

# LYNX Oversight Committee Agenda

Meeting Date: 8/27/2020  
Meeting Time: 10:30 AM

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

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 Oversight Committee, 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 Committee Minutes

 Oversight Committee Minutes 7.23.20

Pg 3

## 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. Finance & Audit 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. Discussion Items**

- A.  Update on Pine Hills Transfer Center Pg 96
- B.  Review of the FY2020 3rd Quarter Operating Results Pg 97

**8. Action Items**

- A.  Approval to Present the FY2021 Proposed Operating Budget to the LYNX Board of Directors for Approval Pg 98
- B.  Approval to Present the FY2021 Proposed Capital Budget to the LYNX Board of Directors for Approval Pg 102
- C.  Recommendation to Adopt Changes to the Existing LYNX Reserve Policy to Establish a Budget Stabilization Fund Pg 105

**9. 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**  
**Oversight Committee Meeting Minutes**

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

**DATE:**       **July 23, 2020**

**TIME:**       **10:30 a.m.**

**Members in Attendance:**

Viviana Janer, Chair, Osceola County  
Lee Constantine, Seminole County  
Billy Hattaway, City of Orlando  
Jo Santiago, FDOT  
Renzo Nastasi, Orange County

**Staff Members in Attendance:**

James E. Harrison, Chief Executive Officer  
Tiffany Homler-Hawkins, Chief Administrative Officer  
William Slot, Chief Innovation and Sustainability Officer  
Leonard Antmann, Director of Finance

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**1. Call to Order**

Chair Janer called the meeting to order at 10:30 a.m.

Chair Janer read a statement that allows for this meeting to be held virtually pursuant to 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 Oversight Committee 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.

**2. Approval of Minutes**

A motion to approve the June 25, 2020 Oversight Committee meeting minutes was made by Commissioner Constantine and seconded by Renzo Nastasi. Motion carried unanimously.

**3. Public Comments**

No one requested to address the committee.

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

Jim Harrison, Chief Executive Officer stated that LYNX staff has done an amazing job during these difficult times.

The installation of the driver's protection shields was accelerated until the pandemic started. Sneeze guards were placed in the buses until the shields could be installed. Staff is sixty percent complete with the installation of the shields and have a completion date of August 28.

LYNX partnered with the Orlando Economic Partnership to wrap a bus with the Safer Stronger Together and Do Your Part campaign. That bus will be on the street 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.

There are two discussion items on the agenda, but we would like to move the Mobility Services update to a later date.

#### **5. Finance & Audit Committee Report**

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, July 16, 2020. She gave an overview of the Finance & Audit Committee agenda.

She stated that LYNX received their first reimbursement from the CARES Act and is anticipating another reimbursement soon.

We had a presentation on the FY2021 Preliminary Capital budget. Everything was consistent with previous presentations.

There was a presentation on the Budget Stabilization Fund. Committee members will review the draft language and provide feedback for LYNX staff.

There was one consent agenda item that was approved to move forward.

#### **6. Committee Consent Agenda Items**

Chair Janer 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 the approval of the Consent agenda in full.

##### **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 Janer asked for a motion on Consent Agenda items 6.A.i through 6.C.iv.

Billy Hattaway made a motion to approve Consent Agenda items 6.A.i through 6.C.iv. Seconded by Commissioner Constantine. Motion passed unanimously.

## 7. Discussion Items

### A. Mobility Services Update

This item was pulled from the agenda.

### B. Overview of Proposed Process for the Update of the LYNX Administrative Rules

Chair Janer recognized Tiffany Homler-Hawkins to make the presentation. Ms. Homler-Hawkins stated that two triennials have helped us identify key business functions that needed updating. We engaged a consultant, Susan Black, to help us with updating our administrative rules.

Susan Black reviewed the steps and phases needed to update the administrative rules. This includes comparing LYNX administrative rules with those of the LYNX funding partners and other transit agencies. LYNX staff is identifying which rules are working and which rules need improvement.

All changes would be subject to an approval process including compliance, legal and executive approvals.

We hope to have all of the changes done, so that the Committee has the time to review them in a timely manner.

Due to the extent of the information, Chair Janer asked for individual meetings to be able to look at all of the rules. After reviewing individually, a meeting could be scheduled as a group to answer any questions.

## 8. Other Business

No other business was discussed.

**9. Adjourned**

Meeting adjourned at 11:15 a.m.

**Certification of Minutes:**

I certify that the foregoing minutes of the July 23, 2020 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

**X**

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Assistant

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Oversight Committee

**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.

### **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.

# LYNX Oversight mmittee Agenda

## **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 Oversight Committee Agenda

## Consent Agenda Item #6.A. ii

**To:** LYNX Oversight Committee

**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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.A. iii

**To:** LYNX Oversight Committee

**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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Oversight Committee

**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.

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.

# LYNX Oversight Committee Agenda

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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Oversight Committee

**From:** Elvis Dovalés  
Director Of Maintenance  
Elvis Dovalés  
(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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Oversight Committee

**From:** Elvis Dovalés  
Director Of Maintenance  
Elvis Dovalés  
(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 Oversight mmittee 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 Oversight Committee Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Oversight Committee

**From:** Elvis Dovalés  
Director Of Maintenance  
Elvis Dovalés  
(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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.C. iv

**To:** LYNX Oversight Committee

**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 Oversight Committee 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 Oversight Committee Agenda

## Consent Agenda Item #6.D. i

**To:** LYNX Oversight Committee

**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.

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. §



# LYNX Oversight Committee Agenda

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 Oversight Committee Agenda

## Consent Agenda Item #6.D. ii

**To:** LYNX Oversight Committee

**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

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### **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 Oversight Committee 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 Roadeo 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 Oversight Committee Agenda

## Consent Agenda Item #6.D. iii

**To:** LYNX Oversight Committee

**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 Oversight Committee 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

