

Meeting Date: 03/27/2025 Meeting Time: 1:00 PM Central Florida Regional Transportation Authority 455 N. Garland Ave. 2nd Floor Board Room

Orlando, FL 32801

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

1.	Call to Order	
2.	Approval of Minutes	
	Board of Directors Meeting Minutes 2.27.25	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.	Oversight Committee Report	
6.	Consent Agenda	
	A. Request for Proposal (RFP)	
	i. Authorization to Release a Request for Proposal (RFP) for a Bus Tracker Mobile Application and Website	Pg <b>8</b>
	ii. Authorization to Release a Request for Proposal (RFP) for General Planning Consultant Services	Pg 10
	B. Award Contracts	
	Authorization to Negotiate and Award a Contract to Cathcart Construction Company - Florida, LLC for the LYNX Operations Center Building B (LOC B) Bus Entrance Driveway Concrete for a Not to Exceed Amount of \$636,500	Pg 12
	Authorization to Negotiate and Award a Contract to Don Wood Inc. for the Hose Reel and Lubricant Line Replacement in the Maintenance Shop and Fuel Service Island located at the LYNX Operations Center (LOC A/C) for a Not to Exceed Amount of \$221,042	Pg 14
	C. Extension of Contracts	
	Authorization to Exercise the Second Option Year of Contract 21-C37 with Remix Technologies, LLC. for Transit Planning Software-as-a-Service and Increase the Not to Exceed Amount to \$375,000	Pg 16
	Authorization to Exercise the First Option Year of Contract 22-C54 with Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters and Increase the Not to Exceed Amount to \$3,500,000	Pg <b>18</b>
	D. Miscellaneous	
	i. Authorization for LYNX Insurance Broker to Negotiate and Bind Property, Fiduciary Liability, and Pollution Coverages	Pg <b>20</b>
	ii. Authorization to Issue a Task Order to AECOM Technical Services, Inc. for Architectural & Engineering Services to Update LYNX's Transit Asset Management (TAM) Plan in an	Pg 22

Amount Not to Exceed of \$311,002

#### 7. Action Agenda

Α.	Authorization to Approve FY2024 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program	Pg <b>24</b>
В.	Authorization to Implement April 20, 2025 Service Changes	Pg <b>26</b>
C.	Authorization to Approve the Shingle Creek Transit and Utility Community Development District Bus Service Agreement for FY2025 in an Amount of \$247,949  -Attachments	Pg <b>29</b>
D.	Authorization to Amend the Orange County Accelerated Transportation Safety Program (ATSP) Bus Service Agreement for FY2025  -Attachments	Pg <b>48</b>

#### 8. Information Items

Α.	Notification of Settlement Agreements Pursuant to Administrative Rule 6	Pg <b>56</b>
В.	Notification of Sole Source Procurements Pursuant to Administrative Rule 4	Pg <b>57</b>
	-Attachments Popularies - Attachments - Atta	
C.	Quarterly Service Recognition	Pg 60

#### 9. Monthly Reports

Α.	Communications Report - February 2025	Pg <b>62</b>
В.	Monthly Financial Report - December 2024	Pg <b>66</b>
	-Attachments	
C.	Paratransit Monthly Report - February 2025	Pg <b>68</b>
	-Attachments	
D.	Ridership Report - January 2025	Pg <b>79</b>

-Attachments

#### 10. Other Business

#### 11. Adjourned

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

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

#### **LYNX**

### Central Florida Regional Transportation Authority Board of Directors' Meeting Minutes

**PLACE:** LYNX Central Station

455 N. Garland Avenue

Virtual and Board Room, 2nd Floor

Orlando, FL 32801

**DATE:** February 27, 2025

TIME: 1:00 p.m.

#### **Members in Attendance:**

Viviana Janer, Commissioner, Osceola County BoCC, Chair Buddy Dyer, Mayor, City of Orlando, Vice-Chair Jerry Demings, Mayor, Orange County John Tyler, Secretary, Florida Department of Transportation – District 5, Secretary Amy Lockhart, Commissioner, Seminole County BoCC

#### 1. Call to Order

Chair Janer called the meeting to order at 1:01 p.m.

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

#### 2. Approval of Minutes

Secretary Tyler moved to approve the Board of Directors meeting minutes of January 23, 2025. Seconded by Commissioner Lockhart. The minutes were unanimously approved as presented.

#### 3. Public Comments

Jason Goddard – Orlando, FL

Mr. Goddard expressed his gratitude for the bus drivers. He also would like to see comment cards for the drivers and the driver's I.D. number displayed on the bus.

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

Tiffany Homler Hawkins, Chief Executive Officer, stated that ridership has crossed the 71,780 mark on February 11 for one-day fixed-route ridership. Combined with all other modes, ridership is just under 75,000 trips per day. Weekday ridership has recovered 76%

since 2018, Saturday has recovered 79%, and Sunday at 83% for a combined percentage of 77%. This is what has been forecasted.

The LYNX Roadeo was held on February 1 and teams competed for a chance to attend the state Roadeo in Gainesville on February 15. The LYNX Maintenance team took first place in the state and will compete at the APTA International Roadeo in Austin in the first week of April.

On February 21, LYNX and Advent Health held an event to employ AEDs on the Lymmo buses. AEDs have been placed on trains, but this is the first time AEDs have been placed on buses.

The 6<sup>th</sup> Annual softball tournament will be held at Lake Fairview Park on March 29, and all Board members are invited to attend.

Commissioner Janer acknowledged and congratulated Tiffany Homler Hawkins on her 10-year anniversary at LYNX. Ms. Homler Hawkins originally joined LYNX in 2001 as the Deputy Director of Planning and has served for a total of 14 years.

#### 5. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier. She stated that the committee approved the minutes from the January 23, 2025, Oversight meeting.

Leslie Felix, Osceola County representative of the Finance & Audit Committee, gave a report on the February 20, 2025 Finance & Audit Committee. The Finance Committee recommends approval of all Consent Agenda items.

The Oversight Committee recommends approval of all Consent Agenda and Action items.

There were presentations on the April Service changes, the FY2024 Preliminary Operating results, the FY2025 1<sup>st</sup> Quarter Operating results, the FY2026 Budget Assumptions, and Oversight Committee elections, where Commissioner Janer will continue as Chair.

Commissioner Lockhart asked the Finance Committee to review the medical claims and the reserves and come back to the Oversight Committee with an evaluation.

Commissioner Janer expressed her concerns with the Finance & Audit Committee, as no one from the Committee wants to attend the Oversight Committee to provide the Finance Committee's report. Osceola County has volunteered to continue giving the report, although Osceola no longer Chairs the Committee. Commissioner Janer asked the Board members to have conversations with their staff, as the Chair of the Finance & Audit Committee should be providing the report to the Oversight Committee. Commissioner Lockhart asked if an email could be sent so that it could be forwarded to respective County Managers or Administrators.

#### 6. Consent Agenda:

Chair Janer asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.vii. Ms. Homler Hawkins stated that she recommends the entire Consent Agenda for approval.

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

- i. Authorization to Release a Request for Proposal (RFP) for Paratransit Functional Assessment and Travel Training Services
- ii. Authorization to Release a Request for Proposal (RFP) for NeighborLink On-Demand Mode of Services

#### B. Award Contracts

i. Authorization to Negotiate and Award Contract 25-C079 to Enterprise Leasing Company of Orlando, LLC for Vanpool Management Services and Increase Vehicle Fares

#### C. Extension of Contracts

i. Authorization to Exercise the First Option Year of Contract 22-C39 with DesignLab, LLC for Bus Operators, Transportation and Maintenance Supervisors Uniforms

#### D. Miscellaneous

- i. Authorization to Auction Surplus Capital Items
- ii. Authorization to Enter into a Cooperative Purchase Agreement with LoansAtWork, Inc., Formerly Known as BMG Money, Inc., for Employee Voluntary Payroll Deduction Loan Services
- iii. Authorization to Ratify a Contract with Akerman, LLP for Pension Legal Services for a Not to Exceed Amount of \$50,000
- iv. Authorization to Execute a Contract for Labor/Employment Legal Services to GrayRobinson, P.A. for a Not to Exceed Amount of \$600,000 for the Initial Three-Year Term
- v. Authorization to Declare March 2025 as Procurement Month
- vi. Approval of the Updated LYNX Reserve Policy
- vii. Approval of the LYNX Funding Model Policy

Secretary Tyler made a motion to approve Consent Agenda items 6.A.i. through 6.D.vii. Seconded by Mayor Dyer. Motion passed unanimously.

#### 7. Action Agenda

A. Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2026 Block Grant Funding and Adoption of Resolution 25-002

Chair Janer recognized Tiffany Homler Hawkins. Ms. Homler Hawkins stated that this is an annual Block Grant Agreement for FY2026 to Florida Department of Transportation (FDOT) and is on the Action Agenda to allow the representative from FDOT to abstain from voting.

Secretary Tyler stated that he will abstain from this item as the agreement will come before FDOT for approval.

Mayor Dyer made a motion for Authorization to Execute a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2026 Block Grant Funding and Adoption of Resolution 25-002. Second by Commissioner Lockhart. Motion passed unanimously with Secretary Tyler abstaining.

B. Authorization to Submit the Fiscal Year 2025 Transit Development Plan Annual Update to the Florida Department of Transportation (FDOT)

Commissioner Janer recognized Myles O'Keefe, Manager of Strategic Planning, to make the presentation. Mr. O'Keefe stated that the TDP is required to qualify for public transit block grants. There is a major update every five years and Minor updates annually. This TDP is the annual update. The next Major update is March 1, 2028.

The TDP is used as a guiding document for the Long-Range Transportation Plan which is now called the Metropolitan Transportation Plan (MTP). There is monthly coordination between MetroPlan and LYNX. A new rule requires a presentation to the MetroPlan Board with both annual and Major updates.

Some of the Plan goals include delivering a seamless network of transportation services for the region, enhance customer experience and communications, and promote economic competitiveness, sustainability and quality of life.

Upcoming projects include a fare payment study, MCO Bus Transfer Facility, extending routes to include Epic Universe, and a new NeighborLink service in Apopka.

Secretary Tyler stated that he will abstain from this item as the TDP will come before FDOT for approval.

Mayor Demings made a motion for Authorization to Submit the Fiscal Year 2025 Transit Development Plan Annual Update to the Florida Department of Transportation (FDOT). Second by Mayor Dyer. Motion passed unanimously with Secretary Tyler abstaining.

#### 8. Information Items

There were three items for review purposes only, no action was requested.

