.71 feet to the South line of the North 125 feet of said Lot 2; thence departing said Easterly line run South 89° 40' 49" West along said South line of North 125 feet a distance of 28.65 feet to a point on a non-tangent curve concave Northwesterly having a radius of 35.00 feet and a chord bearing of North 38° 07' 03" East; from a tangent bearing of North 76° 15' 00" East, thence departing said South line, run Northerly along the arc of said curve through a central angle of 76° 15' 54" a distance of 46.59 feet to a point of tangency; thence North 00° 00' 10" East a distance of 14.87 to a point of curvature of a curve concave Easterly having a radius of 73.00 feet and a chord bearing of North 05° 55' 43" East; thence Northerly along arc of said curve through a central angle of 11° 51' 07" for a distance of 15.10 feet to the Point of Beginning.

Containing 336 square feet, more or less.

**GENERAL NOTES:**

1. The purpose of this sketch is to delineate the description attached hereto. This does not represent a boundary survey.
2. Bearings based on the Easterly line of Lot 2 of ANDREWS HEIGHTS, as recorded in Plat Book 2, Page 90, Public Records of Orange county, Florida, being S 00° 22' 01" E.
3. No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
4. All recording references shown on this sketch refer to the Public Records of Orange County, Florida, unless otherwise noted.
5. This sketch may have been reduced in size by reproduction. This must be considered when obtaining scaled data.

SKETCH OF DESCRIPTION ONLY; THIS IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

*Herman Daniel Williams III*  
Herman Daniel Williams III, P.S.M.  
LICENSE NUMBER 6227  
CERTIFICATE OF AUTHORIZATION No. LB 7963  
Dated: 03/18/2019



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORANGE COUNTY FLORIDA  
**LYNX - PINE HILLS  
TRANSIT CENTER**

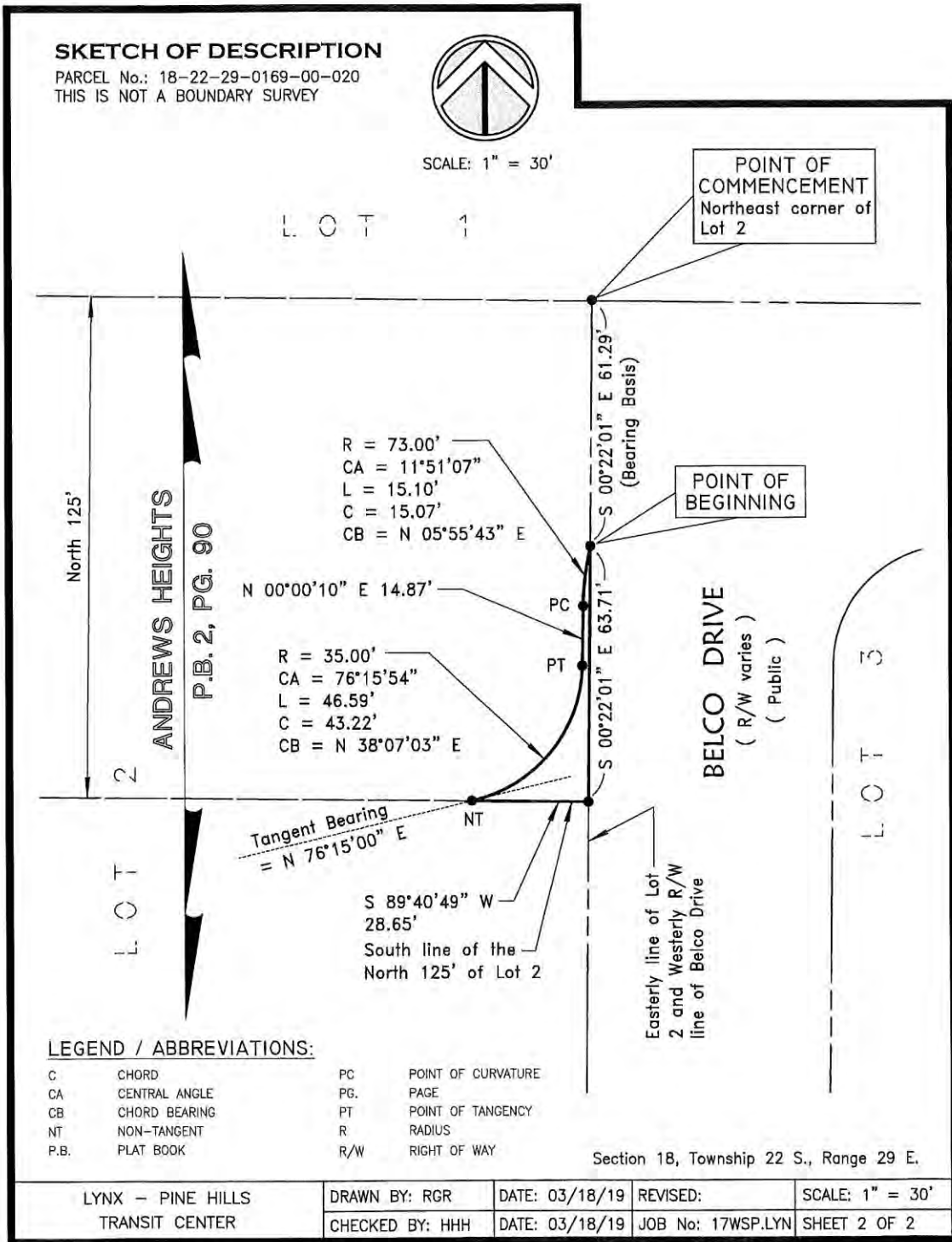
DRAWN BY: RGR	DATE: 03/18/19
CHECKED BY: HHH	DATE: 03/18/19
REVISED:	SCALE: N/A
JOB No: 17WSP.LYN	SHEET 1 OF 2

**SKETCH OF DESCRIPTION**

PARCEL No.: 18-22-29-0169-00-020  
THIS IS NOT A BOUNDARY SURVEY



SCALE: 1" = 30'



LYNX - PINE HILLS  
TRANSIT CENTER

DRAWN BY: RGR  
CHECKED BY: HHH

DATE: 03/18/19  
DATE: 03/18/19

REVISED:  
JOB No: 17WSP.LYN

SCALE: 1" = 30'  
SHEET 2 OF 2



**#20-C59**  
**CONTRIBUTION AGREEMENT**

**THIS CONTRIBUTION AGREEMENT** (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined) by and among **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY D/B/A LYNX**, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, and whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801 (“LYNX”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”).

**WITNESSETH:**

**WHEREAS**, LYNX is the fee simple owner of that certain real property located within Orange County, Florida, as legally described in **Exhibit “A”** attached hereto (“Property”)’ and

**WHEREAS**, LYNX intends to construct on the Property a continuation of the Pine Hills Trail (the “Project”), which trail continuation is reflected on the sketch attached hereto as **Exhibit “B”** (the “Sketch”) and thereafter own and maintain the Project; and

**WHEREAS**, LYNX has agreed to engage professionals to design, permit, engineer, develop and construct the Project based on the terms and conditions of this Agreement and the mutual obligations of County and LYNX as more particularly set forth herein; and

**WHEREAS**, County has agreed to contribute to the LYNX the Capital Contribution (as defined below) for the design, engineering, development, permitting, construction and/or maintenance as more particularly set forth herein; and

**WHEREAS**, LYNX and County desire to set forth the terms and conditions of their agreement for the construction, maintenance and use in the Project, and contribution of the Capital Contribution.

**NOW THEREFORE**, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **County’s Payment**. County has appropriated and shall contribute to LYNX a one-time contribution in an amount equal to Three Hundred and Fifty-Two Thousand and No/100 Dollars (\$352,000.00) (“County’s Capital Contribution”) to be used by LYNX for the design, permitting, engineering, development, construction and/or maintenance of the Project (as determined by LYNX). The County’s Capital Contribution shall be paid to the LYNX on or before October 1, 2020.
3. **Construction of the Project**. LYNX shall cause construction of the Project to commence as soon as reasonably practical after the issuance of all required permits. Once construction has commenced on the Project, the LYNX shall cause its contractor to diligently and in good faith proceed with the construction of the Project.

4. **Maintenance of Project.** LYNX will be responsible for maintaining the Project for a period of ten (10) years or such longer period as determined by LYNX in its sole discretion.

5. **Use of Project.** It is the intent of the parties that the Project be available as a multi-use continuation of the Pine Hills Trail as described in the Orange County Trails Master Plan, dated as of August 2012, as amended (the "Master Plan"), and be made available for use by the general public as contemplated by the Master Plan.

6. **Lobbying.** LYNX shall not expend any funds paid under this Agreement for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

7. **Permitting.** LYNX shall be responsible for obtaining or causing to be obtained all land use, zoning, special exception, building, development and environmental permits or approvals necessary for the proper execution and completion of the work which are legally required hereunder.

8. **Notice.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

LYNX: Central Florida Regional Transportation Authority  
Attn: Jeffrey Reine  
455 North Garland Avenue, Suite 500  
Orlando, Florida 32801  
Telephone: (407) \_\_\_\_\_  
Facsimile: (407) \_\_\_\_\_  
Email: jeff.reine@akerman.com

With a copy to: Akerman LLP  
Attn: Patrick T. Christiansen, Esq.  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Telephone: (407) 419-8545  
Telecopy: (407) 254-4233  
Email: patrick.christiansen@akerman.com

COUNTY: Mayor  
Orange County, Florida  
201 South Rosalind Avenue  
Orlando, Florida 32801

With a copy to: County Administrator  
Orange County, Florida  
201 South Rosalind Avenue, Fifth Floor  
Orlando, Florida 32801

and

County Attorney  
Orange County, Florida  
201 South Rosalind Avenue, Third Floor  
Orlando, Florida 32801

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

9. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement (“Effective Date”).

10. **Term and Termination.** The term of this Agreement shall continue for a period of ten (10) years following completion of the construction and final permitting of the Project.

11. **Amendments.** This Agreement may be amended upon the mutual written consent of the parties hereto.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party to the extent incorporated into this Agreement.

13. **No Partnership.** LYNX and County do not, in any way or for any purpose, become a partner of the other in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise.

14. **Waiver.** The failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall not constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

15. **Time.** Time is of the essence of this Agreement.

16. **Governing Law and Venue.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

17. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

18. **Attorneys’ Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party hereto shall bear its own costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and

expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

19. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

20. **Relationship of Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

21. **Successors and Assigns.** LYNX shall not assign its right hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

22. **Force Majeure.** The time for the performance of LYNX's obligations under this Agreement, including without limitation LYNX's performance of the design, permitting and construction requirements set forth herein, will be extended for a period of time equal to any period of delay experienced by LYNX, or the number of days lost, due to any of the following ("**Force Majeure**"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities (including failure or delay in issuing necessary approvals, permits, and licenses so long as Seller is diligently pursuing its obligations hereunder), act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of LYNX.

23. **Participation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

24. **Jury Trial.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION THEREWITH.

\* \* \* \* \*

*[SIGNATURE PAGE OF THE CONTRIBUTION AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND ORANGE COUNTY, FLORIDA]*

**IN WITNESS WHEREOF**, County and LYNX have caused this Agreement to be executed as of the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Jerry L. Demings  
Orange County Mayor

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

ATTEST:

As Clerk of the Board of County Commissioners

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

Deputy Clerk

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

STATE OF FLORIDA            )  
  ) sash:  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Jerry L. Demings, as Mayor of Orange County, Florida, a public corporation and public body corporate and politic of the State of Florida, and who each have acknowledged that he/she executed the same and that each was authorized to do so. Each is personally known to me or \_\_\_\_\_has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

AFFIX NOTARY STAMP

*[SIGNATURE PAGE OF THE CONTRIBUTION AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND ORANGE COUNTY, FLORIDA]*

**“LYNX”**

**WITNESSES:**

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate body formed pursuant to Ch. 343, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: James Harrison, Esq, P.E.  
Title: Chief Executive Officer

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF FLORIDA        )  
  )  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by James Harrison, Esq, P.E., Chief Executive Officer of Central Florida Regional Transportation Authority, on behalf of the LYNX, who is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification.

AFFIX NOTARY STAMP

\_\_\_\_\_  
NOTARY PUBLIC OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

*[ADDITIONAL SIGNATURE PAGES TO FOLLOW]*







**This document jointly prepared by the Parties Involved**  
**Return to:**  
**Attn:**

**# 20-C60**  
**TRAIL AGREEMENT**

THIS TRAIL AGREEMENT (this "AGREEMENT"), made this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between DUKE ENERGY FLORIDA, LLC a Florida Limited Liability Company d/b/a Duke Energy (hereinafter referred to as "DUKE ENERGY") and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "LYNX"), and collectively referred to herein as the "PARTIES," to allow for the construction of parking and the continuation of the Pine Hills Trail within a portion of DUKE ENERGY's Easement for the completion of the LYNX's Pine Hill Transfer Station (hereinafter referred to as the "Trail");

**WITNESSETH:**

WHEREAS, LYNX desires to construct, operate and maintain an extension of the Pine Hills Trail and associated parking structure (hereinafter referred to as the "Project"), and by this reference incorporated herein and made a part hereof, and which Trail continuation is reflected on the sketch attached hereto as Exhibit "A" (the "Sketch") and thereafter own and maintain the Project; and

WHEREAS, Orange County has appropriated and agrees to contribute to LYNX a one-time contribution in an amount equal to Three Hundred and Fifty-Two Thousand and No/100 Dollars (\$352,000.00) ("County's Capital Contribution") to be used by LYNX for the design, permitting, engineering, development, construction and/or maintenance of the Project; and

WHEREAS, it is the intent of the parties that the Project be available as a multi-use continuation of the Pine Hills Trail as described in the Orange County Trails Master Plan, dated as of August 2012, as amended (the "Master Plan"), and be made available for use by the general public as contemplated by the Master Plan; and

WHEREAS, LYNX is the fee simple owner of that certain real property located within Orange County, Florida, as legally described in Exhibit "B," ("the Property"); and

WHEREAS, DUKE ENERGY is the owner, possessor and user of specific easement rights over and across certain lands that serve as DUKE ENERGY's access to electric power transmission lines in the County of Orange and State of Florida as evidenced by an individual deed of conveyance appearing respectively among the Public Records of County of Orange County, Florida, and cited for reference on the tabulation attached hereto as Exhibit "C," hereinafter referred to as the "Easement" and by this reference incorporated herein and made a part hereof; and

WHEREAS, the above-cited easement documents, which shall be referred to hereinafter collectively as DUKE ENERGY's Easement, afford DUKE ENERGY the right, by appropriate legal means, to restrict any use of the said right-of-way corridors which is inconsistent with the

safe and efficient operation, access or maintenance of DUKE ENERGY's existing or future facilities therein within the Easement; and

WHEREAS, LYNX desires to occupy and utilize a portion of said Easement for the purposes of constructing an extension to the already existing Pine Hills Trail shown in the above referenced Orange County Trails Master Plan dated August 2012 (sometimes referred to herein as "LYNX's Utilization") which utilization shall not interfere with DUKE ENERGY's continued operation and maintenance of DUKE ENERGY's current and future high voltage electric transmission and distribution lines located thereon; and

WHEREAS, this Agreement is for the purpose of recognizing LYNX's Utilization of DUKE ENERGY'S Easement Property as a multi-use trail for the public along with the appropriate parking availability, and to provide for cooperation and access during the construction, use and maintenance of said Project (the "Agreement"); and

WHEREAS, DUKE ENERGY is willing to grant to LYNX the desired occupancy and utilization, subject to certain terms and conditions; and

WHEREAS, DUKE ENERGY agrees that this Agreement shall grant LYNX authority to construct the extension of the multi-use trail and associated parking structure within DUKE ENERGY's Easement and serve as the use permit for said construction; and

WHEREAS, at the conclusion of construction of the Project by LYNX, LYNX shall take over maintenance and operation of the Project, subject to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The above recitals are incorporated herein as if set forth herein.