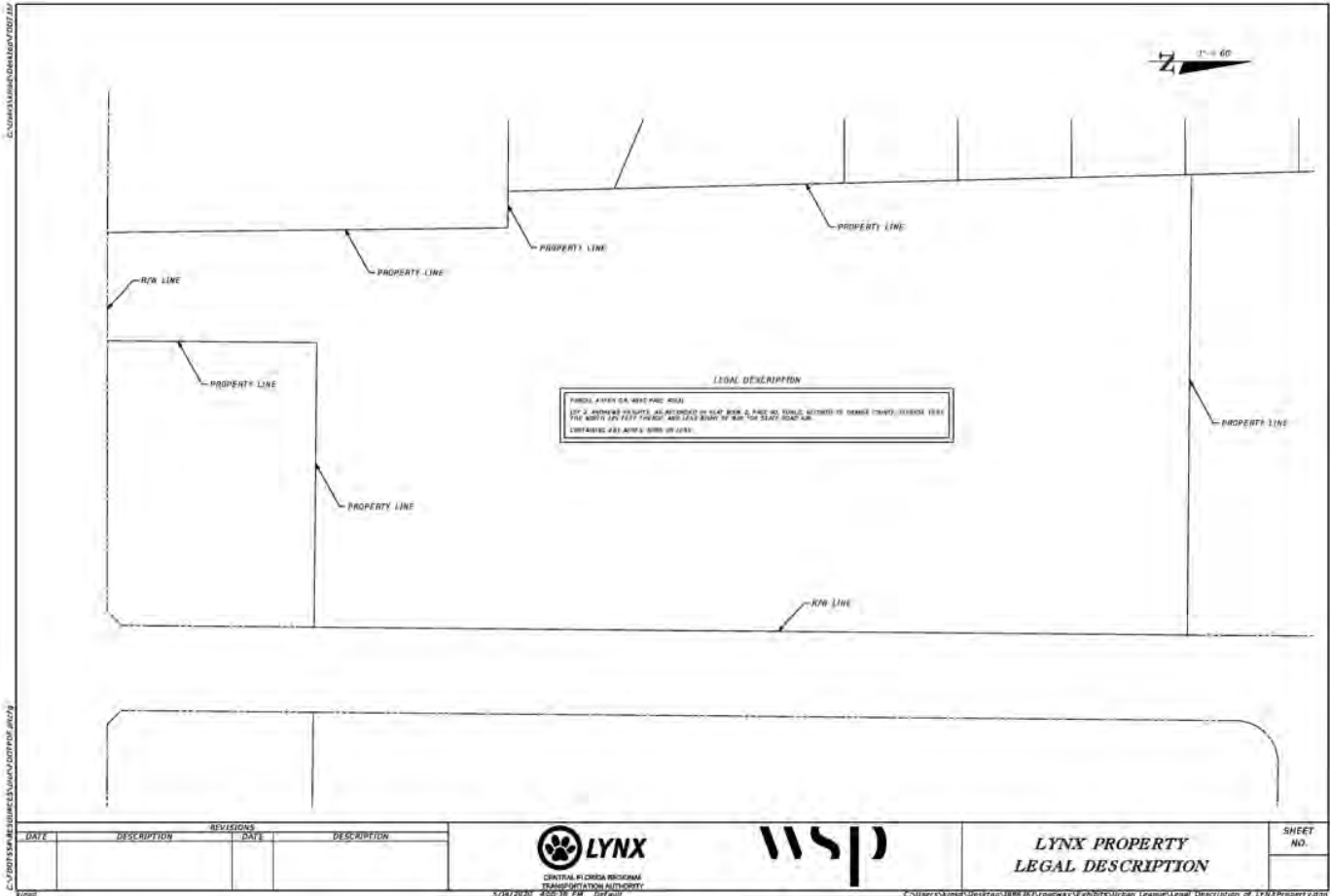
Commission No.: \_\_\_\_\_

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



# EXHIBIT "B"

## Description of Lynx Property