- A. Notification of Disadvantaged Business Enterprise (DBE) Program Updates
- B. Notification of Settlement Agreements Pursuant to Administrative Rule 6 January 2025
- C. Notification of Sole Source Procurements Pursuant to Administrative Rule 4

# 9. Monthly Reports

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

- A. Communications Report January 2025
- B. Monthly Financial Report November 2024
- C. Paratransit Report December 2024
- D. Ridership Report December 2024

#### 10. Other Business

No other business was discussed.

#### 11. Adjourned:

The meeting adjourned at 1:23 p.m.

#### **Certification of Minutes:**

I certify that the foregoing minutes of the February 27, 2025, LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X		
Assistant		



#### Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: James Boyle

Interim Chief Planning And Development Officer

Myles O'Keefe
Technical Contact
Kenneth Jamison
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Release a Request for Proposal (RFP) for a Bus Tracker

**Mobile Application and Website** 

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for a LYNX-branded bus tracker mobile application.

#### **BACKGROUND:**

LYNX is seeking to deploy an Authority branded mobile application for providing real-time fixed route bus information to users. The mobile application will provide information on the location of all buses in revenue service. Users will be able to see buses operating on the network with identification of what route they are serving. The map will also show bus stops and provide the real-time estimated arrival of the next bus for each bus serving the bus stop.

LYNX worked with DoubleMap, Inc. to deploy an Authority branded mobile application for providing real-time information in 2017. Real-time data on the location of all fixed route buses and the estimated arrival times at bus stops have been posted on the LYNX website since 2021 enabling third-party providers to provide this information to their customers. LYNX does not have access to usage statistics from the third-party providers; however, one provider has reported that 19,520 LYNX riders used their mobile application a combined total of 1.25 million times in January 2025.

DoubleMap, Inc. and TransLoc, Inc. unified as one company in 2019 under the name TransLoc, Inc. with the contract and services moving to TransLoc, Inc. LYNX was able to extend the



contract that included the mobile application through December 2022, after which TransLoc, Inc. discontinued the mobile application originally developed by DoubleMap, Inc. LYNX has seen customers using third-party mobile applications since the branded mobile application became unavailable but continue to receive customer requests for a LYNX-branded mobile application to return.

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

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract (Race Neutral).

#### **FISCAL IMPACT:**

This has been requested to be included in the FY2026 Operating Budget in the amount of \$94,800 for a LYNX-branded bus tracker mobile application.



#### Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: James Boyle

Interim Chief Planning And Development Officer

Myles O'Keefe
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Release a Request for Proposal (RFP) for General

**Planning Consultant Services** 

Date: 03/27/2025

#### **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 General Planning Consulting (GPC) services for a period of three (3) years, with two (2) one (1) year renewal options.

#### **BACKGROUND:**

The purpose of the general planning consulting services contract is to provide LYNX with the expertise and technical capacity in a full array of professional services. The General Planning Consultants (GPCs) will serve as an extension of LYNX staff with the additional technical, financial and operational expertise to support the agency's plans and programs. Staff seeks the services of up to two consultant teams to provide support for the agency's general planning activities for a period of three (3) years, with two (2) one (1) year renewal options.

There are three active GPC contracts that were executed in August and September of 2022. The initial terms of these three contracts end August 18, 2025, August 24, 2025, and September 14, 2025. Staff seeks to have the new GPC contracts in place by October 1, 2025 for the start of the FY2026 fiscal year.

# LYNX Beard Agenda

The professional services being procured include the following categories:

- 1. Planning and Program Administration:
  - a. Tasks under this category may include comprehensive transit system analysis, feasibility studies and conceptual designs, Transit Asset Management (TAM) program administration and initiatives for customer experience improvements as well as development of short- and long-term transit planning initiatives and associated documentation.

#### 2. Grants Program Support:

a. Tasks under this category may include identification of and application to state and federal grant opportunities, updating internal grant management procedures and handbooks, and training for staff on grant-related subject matter.

#### 3. Public Engagement and Outreach:

a. Tasks under this category may include development of outreach strategies, developing graphic reports not only for LYNX existing and proposed services, but also complex analysis, provide graphic and digital project communication support, and staffing for outreach events such as public hearings, customer surveys and focus groups.

#### 4. Geographical Information Systems (GIS):

- a. Tasks under this category may support maintenance and advancement of LYNX's GIS program, through strategic planning, system updates and upgrades, data management and geospatial analysis and production services.
- 5. Intelligent Transportation Systems (ITS):
  - a. Tasks under this category may include planning, identifying, scoping, procuring, implementing, maintaining, and lifecycle replacement of ITS systems in compliance with 23 CFR 940.11.
- 6. Data Collection & Technical Analysis:
  - a. Tasks under this category may include completion of technical analyses transit performance, ridership modeling and forecasting, facility and bus stop analysis, and economic impact analysis.

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

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract (Race Neutral).

#### **FISCAL IMPACT:**

The Approved FY2025 Operating Budget includes a total of \$503,960 for Planning projects, of which the majority are expected to be grant funded.



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

To: LYNX Board of Directors

From: Leonard Antmann

Chief Financial Officer Lismar Matos Hernandez

**Technical Contact** 

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate and Award a Contract to Cathcart Construction

Company - Florida, LLC for the LYNX Operations Center Building B (LOC B) Bus Entrance Driveway Concrete for a Not to Exceed Amount of

\$636,500

Date: 03/27/2025

#### **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 Cathcart Construction Company - Florida, LLC for the LYNX Operations Center Building B (LOC B) Bus Entrance Driveway Concrete Improvements for a not to exceed amount of \$636,500.

#### **BACKGROUND:**

The LOC B building and concrete bus parking area were completed in 2007. Since then, the concrete in this area has experienced substantial deterioration, primarily due to high bus loads compounded by water infiltration through surface cracks which developed insufficient subbase conditions. Notable failures and visible cracking, particularly in the concrete entrance driveway, may adversely affect ongoing bus maintenance and, if left unaddressed, could lead to further degradation and increased future repair costs to maintain it in a state of good repair. This project is intended to correct these deficiencies and provide a median for a future gate.

In December 12, 2024, the LYNX Board of Directors authorized the release of a Solicitation for this project. The Invitation for Bid (IFB) was released, posted on DemandStar, and sent directly to interested Vendors on January 16, 2025. The deadline for submission of bids was February 28, 2025.



The following is a list of Vendors considered responsive and responsible for this Solicitation:

Vendor	Bid Amount
Cathcart Construction Company - Florida, LLC	\$578,636.59
Atlantic Civil Constructors Corp.	\$693,265.44

The lowest responsive and responsible bidder was Cathcart Construction Company - Florida, LLC. The total construction project amount including the 10% contingency is \$636,500.

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

A DBE Goal is not applicable for this activity.

# **FISCAL IMPACT:**

The Approved FY2025 Capital Budget includes \$684,501 for concrete for the LOC B entrance. This project is 100% funded through Federal Grants.



#### Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: David Burrowes

**Chief Operations Officer** 

Ricky Gonzalez
Technical Contact

Phone: 407.841.2279 ext: 6161

Item Name: Authorization to Negotiate and Award a Contract to Don Wood Inc. for the

Hose Reel and Lubricant Line Replacement in the Maintenance Shop and Fuel Service Island located at the LYNX Operations Center (LOC A/C) for

a Not to Exceed Amount of \$221,042

Date: 03/27/2025

#### **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 Don Wood, Inc. for the Hose Reel and Lubricant line replacement in the Maintenance Shop and Service Island located at the LYNX Operations Center (LOC A/C) for a not to exceed amount of \$221,042.

#### **BACKGROUND:**

When LYNX's Operations Center (LOC) became operational in 2007, the maintenance shop was designed to accommodate a minimum fleet of 175 buses. Since then, the LOC bus fleet has grown to 320 buses. The fluid hose reels and dispensers are original to the facility. It is used for the scheduled and unscheduled maintenance of the bus fleet and is past its useful life. The frequent failure and repair of this equipment result in large operating expenses. The failure also has an impact on vehicle maintenance operations.

On July 25, 2024, the LYNX Board of Directors authorized the release of a solicitation for the Hose reel and Lubricant line replacement in the Maintenance Shop and Service Island located at the LYNX Operations Center. (LOC A/C) The Invitation for Bid 25-B02, (IFB) was released, and posted on DemandStar, and sent to interested Vendors on November 21, 2024.



The deadline for submission of proposals was January 28, 2025, and the following is a list of Vendors, considered responsive and responsible.

Don Wood, Inc. Seaboard Distribution (Reladyne of Florida, LLC) Sunshine State Sales, Inc.

The responsive and responsible proposer with the lowest bid was Don Wood, Inc.

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

A DBE participation goal does not apply to this activity.

# **FISCAL IMPACT:**

This project will be funded within the FY2025 Capital Budget program.



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

To: LYNX Board of Directors

From: James Boyle

Interim Chief Planning And Development Officer

Myles O'Keefe Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Exercise the Second Option Year of Contract 21-C37 with

Remix Technologies, LLC. for Transit Planning Software-as-a-Service and

**Increase the Not to Exceed Amount to \$375,000** 

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second-year option of Contract 21-C37 with Remix Technologies, LLC for Transit Planning Software-as-a-Service (SaaS) and to increase the overall contract not to exceed (NTE) amount from \$310,000 to \$375,000.

#### **BACKGROUND:**

Remix Technologies, LLC is a transit planning software that allows staff to quickly edit existing routes and draw new routes for planning purposes. This serves both internal staff discussions as well as communications with external partners and the general public. The tool provides high-level information on travel time estimates and the demographics of populations impacted by the fixed-route services drawn in the software.

On March 25, 2021 the LYNX Board of Directors approved the award of Contract 21-C37 to Remix Technologies, LLC for Transit Planning SaaS for three (3) years with two (2) one (1) year options. Contract 21-C37 expires on March 31, 2024.

On September 9, 2022 Contract Modification 1 was signed adding Remix On-Demand Planning Platform to the existing SaaS contract covering the period of October 1, 2022 through March 31, 2024. Contract Modification 1 had a value of \$36,000 for the 18-month period for the On-



Demand Planning Platform and increased the NTE for the initial 3-year term from \$183,000 to \$219,000.

On February 22, 2024 the LYNX Board of Directors approved the first option year of Contract 21-C37 for the period of April 1, 2024 through March 31, 2025 for both the Transit Planning SaaS, for \$65,000, and the On-Demand Planning Platform, for \$26,000, for a total amount of \$91,000. This approval increased the contract NTE from \$219,000 to \$310,000.

Option year two (2) will cover the period of April 1, 2025 through March 31, 2026. Staff is requesting the second option year of Contract 21-C37 for the Transit Planning SaaS, for \$65,000. The On-Demand Planning Platform is not requested by staff as part of the second option year request.

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

A DBE participation goal is not applicable for this activity.