1. DUKE RESPONSIBILITIES:

- A. DUKE ENERGY hereby authorizes LYNX to construct a continuation of the Pine Hills Trail and Parking over those portions of DUKE ENERGY's Property as depicted and described in Exhibit "A," which is attached and incorporated herein, which has been reviewed and approved by DUKE ENERGY.
- B. DUKE ENERGY will not be held responsible for any damages to the Project due to DUKE ENERGY's operations or for any liability based on the use of the Project. DUKE ENERGY shall not be liable for any damages to the COUNTY's or LYNX's Utilization or operation of the Project whatsoever resulting from DUKE ENERGY's continued use and occupancy of DUKE ENERGY's Easement Property with the understanding that DUKE ENERGY shall not willfully cause damage to or unreasonably interfere with LYNX's Utilization of said Project. DUKE ENERGY agrees to notify LYNX immediately if it inadvertently damages any of the Project or LYNX's property while maintaining DUKE ENERGY's infrastructure, and further agrees to take steps to temporarily ensure that said damaged area is properly identified and secured from public access.

- C. DUKE ENERGY reserves the right to close, without notice, all or a portion of the Project located within DUKE ENERGY'S Property, for any length of time, for construction, maintenance or emergency line operations. DUKE ENERGY will give LYNX reasonable notice of such closure so that LYNX can place signs prior to the closed area to secure the area from public access.

2. LYNX's RESPONSIBILITIES.

- A. LYNX, shall at its costs and expense, with County's Contribution Amount, construct the Project as depicted in Exhibit "A." All services and work under the construction contract for the Project shall be performed to the satisfaction of LYNX's Engineers and in accordance with the terms and conditions of this Agreement.
- B. Compliance with conditions specified in Duke's Electric Transmission Right-of-Way Requirements for Shared-Use Trails presented in Exhibit "D" is necessary and essential to render LYNX's Utilization of DUKE ENERGY's Property consistent with DUKE ENERGY's continued operation and maintenance needs of DUKE ENERGY's high voltage electric transmission and distribution lines located thereon. Any breach of the requirements and conditions in Exhibit "D" that is not approved as part of this Agreement or without prior written approval by DUKE ENERGY shall permit DUKE ENERGY to be able to shut the Project down without liability to LYNX during construction or after construction of the Project until the condition or requirement is remedied to comply with Exhibit "D."
- C. As consideration for DUKE ENERGY's authorization to utilize DUKE ENERGY's Easement Property as a multi-use trail and for associated parking, LYNX agrees to pay DUKE ENERGY ten (10) dollars as adequate consideration to use the Easement property for a public trail as depicted in Exhibit "A."
- D. All of LYNX's activities, operations, and equipment required to construct the trail as presented in LYNX's Construction Plans, attached hereto as Exhibit "E" and incorporated herein by reference, and located within the Easement listed in Exhibit "C" used within the Trail beneath or in proximity to any DUKE ENERGY's facilities shall at all times be in strict compliance with the applicable provisions of National Electrical Safety Code, the Occupational Safety and Health Administration, and all Federal, State and Local Requirements as reviewed and approved by DUKE ENERGY.
- E. The multi-use trail contained within the Project must not exceed the width as depicted in the attached Exhibit "A.". However, DUKE ENERGY recognizes that in order to construct the multi-use trail, an area up to thirty (30) foot wide may be cleared and temporarily impacted at certain locations on DUKE ENERGY's Property. A minimum separation of twenty-five (25') feet is required between the Project and any DUKE ENERGY electrical support structures or related facilities. This includes, but is not limited to, poles, towers, guy anchor(s), and equipment, but does not include typical distribution poles.

- F. LYNX, during construction, shall be responsible for safety and liability associated with the construction of the Project.
- G. Other than DUKE ENERGY's facilities, and those structures approved and shown on the plans for the Project presented in Exhibit "A" and within DUKE ENERGY's Easement Property presented in Exhibit "C," no structures shall be located, constructed or installed within DUKE ENERGY's Easement Property.
- H. Planting of vegetation shall adhere to the Right of Way Restrictions Guidelines for the specific DUKE ENERGY territory. There shall be no planting of any new vegetation on or along the Trail without DUKE ENERGY'S prior written consent except for sodding of disturbed areas.
- I. LYNX agrees that it will repair, at its sole costs, any damage that DUKE ENERGY may cause to the Trail during construction.
- J. LYNX acknowledges that its use of the Project or DUKE ENERGY's Property shall be at LYNX's sole risk and expense. DUKE ENERGY shall in no way be liable to LYNX or any third party for any costs, expenses, losses, damages, or liabilities incurred by LYNX or any third party in its use of DUKE ENERGY's Property. LYNX expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Each party shall be liable for its own actions and negligence. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including, but not limited to, a claim sounding in tort, equity or contract.
- K. LYNX is self-insured for its worker's compensation, automobile, and general liability exposures. LYNX shall provide a statement of self-insurance from LYNX's Risk Manager upon execution of this Agreement and upon request. LYNX shall agree to indemnify DUKE ENERGY for the sole negligence of LYNX and its employees, subject to the statutory caps for damages and limitations as to liability set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of LYNX beyond any statutory limited waiver of immunity or limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of LYNX for damages, regardless of the number or nature of claims or whether in tort, equity, or contract, shall not exceed the dollar amounts set by the legislature for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against LYNX, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- L. Duke Energy Electric Transmission right-of-way Requirements for Shared-use Path/Trails, Exhibit "D," shall apply to the construction and maintenance of this Project

- unless otherwise approved or modified in this agreement or as approved in the existing plans.
- M. LYNX shall adhere to applicable regulatory provisions regarding clearances between ground level and electric conductors as reviewed and approved by DUKE ENERGY. DUKE ENERGY's Easement Property contains high voltage power lines. Extreme caution must be used when working within the Property and within DUKE ENERGY's Easement Property.
  - N. The area within DUKE ENERGY's Easement Property which is disturbed by LYNX's Utilization during construction, shall be restored by LYNX to a condition at least as good as that which existed prior to construction.
  - O. A DUKE ENERGY approved Inspector will be assigned to verify that construction of the Project within or on DUKE ENERGY's Easement listed in Exhibit "C" is in compliance with the terms and conditions of the AGREEMENT. All costs of DUKE ENERGY's Inspector are to be paid by LYNX. DUKE ENERGY's Inspector shall be notified fourteen (14) days prior to the commencement of construction within DUKE ENERGY's right-of-way and/or easement. During construction, LYNX's Construction Manager (or designated representative) will make reports to DUKE ENERGY's Inspector regarding any damages to DUKE ENERGY's Property, private property or other public facilities within the Easement. During construction, LYNX agrees to pay all expenses incurred in connection with the repair of such damages.
  - P. LYNX, during construction, shall be responsible for clean-up of any and all hazardous material spills resulting from LYNX's Utilization which may occur within DUKE ENERGY's Easement Property. If a hazardous material spill occurs during the Project construction, LYNX shall immediately report the nature and extent of the spill to DUKE ENERGY's nearest local office.
  - Q. LYNX, during construction, agrees that no burning, refueling or stockpiling of dirt or other materials are allowed within DUKE ENERGY's Easement Property.
  - R. LYNX agrees to furnish DUKE ENERGY's Asset Protection Specialist with a set of as-built drawings of LYNX's utilization area within ninety (90') days of completion of construction, noting the location of the LYNX's improvements within DUKE ENERGY's Easement Property and DUKE ENERGY's nearest structures.
  - S. DUKE ENERGY's Asset Protection Specialist shall be notified by LYNX at least fourteen (14) days prior to LYNX's commencement of initial construction activities within DUKE ENERGY's Property. LYNX is responsible the operation and maintenance responsibilities of the Project until the termination of this Agreement. Additionally, LYNX shall be responsible for cleanup as well as removal and disposal of all debris and trash within the Project after construction is complete. LYNX shall be responsible for maintaining the Project in a condition compatible with the surrounding area.
  - T. LYNX hereby agrees to notify any of the LYNX's employees, agents, contractors, representatives, or other persons maintaining the Project and further agrees to post

notices along the Project to notify the Public and all persons engaging in LYNX's activities within said DUKE ENERGY's Easement Property, that extreme caution is necessary around all of DUKE ENERGY's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, LYNX shall immediately report the nature and extent thereof to DUKE ENERGY's nearest local office. LYNX agrees to put up signs along that portion of the Project within or along DUKE ENERGY's Easement Property stating "That the Trail is operated and maintained by LYNX." The sign shall provide LYNX's current phone number to call for maintenance concerns or emergencies. DUKE ENERGY does not guarantee that LYNX's Utilization will be completely compatible with the safe and efficient operation and maintenance of DUKE ENERGY's existing and future high voltage electric transmission and distribution lines within DUKE ENERGY's property.

- U. DUKE ENERGY does not guarantee that LYNX's Utilization will be completely compatible with the safe and efficient operation and maintenance of DUKE ENERGY's existing and future high voltage electric transmission and distribution lines within DUKE ENERGY's Easement property. In the event that LYNX's Utilization interferes with DUKE ENERGY's present or future use of the subject real Easement Property, LYNX agrees to relocate or adjust the Project at LYNX's sole cost and expense. LYNX further agrees to reimburse DUKE ENERGY for all expenses associated with the relocation of any existing DUKE ENERGY facilities necessitated by LYNX's Utilization.
- V. Culverts shall be installed where the Trail crosses creeks, ditches, or depressions that may carry water. These culverts shall be Class IV Reinforced Concrete Pipe per ASTM C76 / AASHTO M 170 (with an Ultimate D-Load of 3000 lbs/ft/ft) and shall be a minimum of twenty (20) feet long. Signage must indicate the maximum load of the crossing at culvert approach.

### 3. MISCELLANEOUS.

- A. LYNX, COUNTY, and DUKE ENERGY agree that if construction of the Trail does not commence within eighteen (18) months of the execution date of this Trail Agreement, this Trail Agreement shall be null and void.
- B. This Agreement shall not be assigned or transferred, in whole or in part, by COUNTY or LYNX without the express written consent of DUKE ENERGY.
- C. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- D. This Agreement shall be executed in three (3) triplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. Each Party shall retain one (1) fully executed original.
- E. This Agreement shall become effective upon the date last signed by the PARTIES.

**IN WITNESS WHEREOF**, the PARTIES have caused this **TRAIL AGREEMENT** to be executed as of the day and year first above written.

DUKE ENERGY FLORIDA. LLC  
Florida limited liability company d/b/a  
Duke Energy

\_\_\_\_\_  
By: Karen Adams- Manager, Land  
Services- Florida Region

WITNESSED BY:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print Name of First Witness

\_\_\_\_\_  
Print Name of Second Witness

State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of D physical presence or D online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Karen Adams of DUKE ENERGY FLORIDA LLC a Florida limited liability company d/b/a Duke Energy, on behalf of the company. She personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY SEAL

\_\_\_\_\_  
Print Name:  
Notary Public  
Serial Number:  
My Commission Expires:

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

**LYNX**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: CEO

By \_\_\_\_\_

(SEAL)

Print Name: \_\_\_\_\_

STATE OF FLORIDA     }  
COUNTY OF VOLUSIA   }



The foregoing instrument was acknowledged before me by means of physical presence  
This \_\_\_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, as  
**CEO** of \_\_\_\_\_, who is personally known to me and who ( ) did ( ) did not take an  
oath.

Notary Public, State of Florida

Printed: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Expiration: \_\_\_\_\_

# LYNX Board Agenda

## Consent Agenda Item #6.D. iv

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Warren Hersh  
(Technical Contact)  
Edward Velez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Auction Surplus Capital Items and Obsolete Parts

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete capital items as identified in the following detailed list.

### **BACKGROUND:**

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for September 2020. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

#### **Computer Equipment:**

Surplus and obsolete computer equipment, including desktop computers and monitors with a total net book value of \$0.

#### **Furniture, Fixtures and Equipment:**

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

# LYNX Board Agenda

## Categorical Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$154,298	0
Furniture and Fixtures	\$3,958,920	0
<b>GRAND TOTAL</b>	<b>\$4,113,218</b>	<b>\$ 0</b>

## Obsolete and Excess Bus Parts:

LYNX staff has identified several obsolete and excess parts from the revenue vehicle fleet. The total acquisition value of the obsolete items is \$39,702

## Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
15555	10757	5/2/2013	CE	TOSHIBA ES354C-DISPATCH	5	\$7,150	0	0
15556	10758	5/3/2013	CE	TOSHIBA ES3540C-TRAINING	5	\$7,150	0	0
15557	10759	5/2/2013	CE	TOSHIBA ES3540-FINANCE	5	\$7,150	0	0
13769	9568	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13770	9556	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13771	9655	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13772	9654	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13773	9653	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13774	9657	5/16/2011	CE	Toshiba ES3530C Copier	5	\$7,072	0	0
13901	9774	9/1/2011	CE	Toshiba 3530C Copier	5	\$7,072	0	0
14463	10076	2/12/2012	CE	Toshiba e-Studio 3540C	5	\$7,072	0	0
14512	10153	5/9/2012	CE	Toshiba Copier ES3540C	5	\$7,071	0	0
14513	10154	5/9/2012	CE	Toshiba Copier ES3540C	5	\$7,071	0	0
14514	10155	5/9/2012	CE	Toshiba Copier ES3540C	5	\$7,071	0	0
17184	11878	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
17185	11879	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
17186	11880	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
17187	11991	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
17188	11992	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
17190	12124	2/28/2014	CE	TOSHIBA ES3555C	5	\$6,974	0	0
14462	10075	2/21/2012	CE	Toshiba e-Studio 3540C	5	\$5,466	0	0
17189	11993	2/28/2014	CE	TOSHIBA E-STUDIO 356	5	\$1,220	0	0
15485	10727	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15495	10737	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15240	10476	10/4/2012	CE	Dell Computer 990	5	\$1,140	0	0
15251	10487	10/4/2012	CE	Dell Computer 990	5	\$1,140	0	0
15276	10512	10/4/2012	CE	Dell Computer 990	5	\$1,140	0	0
14606	10437	8/22/2012	CE	Dell Computer 3010	5	\$682	0	0
				<b>SUBTOTAL COMPUTER EQUIPMENT</b>		<b>\$154,298</b>	<b>0</b>	<b>0</b>
12396	8465	4/30/2008	FE	GFI Bill Validators for Fare boxes	5	\$117,887	0	0
16784	11690	9/11/2013	FE	FAREBOX	5	\$15,969	0	0
16996	11681	10/31/2013	FE	FAREBOX	5	\$15,969	0	0
17001	11676	10/31/2013	FE	FAREBOX	5	\$15,969	0	0
17002	11666	10/31/2013	FE	FAREBOX	5	\$15,969	0	0
17007	11671	10/31/2013	FE	FAREBOX	5	\$15,969	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
17012	11661	10/31/2013	FE	FAREBOX	5	\$15,969	0	0
17017	11691	10/31/2013	FE	FAREBOX	5	\$15,969	0	0
17123	11897	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17128	11903	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17133	11909	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17136	11912	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17139	11915	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17148	11927	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17153	11933	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17158	11939	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17163	11945	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17168	11951	2/28/2014	FE	FAREBOX	5	\$15,969	0	0
17352	12051	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17359	12009	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17365	12003	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17371	12096	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17377	12027	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17383	12033	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17389	12039	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17395	12094	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
17401	12015	3/31/2014	FE	FAREBOX	5	\$15,969	0	0
11456	7727	6/30/2007	FE	Farebox, Gillig Bus #602	5	\$13,951	0	0
11461	7730	6/30/2007	FE	Farebox, Gillig Bus #601	5	\$13,951	0	0
11466	7733	6/30/2007	FE	Farebox, Gillig Bus #603	5	\$13,951	0	0
11472	7736	6/30/2007	FE	Farebox, Gillig Bus #604	5	\$13,951	0	0
11477	7739	6/30/2007	FE	Farebox, Gillig Bus #605	5	\$13,951	0	0
11482	7742	6/30/2007	FE	Farebox, Gillig Bus #606	5	\$13,951	0	0
11487	7745	6/30/2007	FE	Farebox, Gillig Bus #607	5	\$13,951	0	0
11492	7748	6/30/2007	FE	Farebox, Gillig Bus #711	5	\$13,951	0	0
11497	7751	6/30/2007	FE	Farebox, Gillig Bus #712	5	\$13,951	0	0
11502	7754	6/30/2007	FE	Farebox, Gillig Bus #713	5	\$13,951	0	0
11507	7757	6/30/2007	FE	Farebox, Gillig Bus #714	5	\$13,951	0	0
11512	7760	6/30/2007	FE	Farebox, Gillig Bus #715	5	\$13,951	0	0
11517	7763	6/30/2007	FE	Farebox, Gillig Bus #801	5	\$13,951	0	0
11522	7766	6/30/2007	FE	Farebox, Gillig Bus #802	5	\$13,951	0	0
11527	7769	6/30/2007	FE	Farebox, Gillig Bus #803	5	\$13,951	0	0
11532	7772	6/30/2007	FE	Farebox, Gillig Bus #804	5	\$13,951	0	0
11659	7894	9/30/2007	FE	FAREBOX, BUS 716	5	\$13,951	0	0
11660	7895	9/30/2007	FE	FAREBOX, BUS 717	5	\$13,951	0	0
11661	7896	9/30/2007	FE	FAREBOX, BUS 718	5	\$13,951	0	0
11662	7897	9/30/2007	FE	FAREBOX, BUS 719	5	\$13,951	0	0
11663	7898	9/30/2007	FE	FAREBOX, BUS 720	5	\$13,951	0	0
11664	7899	9/30/2007	FE	FAREBOX, BUS 608	5	\$13,951	0	0
11665	7900	9/30/2007	FE	FAREBOX, BUS 609	5	\$13,951	0	0
11666	7901	9/30/2007	FE	FAREBOX, BUS 610	5	\$13,951	0	0
11667	7902	9/30/2007	FE	FAREBOX, BUS 611	5	\$13,951	0	0
11668	7903	9/30/2007	FE	FAREBOX, BUS 612	5	\$13,951	0	0
11669	7904	9/30/2007	FE	FAREBOX, BUS 613	5	\$13,951	0	0
11670	7905	9/30/2007	FE	FAREBOX, BUS 614	5	\$13,951	0	0
11671	7906	9/30/2007	FE	FAREBOX, BUS 615	5	\$13,951	0	0
11672	7907	9/30/2007	FE	FAREBOX, BUS 616	5	\$13,951	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
11673	7908	9/30/2007	FE	FAREBOX, BUS 617	5	\$13,951	0	0
11674	7909	9/30/2007	FE	FAREBOX, BUS 618	5	\$13,951	0	0
11675	7910	9/30/2007	FE	FAREBOX, BUS 619	5	\$13,951	0	0
11676	7911	9/30/2007	FE	FAREBOX, BUS 620	5	\$13,951	0	0
11677	7912	9/30/2007	FE	FAREBOX, BUS 621	5	\$13,951	0	0
11678	7913	9/30/2007	FE	FAREBOX, BUS 622	5	\$13,951	0	0
11679	7914	9/30/2007	FE	FAREBOX, BUS 623	5	\$13,951	0	0
12500	639F	12/31/2007	FE	FareBox	5	\$13,781	0	0
12507	640F	12/31/2007	FE	Farebox	5	\$13,781	0	0
12514	641F	12/31/2007	FE	Farebox	5	\$13,781	0	0
12521	642F	12/31/2007	FE	Farebox	5	\$13,781	0	0
12528	643F	12/31/2007	FE	Farebox	5	\$13,781	0	0
8295	4020	9/30/2004	FE	Odyssey Farebox	5	\$12,657	0	0
8302	4021	9/30/2004	FE	Odyssey Farebox	5	\$12,657	0	0
8309	4022	9/30/2004	FE	Odyssey Farebox	5	\$12,657	0	0
6762	3471	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6763	3472	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6764	3473	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6765	3474	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6766	3475	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6767	3476	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6768	3477	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6769	3478	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6770	3479	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6771	3480	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6772	3481	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6773	3482	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6775	3484	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6776	3485	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6777	3486	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
6778	3487	8/21/2002	FE	FAREBOX-ODYSSEY	9	\$12,123	0	0
11388	7663	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11389	7664	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11390	7665	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11371	7646	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11372	7647	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11373	7648	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11374	7649	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11375	7650	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11376	7651	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11377	7652	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11378	7653	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11379	7654	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11380	7655	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11381	7656	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11382	7657	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11383	7658	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11384	7659	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11385	7660	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11386	7661	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0
11387	7662	2/28/2007	FE	FAREBOX, ODYSSEY GFI	5	\$11,922	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
9618	6745	9/15/2005	FE	Farebox-Odyssey	5	\$11,500	0	0
9619	6746	9/15/2005	FE	Farebox-Odyssey	5	\$11,500	0	0
9620	6747	9/15/2005	FE	Farebox-Odyssey	5	\$11,500	0	0
7065	3557	6/5/2002	FE	GFI Genfare Simulator	9	\$11,000	0	0
7230	3600	10/1/2002	FE	Odyssey Validating Farebox	9	\$10,033	0	0
6551	3260	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6552	3261	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6553	3262	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6554	3263	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6555	3264	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6556	3265	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6557	3266	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6558	3267	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6559	3268	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6560	3269	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6561	3270	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6562	3271	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6563	3272	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6564	3273	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6565	3274	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6566	3275	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6567	3276	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6568	3277	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6569	3278	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6570	3279	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6571	3280	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6572	3281	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6573	3282	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6574	3283	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6575	3284	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6576	3285	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6577	3286	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6578	3287	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6579	3288	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6580	3289	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6581	3290	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6582	3291	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6583	3292	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6584	3293	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6585	3294	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6586	3295	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6587	3296	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6588	3297	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6589	3298	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6590	3299	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6591	3300	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6592	3301	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6593	3302	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6594	3303	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6595	3304	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6596	3305	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
6597	3306	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6598	3307	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6599	3308	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6600	3309	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6601	3310	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6602	3311	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6603	3312	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6604	3313	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6605	3314	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6606	3315	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6607	3316	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6608	3317	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6609	3318	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6610	3319	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6611	3320	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6612	3321	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6613	3322	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6614	3323	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6615	3324	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6616	3325	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6617	3326	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6618	3327	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6620	3329	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6621	3330	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6622	3331	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6623	3332	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6624	3333	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6625	3334	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6627	3336	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6628	3337	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6629	3338	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6630	3339	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6631	3340	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6632	3341	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6633	3342	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6634	3343	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6635	3344	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6636	3345	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6637	3346	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6638	3348	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6639	3347	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6640	3349	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6641	3350	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6642	3351	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6643	3352	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6644	3353	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6645	3354	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6646	3355	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6647	3356	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6648	3357	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6649	3358	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
6650	3359	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6651	3360	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6652	3361	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6653	3362	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6654	3363	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6655	3364	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6656	3365	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6657	3366	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6658	3367	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6659	3368	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6660	3369	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6661	3370	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6662	3371	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6663	3372	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6664	3373	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6665	3374	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6666	3375	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6667	3376	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6668	3377	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6669	3378	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6670	3379	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6671	3380	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6672	3381	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6673	3382	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6674	3388	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6675	3383	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6676	3384	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6677	3385	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6678	3386	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6679	3387	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6680	3389	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6681	3390	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6682	3391	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6683	3392	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6684	3393	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6685	3394	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6686	3395	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6687	3396	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6688	3397	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6689	3398	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6690	3399	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6691	3400	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6692	3401	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6693	3402	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6694	3403	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6695	3404	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6697	3406	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6698	3407	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6700	3409	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6701	3410	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6702	3411	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0



# LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
6703	3412	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6704	3413	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6705	3414	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6706	3415	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6707	3416	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6708	3417	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6709	3418	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6710	3419	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6711	3420	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6712	3421	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6713	3422	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6714	3423	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6715	3424	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6716	3425	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6717	3426	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6718	3427	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6719	3428	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6720	3429	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6721	3430	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6722	3431	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6723	3432	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6724	3433	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6725	3434	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6727	3436	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6728	3437	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6729	3438	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6730	3439	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6731	3440	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6732	3441	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6733	3442	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6734	3443	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6735	3444	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6736	3445	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6737	3446	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6738	3447	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6739	3448	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6740	3449	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6741	3450	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6742	3451	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6743	3452	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6744	3453	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6745	3454	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6746	3455	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6747	3456	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6748	3457	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6749	3458	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6750	3459	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6751	3460	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6752	3461	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6753	3462	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6754	3463	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0

# LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
6755	3464	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6756	3465	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6757	3466	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6758	3467	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6759	3468	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6760	3469	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6761	3470	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6779	3488	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6780	3489	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6781	3490	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6782	3491	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6783	3492	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6784	3493	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6785	3494	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6786	3495	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6787	3496	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6788	3497	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6789	3498	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6790	3499	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6791	3500	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6792	3501	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6793	3502	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6794	3503	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6795	3504	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6796	3505	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6797	3507	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,999	0	0
6696	3405	6/5/2002	FE	FAREBOX-ODYSSEY	9	\$9,966	0	0
7204	9999G	6/5/2002	FE	Odyssey Farebox Upgd Project	9	\$6,142	0	0
15354	10629	12/21/2012	FE	BBX / Ranger / FareBox Kit - New Flyer Bus	5	\$5,279	0	0
15355	10630	12/21/2012	FE	BBX / Ranger / FareBox Kit - New Flyer Bus	5	\$5,279	0	0
15356	10631	12/21/2012	FE	BBX / Ranger / FareBox Kit - New Flyer Bus	5	\$5,279	0	0
15357	10632	12/21/2012	FE	BBX / Ranger / FareBox Kit - New Flyer Bus	5	\$5,279	0	0
12818	8978	9/30/2008	FE	FAREBOX TRIM	5	\$3,000	0	0
18510	13048	3/20/2015	FE	Dell Latitude E6540	5	\$2,957	0	0
7223	3671	11/21/2002	FE	Farebox Probing Sys/ Isolation & Junction Boxes	5	\$2,581	0	0
7224	3672	11/21/2002	FE	Farebox Probing Sys/ Isolation & Junction Boxes	5	\$2,581	0	0
16770	11253	9/26/2013	FE	TOSHIBA ES356 COPY MACHINE	5	\$2,472	0	0
18508	12936	3/26/2015	FE	Dell Latitude E6540	5	\$2,079	0	0
18185	12662	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18186	12663	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18188	12665	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18201	12678	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18208	12685	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
7221	3669	11/21/2002	FE	Farebox Data Probe	5	\$1,486	0	0
7222	3670	11/21/2002	FE	Farebox Data Probe	5	\$1,486	0	0
8510	4219	12/20/2004	FE	Recorder DVD/VCR	5	\$307	0	0
8511	4220	12/20/2004	FE	Recorder DVD/VCR	5	\$307	0	0
				<b>SUBTOTAL FURNITURE AND FIXTURES</b>		<b>\$3,958,920</b>		
				<b>GRAND TOTAL</b>		<b>\$4,113,218</b>		

# LYNX Board Agenda

## Obsolete Parts

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
11319-C032-0	SCREW - FAREBOX PPH 4-40 X 9/16	24	\$5
19103-2056L-0	SCREW - PHIL 6-32 X3/8	84	\$17
4X502-0	KNOB - FOUR PRONG STUD (FAREBOX)	1	\$0
647-0067-0	CONNECTOR - N MALE CRIMP FOR RG-58 CABLE	6	\$22
8211335-0	O-RING SMALL FAREBOX	31	\$11
8211338-0	O-RING - LARGE FAREBOX	6	\$17
A00156-0001-0	WINDOW - DATA PROBE FARBX	13	\$264
A00157-0001-0	FILTER FARE BOX DATA PROBE	12	\$261
A00251-0002-0	RING - CIRCULAR PUSH ON	33	\$7
A00256-2013-0	SCREW - FLAT HEAD 4/40 X 3/16	70	\$25
A00257-2006-0	SCREW - PHILLIPS 2.56 X 7/8"	40	\$8
A00257-2037-0	SCREW - PHIL P.H. 1-1/8	37	\$0
A00257-2038-0	SCREW - PHIL P.H. 1-1/4	18	\$4
A00262-M051-0	PIN - SPIROL .093 X .312	22	\$0
A00267-1032-0	NUT - HEX 10-32	6	\$0
A00293-2019-0	SCREW - SKT. HD. CAP	30	\$0
A00456-1009-0	SOCKET - 40 PN - FAREBOX	4	\$15
A00746-0003-0	GRIP - FAREBOX CORD (KELLEMS)	9	\$631
A01713-0001-0	COLLAR - SPRING GUIDE - FAREBOX	3	\$5
A03104-0001-0	O-RING - FAREBOX	15	\$11
A03106-0001-0	FILTER - DATA PROBE - FAREBOX	27	\$70
A03161-0008-0	BOLT - SECURITY BTN HD	10	\$0
A03240-0002-0	CLAMP - FARE BOX CABLE	47	\$28
A03867-0001-0	SHIELD & REFLECTOR ASSY - FAREBOX	6	\$23
A11596-0001-0	CABLE - MODEM DB9F-DB25M	2	\$18
A13888-0001-0	SOLENOID - PRINTER ASM - FAREBOX	9	\$336
A14115-0002-0	CABLE ASSY - HP FAREBOX	5	\$0
A14692-2049L-0	SCREW - FLATHEAD 8/32 X 3/8 - FAREBOX	21	\$7
A14788-0001-0	BELT - PGGT 83 T FAREBOX	18	\$35
A15240-0001-0	BASE - MOUNTING FAREBOX	10	\$805
A15713-0001-0	COIL - HEAVY DUTY CHOKE FAREBOX	6	\$56
A16007-0001-0	BEARING KEEPER	1	\$0
A18857-0002-0	KEYHOLE PIN	7	\$7
A22513-0001-0	MOUNT - RIBBON CABLE	124	\$68
A22591-0005-0	CHIP - SOUND FAREBOX	5	\$85
A22709-0001-0	INSULATOR - FAREBOX	50	\$0

