

LYNX Finance & Audit Committee Agenda

Meeting Date: 04/16/2026
Meeting Time: 1:30 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 Committee Minutes

-  Finance Committee Minutes - March 24, 2026

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 Financial Officer's Report

5. Consent Agenda


A. Award Contracts

- i.  Authorization to Negotiate and Execute a Contract with Akerman, LLP for Federal Lobbying Services Pg 8


B. Miscellaneous

- i.  Authorization to Enter Into a Transit Station License Agreement (TLA) with the School Board of Orange County for Bus Shelter Installation on Eastbound Oak Ridge Road Near Sadler Elementary School Pg 10


-Attachments 


- ii.  Authorization to Enter into a Transit Station License Agreement (TLA) with TGA SMI Verve Orlando, LLC for Bus Shelter Installation on Northbound Alafaya Trail and Science Drive Pg 23

-Attachments 






- iii.  Authorization to Enter into a Memorandum of Agreement (MOA) with Orange County for Tangelo Park Transit Shelter Contributions Including Four Transit Shelters/Amenities and Eight Additional Trash Receptacles at Nearby Bus Stops for a Total Contribution Amount of \$268,000 Pg 33

-Attachments 

- iv.  Authorization to Dispose of Lost and Found Items Pg 47

- v.  Authorization to Execute a Lease Agreement with Eat My Gritz, LLC for Retail Space at LYNX Central Station (LCS) Pg 49

6. Action Agenda

- A.  Authorization to Amend the Shingle Creek Transit and Utility Community Development District (CDD) Bus Service Agreement for FY2026 Pg 51
- Attachments 
- B.  Authorization to Execute the First Option Year and Amend the Paratransit Contract to, Among Other Amendments, Transition the Customer Service Center to Transdev Services, Inc. and Increase the Not to Exceed (NTE) Amount to \$158,750,000 Pg 61
- Attachments 
- C.  Approval of the FY2027 Preliminary Operating Budget Pg 67

7. Discussion

- A.  Discussion on the FY2025 Reserve Analysis Pg 70

8. Other Business

9. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Finance and Audit Committee Minutes

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

DATE: March 24, 2026 **TIME:** 1:00 p.m.

Members in Attendance:
Tim Jecks, Seminole County, Chair
Kurt Petersen, Orange County, Vice Chair
Leslie Felix, Osceola County
Jo Santiago-Mercer, FDOT, 5th District

Staff in Attendance:
Leonard Antmann, Chief Financial Officer
Michelle Daley, Director of Finance
David Vance, Manager of Financial Planning & Analysis

1. Call to Order

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

2. Approval of Minutes

A motion to approve the February 19, 2026 Finance and Audit Committee meeting minutes was made by Kurt Petersen and seconded by Leslie Felix. Motion passed unanimously.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer’s Report

Lenny Antmann, Chief Financial Officer, provided the following updates:

- Fixed-route ridership remained steady over the past month, averaging between 62,000 and 64,000 trips per day. Paratransit ridership continues to trend slightly above prior-year levels.
- Joel Knopp, representing Forvis Mazars, will be presenting the annual results of the third-party external audit.
- The agenda includes an action item regarding authorization to purchase property for a future southern operations base.
- There were no Board or Oversight Committee meetings held last month; therefore, the oversight agenda this month will combine items from both last month and the current month.
- At the Oversight meeting, a discussion item will address the funding model. This topic was previously reviewed in January by the finance committee.
- There are two discussion items at the end of today’s agenda. To accommodate scheduling constraints for Kurt, it was requested that the preliminary operating budget discussion be taken before the first-quarter results to ensure his availability.
- It was clarified that all items appearing on the Board agenda have already been reviewed over the past two finance committee meetings. There were no changes or additions to either the Committee’s agenda or the Oversight Committee’s agenda. Both agendas were published within two days of one another and remain consistent.

5. Consent Agenda

- A. Request for Proposal (RFP)
 - i. Authorization to Release a Request for Proposal (RFP) for Occupational Health Services
 - ii. Ratification of Submittal of the Fiscal Year 2026 Transit Development Plan Minor Annual Update to the Florida Department of Transportation (FDOT)
- B. Award Contracts
 - i. Authorization to Negotiate and Award Contract 26-C053 to PYE-Barker Fire & Safety, LLC for Amerex & Fogmaker Portable Fire Extinguisher and Vehicle Suppression System for a Not to Exceed (NTE) Amount of \$441,008 for the Initial Two (2) Year term
- C. Extension of Contracts
 - i. Authorization to Exercise the Second Option Year of Contract 22-C48 with Barracuda Building Corporation for the Installation of Bus Shelters and Amenities Throughout the LYNX Service Area and Increase the Not-to-Exceed (NTE) Amount to \$11,500,000
- D. Miscellaneous
 - i. Authorization to Execute MetroPlan Orlando's FY2026-2027 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement in the Amount of \$480,000
 - ii. Authorization to Submit 2026 Title VI Program Update to the Federal Transit Administration (FTA)
 - iii. Authorization to Enter into a Memorandum of Understanding with Orlando Police Department Pg 36 for Law Enforcement Services and Master Staffing Agreement with Off Duty Management, Inc. for a Not to Exceed Amount of \$387,000
 - iv. Ratification of Contract 26-C047 to Commercial Risk Management, Inc. for Third Party Administrator Services for Workers' Compensation, Tort, Public Liability and Claims Subrogation for a Not to Exceed (NTE) Amount of \$1,139,925 for the Initial Three (3) Year Term
 - v. Authorization for LYNX Insurance Broker to Negotiate and Bind Property, Fiduciary Liability, Pg 40 and Pollution Coverages
 - vi. Authorization to Sign a Facilities Use Agreement with Valencia College for Parking Space for NeighborLink Vehicles
 - vii. Authorization to Execute a Contract Modification to Freebee Contract 26-C017 to Include Requirements Related to the Valencia College Parking Agreement

Jo Santiago-Mercer made a motion to approve Consent Agenda 5.A.1 through 5.D.7. Second by Kurt Petersen. Motion passed unanimously.