#### **FISCAL IMPACT:**

The FY2025 Approved Operating Budget includes \$93,200 for transit planning software services.



#### Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Leonard Antmann

Chief Financial Officer

Jennifer Hall

**Technical Contact** 

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the First Option Year of Contract 22-C54 with

Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters and Increase the Not to Exceed Amount to \$3,500,000

Date: 03/27/2025

#### **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 22-C54 for the Manufacturing of Commercial Style Transit Shelters with Tolar Manufacturing Company, Inc. and to increase the overall contract not to exceed (NTE) amount from \$1,357,015 to \$3,500,000.

#### **BACKGROUND:**

On April 14, 2022, the LYNX Board of Directors approved the award of Contract 22-C54 to Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters for three (3) years with two (2) one (1) year options with a not to exceed of \$1,357,015. The initial term of Contract 21-C45 expires on April 13, 2025.

This increase to our NTE is largely due to the 264 shelters expected to be installed as part of Orange County's Accelerated Transportation Safety Program (ATSP).

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

A DBE participation goal of 6% is accessed for this contract.



# **FISCAL IMPACT:**

The Approved FY2025 Capital Budget includes \$11,670,030 for new shelter installations. The ATSP funding will cover \$6,000,000 with the remaining funded 100% through Federal Grants.



#### Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: John Burkholder

Director Of Risk Management And Safety

John Burkholder Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: Authorization for LYNX Insurance Broker to Negotiate and Bind Property,

Fiduciary Liability, and Pollution Coverages

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and bind coverage and premium for the renewal of its Property, Fiduciary Liability, and Pollution coverages with the assistance of Arthur J. Gallagher, Broker.

#### **BACKGROUND:**

At the Board of Directors meeting on March 28, 2024, the Board authorized the Chief Executive Officer (CEO) to negotiate and bind coverage and premiums for these coverages. This was executed for one year, beginning on April 1, 2024, and ending on April 1, 2025.

Premiums	2024	2025	% Change	\$ Difference
Property Program	\$265,441	\$235,330	-11.33%	-\$30,020
Fiduciary Liability	\$9,176	\$9,776	6.14%	\$600
Pollution Coverage	\$43,600	\$43,600	0.00%	\$0

#### **Property Insurance**

American Home Assurance Company, part of the AIG group of insurers, covers the entire property insurance program. The premium includes the Florida Insurance Guaranty Association (FIGA) assessment.



#### **Fiduciary Liability**

The LYNX Deferred Compensation, DC Plan for BU Employees, and Money Purchase Plans for various groups of participating employees' coverage is a renewal of Chubb's Labor Management Trust Fiduciary policy.

#### **Pollution**

LYNX purchased a three-year paid-in-full policy beginning on April 1, 2023, from Illinois Union Insurance Company (Chubb) and it will not expire until April 1, 2026. No premiums are due until it is renewed, or another policy is purchased for coverage after April 1, 2026.

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

No DBE goal is applicable to this activity.

#### **FISCAL IMPACT:**

The FY2025 Operating Budget includes \$349,496 for insurance expenses. Several policies will be renewed in October, and the remaining budget is expected to cover the anticipated premiums.



#### Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: James Boyle

Interim Chief Planning And Development Officer

Myles O'Keefe
Technical Contact
Charles Abbatantuono
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Issue a Task Order to AECOM Technical Services, Inc. for

Architectural & Engineering Services to Update LYNX's Transit Asset Management (TAM) Plan in an Amount Not to Exceed of \$311,002

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Task Order to AECOM Technical Services, Inc. (AECOM) under the Architectural and Engineering Services Contract 21-C45 to update LYNX's Transit Asset Management (TAM) Plan in an amount not to exceed (NTE) of \$311,002.

#### **BACKGROUND:**

Under the Federal Transit Administration (FTA) TAM Final Rule [49 CFR 625], all recipients and sub-recipients of federal funds under 49 USC Chapter 53 that own, operate, or manage capital assets used for providing public transportation must develop and implement TAM Plans. The plans must include an asset inventory and condition assessment, and a prioritized list of investments to support the state of good repair of the agency's capital assets.

LYNX currently tracks inventoried assets and monitors the state of good repair through various functions and divisions. In 2017, with consultant support, Staff completed an inventory and asset condition assessment for all LYNX facilities including super stops; revenue and non-revenue vehicles and other equipment, which culminated in the October 2017 State of Good Repair Report. In 2018, the required FTA TAM Plan was completed and the asset inventory, condition assessments, and associated cost estimates were updated to reflect the current information from existing plans at that time. The TAM Plan received a major update in 2021, once again with contracted professional services assistance.



Staff have requested support from AECOM to update its TAM Plan for FY2025 in accordance with FTA requirements. Additionally, the agency requires an update to its asset inventory and related asset condition assessments and useful life benchmarks to reflect recent updates to the Transit Development Plan (TDP), Fleet Maintenance Plan (FMP), and other applicable agency plans and priorities to ensure the accuracy of all LYNX facility, revenue and non-revenue vehicles and equipment status.

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

A DBE participation goal is not applicable for this activity.

#### **FISCAL IMPACT:**

The FY2025 Approved Operating Budget includes \$311,002 for the TAM Major Update. This is funded by FY2025 5307 funds.



#### Action Item #7.A

To: LYNX Board of Directors

From: Leonard Antmann

Chief Financial Officer

Michelle Daley Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Approve FY2024 Annual Comprehensive Financial Report

and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Authorize Approval of the FY2024 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program.

#### **BACKGROUND:**

In accordance with Chapter 218.39, Florida Statutes, LYNX is required to have an annual financial audit performed by an independent certified public accountant.

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida Single Audit Act, related to audits of State financial assistance Pursuant to these Acts, LYNX's independent certified public accountants, Forvis Mazars, LLP, have conducted the audit for the fiscal year ended September 30, 2024.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.



# **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.



#### Action Item #7.B

To: LYNX Board of Directors

From: James Boyle

Interim Chief Planning And Development Officer

Bruce Detweiler
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement April 20, 2025 Service Changes

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective April 20, 2025.

#### **BACKGROUND:**

On September 26, 2024, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect in April. Three information sessions and one in-person and virtual hearing/workshop were held. LYNX customers and the public provided input on the service changes at the following information sessions and workshop/public hearing:

#### **Information Sessions:**

Date/Time: Monday, March 3, 1-2 PM

Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Tuesday, March 4, 1-2 PM

Location: LYNX Central Station - Lobby, Orlando, FL

Date/Time: Tuesday, March 4, 6-7 PM

Location: Virtual

Date/Time: Wednesday, March 5, 1-2 PM

Location: Altamonte Springs City Hall, Altamonte Springs, FL



#### Public Hearing/Workshop:

Date/Time: Thursday, March 6, 4-6 PM

Location: LYNX Central Station – 2<sup>nd</sup> Floor, Open Space, Orlando, FL and Virtual

#### **April Service Proposal\***

#### **SCHEDULE ADJUSTMENTS**

- Link 3 Lake Margaret Drive (Orange County) Minor schedule adjustments on Sunday. The weekday and Saturday 9:15 p.m. trip from LYNX Central Station will end at Dixie Belle Dr./Gatlin Ave.
- Link 28 East Colonial Drive/Azalea Park (Orange County) Minor schedule adjustments on weekdays
- Link 29 East Colonial Drive/Goldenrod Road (Orange County) minor schedule adjustments on weekdays. The weekday 12:45 a.m. trip from Aloma Ave./Forsyth Rd. will end at Goldenrod Rd./Bates Rd.
- Link 38 Universal Orlando/I-Drive Express (Orange County) Minor schedule adjustments on weekdays.
- Link 701 Orange Technical College Shuttle (Orange County) Implement summer schedule effective June 2, 2025.
- NeighborLink 831 North Kissimmee/Buena Ventura Lakes (Osceola County) –
   Remove timepoint at Valencia College Osceola Campus.

#### **SCHEDULE IMPROVEMENTS**

• Link 705 – West Colonial Drive/Winter Garden (Orange County) – Add weekday 5:05 a.m. trip from West Oaks Mall Superstop.

#### **SCHEDULE REDUCTIONS**

- Link 8 West Oak Ridge Road/International Drive (Orange County) Discontinue weekday 6:15 p.m. trip from LYNX Central Station to Vineland Premium Outlets. Minor weekday schedule adjustments.
- Link 15 Curry Ford Road/Valencia College East (Orange County) Discontinue weekday 7:50 p.m. trip from Valencia College East to LYNX Central Station.



#### **ROUTE CHANGES**

Link 311 – Disney/Orlando International Airport/Epic Universe (Orange County) –
Extend route to Universal Epic Universe bus loop, with some peak hour trips serving
Universal's Grand Helios Hotel. The daily 5 a.m. trip from Disney Springs to Orlando
International Airport will begin at Destination Parkway Superstop.

Details of these events and the service change proposals are published on our website at www.golynx.com.

The public comment period for the proposed service changes ran from February 28, 2025, through March 23, 2025. Public notices for the service change information and the public meetings are posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and X.

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

A DBE participation goal is not applicable for this activity.

#### **FISCAL IMPACT:**

The base service changes are budget neutral. There is an additional bus service agreement that is also included for approval this month to be executed with Shingle Creek Transit and Utility Community Development District for additional service on Link 311. LYNX Staff will include the revenue and associated expenses in the Amended FY2025 Operating Budget.



#### Action Item #7.C

To: LYNX Board of Directors

From: Michelle Daley

Director Of Finance
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Approve the Shingle Creek Transit and Utility Community

Development District Bus Service Agreement for FY2025 in an Amount of

\$247,949

Date: 03/27/2025

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Bus Service Agreement with the Shingle Creek Transit and Utility Community Development District for FY2025 in an amount of \$247,949.

#### **BACKGROUND:**

Link 311 currently operates between Orlando International Airport and Disney Springs, providing an east-west route that connects Sand Lake SunRail, Florida Mall Superstop, John Young Parkway/South Park Circle, Destination Parkway Superstop, International Drive/Destination Pkwy., and Universal Blvd./Destination Pkwy. With the opening of Universal Epic Universe scheduled for May 2025, LYNX will extend Link 311 to serve several locations within the resort, including the Universal Epic Universe charter bus loop (main entrance bus stop), Helios Grand Hotel (peak trips), and add a bus stop at Universal Blvd./Kirkman Rd. to serve the Terra Luna and Stella Nova resorts. Link 311 will continue to operate at 30-minute frequencies seven days a week, with service operating between 5:05 a.m. – 11:25 p.m.

A copy of the proposed bus service agreement that will be entered into between LYNX and Orange County for the remainder of Fiscal Year 2025 is attached.

Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement including completion of the exhibits and addenda incorporating all edits agreed upon.