# LYNX Board Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
A22717-0001-0	COIN BYPASS HANDLE	5	\$0
A23621-0001-0	PIVOT PIN - COIN CUP	11	\$0
B00016-0001-0	SPRING - COMPRESSION - FAREBOX	12	\$10
B00016-0009-0	SPRING - COMPRESSION	12	\$0
B00016-0058-0	SPRING - COMPRESSION	9	\$0
B00054-0014-0	SPRING - EXTENSION FAREBX	26	\$19
B00054-0047-0	SPRING - EXTENSION FAREBX	4	\$1
B00054-0053-0	SPRING - FAREBOX EXTENSION	5	\$2
B00199-0002-0	MOTOR - DRIVE 12V FAREBOX	6	\$316
B01461-0001-0	GASKET - DATA ESCUTCHEON - FARE BOX	21	\$17
B01700-0001-0	MOTOR - GEAR 12VDC FAREBX	14	\$0
B01872-0005-0	SHIM - WASHER .005	6	\$0
B01872-0014-0	SHIM WASHER (.010) NYLON	28	\$0
B01872-0033-0	WASHER - SHIM FAREBOX	98	\$0
B03075-0002-0	BOARD ASM - LED FAREBOX - ODYSSEY	6	\$298
B03197-3011-0	SCREW - SHOULDER 5/16 X 3/4 (1/4-20 X 7/16)	5	\$15
B03799-0001-0	BATTERY - 3V FAREBOX	20	\$183
B05655-2005-0	SCREW - SEMS 2-56 X 3/8 FAREBOX	22	\$5
B06150-2017-0	SCREW - P.P.H. M3 X 6	24	\$5
B09644-525R-0	RESISTOR - R17 BOARD	3	\$22
B11682-0001-0	SHUNT - JUMPER 2-CIRCUIT	9	\$5
B11894-0103-0	HEADER - 3 PIN FAREBOX	60	\$61
B11896-0014-0	TERMINAL - FAREBOX	3	\$1
B12490-800E-0	FUSE - F2 BOARD - 5 AMP	20	\$29
B13127-0310-0	SCREW -PLASTITE 3/24 X 5/16	30	\$24
B13853-0001-0	CAPACITOR - C10 FAREBOX	15	\$60
B13883-0001-0	MOTOR ASSY - FAREBOX	6	\$0
B15149-0001-0	CONVERTER - LEVEL SHIFTER - FAREBOX	1	\$87
B15188-0001-0	DISPLAY - S/A PC BD	2	\$0
B15215-0406-0	SCREW - PLASTITE 4-20 X 3/16	6	\$1
B15609-8103-0	LED - RED	97	\$79
B15610-DL00-0	LED - YELLOW	14	\$17
B15611-3950-0	LED - GREEN	12	\$7
B15648-0002-0	BATTERY - LITHIUM RAVAC	22	\$393
B15703-0003-0	SENSOR - U5 BOARD	10	\$280
B16409-0001-0	HARNESS - TRIM DOCKING	3	\$0
B16552-0016-0	FUSE - F1 BOARD - 10 AMP	5	\$17

# LYNX Board Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
B17715-0001-0	HARNESS - TRIM TEST	2	\$32
B20946-0003-0	BOARD - E PROM LOGIC - FAREBOX	4	\$293
B21253-0001-0	LEVER - DOOR SWITCH	7	\$27
B21261-0002-0	MOTOR CONTROL PC BOARD ASSEMBLY	7	\$392
B21333-0002-0	GLASS - DISPLAY - FAREBOX	14	\$44
B21334-0002-0	GASKET - DISPLAY GLASS - FAREBOX	21	\$9
B21455-0001-0	PCB ASSY - DATA PROBE	3	\$129
B22060-0001-0	PCBD - LAMP COIN CUP	6	\$0
B22063-0001-0	PCBD - BILL VALIDATOR LMP	5	\$0
B22091-0001-0	PCBD - SWIPE READER LAMP	3	\$108
B22145-0001-0	CABLE - ELEC.LOCK SWITCH	4	\$74
B22145-0002-0	CABLE - ELEC. LOCK SWITCH	10	\$0
B22252-0001-0	DRAWER ASSY - FAREBOX	3	\$95
B22261-0001-0	PLATE - WELDMENT OUC MTG	11	\$255
B22263-0001-0	CABLE ASSY - DCU FAREBOX	4	\$95
B22265-0001-0	CABLE - COMM. & POWER	4	\$179
B22266-0001-0	CABLE - TRIM W4 FAREBOX	31	\$272
B22269-0001-0	BASE CABLE ASSEMBLY	20	\$264
B22271-0001-0	SPEAKER ASSY - FAREBOX	2	\$33
B22272-0002-0	CABLE - DOOR SW W/O ALARM	2	\$8
B22273-0002-0	SWITCH - CASHBOX DOOR	10	\$604
B22278-0002-0	PLATE - OCU BACK - FAREBOX	13	\$171
B22298-0001-0	CABLE - ON/OFF SWITCH W6	7	\$0
B22311-0001-0	SWITCH - ON/OFF FAREBOX	5	\$73
B22312-0002-0	COVER - HOLD CABLE	2	\$7
B22343-0001-0	BRACKET - DISPLAY WINDOW	3	\$26
B22493-0002-0	CABLE - SWIPE READER	3	\$43
B22627-0001-0	PCB - COIN RETURN LAMP	9	\$179
B22708-0003-0	CUP - INSERTION ASSY.	9	\$294
B22708-KIT-0	COIN INSERTION CUP ASSY	11	\$245
B22721-0001-0	PLATE - LOCK LOWER	12	\$336
B22724-0001-0	SENSOR - U4 BOARD	10	\$53
B22730-0001-0	GASKET - LENS - FAREBOSX	13	\$21
B22748-0002-0	DISPLAY - OCU FAREBOX (NEW)	3	\$298
B22805-0018-0	FUSE - 10AMP FAREBOX	14	\$9
B22805-0019-0	FUSE - 15 AMP FAREBOX	15	\$7
B22851-0001-0	LENS - OCU HOUSING	27	\$335

# LYNX Board Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
B22855-0001-0	CABLE - DC POWER TRIM	5	\$45
B22864-0001-0	INSULATOR - FAREBOX	4	\$4
B23500-0001-0	LEVER - BYPASS TOP	5	\$28
B23632-0001-0	SHIELD - EMI - FAREBOX	6	\$19
B23907-0001-0	CABLE - BOARD PC INTERFACE	5	\$0
B29946-0001-0	BOARD - ODYSSEY SOUND DAUGHTER VER 2	3	\$164
C00317-0013-0	CAPACITOR - LOC C13 - FAREBOX	15	\$6
C00317-0077-0	CAPACITOR - C14 BOARD	36	\$66
C00485-0001-0	EJECTOR - (INJECTOR)	13	\$0
C01459-0001-0	ESCUTCHEON - FARE BOX DATA PROBE	17	\$49
C03881-0001-0	RECEIVER - CASHBOX ID	4	\$349
C04261-0034-0	LOCK - MEDECO FAREBOX	11	\$397
C05692-0001H-0	MAGNETIC LOCK - MIWA(W/O TUMBLER ASSY.)	41	\$125
C14675-0003-0	HARNESS - WIRING DOCKING	4	\$75
C22022-0008-0	CONNECTOR - 8 POSITION	10	\$0
C22029-1009-0	9 POSITION CONNECTOR	4	\$0
C22068-0001-0	KEYPAD - ONE TOUCH (2)	0	\$0
C22075-0001-0	CIRCUIT - FLEX FAREBOX	6	\$165
C22171-0004-0	COIN LABELS	7	\$0
C22171-SET-0	LABEL - COVER DECAL	44	\$355
C22267-0003-0	CABLE - COIN VALIDATOR	28	\$344
C22290-0002-0	CABLE ASM - RIBBON- FAREBOX	5	\$237
C22291-0001-0	CABLE - PWR SUPPLY (W5)	15	\$268
C22292-0007-0	CABLE - VALIDATOR W2 BV07	34	\$1,428
C22294-0002-0	CABLE - WIRING (W15)	16	\$340
C22316-0003-0	INSULATOR - MOTHERBOARD	46	\$27
C22494-0003-0	BOARD - S/A DISPLAY - FAREBOX	6	\$242
C22543-0001-0	HARNESS - OCU FAREBOX	6	\$165
C22807-0007-0	CONVERTER - DC-DC 12VDC	7	\$1,398
C22816-0002-0	LINER - FAREBOX INSULATOR	13	\$22
C22829-0001-0	CABLE - INTERNAL OCU - FAREBOX	6	\$148
C22830-0001-0	CIRCUIT - OCU FAREBOX	7	\$600
C22835-0001-0	LABEL - FAREBOX OCU KEYPAD	4	\$12
C23461-0001-0	BRACKET - CARD READER - FARE BOX	5	\$21
C23695-0001-0	CONVERTER - POWER - FAREBOX	6	\$238
C23908-0001-0	MECHANISM - BYPASS	5	\$812
C23922-0003-0	CABLE - EXTERNAL OCU	11	\$579

# LYNX Board Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
C23931-0019P-0	VALIDATOR - COIN FAREBOX (NEW)	5	\$1,575
C23931-0019P-1	VALIDATOR - COIN FAREBOX - OEM REPAIRED	5	\$1,000
C24443-0011-0	11 POS. TERMINAL STRIP	5	\$62
C25236-0001-0	BOARD - FAREBOX JUNCTION	10	\$1,608
C26300-0001-1	BILL VALIDATOR - FAREBOX (OEM REPAIRED)	2	\$390
D00361-0002-0	PROBE - DATA FAREBOX	4	\$567
D03525-0001-0	BOARD - CASH BX ID S/A PC	3	\$0
D03798-0001-0	TRANSMITTER PCB ASSEMBLY (NEW)	2	\$176
D03825-0001-0	BATTERY - PCB ASSEMBLY	28	\$1,525
D21133-0003-1	CONTROLLER - PC BOARD (OEM REPAIRED)	6	\$1,660
D21149-2006-0	MOTHERBOARD - FAREBOX	14	\$2,457
D21345-0004-0	FAREBOX COVER	7	\$1,158
D22004-0004-0	ASSEMBLY - LOGIC BOARD CHASIS - FARE BOX	2	\$215
D22170-SLOTI-0	COVER ASSEMBLY - FAREBOX (ODYSSEY)	2	\$1,511
D22581-0005-0	BASE CASTING (S/A COMPLETE #4 - #7)	5	\$1,723
D22597-0001-1	BOARD - CONVEYOR (OEM REPAIRED)	15	\$3,090
D22828-0001-1	BOARD - OCU PROCESSING PC - FAREBOX (OEM REPAIRED)	1	\$270
D22831-0001-0	KEYPAD - OCU FAREBOX	5	\$146
D22834-0001-0	HOUSING - OCU FAREBOX	17	\$694
D23141-0004-0	INSERT - COIN CUP FAREBOX	5	\$20
D23464-0003-0	BRACKET - BYPASS (MOLDED)	5	\$27
D23696-0004-0	BILL TRANSPORT - FAREBOX - W/LOCKING TAB	2	\$1,038
D23963-0001-0	BRACKET - DISPLAY - FAREBOX	6	\$28
D24297-0001-0	SUPPORT BRACKET L/SIDE FAREBOX	10	\$116
D24298-0001-0	SUPPORT BRACKET R/SIDE FAREBOX	10	\$116
		<b>TOTAL</b>	<b>\$39,702</b>

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

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2020.

The obsolete parts have a value of \$39,702. The fiscal impact will be the net of this less any value received at auction.

# LYNX Board Agenda

## Work Session Item #7.A

**To:** LYNX Board of Directors

**From:** Albert Francis  
Chief Financial Officer  
Leonard Antmann  
(Technical Contact)  
Michelle Daley  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Update on the FY2021 Proposed Operating and Capital Budgets

**Date:** 8/27/2020

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LYNX Staff will provide an update on the FY2021 Proposed Operating and Capital Budgets.



# LYNX Board Agenda

## Information Item A

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Director Of Finance  
Tamara Enders  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Notification of Settlement Agreements Pursuant to Administrative Rule 6

**Date:** 8/27/2020

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### LYNX Liability Claim Settlements July 1 – July 31, 2020

Claimant Name	Accident Date	Accident Type	Settlement Amount	Date of Check
Allan Wayne Johnson	5/18/2017	WC	\$99,399.00	7/30/20
Carmen Torres	12/27/2014	Bodily Injury	\$19,000.00	7/2/2020
Tracie Barrett	3/3/2020	Property Damage	\$3,339.92	7/2/2020
Stephen Middleton	2/10/2020	Property Damage	\$861.57	7/2/2020
Stephen Adkins	11/18/2019	Property Damage	\$1,605.56	7/2/2020
Batesville Logistic	12/12/2019	Property Damage	\$701.30	7/2/2020
David Pons	12/17/2019	Property Damage	\$2,216.28	7/2/2020
Wakeland Higgins	3/18/2020	Property Damage	\$2,123.99	7/16/2020
Patricia Kane	3/6/2020	Property Damage	\$1,020.63	7/24/2020

# LYNX Board Agenda

## Monthly Report A

**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 Report - July 2020

**Date:** 8/27/2020

### LYNX COMMUNITY EVENTS AND OUTREACH – JULY 2020

DAY	EVENT NAME	DESCRIPTION
	All events cancelled due to COVID 19 pandemic	

### LYNX PRESS RELEASES | MEDIA NOTES: JULY 2020

July 17	LYNX July Board of Directors and Oversight Committee to Hold Virtual Meetings
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### JULY 2020 – LYNX NEWS ARTICLES

July 3	<a href="#">Road Ranger truck stolen after responding to hit &amp; run, deputies say</a> Fox 35 Road Ranger truck stolen after responding to hit & run, deputies say  <a href="#">Man attempting to flee crash carjacks Florida Road Ranger truck on I-4, authorities say</a> Click Orlando Man attempting to flee crash carjacks Florida Road Ranger truck on I-4, authori...
July 7	<a href="#">Lynx eyes changes to reservations and more for its paratransit program</a> Orlando Business Journal Lynx eyes changes to reservations and more for its paratransit program

# LYNX Board Agenda

July 10	<p><a href="#">Central Florida transportation experts target last-mile transit needs</a> Orlando Business Journal For example, in Seminole and Orange counties, 41% of residents live more than three-quarters of a mile from a Lynx bus stop, according to the Central ...</p>
July 14	<p><a href="#">Pandemic may change how Lynx responds to future challenges</a> Orlando Business Journal That said, the way Lynx responds to challenges may change due to Covid-19, said Matt Friedman, director of marketing communications at Lynx.</p>
July 16	<p><a href="#">Mileage fees, sales tax may be future for Orlando transit funding</a> Orlando Business Journal Mileage fees, sales tax may be future for Orlando transit funding ... The executive director of MetroPlan Orlando, the transportation planning ... about how such funding could invest in local mass transit like the Lynx public bus system ...</p>
July 22	<p><a href="#">Orlando development plans crucial for transit, experts say</a> Orlando Business Journal Improving access to transportation is key for the region. It not only ... of a mile from a Lynx bus stop, according to the Central Florida Transit Authority.</p> <p><a href="#">Orlando development plans crucial for transit, experts say</a> Orlando Business Journal More frequent bus and train routes can enhance transit use even in ... of a mile from a Lynx bus stop, according to the Central Florida Transit Authority.</p>
July 23	<p><a href="#">Lynx's most popular route shows need for more transit options to service jobs</a> Orlando Business Journal "It shows there's a definite need for public transportation to provide access to the ... said Matt Friedman, director of marketing communications at Lynx.</p>

# LYNX Board Agenda

July 27	<p><a href="#">6 railway questions with Orange County, Orlando transportation experts</a> Orlando Business Journal</p> <p>Central Florida's transportation continues to evolve as the population grows and people need alternative ways to get around.</p> <p>One of those transportation options is the SunRail commuter rail system that slowly has been rebuilding its ridership since the pandemic struck in March. SunRail in April reached 21,398 boardings and increased to 45,998 in June, said a report prepared for the July 15 meeting of SunRail's technical advisory committee. That's a 114% increase in ridership from April, when some Central Florida counties enacted stay-at-home orders.</p> <p>The commuter train in January reportedly served more than 144,000 people, data from American Public Transportation Association showed. February ridership reached 139,000 and when the pandemic began to limit travel in March, it dropped to 89,600 users.</p> <p>Mass transit like SunRail is needed to help relieve traffic congestion along the Interstate 4 corridor. For example, the Orlando commuter loses on average 57 hours and \$1,010 each year due to traffic, <u>according to a 2019 study by Texas A&amp;M University</u>.</p> <p>While SunRail, which is operated by Florida Department of Transportation, is working to get back on track, local Orange County and Orlando transportation experts are doing what they can to help improve overall rail connectivity.</p> <p>Here's what Orange County's Director of Strategic Planning &amp; Development <u>Carla Bell Johnson</u> and Orlando's Transportation Director <u>Billy L. Hattaway</u> said about the state of rail in the region:</p> <p>How to improve rail access and connectivity:</p> <p>Johnson: The existing rail network needs to be expanded in order to better connect our citizens to jobs and other places of interest. SunRail originally was intended to be the north/south “spine” of a more complete network of rail/transit connections that provided better east/west access to places and activity centers such as the Orlando International Airport, UCF, east/west Orange County, northwest Orange County, the Convention Center/International Drive area, etc. Additionally, operational enhancements to the existing SunRail system,</p> 
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# LYNX Board Agenda

Hattaway: Much has been done within the city of Orlando in terms of increasing compact development patterns, including Creative Village and the two hospitals, supporting micro-mobility options, improving the bicycle network and developing a downtown master plan in support of the vision created by Project DTO. More needs to be done in terms of increasing compact development in the outlying communities, a connection between SunRail and the airport, and improving last-mile connections in the outlying communities.