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



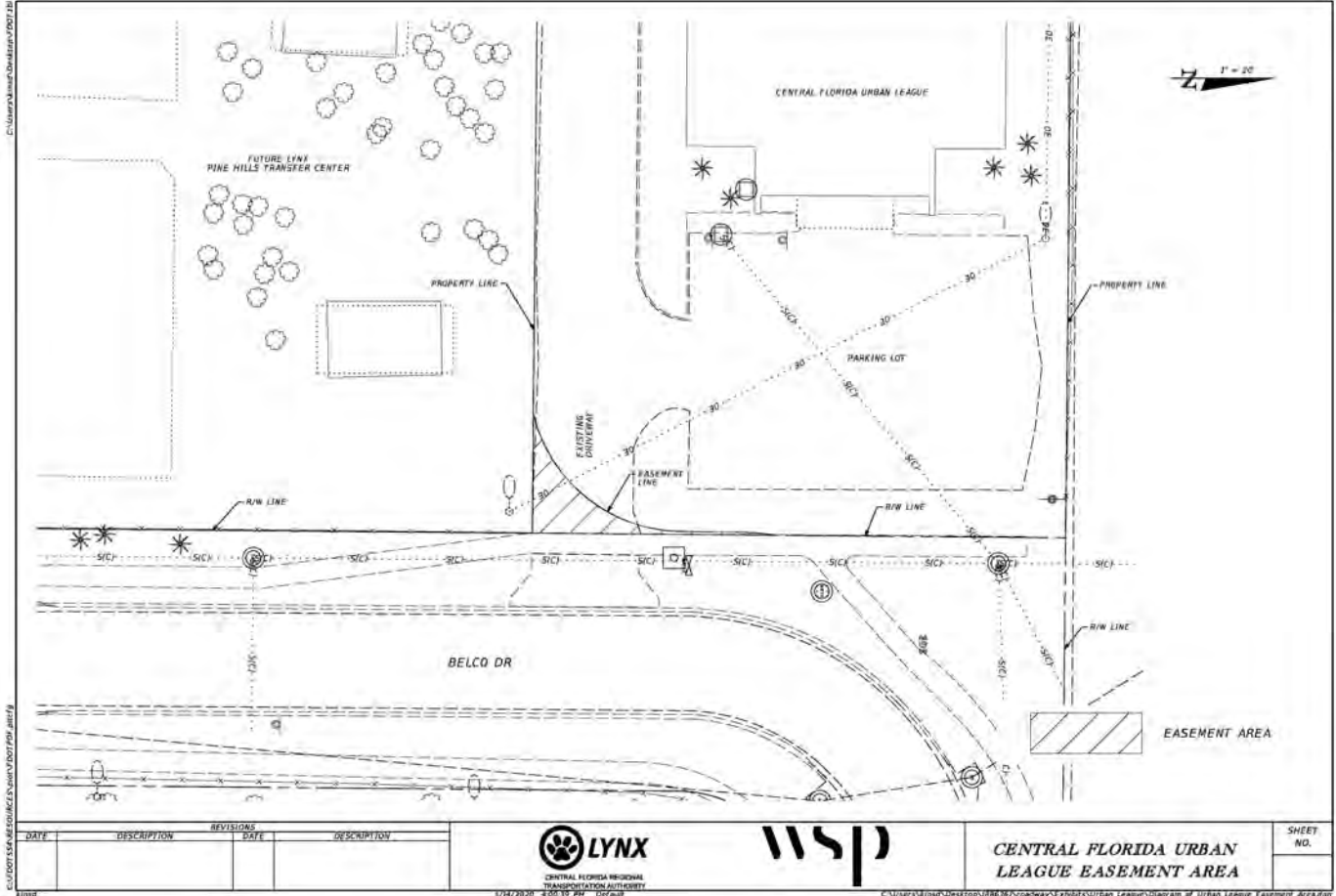
**LYNX PROPERTY  
LEGAL DESCRIPTION**

SHEET NO.



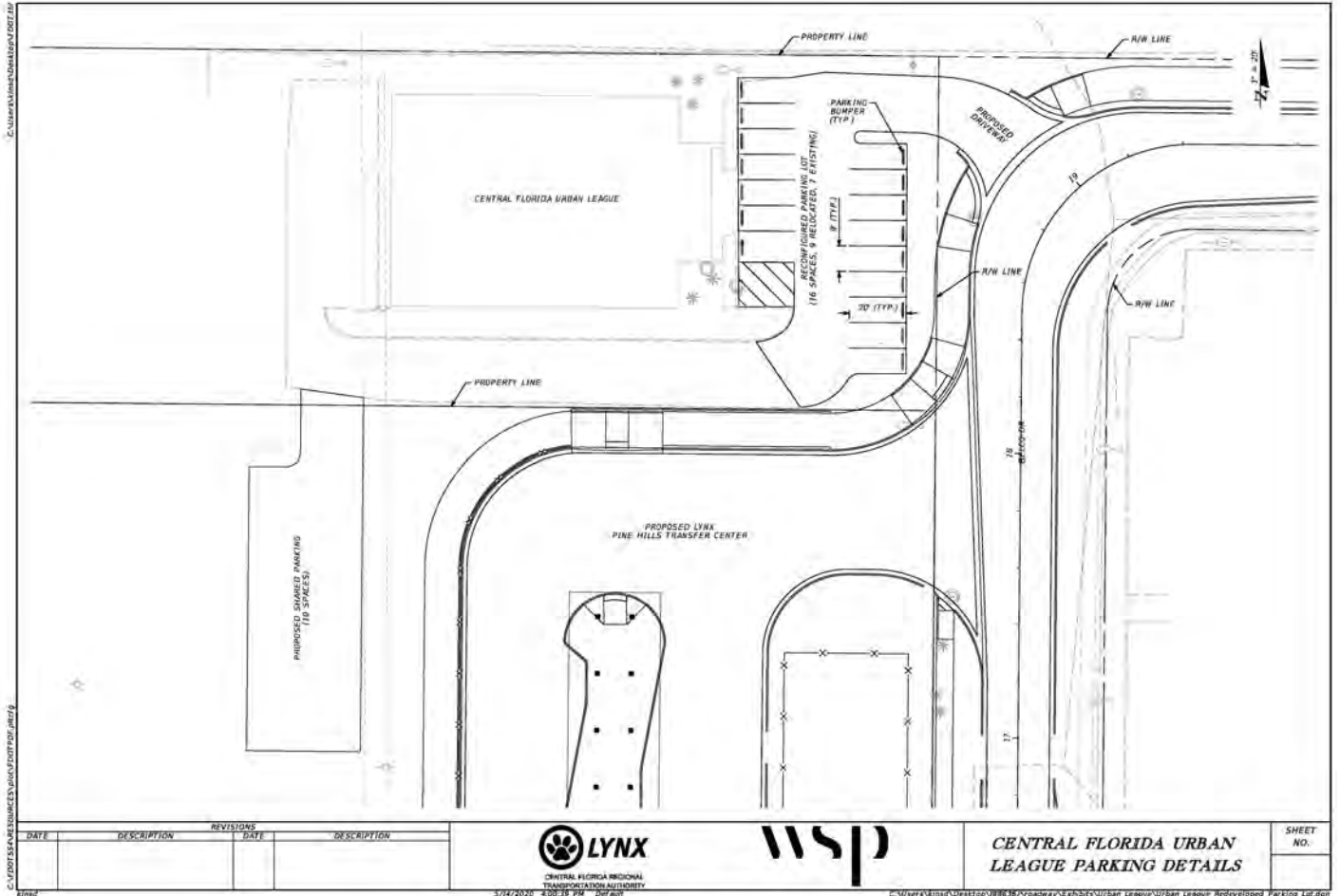
# EXHIBIT "C"