6. Action Agenda

- A. Ratification of Block Grant for Operating Assistance and Execute a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 26-004
Motion for Ratification of Block Grant for Operating Assistance and Execute a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 26-004 was made by Kurt Petersen, second by Leslie Felix. Motion passed three to zero, Jo Santiago-Mercer, FDOT abstained.
- B. Authorization to Approve FY2025 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program

Joel Knopp of Forvis Mazars presented the Fiscal Year 2025 external audit results. He noted:

- No audit adjustments were required, reflecting strong financial reporting controls.
- No difficulties occurred during the audit, despite additional work created by the new ERP implementation.
- The financial statements received an unmodified (clean) opinion.
- All compliance reports, including federal and state grant testing and Florida Auditor General requirements, were clean with no findings.

Unrestricted net position ended at \$46 million, a planned decrease from the prior year due to reserve spending and capital activity. Operating revenue increased approximately 9%; operating expenses increased about 2%. Net position decreased by \$5 million overall. Unrestricted net position equaled 19% of operating expenses, considered stable but to be monitored.

LYNX staff will submit the audited financial statements to the Government Financial Officers Association by March 31, 2026.

Motion for Authorization to Approve FY2025 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program was made by Kurt Petersen, second by Leslie Felix. Motion passed unanimously.

C. Authorization to Purchase Property for the LYNX Southern Operations and Maintenance (O&M) Facility for a Not to Exceed (NTE) Amount of \$13,500,000

James Boyle provided an update on the Southern Operations Base and requested approval to purchase property. The need for a new facility is driven by overcrowding at the current facility in Osceola County and the City of Kissimmee's intent to reclaim its leased site. After extensive review of 150 parcels, the preferred location is a 21+/- acre northern parcel in Kissimmee, selected for its size, access, and growth potential. The site will accommodate current operations, future fleet expansion, CNG and electric charging, and limited administration space. The total project cost is estimated at \$71.5 million, including \$13.5 million for the property and \$58 million for design, construction. Required NEPA, Title VI, surveys, and appraisals are complete, and FTA concurrence on the administrative settlement is pending. Multiple federal, state, and local funding options are being explored, with timing of local match discussions dependent on FTA's ruling on use of Federal 5307 funds. Construction will be phased and multi-year, with a goal to complete prior to 2030 when the current lease expires.

Motion for Authorization to Purchase Property for the LYNX Southern Operations and Maintenance (O&M) Facility for a Not to Exceed (NTE) Amount of \$13,500,000 was made by Kurt Petersen, second by Leslie Felix. Motion passed unanimously.

7. Discussion

A. FY2026 1st Quarter Results

Michelle Daley, Director of Finance, presented the FY2026 1st Quarter Results. Total Revenue was \$49.1 million, \$208k unfavorable to budget. Total Expense was \$55 million, \$750k favorable to budget; resulting in a Change in Net Position of \$5.9 million, \$541k favorable to budget.

Revenue Highlights:

- Customer Fares: \$750k unfavorable (Fixed Route: 608k; Paratransit: 142k) due to reduced ridership attributed to unusually cold weather in Florida during the first quarter.
- Interest & Other Income: \$470k favorable, driven by interest earnings.
- Federal Revenue: \$180k favorable due to timing of planning study reimbursements.
- All other revenue categories were within expectations.

Expense Highlights:

- Salaries, Wages & Fringe: \$1.9M unfavorable, primarily from fixed-route covering holiday/vacation staffing needs and payouts for an unusually high number of retirements.
- Other Services: \$1.6M favorable (timing-related) including professional services, contract maintenance, and security costs.
- Materials & Supplies: \$670k favorable associated with timing of repairs/maintenance.
- Casualty & Liability: \$240k favorable, also likely timing related.
- Purchased Transportation: \$29k unfavorable, but noted as a positive trend since cost projections historically have been difficult; may indicate stabilized trip growth.

B. FY2027 Preliminary Operating Budget

Lenny Antmann presented the preliminary FY2027 operating budget, including key assumptions, projected revenues and expenses, and partner funding contributions based on the approved Regional Funding Model Policy. The FY2027 service levels are based on the January 2026 service change reflecting the Seminole County service level change and current ridership trends. This is the final year of the five-year budget stabilization plan, with all remaining stabilization funds expected to be fully utilized.

Revenue assumptions include no fare structure changes – pending decision on fare analysis study, ridership projected consistent with current trends, and federal preventive maintenance funding at traditional level of \$6.8M, ADA funding at \$2.5M. State operating assistance based on FDOT projections, advertising revenue consistent with contract minimum guarantee. Interest income at conservative income projections.

Expense assumptions include wage increases consistent with Funding Partners and Board approved Union Labor Agreements, medical expense increases based on current trends, majority of the fixed route fleet will be CNG, revenue vehicle fleet replacements will be low/no emission vehicles. NeighborLink transitioning to contracted turn-key on-demand service, improve customer service through new technology. Paratransit purchase transportation costs based on current trip trends, fleet size and mix based on projected trip demands with focus on opportunities to provide more efficient service delivery.

The preliminary FY2027 budget is projected at \$228.8 million, an increase of \$11.8 million (5.5%) over FY2026. Major revenue changes include projected fare increase of \$1.1M, contract services decrease of \$500K associated with TD state contracts and decreased shuttle service, interest income decrease of \$1.85K as federal interest rates and reserve balances are expected to decrease, \$1.9M reduced federal preventive maintenance, and \$2.3M temporary increase tied to one-time local partner projects and \$500K associated with the rate per hour rate increase on contracts including Disney, ATSP, and I-Drive.

On the expense side, the major changes are \$1.8M increase in wages/benefits driven by wage adjustments; Other services increase of \$2.6M of which \$2.3M is related to an agreement with Orange County to provide support for the I-Drive area; Purchase transportation is increasing by \$6.8M; \$2.3M is tied to the contracting out of NeighborLink services on the fixed route side and \$4.5M on the paratransit side due to continued trip growth, contract pricing increases and the transitioning of customer service management.

Funding partner contributions are currently shown at 15.5% increase over prior year. To balance the preliminary FY2027 budget, \$11.1M in stabilization and reserve funds is required. To balance the budget, approximately \$3 million in additional funds beyond remaining stabilization dollars will be needed, sources of this additional funding could come from additional partner contributions, preventive maintenance, or other reserve sources.

Staff presented four funding partner contribution models (14.5%–18%). Committee members supported continuing the planned **15.5% increase** (Scenario 2) and agreed the \$3M shortfall should be covered using the 5% reserve, which remains adequate.