City of Orlando Transportation  
Director Billy Hattaway

JIM CARCHIDI/OBJ

What can be done to fulfill those needs:

Johnson: Orange County Mayor Jerry Demings' transportation initiative was focused on identifying the community's priorities for an improved transportation experience and then working to bring forth the funding necessary to address those priorities. Mayor Demings and staff participated in more than 200 community engagement opportunities and we received nearly 11,000 completed transportation surveys from citizens — all with the objective of hearing directly from the community about what was most important to them and then developing an actionable plan to address those priorities. The top priority identified through the community transportation survey during this effort was the need to develop a mass transit system, including rail. Unfortunately, the Covid-19 global pandemic caused the mayor to postpone the transportation initiative in order to focus on the health and welfare of our citizens. However, he remains committed to developing and implementing transportation solutions for our community.

Lingering challenges and potential solutions:

Johnson: Funding continues to be the greatest challenge to our efforts to bring about transformational improvements to our transportation system. The lack of a dedicated transportation funding source for these solutions obviously hinders our ability to develop a robust rail/transit system that serves our community's needs today and into the future. Rail connectivity to Orlando International Airport has been a longstanding regional transportation priority — which was re-confirmed by the community's responses to the transportation survey. Improved east/west connectivity to the SunRail system remains a challenge — that potentially can be addressed by not only rail connections, but also by other high-capacity transit systems such as Bus Rapid Transit or perhaps other innovative transportation

# LYNX Board Agenda

<p>technologies.</p> <p>Hattaway: Dedicated transportation funding for SunRail and Lynx is the biggest challenge/solution, along with other transportation improvements that dedicated funding would provide the city of Orlando.</p> <p>In a world with adequate funding, how soon improvement could be completed:</p> <p>Johnson: In a “perfect world” not constrained by funding challenges, a rail transit project potentially could be implemented in a five- to seven-year timeframe, with public/private partnerships possibly being a tool to accelerate implementation. These implementation timeframes are driven largely by the level of planning that already may have been completed on potential rail corridors and the level of federal/state participation in a project.</p> <p>Hattaway: There is not an easy answer to that question, as funding is part of the solution.</p> <p>How can businesses help:</p> <p>Johnson: The business community can help by being informed about our transportation challenges and the direct correlation between transportation and the economic vitality of our region; identifying and supporting opportunities for public and private partnerships that allow limited funding to be leveraged to bring about transportation solutions; and being vocal advocates for the transportation funding and needs of the community at-large.</p> <p>Hattaway: The development community in downtown has continued redevelopment, including more residential, office, hotels and retail in downtown, all of which will support increased ridership on SunRail, Lynx and other modes.</p> <p>Orange County/Orlando five-year vision for rail:</p> <p>Johnson: Orange County has not officially adopted a five-year vision for rail. However, based on the feedback obtained throughout the community engagement process of the mayor’s transportation initiative, it is clear that a more complete and accessible mass transit system is a key transportation priority for our citizens — with connectivity to the airport and better east/west connectivity to SunRail being frequently referenced needs. With that in mind, the county will continue to identify funding opportunities to bring forward rail corridors that connect people to employment and key activity centers. We will monitor and pursue applicable grant opportunities that are anticipated with reauthorization of the Federal Transportation Bill to try to advance transportation projects through federal, state, local and/or private partnerships.</p>
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# LYNX Board Agenda

## JULY 2020 – LYNX SOCIAL MEDIA

July 1	<p>To help slow the spread of #COVID19, riders are now required to wear a mask or face covering when boarding a LYNX vehicle.</p> <p>Response to a suggestion made by a rider to change our messaging on the loudspeakers from “encouraging” to requiring”.</p> <p>Effective Thursday, July 2, a number of bus stops for Links 7, 11 and 18 will be relocated to new locations as indicated below.</p> <p>Response to question on whether the changes are being made to the 7, 11, and 18 routes and if so might help to have some further clarification for others.</p> <p>A reminder that LYNX will be operating a holiday schedule on July 4. If a service runs on Sunday, it will offer the same schedule on the holiday.</p> <p>Response to riders post on uncleanly and packed buses.</p> <p>Response to rider that complaints can be made by email rather than on FB.</p>
July 2	<p>This is what Orlando public transportation looked like back in 70’s when it was formally known as Orange Seminole Osceola Transportation Authority (OSOTA).</p> <p>Response to question on how the LYNX name came about?</p>
July 3	<p>LYNX will be operating a holiday schedule tomorrow, July 4. If a service runs on Sunday, it will offer the same schedule on the holiday.</p> <p>Please be safe this holiday weekend and remember that the practices of rear boarding, physical distancing when possible and now wearing masks or face coverings are required when boarding a LYNX vehicle.</p> <p>Service Alert: Effective July 5, service will expand on Links 301 and 303.</p>
July 4	<p>Wishing everyone a safe and Happy 4th of July!</p> <p>Service Alert: Effective tomorrow, July 5, service will expand on Links 301 and 303.</p>
July 5	<p>A special thanks to our bus maintenance team for working tirelessly to keep our fleet in tip top shape during this challenging time.</p>
July 6	<p>Here's to hoping you have a picture-perfect day. Happy Monday!</p> <p>Response to question on whether LYNX goes to the lighthouse in the posted image.</p>
July 7	<p>Here’s a sneak peek of our first zero-emission electric bus coming to Downtown Orlando later this year!</p> <p>Response to question on the type of model of the bus show in the posted image.</p> <p>Service Alert: Effective July 8, we will be restoring full service on Link 303 and will expand service on Link 305.</p>
July 8	<p>Service Alert: Effective July 8, we will be restoring full service on Link 303 and will expand service on Link 305.</p> <p>July Service change will take effect next Sunday (7/19).</p>
July 9	<p>Please wear your mask when riding LYNX.</p> <p>Response to riders’ comments about needing to make masks mandatory in order to ride the buses.</p>
July 10	<p>You may have noticed we've upgraded our fare boxes!</p>
July 11	<p>We can help each other stay healthy and safe by wearing a mask or face covering when out in public, maintain a safe physical distance from others, wash your hands often and stay home if you are sick.</p>



# LYNX Board Agenda

	To keep our customers and employees safe and in collaboration with the LYNX multi-jurisdictional task force, we will be handing out masks at select locations.
July 12	Service changes will go into effect one week from today. Check out the new bay assignments at LYNX Central Station for Links 3, 38, 50, 63 and 104. A reminder that the LYNX multi-jurisdictional task force will be handing out masks this week at select locations.
July 13	We will be at the Kissimmee Intermodal Station this morning and Washington Shores SuperStop this afternoon handing out free masks to riders. Service Alert: Links 301 and 303 have schedule adjustments due to shift changes at Riviera Resort and Beach & Yacht Club.
July 14	LYNX is handing out free masks at some of our busiest bus stops. Today, we will be at Apopka SuperStop (6a-8a) and Seminole Towne Center (4p-6p). Name that stop! Can anyone guess where this bus stop is located?
July 15	We are handing out free masks to riders with the help of law enforcement partners and the TSA at select bus stop locations. Service changes will take place this Sunday, July 19.
July 16	Please wear your mask when riding LYNX. Response to riders comment about bus drivers not wearing a mask.
July 17	Happy #WorldEmojiDay! LYNX will host the July 23 Board of Directors and Oversight Committee meetings virtually.
July 18	Service changes will go into effect tomorrow. Check out the new schedule book, LYNX Central Station Bay Map, System Map and July Service Change Summary here.
July 19	Need to take an essential trip? July service change begins today. Response to complaint about rider who was not wearing a mask and being disorderly. It's National Ice Cream Day!
July 20	Just a reminder that new bay assignments are in effect at LYNX Central Station for Links 3, 38, 50, 63 and 104. Response to riders' statement about updating the drivers on the new bay assignments. The @MyFDOTCFL has three newly constructed pedestrian hybrid beacons (PHBs) along South Orange Blossom Trail, from north of Holden Avenue to 36th Street in Orlando.
July 21	Keep these key times in mind for when to wear a cloth face covering to help slow the spread of COVID-19 and remember to always practice other protective measures, like social distancing and frequent hand washing. Response to complaint about rider who was not wearing a mask and being disorderly. LYNX is experiencing technical difficulties with the bus tracker application that is causing some buses to not show in the app. Response to rider's complaint about bus driver closing the back doors before she was able to get on.
July 22	LYNX is hiring! We're looking for Bus Operators.



# LYNX Board Agenda

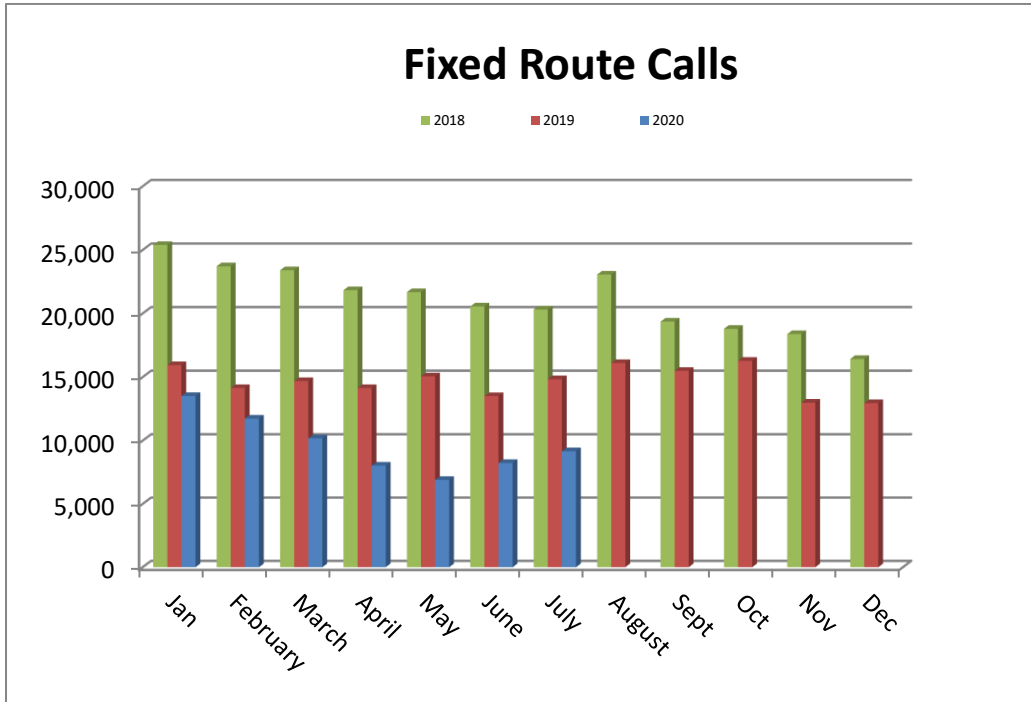
July 23	The LYNX July 23 Board of Directors and Oversight Committee meetings are being held virtually today. Check out this photo of a busy Kissimmee Railroad Station, circa 1906.
July 24	If you're going to travel this weekend, please stay safe and respect others by following these tips. Response to riders' question regarding bus 8 & 107 being full-wanted to know if there is something happening today.
July 25	The suspension of fare collection has been extended until further notice. Response to rider mentioning their appreciation for all we do for the community.
July 26	30 years ago, today President George H.W. Bush signed into law the Americans with Disabilities Act prohibiting discrimination against individuals with disabilities. The @MyFDOTCFL newly constructed pedestrian hybrid beacons (PHBs) along South Orange Blossom Trail, from north of Holden Avenue to 36th Street in Orlando, are live and active!
July 27	A friendly smile can go a long way, so here's a big one to help you start the week off on a positive note. Response to rider's complaint about bus #45 by the Seminole center not lowering the bus so that rider can use the wheelchair ramp.
July 28	Happy Tuesday from Old Town Station! This is one of our favorite bus stops. What's yours? Service Alert: Effective immediately the bus stop at Silver Star Road and Hiawasse Road will no longer serve Link 443. Response to riders' question on why has the route for Silver Star changed and what is another alternative?
July 29	We're all in this together. Please do your part. Response to riders' question on whether they could park at LCS for the day. Response to riders' question on whether we serve the winter park area.
July 30	As we monitor the progress of Tropical Storm #Isaias, please take a look at our hurricane service policy:
July 31	A reminder that the suspension of fare collection has been extended until further notice.