## Description and Sketch of Easement Area



# EXHIBIT "D"

## Sketch Showing Redeveloped Parking Lot



REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



**CENTRAL FLORIDA URBAN LEAGUE PARKING DETAILS**

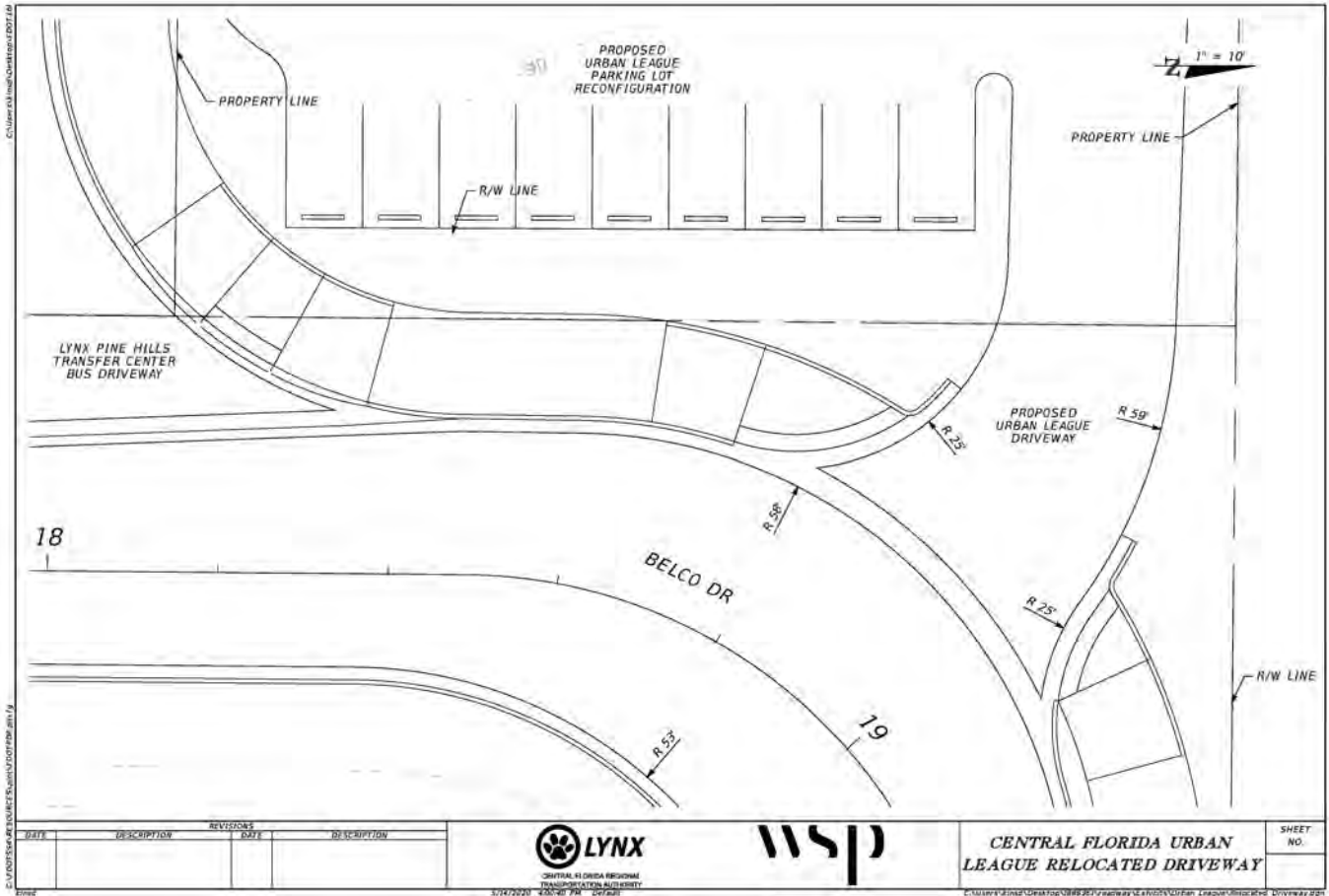
SHEET NO.
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CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
3/14/2020 4:00:39 PM Detail

C:\Users\kline\Desktop\WBRCB\ roadway\Station\Urban League\Urban League Redeveloped Parking Lot.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**