This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

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

A DBE participation goal is not applicable for this activity.

#### **FISCAL IMPACT:**

The Approved FY2025 Operating Budget did not anticipate revenue for the bus service agreement with Shingle Creek CDD. The \$247,949 for services will be included in the budget amendment for FY2025.

# BUS SERVICE AGREEMENT 25-C080

by and between

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

and

# SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT DISTRICT (CDD)

April 20, 2025

#### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 20<sup>th</sup> day of April 2025, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, (hereinafter referred to as "<u>LYNX</u>"), having an address of 455 North Garland Avenue, Orlando, Florida 32801

and

SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida (hereinafter referred to as "CDD"), having an address of 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817. CDD and LYNX shall sometimes each be referred to as a "Party" and collectively as the "Parties."

#### WITNESSETH:

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

WHEREAS, CDD is the governmental authority having jurisdiction over the lands as generally described and set forth in **Exhibit "A"** attached hereto (the "**CDD Boundary**"); and

WHEREAS, CDD has expressed a need for public transportation service in and to certain portions of the Service Area (as defined below) in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "B"** and as graphically depicted on **Appendix 1** thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

**Agreement** shall have the meaning set forth in the preamble.

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

Service Area as set forth in this Agreement and on Exhibit "B"

attached hereto.

**CDD** shall have the meaning set forth in the preamble to this

Agreement.

**CDD Contributions** shall mean the contributions to be made by CDD to LYNX for

the Bus Service in the amounts set forth in Exhibit "C"

attached hereto.

shall mean the Florida Department of Transportation. **FDOT** 

shall mean the Federal Transit Administration. FTA

shall have the meaning set forth in the preamble to this **LYNX** 

Agreement.

shall mean the area, as described and set forth in Exhibit "D" Service Area

attached hereto.

Service Route, Bus shall mean the bus routes for service to be provided by LYNX Route or Bus Link

as identified and set forth in Exhibit "B" attached hereto and

graphically depicted on Appendix 1 thereof.

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

to be provided by LYNX, as set forth and described in

Paragraph 5 below.

shall mean the term of this Agreement, commencing on the **Term** 

Commencement Date and ending on the Expiration Date, as

set forth in Paragraph 3 below.

- **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the CDD Contributions, LYNX agrees to provide the Bus Service in the Service Area. The obligation of LYNX to provide the Bus Service is subject to the following:
  - (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
  - (b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
  - (c) The changing transportation needs of CDD to the extent LYNX can reasonably accommodate such needs; and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this

Agreement, are part of a contract modification approved in accordance with paragraph 19 below.

3. <u>TERM.</u> This Agreement shall be effective as of April 20, 2025 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein, continue through September 30, 2025 (the "<u>Expiration Date</u>"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

#### 4. <u>Termination.</u>

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 15.
- (b) <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, CDD or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other Party. Notice shall be delivered in accordance with paragraph 15.
- (c) <u>Termination for Breach</u>. Unless breach is waived by CDD or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the rights of CDD or LYNX to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service. LYNX shall not materially change the schedule of Bus Service attached hereto as <u>Exhibit "B"</u> without the CDD's written consent.

#### 6. **PAYMENT FOR BUS SERVICE.**

a. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CDD paying to LYNX the CDD Contributions on a monthly basis as set forth on **Exhibit "C"**. The monthly cost of Bus Service is based on 2,352 service hours for a total amount of \$247,949 for the period of April 20, 2025 – September 30, 2025. For the purpose of invoicing, invoices and related matters will be sent to CDD at the following address:

Jennifer Walden Shingle Creek Transit and Utility Community Development District 3501 Quadrangle Blvd. Suite 270 Orlando, Florida 32817 Telephone: (407) 723-5900

Invoices shall be paid within thirty (30) days of receipt.

- b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required CDD Contributions.
- c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service from any funding other than the CDD Contributions. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the CDD Contributions), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- 7. **SECURITY DEPOSIT.** No security deposit is required of CDD under this Agreement.
- 8. ACCESS OVER PUBLIC AND PRIVATE PROPERTY. The Parties understand that with respect to the Bus Routes, most of the Bus Routes to be covered in the Service Area are over roads which are owned and operated by CDD for use by the public. Other roads within the Service Area may be deemed to be "private" such as, for example, roads behind gates, etc. If and to the extent the Bus Route at any time extends over any private property not owned and operated for public use by CDD in the Service Area, CDD shall use commercially reasonable efforts to obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. LYNX acknowledges and agrees that any consent for use of such private roads within its Bus Route may be revoked by CDD or the owner of said private property in their sole and absolute discretion upon twenty-four (24) hours' notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly to exclude the private property.
- 9. <u>ADVERTISING</u>. The Parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

- (a) LYNX will be entitled to place advertising on the buses which it uses to provide the Bus Service. LYNX will use its best efforts to not place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within CDD; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising. Any revenue relating to said bus advertising shall be the sole property of LYNX.
- (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.
- (c) LYNX shall not place, construct, or attach, or permit others to place, construct, or attach, any sign, display (by any medium), or improvement showing any Competing Imagery (as hereinafter defined) of any kind on bus stops, bus shelters, benches, or other items that LYNX owns within the Service Area. For purposes hereof, "Competing Imagery" shall mean characters, imagery, text, or other elements (including intellectual property) representing, associated with, or based on characters, properties, other businesses, or assets associated with any Entertainment Company (hereinafter defined) other than Universal City Development Partners, Ltd. or its affiliates. "Entertainment Company" shall mean any person or entity or affiliate thereof engaged in the business of a tourist attraction (any theme park, amusement park, or similar tourist or visitor park, center, site, or attraction whether now existing or hereinafter devised) which has one million or more in average annual paid attendance. Any revenue relating to said bus advertising shall be the sole property of LYNX.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

- 10. **INSURANCE**. LYNX shall, together with its execution of this Agreement, provide to CDD either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) at least \$1,000,000 of General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage. The CDD and its supervisors, officers, staff, and representatives shall be named as additional insureds to LYNX's General Liability insurance policy.
- 11. **BOND.** CDD shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies due by CDD under this Agreement.
- 12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.
- 13. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and CDD under this Agreement shall be that of an independent

contractor and not an agent.

- 14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.** This Agreement is solely between the Parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.
- 15. **NOTICE.** Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party, and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Tiffany Homler Hawkins

Chief Executive Officer

Central Florida Regional Transportation

Authority d/b/a LYNX 455 North Garland Avenue Orlando, Florida 32801 Telephone: (407) 254-6064

with a copy to: Leonard Antmann

Chief Financial Officer

Central Florida Regional Transportation

Authority d/b/a LYNX 455 North Garland Avenue Orlando, Florida 32801 Telephone: (407) 254-6125

As to CDD: Jennifer Walden

Shingle Creek Transit and Utility Community Development District 3501 Quadrangle Blvd. Suite 270

Orlando, Florida 32817 Telephone: (407) 723-5900

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

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT

OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION). THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

#### 17. MISCELLANEOUS CLAUSES.

- (a) <u>Sovereign Immunity</u>. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either LYNX or CDD of its right to invoke sovereign immunity pursuant to section 768.28, Florida Statutes, or other law, as a governmental entity.
- (b) <u>Force Majeure</u>. The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.
- (c) <u>Time of Essence</u>. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) Public Records; E-Verification. The Parties hereto warrant compliance with the provisions of (i) Chapter 119, Florida Statutes (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and CDD are public employers that are subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either CDD or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this

Agreement, the Party with such good faith belief shall terminate this Agreement. The Party violating this paragraph shall be liable for any additional costs incurred by the other Party as a result of the termination of this Agreement based on said Party's failure to comply with the E-Verify requirements referenced herein.

- (f) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.
- (g) <u>No Oral Modification</u>. The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (h) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (i) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- (j) <u>Adjustment of Bus Routes</u>. The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (k) <u>Default/Notice/Procedure to Resolve Disputes</u>. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under

this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, CDD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount of the CDD Contributions remitted to LYNX on a monthly basis. Thus, for example, if CDD should fail to pay the requisite CDD Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the Bus Service specifically within the Service Area.

- 18. **BOARD APPROVAL**. This Agreement is subject to the approval by the CDD Board of Supervisors and the LYNX Board of Directors.
- 19. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified, except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures on Following Pages]

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

	LYNX: CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY	
	By: Tiffany Homler Hawkins Chief Executive Officer	
	Date:	
This Agreement is approved as to form for reliance only by LYNX and for no other purpose.		
AKERMAN LLP, Counsel for LYNX,		
By: James F. Goldsmith	_	
Date:	<u> </u>	

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

	CDD: SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT DISTRICT
	By:Bradley Goeb, Chairman, Board of Supervisors
	Date:
ATTEST:	
By:	

## **EXHIBIT A**

## **CDD Boundary**



## **EXHIBIT B**

## **Description of Lynx Bus Service, Times and Lynx Bus Route**

Effective April 20, 2025

(Refer to Appendix 1 hereof for graphical representation of the Route)

Route	Days of Service	Times of Service	Stops
Route Link 311: Disney/Orlando International Airport/Epic Universe	Days of Service  Monday-Sunday & Holidays.	Times of Service  Departs 5:05 AM –  11:25 PM approximately every half hour daily between Disney Springs Transfer Center and Orlando International Airport.	Stops  Orlando International Airport, Sand Lake SunRail Station, Florida Mall Superstop, John Young Parkway @ South Park Circle, Epic Universe bus loop, Grand Helios Hotel, Kirkman Rd./Universal Blvd. (Stella Nova and Terra Luna Resorts), Universal Blvd./Destination Pkwy. (Rosen College), Destination Parkway Superstop, Destination Pkwy./International Drive (Orange County Convention Center), Disney Springs Transfer Center
		Airport.	Destination Parkway Superstop, D Pkwy./International Drive (Orange

#### **APPENDIX 1**

#### **Graphical Depictions of LYNX Bus Service Routes**

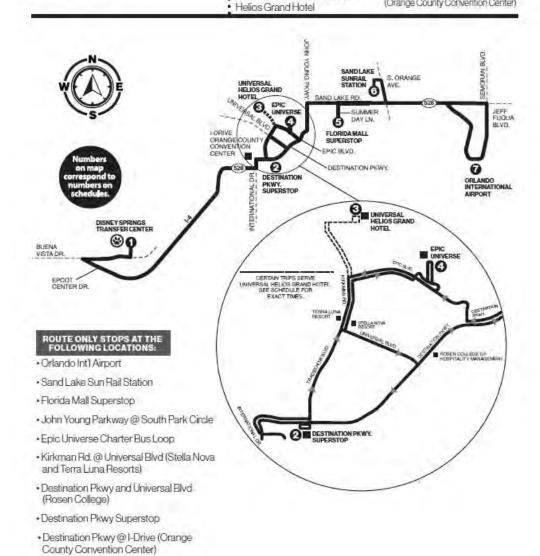
## **LINK 311**

Disney/Orlando Int'l Airport/ Epic Universe

Monday-Sunday & Holiday service

#### SERVING:

Disney Springs Transfer Center Destination Parkway Superstop Universal Epic Universe Universal Stella Nova Resort Universal Terra Luna Resort Rosen College of Hospitality
Management
Florida Mall Superstop
Sand Lake Sun Rail Station
Orlando International Airport
I-Drive @ Destination Pkwy
(Orange County Convention Center)