# LYNX ard Agenda

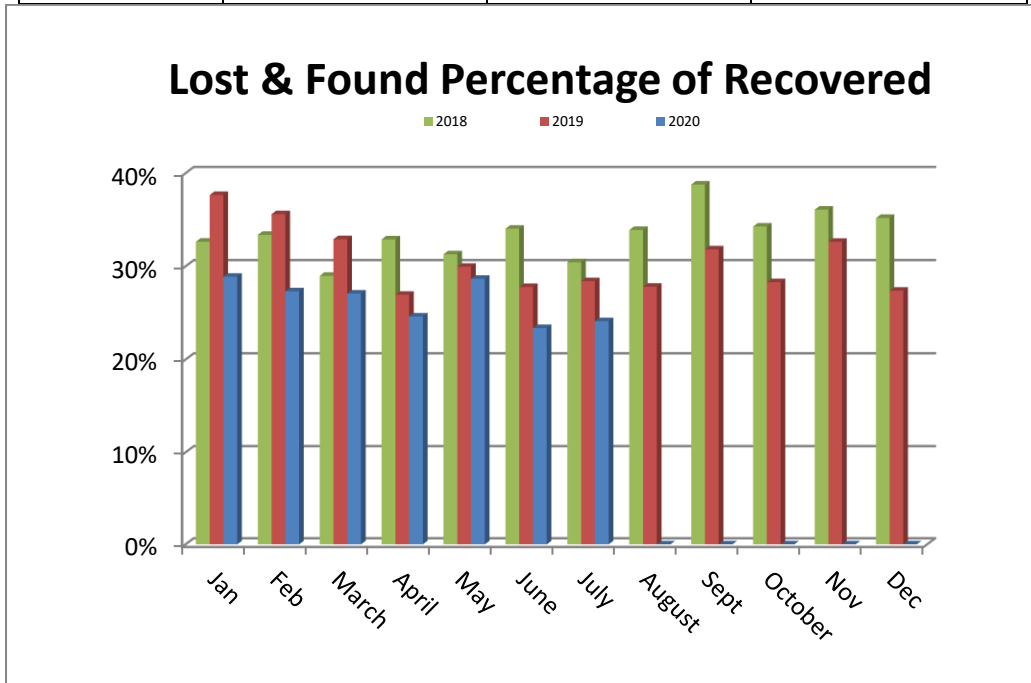
SOCIAL MEDIA USAGE	JULY 2020
Facebook Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	42,475
Facebook Daily Total Impressions: The number of times any content from your Page or about your Page entered a person's screen. This includes posts, stories, check-ins, ads, social information from people who interact with your Page and more. (Total Count)	72,934
Total Facebook Posts	50
Facebook Engagement: The sum of reactions, comments and shares received by content associated with your Pages (for the selected timeframe). Includes comments from the author of the post.	3.1k Engagement, 2.3k Reactions, 501 Comments, 300 Shares
Total Tweets	52
Twitter Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.	288 Engagement, 203 Likes, 57 Retweets, 28 Replies
WEBSITE USAGE	
Total Page Views	302,347
Total User Visits	44,779

# LYNX Board Agenda

## CUSTOMER SERVICE – JULY 2020

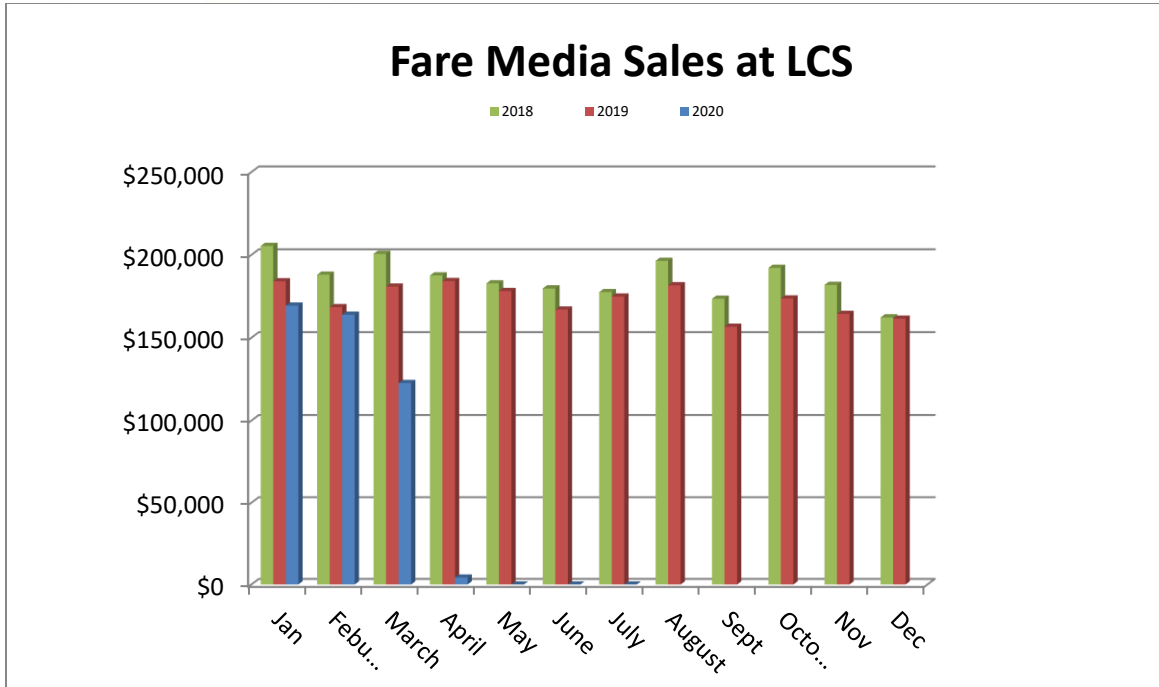


	2018	2019	2020
July	20,314	14,832	9,165

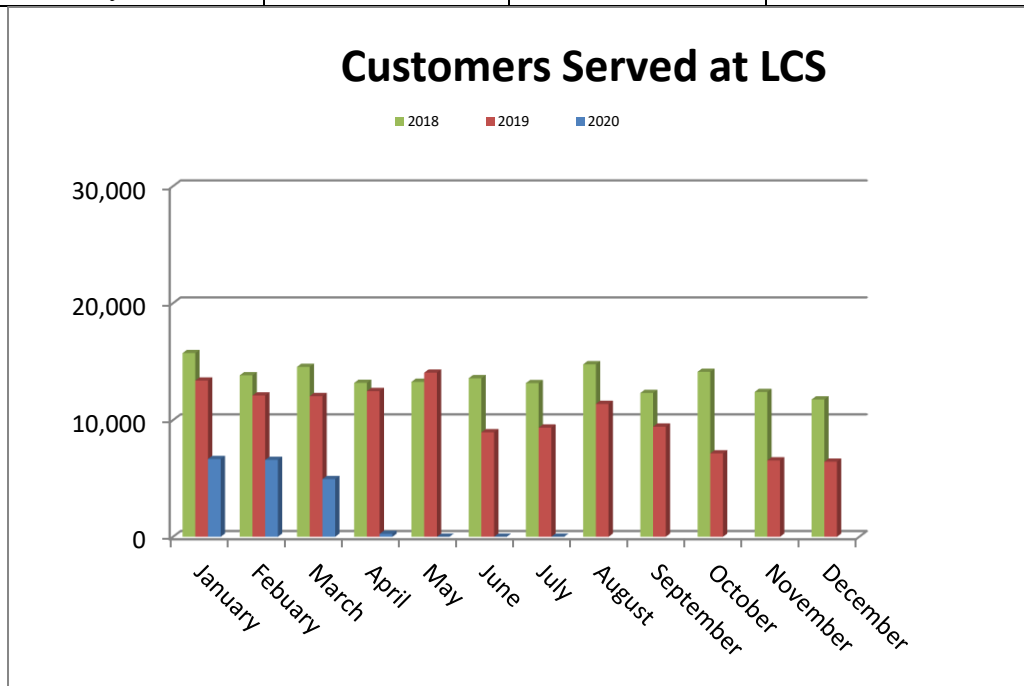


	2018	2019	2020
July	30.43%	28.40%	24.11%

# LYNX Board Agenda



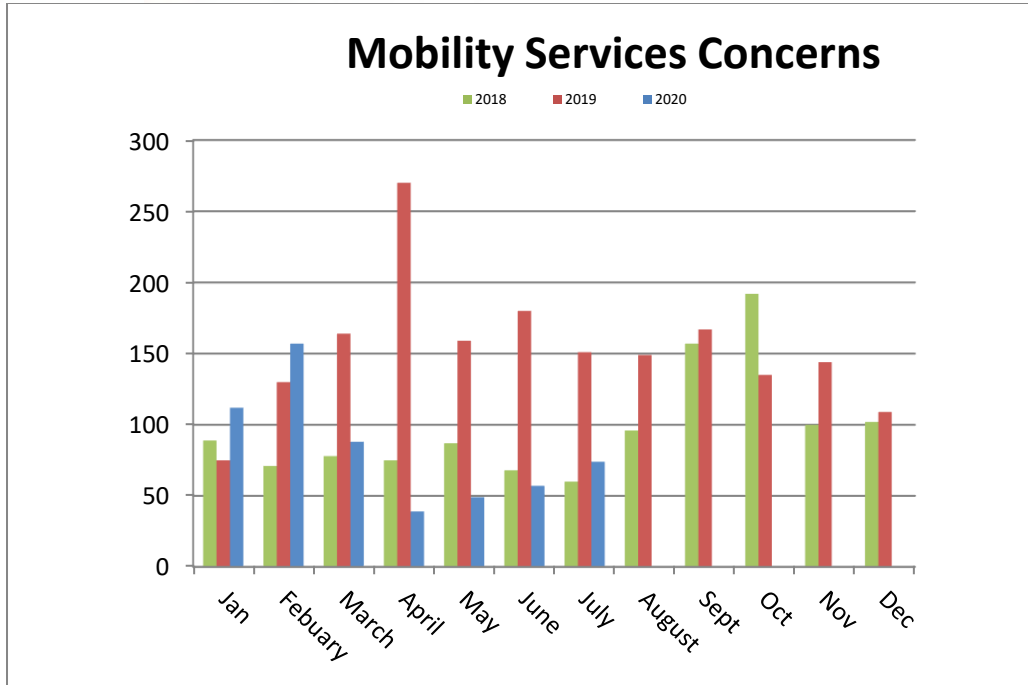
	2018	2019	2020
July	177,557	174,847	0



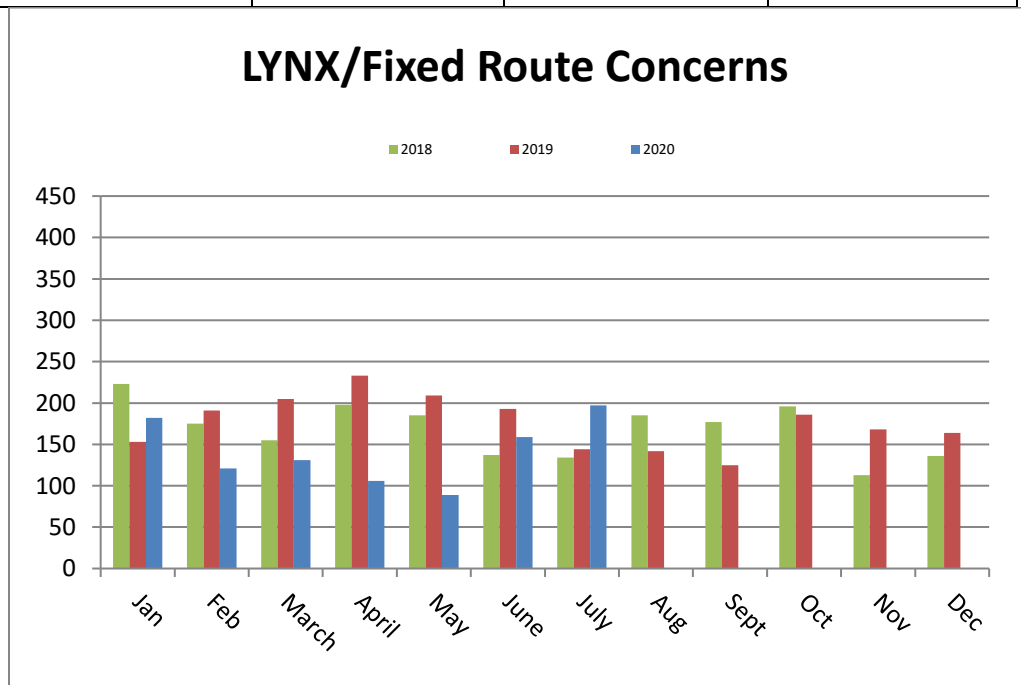
	2018	2019	2020
July	13,160	9,353	0**

\*\* Customers were serviced without keeping track due to the registers not being opened “No Fare Policy enacted”

# LYNX Board Agenda

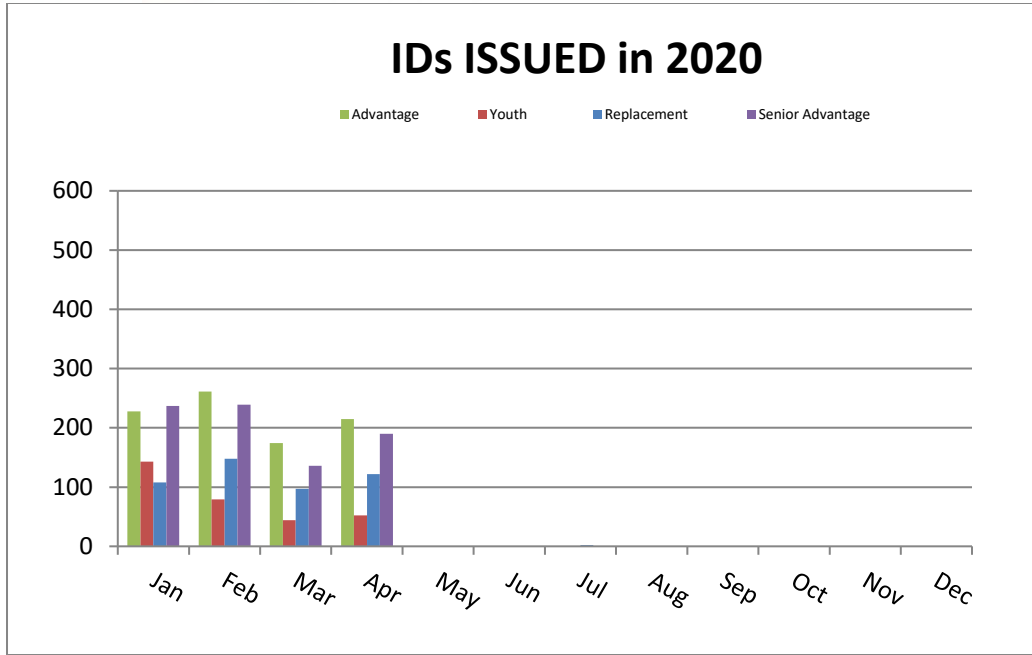


	2018	2019	2020
July	60	151	74

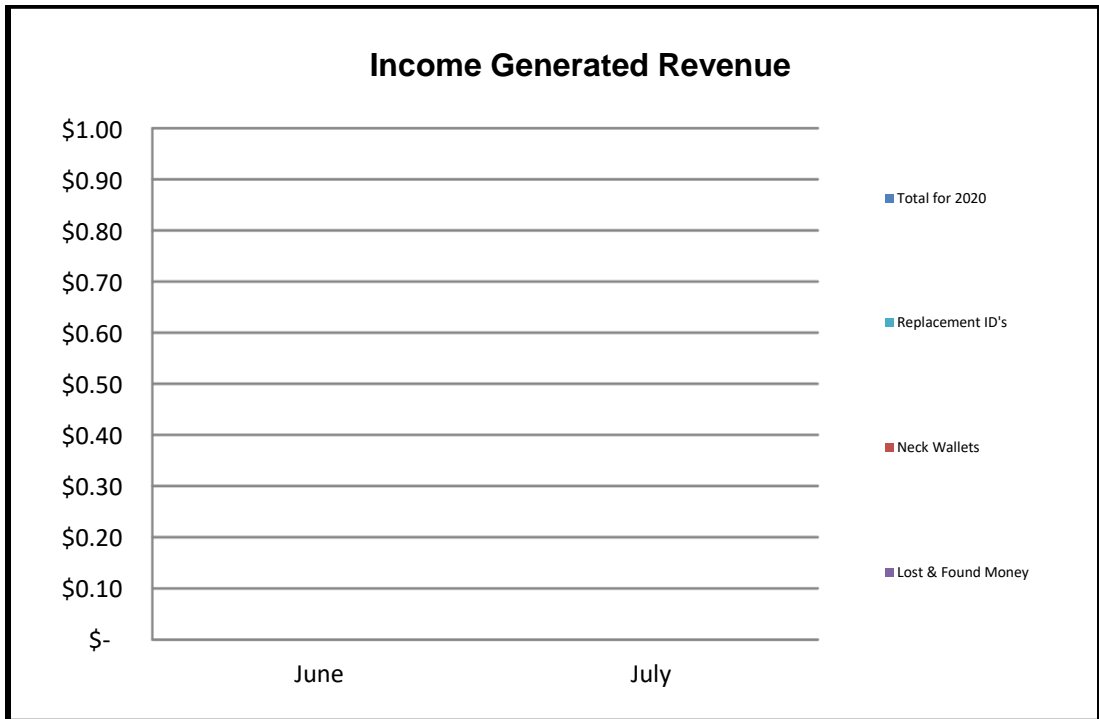


	2018	2019	2020
July	134	144	197

# LYNX Board Agenda



	2018	2019	2020
July	646	627	2



	ID Replacements	Lost and Found	Item Sales
June	\$0	\$0	\$0
July	\$0	\$0	\$0

\*\*Keeping in mind that due to COVID-19, fares are being waived, there is minimal ridership, there were facility closures, subscription were suspended.