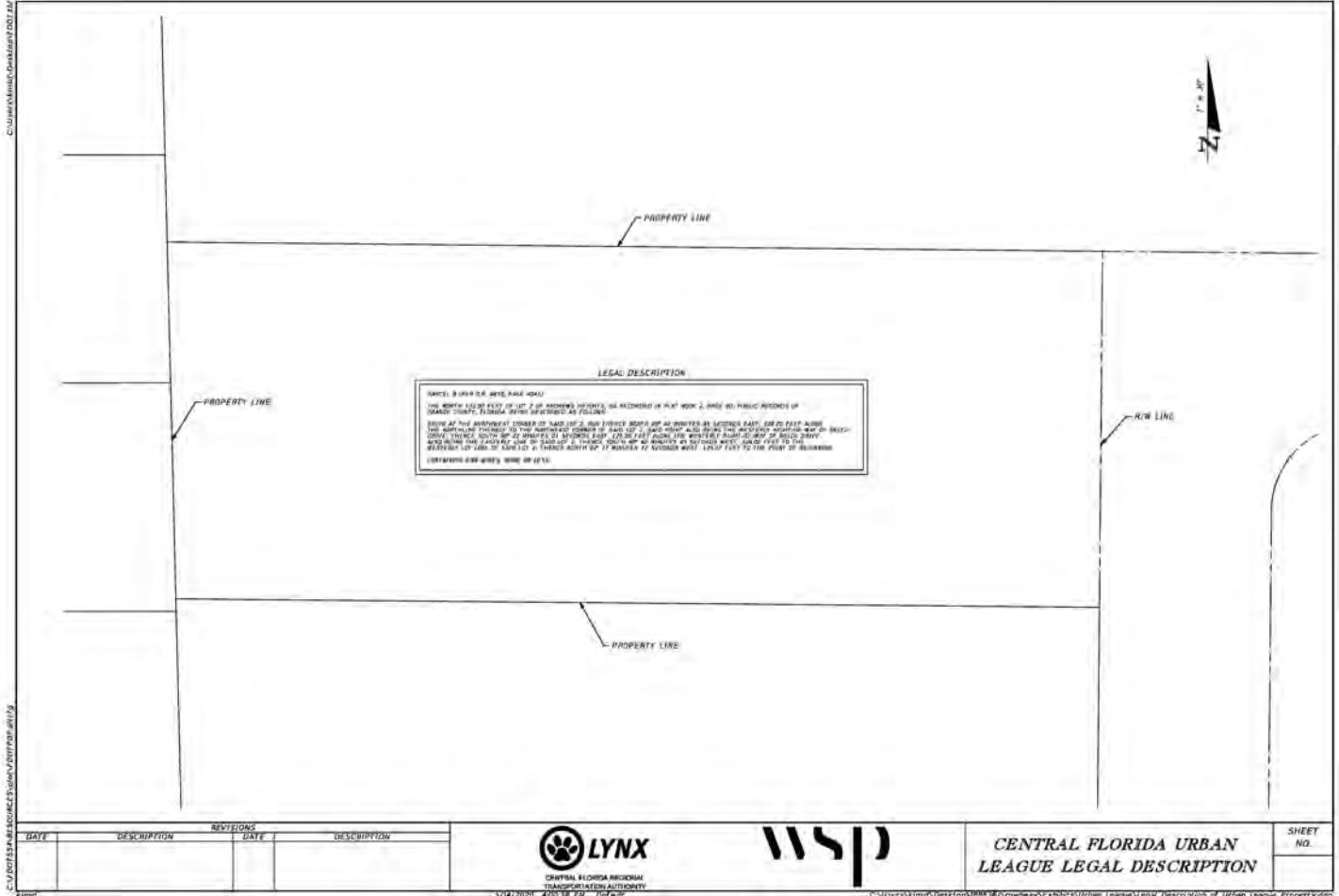
**COUNTY OF ORANGE**

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 "A"

## URBAN LEAGUE PROPERTY



**LEGAL DESCRIPTION**

TRACT: 8 1/2 AC. TRACT, PAGE 4041  
 THE ABOVE PROPERTY OF LOT 2 OF ANNEKE WOODS, AS SHOWN IN PLAT BOOK 2, PAGE 40, PUBLIC RECORDS OF  
 HAWK COUNTY, FLORIDA, BEING SEVERED AS FOLLOWS:  
 BEING AS THE BEREAVED OWNER IN SAID LOT 2, HAS FIRST DEED OF AN INTEREST IN SAID LOT 2, AND FIRST DEED  
 CONTAINING THE PROPERTY OF SAID LOT 2, AND ALSO AS SET FORTH IN THE MAP OF SAID  
 TRACT, TRACT 8 1/2 AC. TRACT, PLAT BOOK 2, PAGE 40, PUBLIC RECORDS OF HAWK COUNTY, FLORIDA,  
 BEING AS THE BEREAVED OWNER IN SAID LOT 2, HAS FIRST DEED OF AN INTEREST IN SAID LOT 2, AND FIRST DEED  
 CONTAINING THE PROPERTY OF SAID LOT 2, AND ALSO AS SET FORTH IN THE MAP OF SAID  
 TRACT, TRACT 8 1/2 AC. TRACT, PLAT BOOK 2, PAGE 40, PUBLIC RECORDS OF HAWK COUNTY, FLORIDA,  
 CONTAINING THE PROPERTY OF SAID LOT 2.