Service: Monday-Sunday & Holidays

Disney Springs Transfer Center

Hours of Service: 5:05 AM to 11:25 PM; Frequency: 30 minutes

## **Exhibit C**

## Description of Appropriated Amount April 20, 2025 thru September 30, 2025

## Fixed Route Operating Costs

Link Services	Hours	Amount
Link 311	2352	\$247,949

## FY2025 Billing Schedule

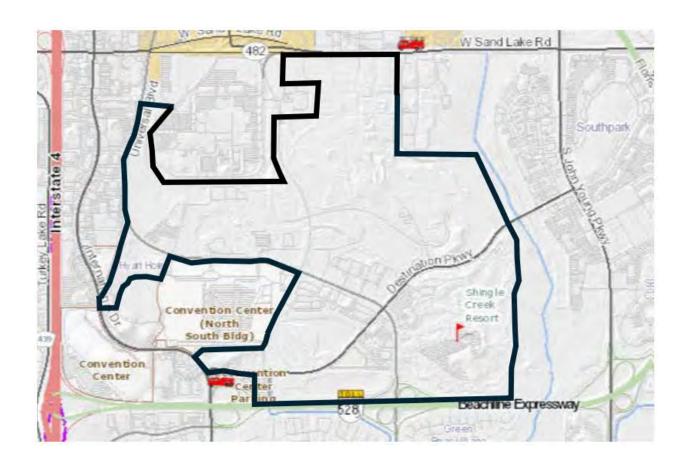
October-24	\$0
November-24	\$0
December-24	\$0
January-25	\$0
February-25	\$0
March-25	\$0
April-25	\$41,325
May-25	\$41,325
June-25	\$41,325
July-25	\$41,325
August-25	\$41,325
September-25	\$41,324

**Total cost of service** 

\$247,949

## **EXHIBIT D**

## **Depiction of Service Area**





#### Action Item #7.D

To: LYNX Board of Directors

From: Michelle Daley

Director Of Finance
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

**Item Name:** Authorization to Amend the Orange County Accelerated Transportation

Safety Program (ATSP) Bus Service Agreement for FY2025

Date: 03/27/2025

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the First Amendment to the Bus Service Agreement with the Orange County ATSP for FY2025.

#### **BACKGROUND:**

The agreement for the Orange County ATSP bus service was approved at the LYNX Board meeting on September 26, 2024. The initial service added additional service on Sunday to improve frequency on Link 21, Link 37, Link 42, and Link 436S. Additional service was added on weekdays to improve frequency on Link 311, Link 37, Link 40 and Link 311. The agreement also provides capital funding to add shelters within the Orange County service area.

At the December 2024 service change, additional service was added for Link 9, 44, 48 and 125. This amendment adds these additional increases to the current agreement.

A copy of the proposed bus service agreement that will be entered into between LYNX and Orange County for the remainder of Fiscal Year 2025 is attached.

Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement including the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreement to be executed more quickly after the beginning of LYNX's



fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The Approved FY2025 Operating Budget includes \$5,130,642 in revenue for the ATSP program. This will be an increase of \$485,132.

#### FIRST AMENDMENT TO

#### **BUS SERVICE AGREEMENT NO. 25-C50**

#### By and Between

#### ORANGE COUNTY, FLORIDA,

and

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (D/B/A LYNX)

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT ("Amendment"), entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter, "ORANGE COUNTY") (hereinafter collectively referred to as "Parties"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 ("LYNX").

#### WITNESSETH

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

WHEREAS, ORANGE COUNTY is the governmental authority having jurisdiction over the lands of Orange County, Florida, as generally described and set forth in <a href="Exhibit "A" attached hereto (the "Service Area"); and</a>

WHEREAS, ORANGE COUNTY has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on <u>Exhibit "C"</u> and as graphically depicted on <u>Appendix 1</u> thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement; and

WHEREAS, on October 1, 2024, ORANGE COUNTY and LYNX entered into a Bus Service Agreement No. 25-C50 ( the "Agreement"), which provided for LYNX to provide Bus Service in and to the Service Area; and

WHEREAS, ORANGE COUNTY and LYNX now desire to amend the Agreement to add an additional bus link and increase the costs associated with providing the additional public bus transportation; and

WHEREAS, ORANGE COUNTY and LYNX hereby find that this Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens in the corresponding Service Area.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, **ORANGE COUNTY** and **LYNX** agree as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Amendment as if fully set forth hereinafter.
- 2. <u>Description and Schedule of Bus Route(s)</u>. <u>Exhibit "A"</u> of the Agreement is hereby deleted in its entirety and replaced with <u>Exhibit "A"</u> attached hereto. Any references in the Agreement to <u>Exhibit "A"</u> shall hereafter be deemed to refer to <u>Exhibit "A"</u> attached hereto.
- 3. <u>Cost of Bus Service.</u> <u>Exhibit "B"</u> of the Agreement is hereby deleted in its entirety and replaced with <u>Exhibit "B"</u> attached hereto. Any references in the Agreement to <u>Exhibit "B"</u> shall hereafter be deemed to refer to <u>Exhibit "B"</u> attached hereto.
- 4. **Entire Agreement.** The Agreement, as amended by this Amendment, represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
- 5. Amendment Execution; Use of Counterpart Signature Pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
- 6. <u>Full Force And Effect Of Agreement</u>. Except as the above provisions have been specifically amended herein, all other terms and provisions of the Agreement remain valid, effective and in full force.

### [Signatures appear on following page]

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

	LYNX: CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY		
	Ву:	Tiffany Homler Hawkins Chief Executive Officer	
	Date:		
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.			
AKERMAN LLP, Counsel for LYNX,			
By: James F. Goldsmith			
Date:	_		

[Signatures Continue on Following Page]

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

ORANGE COUNTY
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners
By:

Jerry L. Demings, Orange County Mayor

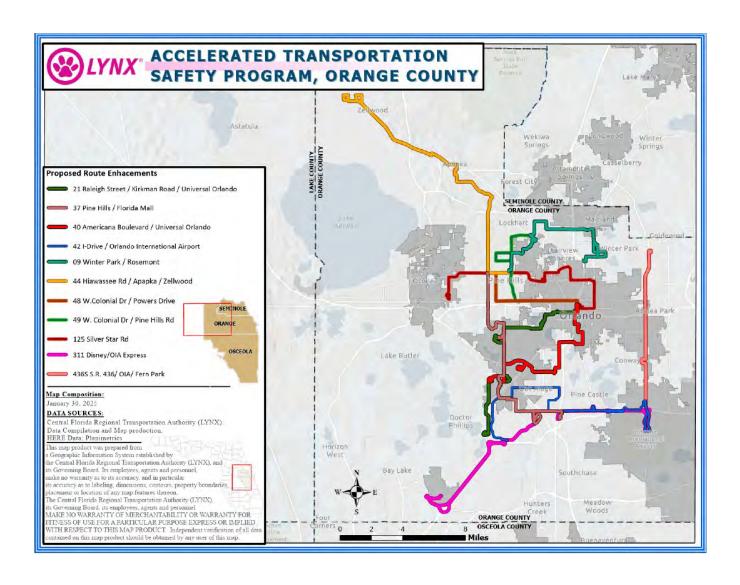
ATTEST:
Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners
Ву:
Deputy Clerk
Print Name
Date:

## **EXHIBIT "A"**

### **Description and Schedule of Bus Route(s)**

This Agreement is for an increase or extension of LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER).

In FY2025, LYNX is anticipating implementing a NeighborLink zone in Apopka.



## **EXHIBIT "B"**

## **Cost of Bus Service**

## Fixed Route Operating Costs

Link Services	Hours	Amount
Link 21	2,701.64	\$284,808
Link 37	7,121.75	\$750,778
Link 40	10,878.30	\$1,146,795
Link 42	3,469.56	\$365,762
Link 436S	1,915.74	\$201,958
Link 111/311 new route	14,393.00	\$1,517,316
Link 9 (New December 2024)	449.45	\$47,381
Link 44 (New December 2024)	892.40	\$94,077
Link 48 (New December 2024)	515.20	\$54,313
Link 49 (New December 2024)	4,540.38	\$478,649
Link 125 (New December 2024)	6,392.85	\$673,937
	53.270.3	\$5,615,774

#### Breakdown:

Fixed Route Service	\$5,615,774
Capital Contribution for Shelters	\$3,000,000
<b>Total Funding from the County</b>	\$8,615,774

FY2025 Billing Schedule	Total Due	Capital	Operating
October -24 (already Invoice)	\$605,618	\$250,000	\$355,618
November -24 (already Invoice)	\$605,618	\$250,000	\$355,618
December -24 (already Invoice)	\$605,618	\$250,000	\$355,618
January - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
February - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
April - 25 Quarterly	\$2,793,842	\$875,000	\$1,918,842
July -25 Quarterly	\$2,793,842	\$875,000	\$1,918,842

Annual Funding Request from County \$8,615,774 \$3,000,000 \$5,615,774

<sup>\*\*\*</sup> As requested we changed the billing cycle to finish as a quarterly payment