Staff will return next month with an action item to advance Scenario 2 to the Oversight Committee.

8. Other Business

No other business was discussed.

9. Adjourned

The meeting adjourned at 1:59 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Maurice Jones
DIRECTOR OF PROCUREMENT
Maurice Jones
Technical Contact

Phone: 407.841.2279 ext: 6057

Item Name: Authorization to Negotiate and Execute a Contract with Akerman, LLP for Federal Lobbying Services

Date: 04/16/2026

ACTION REQUESTED:

Authorization by the Board of Directors to delegate to the Chairman the authority to negotiate and execute a contract with Akerman, LLP for Federal Lobbying Services and to waive the competitive solicitation process provided for in LYNX Administrative Rule 4, Procurement and Contract Administration.

BACKGROUND:

On May 22, 2025, the LYNX Board of Directors approved authorizing staff to exercise the second option year of LYNX Contract 21-C38 and increase the not to exceed (NTE) to \$550,000. The second option year expiration date is set to expire on June 9, 2026.

There is no statutory authority that requires LYNX to competitively procure legal services. As a multi-county special district, LYNX is not subject to Section 287.057, Florida Statutes, which is the general law applicable to competitive procurements. Even if it were, Section 287.057 does not require competitive procurement of legal services. LYNX does not use federal funds to pay for its legal services, therefore federal law would not apply to the procurement of legal services.

In the absence of any legislative requirements regarding the method of awarding contracts for legal services, the Board may exercise reasonable discretion and a contract may be negotiated and awarded by any practicable method that will safeguard the public interest.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The FY2026 approved operating budget includes \$110,000 for Federal Lobbying Services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter Into a Transit Station License Agreement (TLA) with the School Board of Orange County for Bus Shelter Installation on Eastbound Oak Ridge Road Near Sadler Elementary School

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Transit Station License Agreement (TLA) with the School Board of Orange County (OCPS) for bus shelter installation on eastbound Oak Ridge Road near Sadler Elementary School. The project site includes three transit shelters and their associated amenities to be installed partially on the right-of-way and partially on OCPS property.

BACKGROUND:

In July 2025, LYNX approached the OCPS about installing bus shelters on eastbound Oak Ridge Road near Sadler Elementary School. After various correspondence, it was agreed upon to move forward with the project. On March 10, 2026, the OCPS signed this TLA, agreeing to the installation of three new bus shelters and associated amenities at a location near Sadler Elementary School. The project location is partially located on the right-of-way and partially on OCPS property. There is a fence separating school grounds from the shelters' location. This requested action is to formally consent to LYNX signing the TLA. The shelters and amenities will remain as property of LYNX.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The FY2026 Approved Capital Budget includes \$13,473,921 for the installation of new bus shelters and amenities throughout Orange County. These projects are covered with Accelerated Transportation Safety Plan (ATSP) funding.



Orange County Public Schools

DATE: March 16, 2026
TO: Sergio Ruiz, Staff Attorney III
FROM: Jeni Mirabella, REM Administrative Specialist
SUBJECT: Lynx Agreement / Sadler ES

Please see attached Transit Station License Agreement for Lynx Bus Shelter Location #2341 at Sadler ES.

I have also attached a copy of the Board Docs from the March 10, 2026 meeting.

Please have signed and returned to Real Estate Management.

Thank You,
Jeni Mirabella
Real Estate Management and Land Development
(407) 317-3954

Agenda Item Details

Meeting	Mar 10, 2026 - School Board Meeting, 5:00 PM
Category	15. Consent - Approve Legal/Audit Items
Subject	15.05 Request Approval of the Transit Station License Agreement by and Between the School Board of Orange County, Florida and Central Florida Regional Transportation Authority, d/b/a LYNX, and Authorization to Execute and Record the Transit Station License Agreement
Type	Action (Consent)
Recommended Action	Approval of the Transit Station License Agreement by and Between the School Board of Orange County, Florida and Central Florida Regional Transportation Authority, d/b/a LYNX, and Authorization to Execute and Record the Transit Station License Agreement
Goals	5. Engaged and Invested Community 4. Efficient and Fiscally Sound Operations 2. Safe and Supportive Environment 1. High Expectations for Student Mastery

BACKGROUND:

The Central Florida Regional Transportation Authority, d/b/a LYNX ("LYNX"), is proposing improvements to Bus Shelter Location #2341 as part of its Accelerated Transportation Safety Program. The existing shelter is located on property owned by the School Board of Orange County, Florida ("School Board") at Sadler Elementary School, 4000 W. Oak Ridge Road, Orlando, Florida 32809 (Parcel ID 20-29-29-5360-00-330). The shelter has been in place since at least 2007.

In order to complete the proposed improvements, LYNX requires authorization to access and utilize a portion of the School Board's property for the installation, operation, and maintenance of a public transit shelter and related amenities.

The School Board and LYNX are parties to a Transit Station License Agreement (the "Agreement"), which grants LYNX a license to enter upon the property for the limited purpose of installing, operating, and maintaining a transit station. The authorized improvements may include passenger waiting shelters, benches, trash receptacles, signage, and other amenities customarily used in LYNX's public transit system.

Pursuant to the Agreement, LYNX is responsible for all costs associated with the installation, operation, and maintenance of the transit facilities and retains ownership of the improvements. All LYNX employees, contractors, and agents accessing the property must comply with applicable law, including the Jessica Lunsford Act.

The Agreement provides the mechanism for LYNX to proceed with the proposed bus shelter improvements while ensuring that the School Board retains ownership of the underlying property and that the use remains limited to public transit purposes.

FISCAL IMPACT STATEMENT:

N/A

STUDENT DATA TO BE SHARED:

N/A

RECOMMENDED RESOLUTION:

Approval of the Transit Station License Agreement by and between the School Board of Orange County, Florida and Central Florida Regional Transportation Authority, d/b/a LYNX, and authorization to execute and record the Transit Station License Agreement

SUBMITTED AND PREPARED BY:

Harold Bordon, Chief Executive Officer, Strategy and Infrastructure
 Tamara L. Peic, MPA, Senior Administrator, Real Estate Management
 Sergio Ruiz, Staff Attorney III, Office of Legal Services
 Christopher J. Wilson, Esq., Outside Counsel

[TLA_for_Stop_2341_FINAL_CJW_signed_3.2.26.pdf \(898 KB\)](#)

Motion & Voting

Approval of the Consent Agenda

Motion by Angela Gallo, second by Vicki-Elaine Felder.