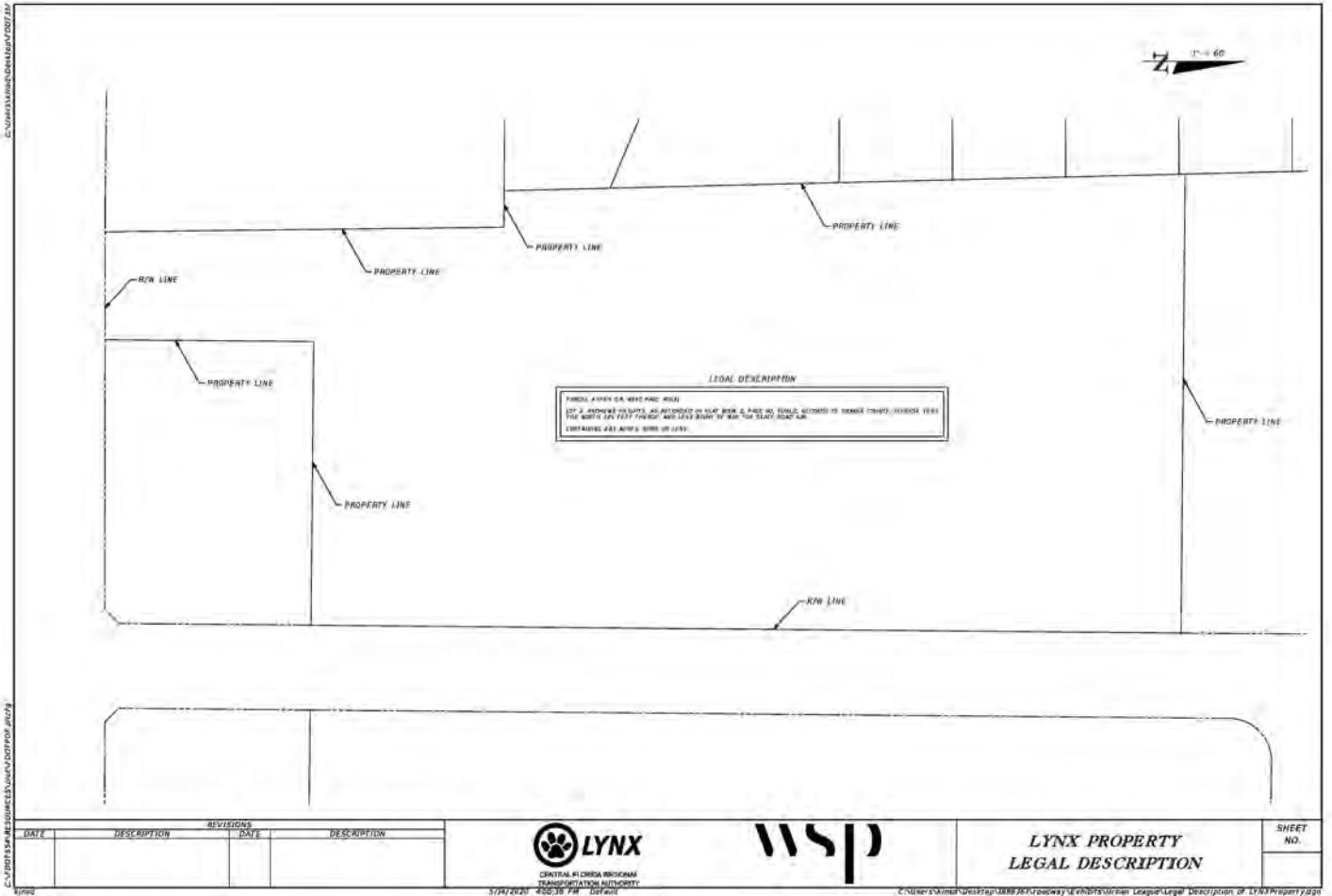
		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



**CENTRAL FLORIDA URBAN  
LEAGUE LEGAL DESCRIPTION**

SHEET  
NO.

**EXHIBIT "B"**  
**LYNX PROPERTY**



REVISIONS	
DATE	DESCRIPTION

  
 CENTRAL FLORIDA REGIONAL  
 TRANSPORTATION AUTHORITY  
 5/24/2020 4:00:36 PM Definitive



**LYNX PROPERTY**  
**LEGAL DESCRIPTION**

SHEET NO.

**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**

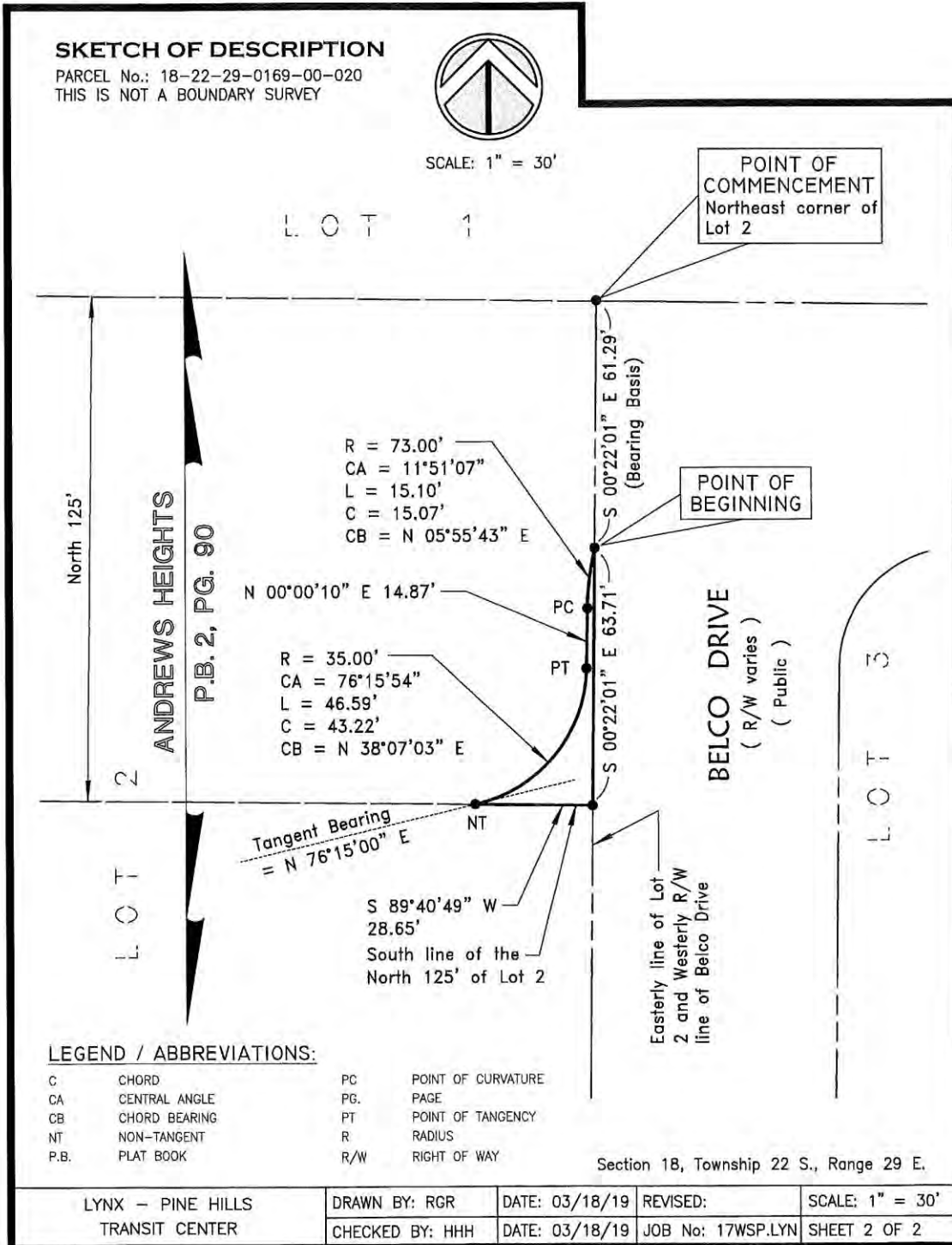
DRAWN BY: RGR	DATE: 03/18/19
CHECKED BY: HHH	DATE: 03/18/19
REVISED:	SCALE: N/A
JOB No: 17WSP.LYN	SHEET 1 OF 2