## **Information Item A**

To: LYNX Board of Directors

From: John Burkholder

Director Of Risk Management And Safety

John Burkholder Technical Contact

Phone: 407.841.2279 ext: 6167

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

Date: 03/27/2025

LYNX Liability Claim Settlements February 1-28, 2025

Claimant Name	Accident	Type	Amount	Date of
	Date			Check
Security National Insurance Company (Eileen	7/18/2024	PD	\$ 1,474.49	2/7/2025
Velazquez subro)				
Patricia Adina Alexandria Caines	1/9/2025	PD	\$ 2,517.41	2/21/2025
Morgan & Morgan Trust Account f/b/o Perry Davis	4/17/2023	BI	\$ 24,000.00	2/21/2025
Dewitt Law Firm, PA Trust fbo Lakisha Bourne	2/17/2024	BI	\$ 15,000.00	2/21/2025
Fenderson Law Firm Trust Account f/b/o Rosa	11/12/2016	BI	\$ 15,000.00	2/21/2025
Massalene				
State Farm (subrogee for Melissa Rodriguez	1/17/2024	BI	\$ 123.80	2/21/2025
Carmen Dignam	11/26/2024	BI	\$ 1,000.00	2/21/2025
Dan Newlin Injury Attorneys Trust Account f/b/o	10/9/2022	BI	\$ 22,000.00	2/28/2025
Akiya Lee				
Dan Newlin Injury Attorneys Trust Account f/b/o	10/1/2024	BI	\$ 14,200.00	2/28/2025
Todd Martin				
Ivanor Law Firm LLC FBO Ashley Santiago	6/26/2024	BI	\$ 12,500.00	2/28/2025
Enterprise Rent-A Car (Christophey Canterbury)	11/30/2024	PD	\$ 4,376.90	2/28/2025
Geico as Subrogee of Alexandra Campbell	5/20/2024	PD	\$ 8,055.90	2/28/2025
Garfield Clarke	8/8/2024	PD	\$ 2,785.87	2/28/2025
Demand the Limits, PLC fbo Ulysses Francis	7/15/2024	BI	\$ 20,000.00	2/28/2025
Dan Newlin Injury Attorneys Trust Account f/b/o	10/9/2022	BI	\$ 22,000.00	2/28/2025
Stanley James				



#### **Information Item B**

To: LYNX Board of Directors

From: Maurice Jones

**Director Of Procurement** 

Wanda Gonzalez
Technical Contact

Phone: 407.841.2279 ext: 6057

Item Name: Notification of Sole Source Procurements Pursuant to Administrative Rule 4

Date: 03/27/2025

Pursuant to LYNX Administrative Rule 4, information is attached for the following Sole Source Procurements:

1. Urban Transportation Associates, Inc.



DATE: November I, 2024

REQUESTED BY: Myles O'Keefe, Manager of Strategic Planning

SUBJECT: Urban Transportation Associates (UTA), Inc. – LYNX Automatic Passenger Counter (APC) Software Upgrade and Software-as-a-Service (SaaS) Subscription

BACKGROUND: For over a decade LYNX has deployed automatic passenger counters (APCs) on its fixed route bus fleet. The hardware and associated software have been procured through Urban Transportation Associates (UTA), Inc. for all those years. UTA also provides parts for repairs and technical support to the LYNX Administrative and Maintenance staffs. In 2020, LYNX installed APCs on the entirety of its fixed route bus fleet. Prior to then, only a portion of the fleet had APCs installed. As part of this hardware upgrade, a new maintenance and support contract was included to cover the period of June 1, 2020, through May 31, 2023, with two one-year options to extend. Not included in the upgrade was an update to the software package that administrative staff access to analyze and report on ridership data. LYNX uses the APC data to track ridership trends, adjust services based off of boarding and alighting behaviors, and most importantly, to report ridership annually in the National Transit Database (NTD). The NTD reporting is a key part of the formula funding that LYNX receives annually from the Federal Transit Administration (FTA).

SOLE SOURCE JUSTIFICATION: In addition to the attached sole source justification document provided by the vendor advising that Urban Transportation Associates (UTA), Inc. is the owner, manufacturer, and sole source provider of the cloud-hosted configuration to report on APC data provided by UTA's APC hardware; the hardware that LYNX has installed on 100% of the agency's fixed route bus fleet. If the LYNX were to pursue another vendor, at a minimum, the procurement would result in a substantial duplication of costs as another vendor would have to build the software and server environment that can interact with UTA's APC hardware. Other APC hardware vendors would likely require LYNX to replace the existing UTA hardware, that has ten years of useful life remaining, with their own before providing a software solution; adding further expenses to the agency.

#### COST/PRICE ANALYSIS:

The cost for the UTA SaaS for one year is \$46,800; to be paid in full with a one-time payment. This is the second year of pricing for the SaaS, an increase of \$1,800 from year 1, or an increase of 4%. This is a reasonable cost increase and was included by UTA in its original proposal.

Myles O'Keefe Project Manager

Maurice A. Jones
Director of Procurement

2/24/2025

Date

Leonard Antmann Chief Financial Officer

Planning

&

Interim Chief
Development Officer

Carrie L. Sarver, ESQ., B.C.S Senior In-House Counsel

Tiffany Homler Hawkins Chief Executive Officer



#### **Information Item C**

To: LYNX Board of Directors

From: Terri Setterington

**Director Of Human Resources** 

Sara Holtzman
Technical Contact

Phone: 407.841.2279 ext: 6106

**Item Name: Quarterly Service Recognition** 

Date: 03/27/2025

The Human Resources Department along with the Chief Executive Officer would like to recognize the employees that have reached a milestone in their service to the agency this quarter and offer sincere gratitude for the talent, energy, and commitment to public service they have shown during their time at LYNX.

#### 5 Years of Service

Irene Barnes – Bus Operator, Transportation

Thomas Barney – Bus Operator, Transportation

Billie Brice – Bus Operator, Transportation

Luis Carrillo – Bus Operator, Transportation

Roselard Deguerre – Bus Operator, Transportation

Patrice Doggett Thompson - Mobility Services Representative, Mobility Services

Thony Dorestant – Bus Operator, Transportation

Michael Fennessy – Bus Operator, Transportation

Huzeifa Frosh - NeighborLink Representative, Mobility Services

Gregory Jamuna – Bus Operator, Transportation

Mile Jean – Service Island Attendant, Maintenance

Ephraim Jolo – Bus Operator, Transportation

Carlos Latorre – Creative Designer, Marketing

Erick Makomere - Cyber Security Analyst, IT

Lismar Matos Hernandez – Senior Project Manager, Engineering & Construction

Jerome McClary – Supervisor, Transportation

Omar Medina Lopez - Senior Buyer, Procurement

Nehemie Misere – Bus Operator, Transportation

Alberto Pacheco – Bus Operator, Transportation

## LYNX Beard Agenda

Jaime Serrano – Technician, Maintenance Renold Seujattan – Technician, Maintenance Steve Subrayan – Asset Management Specialist, Finance Patricia Whitton – Senior Planner, Planning Tanisha Williams – Bus Operator, Transportation

#### 10 Years of Service

Mark Bankston – Bus Operator, Transportation Elsie Csezmadia Spohn – Bus Operator, Transportation Gilberto Rosado – Bus Operator, Transportation Tiffany Homler Hawkins – Chief Executive Officer Maureen Lewis – Supervisor, Mobility Services Maximilliano Montiel – Technician, Maintenance Jimmy Orengo – Bus Operator, Transportation Alexandra Soriano – Supervisor, Mobility Services

#### 15 Years of Service

Ellis Ferrer – Bus Operator, Transportation
Javier Franqui – Road Ranger, Maintenance
Djuan Henson – Bus Operator, Transportation
Wanda Hunt – Representative, Mobility Services
Diane Jordan – Representative, Mobility Services
Luis Ramos – Technician, Maintenance
Eugenio Sanchez – Bus Operator, Transportation
Kevin Toolsee – Bus Operator, Transportation
Prahallad Vijayvargiya – Senior Grants Manager, Grants
Ramon Vizcaino-Garcia – Bus Operator, Transportation

#### 20 Years of Service

Harryram Mootoo – Technician, Maintenance Jason Malone – Service Island Attendant, Maintenance Jeff Pierre – Bus Operator, Transportation

#### 25 Years of Service

Nestor Cardenas – Bus Operator, Transportation Jaime Espinosa – Bus Operator, Transportation Christopher Plata – Bus Operator, Transportation Jose Vargas – Road Ranger, Maintenance

#### 30 Years of Service

Fredrick Meusel – Technician, Maintenance Antonio Pimpinella – Senior Scheduler, Planning Phillip Hannans – Bus Operator, Transportation Frederick Bennett – Bus Operator, Transportation



## **Monthly Report A**

To: LYNX Board of Directors

From: Matthew Friedman

**Director Of Marketing Communications** 

Janet Vidal

**Technical Contact** 

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report - February 2025

Date: 03/27/2025

LYNX Press Releases | Media Notes: February 2025

February 21	LYNX February Board of Directors and Oversight Committee Meeting
	Information
February 27	LYNX to Hold Information Sessions for April Service Proposal

LYNX Social Media – February 2025

ETTYZ DOCIAI WI	edia 1 colual y 2025
February 1	Black History Month.
February 2	Groundhog Day.
February 3	Link 38 service. Changed header for Black History Month
February 4	Rosa Parks birthday.
February 5	Vehicle maintenance team.
February 6	MetroPlan ACCESS LYNX survey. Service detour for the Walk a Mile in Her Shoes. LYNX Roadeo competition.
February 7	Ride LYNX to the Cady Way Trail.
February 8	Greetings from Kissimmee.

# LYNX B⊛ard Agenda

February 9	Enjoy the Big Game.
February 10	Travel training program.
February 11	Welcome new class of bus operators.  MetroPlan ACCESS LYNX survey.
February 12	New Paw Pass application Tap to Pay feature.
February 13	Thumbs up for a smooth ride.
February 14	Valentine's Day.  MetroPlan ACCESS LYNX survey.
February 15	Regular schedule on Presidents Day. Lost and Found window open today.
February 16	Regular schedule on Presidents Day.
February 17	Happy Presidents Day. See something. Say something.
February 18	Note about littering on buses and bus stops.  Maintenance team placed first at state Roadeo.
February 19	Bus paint booth. Service detour for Immerse 2025.
February 20	Ready to roll and take on the day.
February 21	Service detour for Immerse 2025.  Oversight and Board of Directors meetings.  LYMMO AED event.
February 22	LYNX Paw Pass application.
February 23	FPTA transit connects.
February 24	Pre-trip inspection.
February 25	<u>Tip Tuesday</u> .
February 26	A routine check-up to keep things running smoothly.  Service detour for the Best Damn Race.
February 27	Oversight Committee and Board of Directors meetings today.  Service detour for Monster Jam.  April service change proposal.
February 28	Wrapping up the week with smooth rides and good vibes. Service detour for the Best Damn Race.

# LYNX B⊛ard Agenda

Social Media Usage	February 2025		
Total Facebook Posts	44		
Facebook Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.	1.1 Reactions, 300 Comments, 84 Shares		
Facebook Post Impressions: The number of times posts appeared on someone's screen.	61 K		
Total Tweets	49		
Twitter X Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes	56 Likes, 16 Retweets, 5 Replies		
Twitter X Post Impressions: The number of times posts appeared on someone's screen.	5.5K		
Website Usage	February 2025		
Total Pageviews	311K		
Total User Visits	202K		

Commuter Vanpool Program - February 2025

Vanpool	February 2025
Vanpool Participants	423*
Total Revenue Miles	179,000*
New Vanpool	2
Returned Vanpools	1
Current Vans at Service	117
Pending Interests	None
Events	None

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



Advertising Sales - February 2025

Advertising Sales Revenue	February	LYNX %	FY to Date Sales	FY to Date LYNX %
Sales Revenue	\$366,461.10	\$219,876.66	\$2,031,662.91	\$1,218,997.75



## **Monthly Report B**

To: LYNX Board of Directors

From: Leonard Antmann

Chief Financial Officer

Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Monthly Financial Report - December 2024

Date: 03/27/2025

Please find attached the preliminary monthly financial report for the Third month ending December 31, 2024.

## CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

## Statement of Revenues and Expenses

For the three months ending December 31, 2024

	As of December 31, 2024  Budget Actual			% of Actual Compared to Budget	
REVENUES:	-				S
Customer fares	\$	5,162,673	\$	5,310,980	103%
Contract services		933,408		878,425	94%
Advertising		657,500		657,500	100%
Interest and Other Income		321,060		1,498,022	467%
Federal Revenue		3,654,718		2,843,177	78%
State Revenue		3,868,935		3,823,729	99%
Local Revenue		5,056,459		4,637,263	92%
Local Revenue Funding Partner		26,562,600		26,562,600	100%
TOTAL REVENUE		46,217,353		46,211,695	100%
EXPENSES:					
Salaries, Wages & Fringe Benefits		30,823,535		31,309,158	102%
Other services		4,602,153		3,652,266	79%
Fuel Expense		3,521,852		3,202,590	91%
Materials and supplies		2,671,744		2,575,671	96%
Utilities		562,489		386,100	69%
Casualty & Liability		1,236,615		1,546,816	125%
Taxes and licenses		188,415		268,034	142%
Purchased transportation services		8,456,595		9,573,738	113%
Leases & Miscellaneous		915,780		442,466	48%
Interest Expense		18,838		6,279	33%
TOTAL EXPENSES		52,998,016		52,963,118	100%
CHANGE IN NET POSITION	\$	(6,780,662.14)	\$	(6,751,423.29)	100%



## **Monthly Report C**

To: LYNX Board of Directors

From: Norman Hickling

Director Of Mobility Services

Norman Hickling Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Paratransit Monthly Report - February 2025

Date: 03/27/2025

Please find attached the monthly report for Paratransit Services – February 2025.



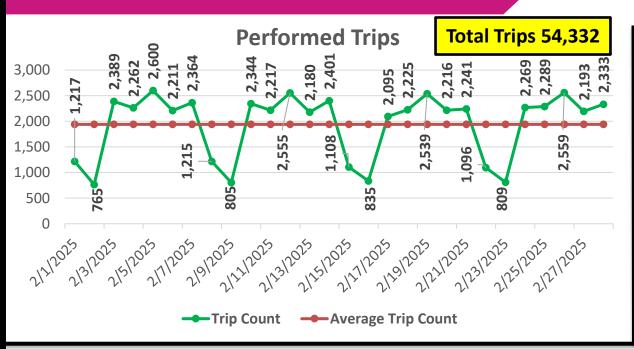
# Overview

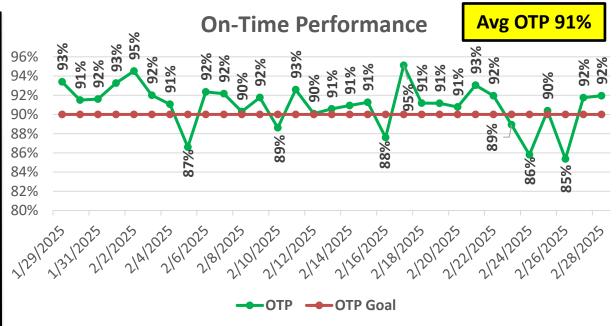


- Paratransit Performance:
  - Month of February 2025
  - FY25 Year to Date
- Paratransit Fleet Status
- Paratransit Fleet Metrics
- Paratransit Business Practices
  - Key Areas of Focus
- Summary



# Performance – February 2025

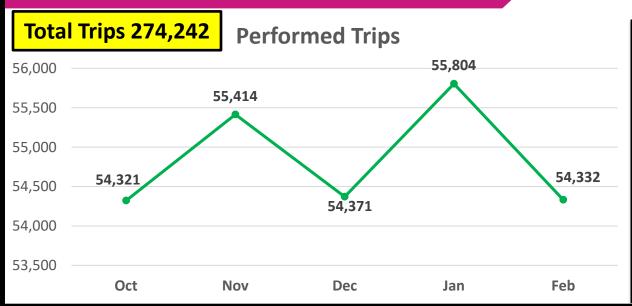


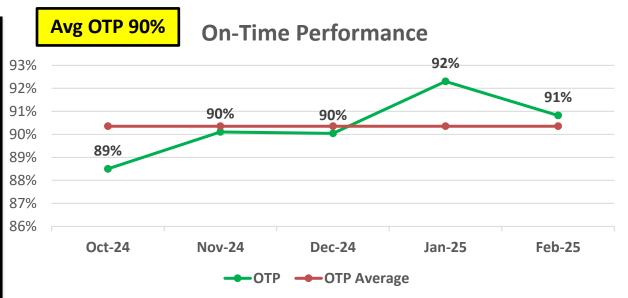




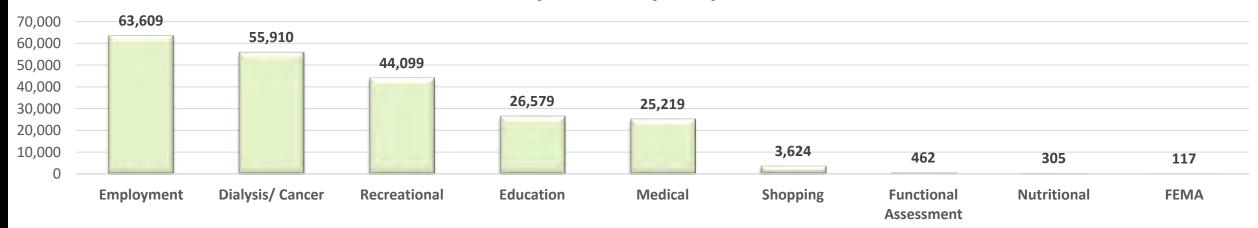


## Performance – FY 25





## **Trip Count by Purpose**



### Paratransit Fleet



## Maintenance Program

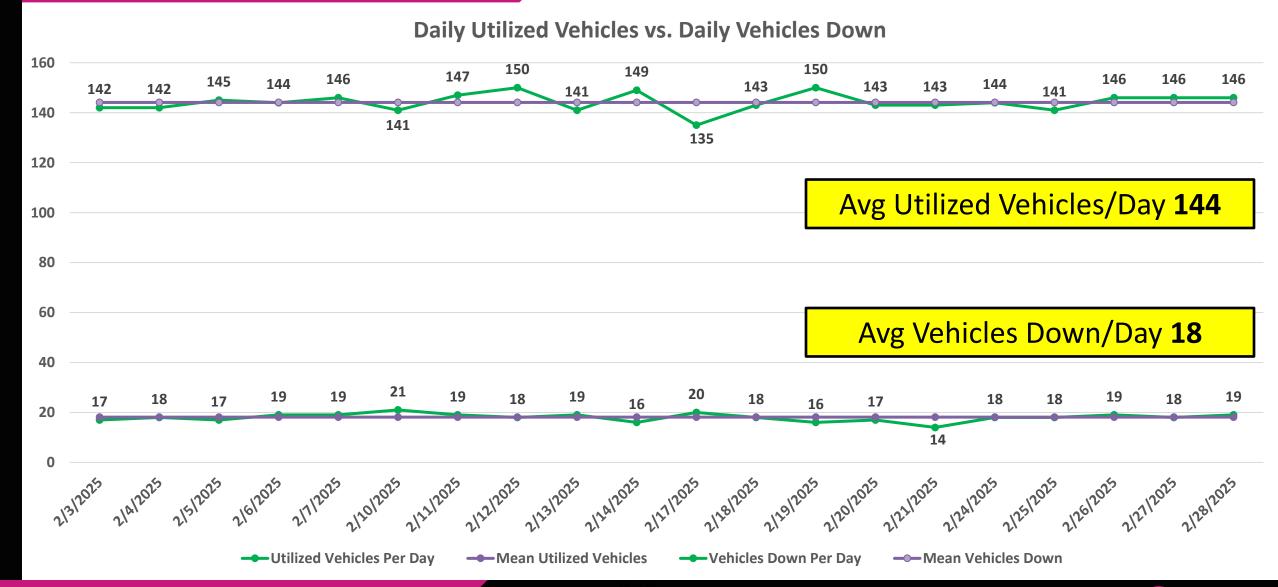
 "Vehicle Down List" showing dramatic improvements

# New Vehicle replacement in process:

- 85 new vehicle ordered
- 25 new vehicles in service
- Vehicles having met useful life are being removed from fleet

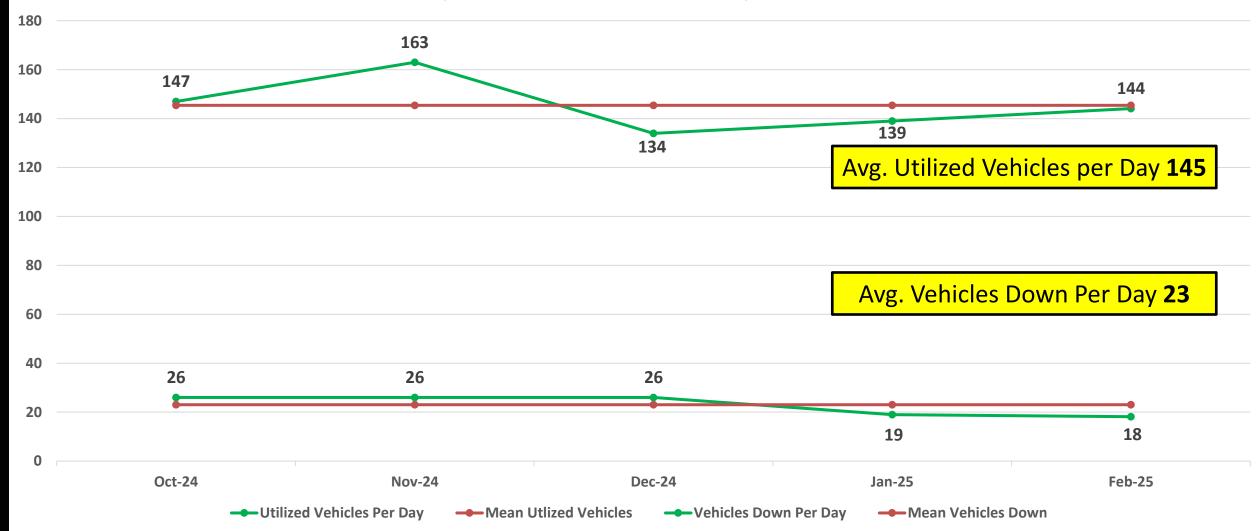


# Paratransit Fleet- February 2025



### Fleet Status – FY 25





### **Paratransit Business Practices**





- Extensive contract oversight and compliance
  - Quarterly Inspections identifying areas of need corrective action
    - Sub-Contractor operations and oversight
    - Independent contractors/operators' compliance
- Costs Containment strategies
- Trip scheduling and routing
  - Reviewing causes and corrective actions for "Missed Trips"
- Reconciliation and Reporting business practices
  - Documentation and trip accounting