# LYNX Board Agenda

## COMMUTER VANPOOL PROGRAM

VANPOOL	JULY 2020
Vanpool Participants	782*
Total Revenue Miles	\$120,000*
New Vanpool	4
Returned Vanpools	6
Current Vans at Service	170
Pending Interests	None
Events	None

\*These are estimates, as data is not available until after the 21<sup>st</sup> day of following month.

## ADVERTISING SALES

ADVERTISING SALES REVENUE	JUNE	JULY	FY20 TOTAL
Sales Revenue	\$ 317,033.98	\$289,042.35	\$3,354,250.60

# LYNX Board Agenda

## Monthly Report B

**To:** LYNX Board of Directors

**From:** Norman Hickling  
Director Of Mobility Services  
Norman Hickling  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6169

**Item Name:** Mobility Service Reports

**Date:** 8/27/2020

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Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures 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

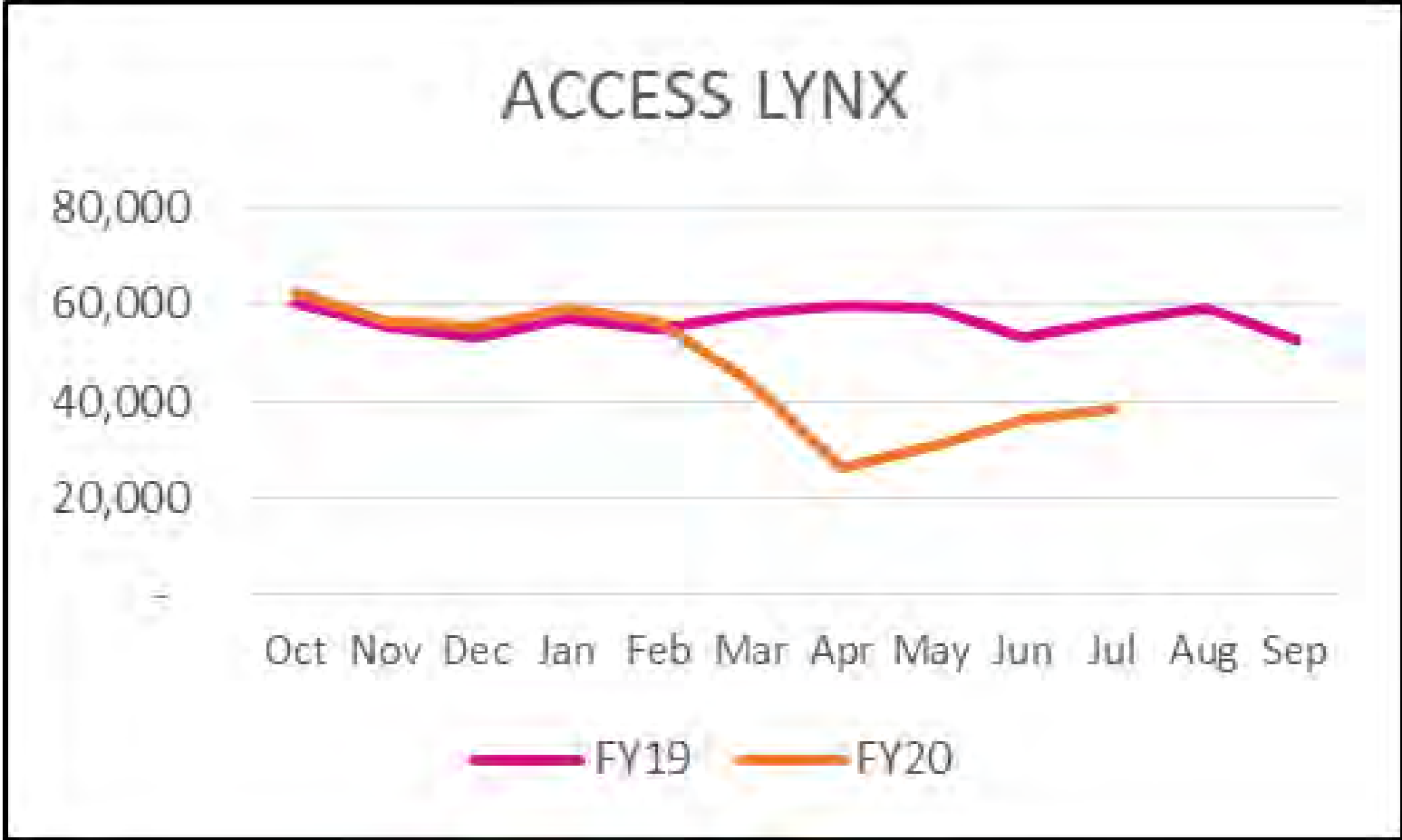
August 27, 2020

# TOTAL TRIPS FY 20

## Month-to-Month Comparison

<b>Access LYNX Month to Month - July 2020</b>											
	<b>Oct-19</b>	<b>Nov-19</b>	<b>Dec-19</b>	<b>Jan-20</b>	<b>Feb-20</b>	<b>Mar-20</b>	<b>Apr-20</b>	<b>May-20</b>	<b>Jun-20</b>	<b>Jul-20</b>	<b>YTD-20</b>
Orange	39,469	35,578	34,880	37,520	35,420	28,065	17,407	20,256	23,365	25,781	297,741
Seminole	12,909	11,188	10,606	11,767	11,258	8,440	4,606	5,360	6,785	7,156	90,075
Osceola	10,423	9,747	9,675	10,017	9,805	7,584	4,456	4,974	6,067	5,694	78,442
<b>SYSTEM TOTAL</b>	<b>62,801</b>	<b>56,513</b>	<b>55,161</b>	<b>59,304</b>	<b>56,483</b>	<b>44,089</b>	<b>26,469</b>	<b>30,590</b>	<b>36,217</b>	<b>38,631</b>	<b>466,258</b>

# Total System - Trips



# Total Trips by County

## Trip Type Analysis

<b>Access LYNX - Total Trips - ORANGE</b>			
	Jul-19	Jul-20	% Δ
Dialysis	10,869	11,076	1.9%
Employment	9,075	5,158	-43.2%
Personal/Recreational	6,801	4,665	-31.4%
Medical	5,177	3,455	-33.3%
Shopping	375	806	114.9%
Education/Daycare	3,411	544	-84.1%
Functional Assessment	156	61	-60.9%
COVID-19 Testing	0	16	100.0%
<b>SYSTEM TOTAL</b>	<b>35,864</b>	<b>25,781</b>	<b>-28.1%</b>

# Total Trips by County

## Trip Type Analysis

<b>Access LYNX - Total Trips - SEMINOLE</b>			
	Jul-19	Jul-20	% Δ
Dialysis	2,675	2,563	-4.2%
Employment	3,234	1,523	-52.9%
Personal/Recreational	2,249	1,429	-36.5%
Medical	1,567	1,199	-23.5%
Shopping	100	237	137.0%
Education/Daycare	1,242	184	-85.2%
Functional Assessment	61	15	-75.4%
COVID-19 Testing	0	6	100.0%
<b>SYSTEM TOTAL</b>	<b>11,128</b>	<b>7,156</b>	<b>-35.7%</b>

# Total Trips by County

## Trip Type Analysis

<b>Access LYNX - Total Trips - OSCEOLA</b>			
	Jul-19	Jul-20	% Δ
Dialysis	2,834	2,436	-14.0%
Employment	3,373	1,221	-63.8%
Personal/Recreational	1,586	964	-39.2%
Medical	1,267	824	-35.0%
Shopping	84	174	107.1%
Education/Daycare	506	65	-87.2%
Functional Assessment	55	10	-81.8%
COVID-19 Testing	0	0	100.0%
<b>SYSTEM TOTAL</b>	<b>9,705</b>	<b>5,694</b>	<b>-41.3%</b>

# Trips by Funding Source

Access LYNX - Total Trips by Funding Source			
	Jul-19	Jul-20	% Δ
ADA	38,919	22,359	-42.5%
TD	17,408	16,121	-7.4%
FA/TTD	271	86	-68.3%
OCHS	99	40	-59.6%
COVID-19	0	25	100.0%
<b>SYSTEM TOTAL</b>	<b>56,697</b>	<b>38,631</b>	<b>-31.9%</b>

Access LYNX - Total Trips by Funding Source			
	Jun-20	Jul-20	% Δ
ADA	20,680	22,359	8.1%
TD	15,367	16,121	4.9%
FA/TTD	97	86	-11.3%
OCHS	41	40	-2.4%
COVID-19	32	25	-21.9%
<b>SYSTEM TOTAL</b>	<b>36,217</b>	<b>38,631</b>	<b>6.7%</b>

# Trips Performed

## Provider Analysis

Access LYNX - Total Trips by Provider			
	Jul-19	Jul-20	% Δ
MV/Star	37,085	37,697	1.7%
Mears	11,263	934	-91.7%
OWL	7,757	0	-100.0%
UZURV	592	0	-100.0%
<b>SYSTEM TOTAL</b>	56,697	38,631	-3

Access LYNX - Total Trips by Provider			
	Jun-20	Jul-20	% Δ
MV/Star	36,185	37,697	4.2%
Mears	32	934	2818.8%
<b>SYSTEM TOTAL</b>	36,217	38,631	6.7%



# Clients Served

## Year to Year Comparison

Access LYNX - Clients Served			
	Jul-19	Jul-20	% Δ
Clients Served	4,323	2,768	-36.0%
<b>SYSTEM TOTAL</b>	<b>4,323</b>	<b>2,768</b>	<b>-36.0%</b>

## Month-to-Month Comparison

Access LYNX - Clients Served			
	Jun-20	Jul-20	% Δ
Clients Served	2,728	2,768	1.5%
<b>SYSTEM TOTAL</b>	<b>2,728</b>	<b>2,768</b>	<b>1.5%</b>

# Call Center Performance

## Speed of Answer

<b>Access LYNX - Call Center</b>			
	Jul-19	Jul-20	% Δ
Average Speed of Answer	4m 30s	1m 37s	178.4%
Average Talk Time	2m 29s	3m 08s	26.2%
Abandoned Calls	14,646	3,142	-78.5%
Handled Calls	52,457	41,000	-21.8%
Percent Calls Handled	78%	93%	
<b>Total Calls</b>	<b>67,103</b>	<b>44,142</b>	<b>-34.2%</b>

# Eligibility Processing Status

Access LYNX - Eligibility Applications										
Program	October	November	December	January	February	March	April	May	June	July
ADA - New	241	232	388	247	222	301	179	68	89	63
TD - New	71	67	74	95	92	90	60	49	52	78
Sub - Total	312	299	462	342	314	391	239	117	141	141
ADA- Recert	323	279	428	317	296	327	217	151	193	157
TD-Recert	69	49	68	73	71	52	55	43	45	51
Sub- Total	392	328	496	390	367	379	272	194	238	208
TOTAL New and	704	627	958	732	681	770	511	311	379	349
Other	101	17	90	8	70	49	29	12	10	41
Total Denied	143	132	140	61	73	121	73	22	31	55
<b>SYSTEM TOTAL</b>	<b>847</b>	<b>759</b>	<b>1,098</b>	<b>793</b>	<b>754</b>	<b>891</b>	<b>584</b>	<b>333</b>	<b>410</b>	<b>404</b>

# LYNX Board Agenda

## Monthly Report C

**To:** LYNX Board of Directors

**From:** **Albert Francis**  
Chief Financial Officer  
**Leonard Antmann**  
(Technical Contact)  
**Michelle Daley**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Monthly Financial Report - June 2020

**Date:** 8/27/2020

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Please find attached the preliminary monthly financial report for the ninth month ending June 30, 2020.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX  
 ORGANIZATION WIDE  
 STATEMENTS OF REVENUES AND EXPENSES Compared to Budget  
 For the Nine Months Ending June 30, 2020  
 (UNAUDITED)

	<u>Current YTD Budget</u>	<u>YTD Actual</u>	<u>% Actual compared to Budget</u>
<b>REVENUES</b>			
Customer fares	\$ 18,065,459	\$ 11,241,261	62.0%
Contract services	5,569,571	5,248,878	94.0%
Advertising	3,427,500	2,735,787	80.0%
Interest & Other income	1,096,504	713,042	65.0%
Federal Revenue	14,229,301	6,727,843	47.0%
CARES Federal Revenue	-	36,350,000	0.0%
State Revenue	10,005,993	10,036,643	100.0%
Local Revenue	6,535,024	6,272,197	96.0%
Local Revenue Funding Partner	53,566,574	53,566,592	100.0%
<b>TOTAL REVENUE</b>	<b>\$ <u>112,495,926</u></b>	<b>\$ <u>132,892,244</u></b>	<b><u>118.0%</u></b>
<b>EXPENSE</b>			
Salaries, Wages & Fringe Benefits	\$ 61,101,177	\$ 59,974,442	98.0%
Other services	8,045,569	5,103,046	63.0%
Fuel	8,970,191	7,425,990	83.0%
Materials and supplies	5,823,957	5,793,023	99.0%
Utilities	1,180,651	921,360	78.0%
Casualty & Liability	2,050,932	2,068,664	101.0%
Taxes and licenses	446,976	393,744	88.0%
Purchased transportation services	22,907,520	20,316,366	89.0%
Leases & Miscellaneous	1,191,238	785,234	66.0%
Interest Expense	26,064	26,428	101.0%
<b>TOTAL EXPENSE</b>	<b>\$ <u>111,744,275</u></b>	<b>\$ <u>102,808,297</u></b>	<b><u>92.0%</u></b>
<b>OPERATING GAIN/(LOSS)</b>	<b>\$ <u>751,651</u></b>	<b>\$ <u>30,083,947</u></b>	<b><u>4002.0%</u></b>

# LYNX Board Agenda

## Monthly Report D

**To:** LYNX Board of Directors

**From:** Tomika Monterville  
Director Of Plan And Development  
Bruce Detweiler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Planning and Development Report – August 2020

**Date:** 8/27/2020

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### **STRATEGIC PLANNING, SERVICE PLANNING AND GIS:**

#### **Strategic Planning:**

- The Strategic Planning team received proposals for the ITS/GIS Strategic Plan updates. The Source Evaluation Committee public meeting is scheduled for August 20th. Staff anticipate bringing a recommendation to award to the September Board of Directors meeting.
- Staff completed the FY 2021 Annual Update for the Transit Development Plan (TDP) and have brought it forward to this Board of Directors agenda for consent to submit to the Florida Department of Transportation (FDOT).
- Staff continue to work with their counterparts in Osceola and Seminole counties to develop and refine recommendations for their respective future, long-range transit plans. These meetings were held in coordination with MetroPlan Orlando to support their efforts related to the 2045 Metropolitan Transportation Plan (MTP).
- The Planning Department had a successful, 10-week, summer internship, completed on July 31, 2020. The planning intern, Natasia Peacock, will now pursue and graduate degree in Urban Planning at Clemson University.