**SKETCH OF DESCRIPTION**

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



SCALE: 1" = 30'





**#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









**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 Oversight Committee Agenda

## Consent Agenda Item #6.D. iv

**To:** LYNX Oversight Committee

**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 Oversight Committee 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	FAREBIX	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
11673	7908	9/30/2007	FE	FAREBOX, BUS 617	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
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
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

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
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
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

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
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
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

# LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
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
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



# LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
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
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

# LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
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>		

## Obsolete Parts

Lynx Part ID - Suffix	Part Description (Short)	QTY	EXT VALUE
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

# LYNX Oversight mmittee Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
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
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

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<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
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
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

# LYNX Oversight Committee Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
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 - FAREBOX	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
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

# LYNX Oversight Committee Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
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
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

# LYNX Oversight Committee Agenda

<u>Lynx Part ID - Suffix</u>	<u>Part Description (Short)</u>	<u>QTY</u>	<u>EXT VALUE</u>
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 Oversight Committee Agenda

## Discussion Item #7.A.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Update on Pine Hills Transfer Center

**Date:** 8/27/2020

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LYNX Staff will present an update on the Pine Hills Transfer Center.



# LYNX Oversight Committee Agenda

## Discussion Item #7.B.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Review of the FY2020 3rd Quarter Operating Results

**Date:** 8/27/2020

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LYNX Staff will present a review of the FY2020 3<sup>rd</sup> Quarter.

# LYNX Oversight Committee Agenda

## Action Agenda Item #8.A.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Approval to Present the FY2021 Proposed Operating Budget to the LYNX Board of Directors for Approval

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

LYNX Staff is requesting the Oversight Committee's recommendation for the Chief Executive Officer (CEO) to present the FY2021 Proposed Operating Budget to the LYNX Board of Directors for approval.

### **BACKGROUND:**

On March 11, 2020, staff presented a preliminary Operating budget to LYNX Finance and Audit Committee for discussion and input. On March 13, 2020 Florida declared a state of emergency in response the world-wide COVID-19 pandemic. LYNX proceeded to reduce services and suspend fares on March 30, 2020 in coordination with the counties it serves. Based on these events, LYNX staff needed to go back and review the original assumptions for the FY2021 Operating Budget.

LYNX staff presented a revised FY2021 Preliminary Operating Budget to the Finance and Audit Committee on July 16, 2020. The following were the assumptions:

- Maintain 2020 level of service
  - Service hours for Fixed Route and NeighborLink
  - Continue Paratransit cost containment strategies
- Maintain Local Funding Partner contributions at FY2020 levels
- Continue to maintain and replace the current fleet as necessary
- Maximize the use of CARES Act funding

# LYNX Oversight Committee Agenda

- Continue to respond to the CDC requirements
- Ability to respond to Federal and State Agency funding challenges
- Maintain ability to respond to Funding Partner challenges
- Creation of a budget Stabilization Fund

## **OVERVIEW:**

The FY2021 Proposed Operating Budget totals \$157,536,165 in revenues and \$157,536,165 in expenses. The Proposed Operating Budget is funded by a combination of LYNX - generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses. This proposed budget does not include a fare increase.

Specifically, this budget includes funds from the following sources:

	PROPOSED FY21 Budget
REVENUES	
Customer fares	\$ 15,283,345
Contract services	7,710,314
Advertising	2,200,000
Interest & Other income	1,032,100
Federal Revenue	14,054,144
State Revenue	13,776,728
Local Revenue	8,785,244
Local Revenue Funding Partner	71,422,119
CARES Funding	16,000,000
Use of Stabilization Funds	<u>7,272,171</u>
TOTAL REVENUE	<u>\$ 157,536,165</u>

# LYNX Oversight Committee Agenda

The funds are programmed to fund the following types of expenses:

	PROPOSED <u>FY21 Budget</u>
EXPENSE	
Salaries, Wages & Fringe Benefits	\$ 84,790,997
Other services	12,560,032
Fuel	12,158,746
Materials and supplies	9,822,116
Utilities	1,581,528
Casualty & Liability	2,734,701
Taxes and licenses	598,048
Purchased transportation services	31,637,695
Leases & Miscellaneous	1,646,267
Interest Expense	<u>6,035</u>
TOTAL EXPENSE	\$ <u>157,536,165</u>

LYNX is continuing the utilization of its funding model to allocate each jurisdiction's share of the costs of operations in FY2021. The partner rate based on the funding model increased to \$78.71 from \$72.90 in FY2020.