Final Resolution: Motion Carries

Yea: Teresa Jacobs, Angela Gallo, Alicia Farrant, Vicki-Elaine Felder, Melissa Byrd, Anne Douglas, Stephanie A Vanos

OCPS EEO Non-Discrimination Statement

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 West Amelia Street, Orlando, Florida 32801, attend to compliance matters: Equal Employment Opportunity (EEO) Officer & Title IX Coordinator: Keshara Cowans; ADA Coordinator: Jay Cardinali; Section 504 Coordinator: Tajuana Lee-Wenze. (407.317.3200)

TRANSIT STATION LICENSE AGREEMENT

(near SADLER ELEMENTARY SCHOOL)

LYNX AGREEMENT NUMBER _____

THIS TRANSIT STATION LICENSE AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2026 by and between SCHOOL BOARD OF ORANGE COUNTY FLORIDA (“Licensor”); and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida (“LYNX”/Licensee).

WITNESSETH

WHEREAS, LYNX operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board LYNX vehicles; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents and guests that vehicles operated by LYNX pick-up and drop-off passengers at a transit site located on its property described herein; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as a transit station for LYNX vehicles, which will provide facilities for the embarking and disembarking of passengers to and from LYNX vehicles that are safe, convenient, accessible and comfortable for passengers on LYNX vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, Licensor and LYNX hereby agree as follows:

1. **Grant of License.** Licensor hereby grants LYNX a license (the “License”) to enter upon the real property located in Orange County, Florida, more particularly described and delineated by the site plan attached hereto as **Exhibit “A”** and made a part hereof (the “Transit Site”) for the sole and limited purpose of installing, operating and repairing a public transit station, subject to all of the terms and conditions provided for herein. Licensor agrees LYNX may install and use on the Transit Site a facility for passengers of LYNX vehicles which consists of one or more trash receptacles, benches, signs, passenger waiting shelters, and such other

items as may be used by LYNX in its public transit system (collectively, the **“Transit Station”**).

2. **Installation of Transit Station by LYNX.** LYNX shall at its expense provide all the materials and labor for the construction of the Transit Station on the Transit Site. LYNX shall retain ownership of such Transit Station. The Transit Station shall be comparable to other transit stations currently used by LYNX, or as may be modified or used by LYNX from time to time. Entry upon the Property shall require that LYNX, and its employees, contractors, and agents shall comply with the Jessica Lunsford Act.

3. **Term.** This Agreement shall commence on the date first written above for a term of ten (10) years and shall, subject to the right of termination hereinafter set forth, automatically renew thereafter on a yearly basis. Notwithstanding the foregoing sentence for the term of this Agreement, this Agreement may be terminated by LYNX at any time by giving ninety (90) written days notice to the Licensor that based upon LYNX's public transit system and utilization, the Transit Station is no longer needed, and, in such case, this Agreement will terminate at the end of said ninety (90) days. Upon termination of this Agreement, LYNX shall remove the Transit Station and all of LYNX's equipment at the Transit Site and shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station. Licensor shall have the option to terminate this Agreement by providing at least one hundred and eighty (180) days advance written notice to LYNX as provided for in Section 11, Notices. The Notice shall specify the date on which the termination shall become effective. If the Licensor requests the removal of the Transit Station and any associated amenities prior to the term of ten years (10) expiring, the Licensor must pay to LYNX the depreciation costs of the asset for the remainder years left on the term to ensure that the useful life of the asset has been met to satisfy the Federal Transit Administration Grant Management Guidelines.

4. **Damage to the Transit Station.** Licensee shall be responsible for day-to-day normal and customary maintenance of the Transit Station including trash pickup. LYNX shall be responsible for repair of any damage to the Transit Station or Transit Site, except for any damage which may be caused by Licensor or its agents, in which case the repair shall be undertaken by the Licensor. Such repair will be commenced within three (3) days after Licensor is notified by LYNX, in writing, of such damage.

5. **Emergencies.** If an emergency situation arises, with respect to the Transit Site where the Transit Site or any condition thereof presents an imminent threat to the health, safety or welfare of persons or property, LYNX shall make reasonable efforts to provide telephone notice to the Licensor's Contact Person. If allowing the emergency situation to continue would pose an imminent threat to health, safety or welfare of persons or property, Licensee may undertake such limited actions as are necessary to eliminate the emergency. For the purposes of this Paragraph, Licensee's Contact Person shall be: Jennifer Hall, address: 455 N Garland Ave.,

Orlando, FL 32801; telephone number: 407-713-3191; e-mail address: jhall@golynx.com. In the event the Licensor's Contact Person or any other information pertaining to the Licensor's Contact Person shall change, such change shall be provided to the LYNX Contract Administrator.

6. **Mutual Sovereign Immunity.** The parties are aware and understand that both parties are governmental bodies created by the Florida Legislature and, as such, are entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by either party of any of its rights under said sovereign immunity. The parties acknowledge that under the principle of sovereign immunity, each party is liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided in Florida Statutes § 768.28, or such other amount as may be specified in the future through any statutory modification of said statute.
7. **Advertising.** No advertising will be permitted at the site.
8. **Security.** Licensor shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station.
9. **No Partnership.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
10. **Warranties and Representations.** Licensor does hereby represent and warrant to LYNX that as of the date of this Agreement to the best of Licensor's knowledge:
 - (a) Licensor has title to the Transit Site, and the legal description attached hereto is correct and accurate.
 - (b) There are no encumbrances on the Transit Site that could adversely affect the License or the Transit Station.
 - (c) Upon request by LYNX, Licensor shall furnish current title evidence to LYNX.
11. **Notices.** Any notice, request, demand, approval, consent or other communication which Licensor or LYNX may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor: School Board of Orange County
445 West Amelia Street
Orlando, FL 32801

Attention: Real Estate Director
Telephone No: 407-317-3700 ext. 2025906

If to LYNX: LYNX
455 North Garland Avenue
Orlando, Florida 32801-1518
Attention: Chief Financial Officer
Telephone No: 407.841.2279

Jennifer Hall/Senior Project Manager
Email address: jhall@golynx.com

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; or (iii) the date delivered by overnight courier with confirmation of delivery required.