# Summary

- Stabilized vehicle maintenance issues
- Upgrade to paratransit vehicle fleet supporting positive service performance
- Challenges of trip demand
  - Consistently providing 54,000+ monthly trips
  - On-time performance management
  - Trip routing and scheduling
  - Missed trip analysis
- Oversite of contractor business practices
  - Timeliness and accuracy of records
  - Invoice submittal
  - Monthly reconciliation processing



# Close







#### **Monthly Report D**

To: LYNX Board of Directors

From: James Boyle

Interim Chief Plan And Develop Officer

Bruce Detweiler Technical Contact Jake Russell

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**Item Name: Ridership Report - January 2025** 

Date: 03/27/2025

The attached monthly Performance Report includes January 2025 Year-To-Date figures for ridership and other performance indicators. Total ridership for January 2025 was 1,778,844. This is a 9.4% increase from January 2024. On-Time Performance for Fiscal Year-To-Date 2025 is 64%.

- LYNX overall ridership increased by 153.5K, or 9.4%, compared to January 2024. Year-to-date ridership for FY-25 (6,663,040) increased 3.4% compared to FY-24 (6,441,410).
- LYMMO ridership increased by 14.8K, or 46.5%, compared to January 2024. Year-to-date ridership for FY-25 (202,693) increased 47.2% compared to FY-24 (137,705).
- Fixed Route ridership increased by 135.7K, or 9.0%, compared to January 2024. Year-to-date ridership for FY-25 (6,078,842) increased by 2.2% compared to FY-24 (5,946,273).
- NeighborLink ridership increased by 1.8K, or 23.0%, compared to January 2024. Year-to-date ridership for FY-25 (38,049) increased 24.1% compared to FY-24 (30,658).
- ACCESS LYNX ridership increased by 4.7K, or 8.2%, compared to January 2024. Year-to-date ridership for FY-25 (245,253) increased 5.7% compared to FY-24 (232,095).
- Vanpool ridership increased by 0.5K, or 2.2%, compared to January 2024. Year-to-date ridership for FY-25 (94,207) increased by 11.7% compared to FY-24 (84,376).

There was no special event ridership reported in January 2025.



#### **RIDERSHIP**

Total Ridership by Mode							
	Jan-24	Jan-25	% Δ	YTD-24	YTD-25	% Δ	
LYMMO	31,816	46,611	46.5%	137,705	202,693	47.2%	
Fixed Route	1,501,160	1,636,889	9.0%	5,946,273	6,078,842	2.2%	
NeighborLink	7,775	9,566	23.0%	30,658	38,049	24.1%	
ACCESS LYNX	57,395	62,085	8.2%	232,095	245,253	5.7%	
Vanpool	23,194	23,693	2.2%	84,376	94,207	11.7%	
Special Events	4,004	0	-100.0%	10,303	3,996	-61.2%	
SYSTEM TOTAL	1,625,344	1,778,844	9.4%	6,441,410	6,663,040	3.4%	

January-24	22 Weekdays	4 Saturdays	5 Sundays	
January-25	22 Weekdays	4 Saturdays	5 Sundays	

Average Daily Ridership by Mode										
Mode		Weekday			<u>Saturday</u>			Sunday		
ivioue	Jan-24	Jan-25	% ∆	Jan-24	Jan-25	% Δ	Jan-24	Jan-25	% Δ	
LYMMO	1,060	1,760	66.0%	930	854	-8.2%	929	894	-3.8%	
Fixed Route	53,137	61,046	14.9%	37,671	42,649	13.2%	32,081	24,657	-23.1%	
NeighborLink	307	416	35.5%	191	202	5.8%	-	-	-	
ACCESS LYNX	2,234	2,420	8.3%	1,122	1,299	15.8%	754	731	-3.1%	
Vanpool	541	543	0.4%	145	139	-4.1%	28	51	82.1%	
SYSTEM TOTAL	57,279	66,185	15.5%	40,059	45,143	12.7%	33,792	26,333	-22.1%	

LYNX ridership increased by about 153.5K, or 9.4%, compared to January 2024.

**LYMMO** ridership increased by about 14.8K, or 46.5%, compared to January 2024. Compared to January 2024, average weekday ridership increased by 66.0%. Average Saturday and Average Sunday ridership decreased by 8.2% and 3.8% respectively. With the December 2024 service change, LYMMO Lime was discontinued on Saturday and Sunday as well as frequency reductions made on all LYMMO routes.

**Fixed Route** ridership increased by about 135.7K, or 9.0%, compared to January 2024. Average Weekday and Average Saturday ridership increased by 14.9% and 13.2% respectively compared to the same time period last year. The Average Sunday ridership decreased by 23.1% compared to January 2024. Fixed Route ridership continues to grow overall showing the same upward trend seen in previous years. Reduced ridership during Hurricane Milton continues to have an impact on the YTD ridership comparison.

**NeighborLink** ridership increased by about 1.8K, or 23.0%, compared to January 2024. NeighborLink ridership saw a 35.5% increase in average weekday ridership and a 5.8% increase in average Saturday ridership.

**ACCESS LYNX** ridership increased by about 4.7K, or 8.2%, compared to January 2024. Ridership showed an 8.3% increase to average weekday ridership with an increase of 15.8% ridership on Saturdays and a decrease of 3.1% on Sundays.

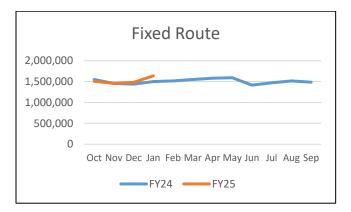
Vanpool ridership increased by about 0.5K, or 2.2%, compared to January 2024.

<sup>\*</sup>According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$3.20/gallon in January 2024 and \$3.20/gallon in January 2025. Historically, high gas prices can result in increased public transit ridership.

#### MONTHLY RIDERSHIP TRENDS BY MODE



Year-to-Date Fiscal Year 2025 LYNX system-wide ridership has increased by 3.4% compared to Fiscal Year 2024.



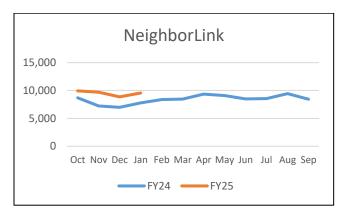
Year-to-Date Fiscal Year 2025 Fixed Route ridership has increased by 2.2% compared to Fiscal Year 2024.



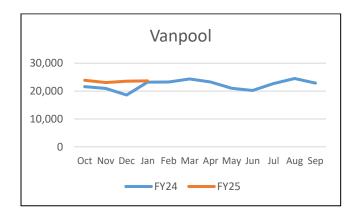
Year-to-Date Fiscal Year 2025 ACCESS LYNX ridership has increased by 5.7% compared to Fiscal Year 2024.



Year-to-Date Fiscal Year 2025 LYMMO ridership has increased by 47.2% compared to Fiscal Year 2024.



Year-to-Date Fiscal Year 2025 NeighborLink ridership has increased by 24.1% compared to Fiscal Year 2024.



Year-to-Date Fiscal Year 2025 Vanpool ridership has increased by 11.7% compared to Fiscal Year 2024.



#### FIXED ROUTE AND LYMMO MONTHLY PERFORMANCE DATA

	Fixed Route - Modal Performance Data - Fiscal Year 2025							
Month	Ridership	Passengers per Trip	On-Time Performance	NTD Reportable Accidents	Total Trips Scheduled	% of Trips Operated	Fleet Availability	On-Time Preventative Maintenance
Oct	1,506,073	17	64%	3	95,295	94%	214	93%
Nov	1,456,595	16	62%	2	90,025	98%	217	97%
Dec	1,479,285	16	63%	7	91,864	99%	210	93%
Jan	1,636,889	18	66%	4	93,009	99%	210	98%
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
YTD	6,078,842	17	64%	16	370,193	98%	213	95%
	LYN	1M0 - N	∕lodal Pe	rformanc	e Data -	Fiscal	Year 20	25
Month	Ridership	Passengers per Trip	On-Time Performance	NTD Reportable Accidents	Total Trips Scheduled	% of Trips Operated	Fleet Availability	On-Time Preventative Maintenance
Oct	49,349	7	62%	0	7,235	91%	1	100%
Nov	55,797	8	64%	0	6,760	98%	1	100%
Dec	50,936	10	66%	0	5,293	99%	1	100%
Jan	46,611	10	69%	0	4,848	98%	1	100%
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
YTD	202,693	9	65%	0	24,136	97%	1	100%

#### NEIGHBORLINK AND ACCESS LYNX MONTHLY PERFORMANCE DATA

Ne	NeighborLink - Modal Performance Data - Fiscal Year 2025								
Month	Ridership	On-Time Performance	Collected Fares	NTD Reportable Accidents	Fleet Availability	On-Time Preventative Maintenance			
Oct	9,935	100%	100%	0	15	100%			
Nov	9,688	100%	100%	1	16	89%			
Dec	8,860	100%	100%	0	14	90%			
Jan	9,566	100%	100%	0	14	100%			
Feb									
Mar									
Apr									
May									
Jun									
Jul									
Aug									
Sep									
YTD	38,049	100%	100%	1	15	95%			

### ACCESS LYNX - Modal Performance Data - Fiscal Year 2025

Month	Ridership	On-Time Performance	Collected Fares	NTD Reportable Accidents	Fleet Availability	On-Time Preventative Maintenance
Oct	60,477	89%	99%	2	147	31%
Nov	61,951	90%	99%	1	158	40%
Dec	60,740	90%	99%	1	158	30%
Jan	62,085	92%	100%	1	164	25%
Feb						
Mar						
Apr						
May						
Jun						
Jul						
Aug						
Sep				_	_	_
YTD	245,253	90%	99%	5	157	32%



#### **GLOSSARY**

#### **Definitions of Metrics Used on the Monthly Performance Data Sheets**

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

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

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

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

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

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

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

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

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

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

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

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