#### **Service Planning:**

- Service Planning staff is developing proposals for the December 2020 service change which will take place on December 13.
- Staff began assessments of bus/pedestrian circulation at SunRail stations with LYNX bus service to evaluate access and egress to recommend safety improvements.
- Staff is working with Osceola and Orange counties regarding improvements to several NeighborLink routes.

# LYNX Board Agenda

## Monthly Report E

**To:** LYNX Board of Directors

**From:** Tomika Monterville  
Director Of Plan And Development  
Bruce Detweiler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Ridership Report - June 2020

**Date:** 8/27/2020

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The attached monthly Performance Report includes June Year-To-Date figures for ridership and other performance indicators. Total ridership for June 2020 was 14,216,270. This is a 23.1% decrease from June 2019. On-Time Performance for Fiscal Year-To-Date 2020 is 75.2%.

- LYNX overall ridership decreased by 727K, or 38.7%, compared to June 2019. Year-to-date ridership for FY-20 (14,216,270) decreased 23.1% compared to FY-19 (18,481,644)
- LYMMO ridership decreased by 55K, or 60.8%, compared to June 2019. Year-to-date ridership for FY-20 (448,588) decreased 42.8% compared to FY-19 (784,226).
- Fixed Route ridership decreased by 625K, or 37.3%, compared to June 2019. Year-to-date ridership for FY-20 (12,993,034) decreased by 22.5% compared to FY-19 (16,682,880).
- NeighborLink ridership decreased by 4K or 34.1% compared to June 2019. Year-to-date ridership for FY-20 (76,289) decreased 29.5% compared to FY-19 (108,228).
- ACCESS LYNX ridership decreased by 18K, or 31.2%, compared to June 2019. Year-to-date ridership for FY-20 (469,423) decreased by 16.6% compared to FY-19 (563,009).
- Vanpool ridership decreased by 24K, or 59.9% compared to June 2019. Year-to-date ridership for FY-20 (261,721) decreased by 17.5% compared to FY-19 (317,407).
- There were no special events in February 2020. Year-to-date ridership for FY-20 (27,215) increased by 5.1% compared to FY-19 (25,894).



## June 2020 Service Performance Report

### RIDERSHIP

Total Ridership by Mode						
	Jun-19	Jun-20	% Δ	YTD-19	YTD-20	% Δ
LYMMO	91,539	35,867	-60.8%	784,226	448,588	-42.8%
Fixed Route	1,678,449	1,052,815	-37.3%	16,682,880	12,933,034	-22.5%
NeighborLink	10,619	7,000	-34.1%	108,228	76,289	-29.5%
ACCESS LYNX	58,893	40,494	-31.2%	563,009	469,423	-16.6%
Vanpool	40,535	16,270	-59.9%	317,407	261,721	-17.5%
Special Events	0	0	0.0%	25,894	27,215	5.1%
<b>SYSTEM TOTAL</b>	<b>1,880,035</b>	<b>1,152,446</b>	<b>-38.7%</b>	<b>18,481,644</b>	<b>14,216,270</b>	<b>-23.1%</b>

<b>June 2019:</b>	20 Weekdays	5 Saturdays	5 Sundays
<b>June 2020:</b>	22 Weekdays	4 Saturdays	4 Sundays

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Jun-19	Jun-20	% Δ	Jun-19	Jun-20	% Δ	Jun-19	Jun-20	% Δ
LYMMO	3,650	1,340	-63.3%	2,011	736	-63.4%	1,698	860	-49.4%
Fixed Route	64,505	39,007	-39.5%	47,217	28,537	-39.6%	30,453	20,130	-33.9%
NeighborLink	411	282	-31.4%	397	200	-49.6%	-	-	-
ACCESS LYNX	2,431	1,585	-34.8%	1,066	976	-8.4%	987	433	-56.1%
Vanpool	1,633	688	-57.9%	374	161	-57.0%	296	115	-61.1%
<b>SYSTEM TOTAL</b>	<b>72,630</b>	<b>42,902</b>	<b>-40.9%</b>						

LYNX ridership decreased by 727K, or 38.7%, compared to June 2019. System-wide average weekday riders decreased by 40.9% year-to-date.

**LYMMO** ridership decreased by about 55K, or 60.8%, compared to June 2019. Average weekday ridership for LYMMO was down 63.3% in June 2020. Ridership decrease is attributed to the closure of the Orlando Union Rescue Mission, 410 W Central Blvd., and to the COVID-19 pandemic.

**Fixed Route** ridership decreased by 625K, or 37.3%, compared to June 2019. Average daily ridership decreased by 39.5% compared to the same time period last year. LYNX ceased operation of Links 416 & 427 due to Polk County ending the contracted service with LYNX on September 30, 2019. The COVID-19 pandemic is also responsible for decreases in ridership.

**NeighborLink** ridership decreased by about 4K, or 34.1%, compared to June 2019. This is primarily due to LYNX ceasing operation of NeighborLink 603 due to Polk County ending the contracted service with LYNX on September 30, 2019, and to the COVID-19 pandemic.

**ACCESS LYNX** ridership decreased by 18K, or 31.2% when compared to June 2019. COVID-19 is responsible for a decrease in ridership.

**Vanpool** ridership decreased by 24K, or 59.9% when compared to June 2019. COVID-19 is responsible for a decrease in ridership.

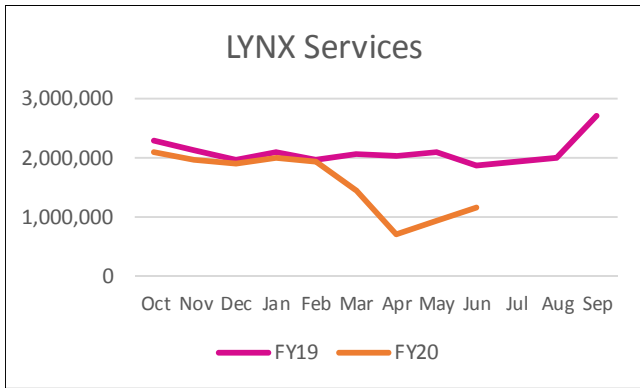
\*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.89/gallon in June 2019 and \$2.06/gallon in June 2020. Historically, low gas prices can result in lower public transit ridership.



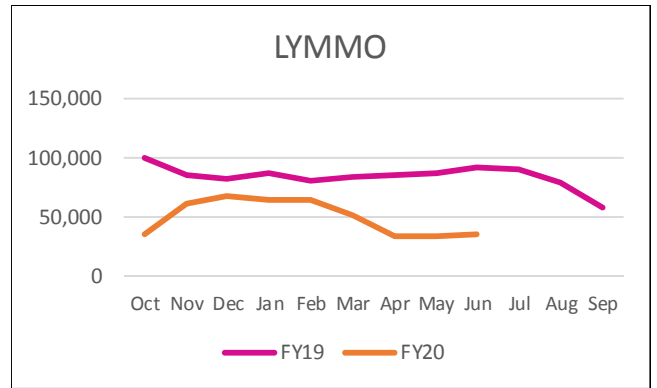


## June 2020 Service Performance Report

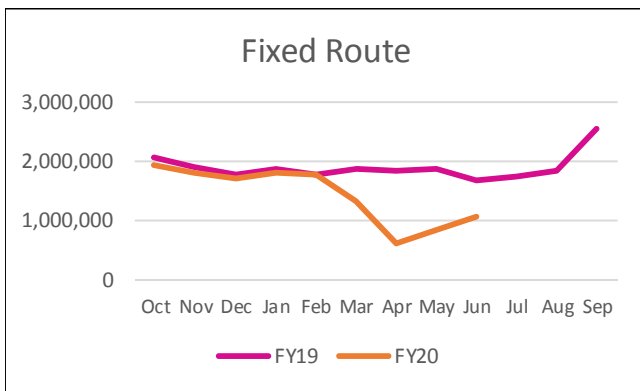
### MONTHLY RIDERSHIP TRENDS BY MODE



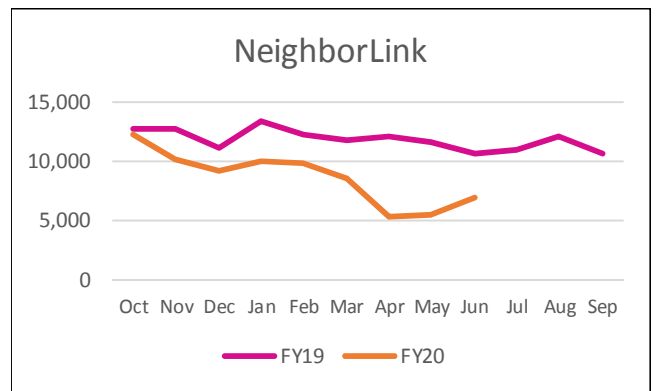
LYNX ridership decreased by 38.7% compared to the same time last year. Average weekday riders decreased by 40.9%.



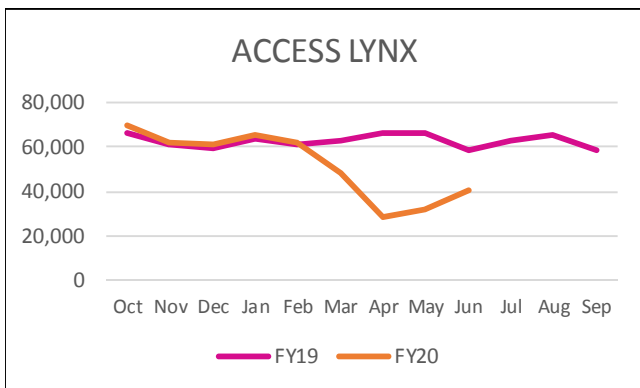
LYMMO ridership decreased by 60.8% compared to the same time last year. Average weekday riders decreased by 63.3%.



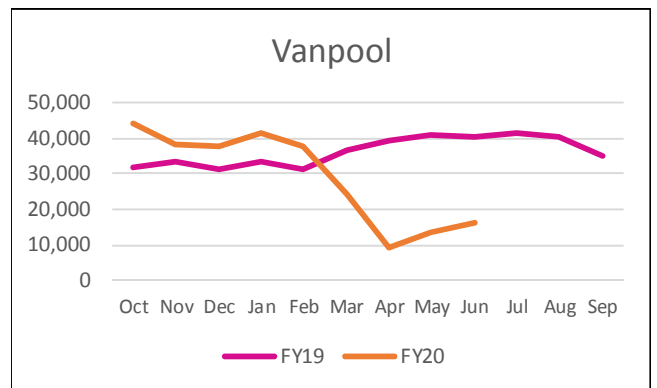
Fixed route ridership decreased 37.3% compared to June 2019. Average weekday riders decreased by 39.5%.



NeighborLink ridership decreased 34.1% compared to June 2019. Average daily riders decreased by 31.4%.



ACCESS LYNX saw a 31.2% decrease over last year. Average daily riders decreased by 34.8%.



Vanpool ridership decreased by 59.9% when compared to June 2019. Average daily riders decreased by 57.9%.



June 2020 Service Performance Report

FY20 Monthly Modal Performance Data Sheet - June 2020

Month End Reporting	Ridership	Passengers per Trip	On-Time Performance	Farebox Recovery	National Transit Database	Reportable Accidents	Complaints per 100,000 Miles	Total Trips Scheduled	Percentage of Scheduled Trips	Fleet Availability	Preventative Maintenance Hours	Completed on Time
<b>LYMMO</b>												
Oct	34,943	4	88%	Not Applicable	0	0.10	9,489	99%	16	100%		
Nov	62,195	7	84%		0	0.08	8,790	99%	16	95%		
Dec	68,300	8	85%		0	0.11	9,131	99%	16	74%		
Jan	63,936	7	86%		1	0.11	9,131	99%	16	90%		
Feb	64,331	8	90%		1	0.08	8,618	99%	16	81%		
Mar	51,659	6	88%		0	0.14	9,310	95%	16	98%		
Apr	33,374	4	82%		0	0.28	9,138	100%	16	100%		
May	33,983	4	79%		0	0.25	8,962	97%	16	100%		
Jun	35,867	4	84%		0	0.22	9,138	95%	16	86%		
Jul												
Aug												
Sep												
YTD	448,588	6	85.0%		2	0.15	81,707	98%	16	92%		
<b>Fixed Route</b>												
Oct	1,946,029	21	73%	21%	6	0.10	92,512	99%	283	100%		
Nov	1,797,955	21	71%	22%	10	0.08	86,940	99%	286	95%		
Dec	1,726,627	20	72%	17%	6	0.11	89,200	99%	286	74%		
Jan	1,819,620	21	75%	18%	9	0.11	88,212	99%	275	90%		
Feb	1,774,227	21	74%	24%	3	0.08	84,356	99%	279	81%		
Mar	1,337,777	15	76%	13%	4	0.14	89,824	98%	273	98%		
Apr	627,391	7	77%	0.3%	0	0.28	88,200	99%	280	100%		
May	850,593	10	80%	0.4%	5	0.25	84,976	97%	284	100%		
Jun	1,052,815	12	80%	0.4%	2	0.22	88,200	97%	282	86%		
Jul												
Aug												
Sep												
YTD	12,933,034	17	75.2%	13%	45	0.15	792,420	98%	281	92%		



## June 2020 Service Performance Report

### FY20 Monthly Modal Performance Data Sheet - June 2020

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 M	Fleet Availability	Preventable Maintenance	Completed On-Time
<b>NeighborLink</b>								
Oct	12,176	100%	100%	0	19.4	83%	99%	
Nov	10,104	100%	100%	0	12.7	78%	99%	
Dec	9,130	100%	100%	0	4.9	85%	99%	
Jan	10,007	100%	100%	0	9.4	80%	100%	
Feb	9,872	100%	100%	0	3.2	75%	100%	
Mar	8,602	100%	100%	0	0.0	81%	100%	
Apr	5,270	100%	N/A	0	3.9	77%	100%	
May	5,538	100%	N/A	0	2.0	71%	100%	
Jun	7,000	100%	N/A	0	9.4	70%	100%	
Jul								
Aug								
Sep								
YTD	77,699	100%	100%	0	7.2	78%	100%	
<b>ACCESS LYNX</b>								
Oct	69,416	92.01%	99.85%	1	2.4	94%	99%	
Nov	61,037	90.40%	99.91%	2	3.4	93%	99%	
Dec	60,883	90.47%	99.73%	0	2.8	92%	99%	
Jan	65,166	90.11%	99.59%	1	3.1	93%	100%	
Feb	62,052	88.42%	99.68%	0	2.8	94%	100%	
Mar	48,247	93.16%	99.55%	1	2.9	91%	100%	
Apr	28,573	96.98%	N/A	0	1.5	91%	100%	
May	32,274	95.19%	N/A	0	1.5	92%	100%	
Jun	40,494	94.47%	N/A	0	1.4	90%	100%	
Jul								
Aug								
Sep								
YTD	468,142	92.36%	99.72%	5	2.4	92%	100%	



## June 2020 Service Performance Report

### 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 preventative maintenance inspections that were completed on time.

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