12. **Miscellaneous.**

- (a) **Status of License.** Although this Agreement is denominated as a “license”, it is deemed to be irrevocable by the Licensor and therefore is in the nature of an easement granting to LYNX the right to use the Transit Site.
- (b) **Recording.** Within ten (10) days of full execution hereof, LYNX shall, at the expense of the Licensee, record this Transit Station License Agreement in the Public Records of Orange County and a recorded copy thereof shall be filed with the Senior Staff Attorney and the Office of the Chief Executive Officer, or designee.
- (c) **Authorization.** Each of Licensor and LYNX hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or LYNX, respectively.
- (d) **Choice of Law; Venue.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted in accordance with the

laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

- (e) **Attorneys Fees.** In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.
 - (f) **Time of the Essence.** Time is of the essence of this Agreement.
 - (g) **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.
 - (h) **Interpretation of Agreement.** This Agreement shall be interpreted without giving effect to which party may have drafted this Agreement.
13. **Complete Agreement.** This Agreement constitutes the complete agreement between the parties as to the matters set forth herein and may not be amended or modified except in a writing signed by the party to be charged. The foregoing provision itself may not be modified orally; specifically, the parties are aware and understand that LYNX, as a public body is only bound by agreements actually signed by the proper authorized persons on behalf of LYNX. No person with LYNX has any “apparent authority”.

[Signatures Begin on Following Page]

AGREED TO by the parties hereto as of the date first above written.

Signed and sealed in the presence of:

“LICENSOR”
THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and
political subdivision of the State of Florida

Cynthia Gomez
Print Name: Cynthia Gomez
Address: 445 W. Amelia St.

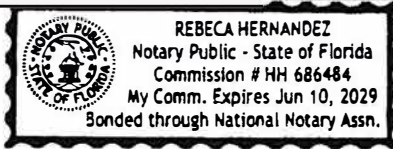
By: Teresa Jacobs
Teresa Jacobs, Chair

Martha Cuatrecasas
Print Name: Martha Cuatrecasas
Address: 445 W. Amelia St.

Date: March 23, 2026

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 23 day of March, 2026, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.



Rebeca Hernandez


AFFIX NOTARY STAMP


NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No.: HH686484
Expires: 06/10/29

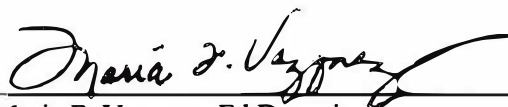
[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Signed and sealed in the presence of:


Print Name: Ruth Camacho
Address: 445 W Amelia Street

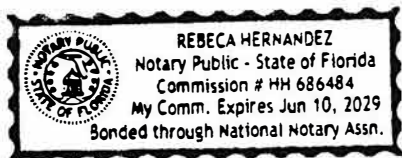

Print Name: Marim Gutierrez
Address: 445 W. Amelia St.

Attest: 
Maria F. Vazquez, Ed.D., as its Secretary and Superintendent

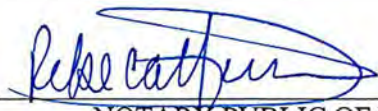
Dated: March 23, 2026

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)


The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 23 day of March, 2026, by Maria F. Vazquez as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

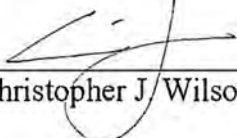

NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No.: HH686484
Expires: 06/10/29

Reviewed and approved by Orange County Public School's Chief Facilities Officer

Signed by:

4CBFE078BEBD4AD
Harold Border, Ed. D
Chief Executive Officer, Strategy and Infrastructure

Date: 3/2/2026, 2026

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

By: 
Christopher J. Wilson, Esq.

Date: 3/2/2026

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

(Signature of Witness)

(Name of Witness)

(Address)

(Signature of Witness)

(Name of Witness)

(Address)

By: _____

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

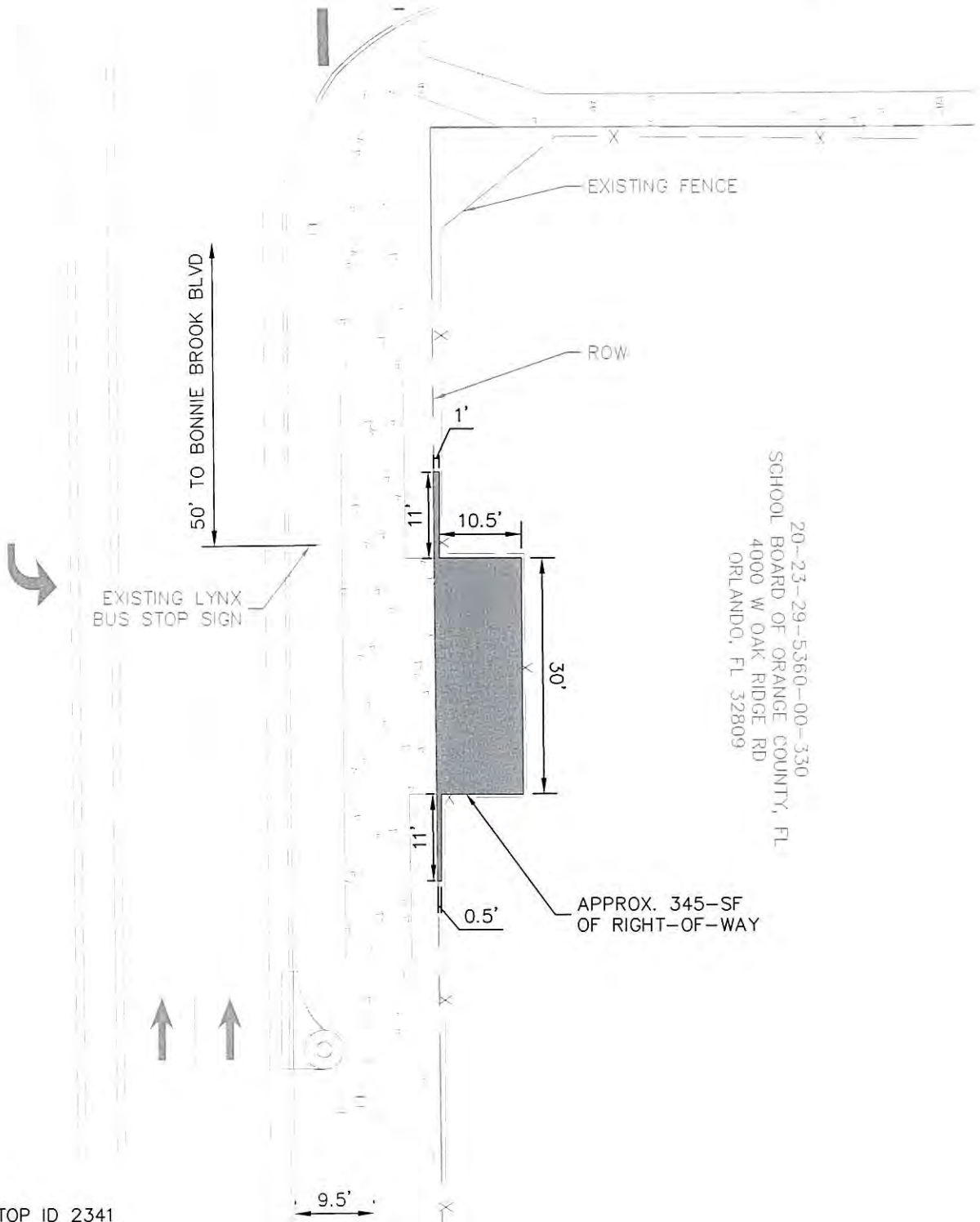
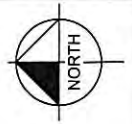
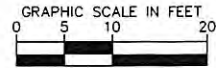
Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