With the financial challenges from COVID-19, and the award of Federal CARES funding to LYNX, the local funding partner contributions will be kept at the FY2020 Contribution levels. The following chart shows the local funding breakdown:

	<u>FY2021 Proposed</u>	<u>FY2020 Approved</u>
<u>Operating Contribution</u>		
Orange	\$ 53,758,012	\$ 53,758,012
Osceola	9,196,097	9,196,097
Seminole	<u>8,468,010</u>	<u>8,468,010</u>
	\$ <u>71,422,119</u>	\$ <u>71,422,119</u>
<u>Capital Contribution</u>		
Orange	\$ 1,806,724	\$ 1,806,724
Osceola	253,172	253,172
Seminole	<u>218,352</u>	<u>218,352</u>
	\$ <u>2,278,248</u>	\$ <u>2,278,248</u>
<u>Total Contribution</u>		
Orange	\$ 55,564,736	\$ 55,564,736
Osceola	9,449,269	9,449,269
Seminole	<u>8,686,362</u>	<u>8,686,362</u>
	\$ <u>73,700,367</u>	\$ <u>73,700,367</u>

# LYNX Oversight mmittee Agenda

LYNX staff has included approximately \$1,800,000 in feeder services funded by the Florida Department of Transportation (FDOT) and other operating expenses to support SunRail in FY2021.

## **CONCLUSION:**

LYNX staff will be seeking direction from the Board of Directors regarding the FY2021 Operating Budget. Based on the Board's direction, the FY2021 budget will be updated as necessary.

In accordance with the FY2021 budget calendar, the proposed FY2021 budget has been presented to the funding partners.

The FY2021 budget will be presented to the Board of Directors for final consideration and approval at the September 24, 2020 meeting.

# LYNX Oversight Committee Agenda

## Action Agenda Item #8.B.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Approval to Present the FY2021 Proposed Capital Budget to the LYNX Board of Directors for Approval

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

LYNX Staff is requesting the Oversight Committee's recommendation for the Chief Executive Officer (CEO) or designee to present the FY2021 Proposed Capital Budget to the Board of Directors for approval.

### **BACKGROUND:**

At the July 16, 2020 Finance and Audit Committee meeting, staff presented the FY2021 Preliminary Capital Budget in the total amount of \$90,908,149. Since then, staff discussed capital priorities for FY2021 and applied amounts for projects that would be completed by September 30, 2021. Additionally, staff worked with grants to clarify the funding available for FY2021.

LYNX staff will present the revised FY2021 Capital Budget in the amount of \$92,472,403.

The FY2021 Capital Budget, will be presented to the Board of Directors for final consideration and approval at the September 24, 2020 Board meeting.

### **OVERVIEW:**

The proposed Capital Budget for FY2021 is 92,472,403

# LYNX Oversight Committee Agenda

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 90% is funded through federal grants, the remainder comes from state and local sources.

The table below identifies capital expenditures by program:

Description	FY2021 Proposed Capital Budget
<b>Vehicles</b>	\$ 52,914,780
<b>Facilities</b>	16,185,010
<b>Passenger Amenities</b>	14,410,316
<b>Support Equipment</b>	3,114,320
<b>Technology</b>	2,692,500
<b>Safety &amp; Security</b>	2,295,000
<b>LYMMO State of Good Repair</b>	860,477
<b>TOTAL</b>	\$ 92,472,403

The following are the details of each category:

- 1) Vehicles: include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
  - 1) (34) 40 Ft CNG Buses (Carryover from FY20)
  - 2) (25) 40 Ft CNG Buses
  - 3) (7) 35 Ft Electric Buses (Carryover from FY20)
  - 4) (6) 35 Ft Electric Buses (pending grant award)
  - 5) (5) Paratransit Vehicles
  - 6) (81) VanPool Vehicles (Carryover from FY20)
  - 7) Sub-recipient 5310 Vehicles
  - 8) Road Ranger, Support and leased vehicles
  
- 2) Support equipment: includes the bus disinfecting system, maintenance equipment, road ranger equipment, marketing camera equipment and furniture.
  
- 3) Passenger amenities: include shelter installations, and Superstop construction.
  - 1) Pine Hills Superstop
  - 2) Rosemont Superstop
  - 3) Florida Mall Superstop
  - 4) New and Rehab Shelters in the system (94)
  
- 4) Facilities: include funds to complete the LOC expansion; site selection for the southern operations facility and other facility improvements.

# LYNX Oversight Committee Agenda

- 5) Technology: includes items to improve communication and information delivery such as the GTFS project, software enhancement for paratransit, network improvements, server replacements, software upgrades, and hardware upgrades.
- 6) Security: includes equipment to enhance security and surveillance at LYNX.
  - 1) Camera system upgrades at the Superstops
  - 2) Security gate improvements
  - 3) Camera system upgrades on paratransit fleet

## **CONCLUSION:**

LYNX staff will be seeking direction from the Board of Directors regarding the FY2021 Capital Budget. Based on the Board's direction, the FY2021 capital budget will be updated as necessary.

The FY2021 budget will be presented to the Board of Directors for final consideration and approval on September 24, 2020.



# LYNX Oversight Committee Agenda

## Action Agenda Item #8.C.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Recommendation to Adopt Changes to the Existing LYNX Reserve Policy to Establish a Budget Stabilization Fund

**Date:** 8/27/2020

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### **ACTION REQUESTED:**

Recommendation to adopt changes to the existing LYNX Reserve Policy to establish a Budget Stabilization Fund.

### **BACKGROUND:**

As a result of the CARES funding, combined with the current funding level from the funding partners, LYNX is able to create a budget stabilization fund for future operations. In order to formalize this process and appropriately address the establishment and use of the Budget Stabilization Fund, staff presented a revised Reserve Policy to the Finance and Audit Committee for consideration and review on July 16, 2020.

LYNX's Reserve Policy is based on sound fiscal principles designed to allow the Authority's continuity of operations during uncertain conditions. LYNX must maintain an adequate level of reserve to mitigate revenue shortfalls, weather related natural disasters, pandemic, and other acts of God. The proposed policy updates are being presented to the LYNX Board for approval.

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

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.