Date: _____

As to “LYNX”

Exhibit "A"



20-23-29-5360-00-330
 SCHOOL BOARD OF ORANGE COUNTY, FL
 4000 W OAK RIDGE RD
 ORLANDO, FL 32809

NOTE:

LYNX STOP ID 2341
 OAK RIDGE RD &
 BONNIE BROOK BLVD
 TRANSIT LICENSE
 AGREEMENT (TLA)

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Always call 811 two full business days before you dig to have underground utilities located and marked.



SCALE	AS NOTED
DESIGNED BY	MRW
DRAWN BY	GCZ
CHECKED BY	MRW

Kimley»Horn
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.
 200 S Orange Ave. Suite 600, Orlando FL 32801
 PHONE (407) 898-1511
 WWW.KIMLEY-HORN.COM CA 0000696

DATE	8/18/2025
PROJECT NO.	149742211



PROPOSED LYNX SHELTER
 SHELTER ID NO. 2341
 OAK RIDGE RD & BONNIE BROOK
 BLVD (EB)
 ORLANDO, FLORIDA

DESIGN ENGINEER:	MICHAEL R. WOODWARD, P.E.
FLORIDA P.E. LICENSE NUMBER:	FL PE NO. 70009

SHEET NUMBER	TLA
--------------	-----

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into a Transit Station License Agreement (TLA) with TGA SMI Verve Orlando, LLC for Bus Shelter Installation on Northbound Alafaya Trail and Science Drive

Date: 04/16/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Transit Station License Agreement (TLA) with TGA SMI Verve Orlando, LLC for bus shelter installation on northbound Alafaya Trail and Science Drive. The project site includes one transit shelter and its associated amenities to be installed partially on the right-of-way and partially on TGA SMI Verve Orlando, LLC property.

BACKGROUND:

In December 2024, LYNX approached TGA SMI Verve Orlando, LLC about installing a bus shelter on northbound Alafaya Trail and Science Drive. After various correspondence, it was agreed upon to move forward with the project. On March 24, 2026, TGA SMI Verve Orlando, LLC signed the TLA, agreeing to the installation of one new bus shelter and associated amenities at a location near the University of Central Florida. The project location is partially located on the right-of-way and partially on TGA SMI Verve Orlando, LLC property. This requested action is to formally consent to LYNX signing the TLA. The shelters and amenities will remain as property of LYNX.

LYNX Finance & Audit Committee Agenda

FISCAL IMPACT:

The FY2026 Approved Capital Budget includes \$13,473,921 for the installation of new bus shelters and amenities throughout Orange County. These projects are covered with Accelerated Transportation Safety Plan (ATSP) funding.

TRANSIT STATION LICENSE AGREEMENT

LYNX AGREEMENT NUMBER _____

THIS TRANSIT STATION LICENSE AGREEMENT (this “Agreement”) is entered into as of this _____ day of March, 2026 by and between TGA SMI VERVE ORLANDO OWNER LLC (“Licensor”);
and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY,
d/b/a LYNX, a body politic and corporate, created by Part II, Chapter 343,
Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida
 (“LYNX”/Licensee).

WITNESSETH

WHEREAS, LYNX operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board LYNX vehicles; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents and guests that vehicles operated by LYNX pick-up and drop-off passengers at a transit site located on its property described herein; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as a transit station for LYNX vehicles, which will provide facilities for the embarking and disembarking of passengers to and from LYNX vehicles that are safe, convenient, accessible and comfortable for passengers on LYNX vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, Licensor and LYNX hereby agree as follows:

1. **Grant of License.** Licensor hereby grants LYNX a license (the “License”) to enter upon the real property located in Orlando, Florida, more particularly described and delineated by the site plan attached hereto as **Exhibit “A”** and made a part hereof (the “**Transit Site**”) for the sole and limited purpose of installing, operating and repairing a public transit station, subject to all of the terms and conditions provided for herein. Licensor agrees LYNX may install and use on the Transit Site a facility for passengers of LYNX vehicles which consists of one trash receptacle, bench, sign, passenger waiting shelter, and such other items as may be used by LYNX in its public transit system (collectively, the “**Transit Station**”).

2. **Installation of Transit Station by LYNX.** LYNX shall at its expense provide all the materials and labor for the construction of the Transit Station on the Transit Site. LYNX shall retain ownership of such Transit Station. The Transit Station shall be comparable to other transit stations currently used by LYNX or as may be modified or used by LYNX from time to time.

3. **Term.** This Agreement shall commence on the date first written above for a term of ten (10) years and shall, subject to the right of termination hereinafter set forth, automatically renew thereafter on a yearly basis. Notwithstanding the foregoing sentence for the term of this Agreement, this Agreement may be terminated by LYNX at any time by giving ninety (90) written days notice to the Licensor that based upon LYNX's public transit system and utilization, the Transit Station is no longer needed, and, in such case, this Agreement will terminate at the end of said ninety (90) days. Upon termination of this Agreement, LYNX shall remove the Transit Station and all of LYNX's equipment at the Transit Site and shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station. Licensor shall have the option to terminate this Agreement by providing at least one hundred and eighty (180) days advance written notice to LYNX as provided for in Section 11, Notices. The Notice shall specify the date on which the termination shall become effective. If the Licensor requests the removal of the Transit Station and any associated amenities prior to the term of ten years (10) expiring, the Licensor must pay to LYNX the depreciation costs of the asset for the remainder years left on the term to ensure that the useful life of the asset has been met to satisfy the Federal Transit Administration Grant Management Guidelines.

4. **Damage to the Transit Station.** Licensee shall be responsible for day-to-day normal and customary maintenance of the Transit Station including weekly trash pickup and monthly pressure washing. LYNX shall be responsible for repair of any damage to the Transit Station or Transit Site, except for any damage which may be caused by Licensor or its agents, in which case the repair shall be undertaken by the Licensor. The responsible party will commence minor or routine repairs within fifteen (15) business days after receiving notice from the other party, in writing, of such damage.

5. **Emergencies.** If an emergency situation arises, with respect to the Transit Site, where the Transit Site or any condition thereof presents an imminent threat to the health, safety or welfare of persons or property, LYNX shall make reasonable efforts to provide telephone notice to the Licensor's Contact Person. If allowing the emergency situation to continue would pose an imminent threat to health, safety or welfare of persons or property, Licensee may undertake such limited actions as are necessary to eliminate the emergency. For the purposes of this Paragraph, Licensee's Contact Person shall be: (Jennifer Hall, address: 455 N Garland Ave., Orlando, FL 32801; telephone number: 407-713-3191; e-mail address: jhall@golynx.com. In the event the Licensor's Contact Person or any other information pertaining to the Licensor's Contact Person shall change, such change shall be provided to the LYNX Contract Administrator.

6. **Sovereign Immunity.** The parties are aware and understand that the LYNX is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by the LYNX of any of its rights under said sovereign immunity. Licensor acknowledges that under the principle of sovereign immunity, LYNX is liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided in Florida Statutes § 768.28, or such other amount as may be specified in the future through any statutory modification of said statute.

7. **Advertising.** LYNX may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the LYNX system on the exterior or interior of the Transit Station.

8. **Security.** Licensor shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station.

9. **No Partnership.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10. **Warranties and Representations.** Except for matters of record, Licensor does hereby represent and warrant to LYNX that as of the date of this Agreement to the best of Licensor's knowledge:

(a) Licensor has title to the Transit Site, and the legal description attached hereto is correct and accurate.

(b) There are no encumbrances on the Transit Site that could adversely affect the License or the Transit Station.

(c) Upon request by LYNX, Licensor shall furnish current title evidence to LYNX.

11. **Notices.** Any notice, request, demand, approval, consent or other communication which Licensor or LYNX may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor:

TGA SMI VERVE ORLANDO OWNER LLC
c/o Subtext Living
3000 LOCUST ST
SAINT LOUIS, MO 63103
Attention: Timothy VanMatre and Marina Malomud
Email Address: tim@subtextliving.com and
mmalomud@subtextliving.com

If to LYNX:

LYNX
455 North Garland Avenue Orlando, Florida
32801-1518 Attention: Chief Financial Officer
Telephone No: 407.841.2279
Attention: Jennifer Hall/Senior Project Managers
Email address: jhall@golynx.com

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; or (iii) the date delivered by overnight courier with confirmation of delivery required.

12. **Miscellaneous.**

(a) **Status of License.** Although this Agreement is denominated as a “license”, it is granting to LYNX the right to use the Transit Site. This License is personal to LYNX, shall not constitute a dedication of the Transit Site to public use, and shall terminate upon termination of this Agreement.

(b) **Authorization.** Each of Licensor and LYNX hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or LYNX, respectively.

(c) **Choice of Law. Venue.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

(d) **Attorneys Fees.** In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

(e) **Assignment.** This Agreement may be assigned by Licensor upon providing Licensee with at least thirty (30) business days prior notice of such assignment, which shall include the name and contact information of such new licensor. Provided that Licensor has complied with the foregoing, Licensee’s consent shall not be required for any such assignment of this License.

(f) **Time of the Essence.** Time is of the essence of this Agreement.

(g) **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

(h) **Interpretation of Agreement.** This Agreement shall be interpreted without giving effect to which party may have drafted this Agreement.

13. **Complete Agreement.** This Agreement constitutes the complete agreement between the parties as to the matters set forth herein and may not be amended or modified except in a writing signed by the party to be charged. The foregoing provision itself may not be

{0 1527013;3}

modified orally; specifically, the parties are aware and understand that LYNX, as a public body is only bound by agreements actually signed by the proper authorized persons on behalf of LYNX. No person with LYNX has any “apparent authority”.

[Signatures Begin on Following Page]

AGREED TO by the parties hereto as of the date first above written.

Signed, sealed and delivered
in the presence of:

“LICENSOR”

Reylan Saut
(Signature of Witness)

By: [Signature]
(Signature of Authorized Official)

Sean [Signature]
(Name of Witness)

Brandt Stiles, Authorized Signatory
(Print Name and Title of Person Signing)

John T. [Signature]
(Signature of Witness)

Date: 3/24/2026

Janice [Signature]
(Name of Witness)

As to “Licensor”

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

(Signature of Witness)

By: _____

Name: _____

(Name of Witness)

Title: _____

(Signature of Witness)

Date: _____

(Name of Witness)

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

As to "LYNX"

Exhibit "A"



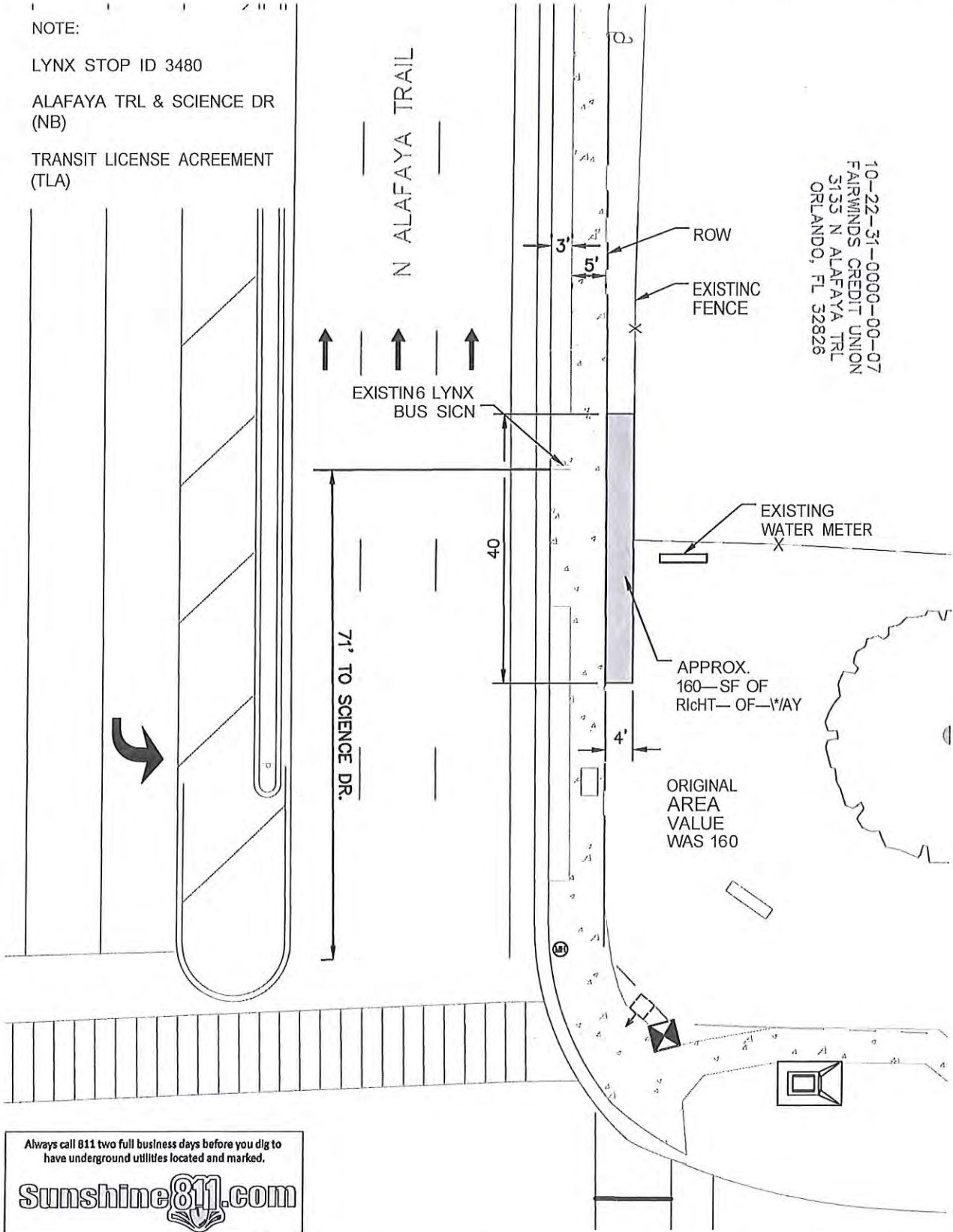
NOTE:

LYNX STOP ID 3480

ALAFAYA TRL & SCIENCE DR
(NB)

TRANSIT LICENSE AGREEMENT
(TLA)

10-22-31-0000-00-07
FAIRMINDS CREDIT UNION
5135 N ALAFAYA TRL
ORLANDO, FL 32826



Always call 811 two full business days before you dig to have underground utilities located and marked.



SCALE AS NOTED	Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 189 S Orange Ave. Suite 1000, Orlando, FL 32801 PHONE (407) 809-1511 WWW.KIMLEY-HORN.COM CA 0000698	DATE	LYNX® CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY	PROPOSED LYNX SHELTER SHELTER ID NO. 3480 ALAFAYA TRL & SCIENCE DR (NB) ORANGE COUNTY, FLORIDA	DESIGN ENGINEER:	SHEET NUMBER
DESIGNED BY MRW		1E/0P/2024			FLORIDA P.E. LICENSE NUMBER:	
CHECKED BY MRW		PROJECT NO.			FL PE N° 70009	

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. iii

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into a Memorandum of Agreement (MOA) with Orange County for Tangelo Park Transit Shelter Contributions Including Four Transit Shelters/Amenities and Eight Additional Trash Receptacles at Nearby Bus Stops for a Total Contribution Amount of \$268,000

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Memorandum of Agreement (MOA) with Orange County for Tangelo Park Transit Shelter Contributions including four transit shelters/amenities and eight additional trash receptacles at nearby bus stops for a total contribution amount of \$268,000.

BACKGROUND:

In June 2025, Orange County approached LYNX staff about replacing the existing bus shelters in Tangelo Park. After a couple of meetings and various correspondence, it was decided to remove the four old Spencer shelters and replace them with new Tolar shelters. Orange County also identified eight trash receptacles they wanted to replace at nearby bus stops. On March 10, 2026, Orange County signed this Memorandum of Agreement for the full expected cost of removing the four old shelters, installing four new shelters and their amenities, as well as installing eight new trash receptacles at nearby bus stops. This requested action is to formally consent to LYNX signing the memorandum of agreement.

LYNX provided an estimate of \$318,489 which is expected to cover the cost of the engineering, shelter and amenity manufacturing, and site construction for all four shelter sites and eight trash receptacle installations. LYNX has agreed to discount the total shelter contribution amount by \$51,300, the amount LYNX previously planned to expend on shelter refurbishment. The

LYNX Finance & Audit mmittee Agenda

maximum shelter contribution amount is \$268,000. The Memorandum of Agreement was written for that amount. The shelters and amenities will remain as property of LYNX.

FISCAL IMPACT:

There is \$51,300 in the FY2026 Capital Budget for rehab of shelters. There is no additional fiscal impact for LYNX for this Memorandum of Agreement with Orange County. LYNX will be reimbursed \$268,000 by Orange County as per the Memorandum of Agreement (MOA) for any expenses incurred.

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: March 10, 2026

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
D/B/A LYNX

for

TANGELO PARK TRANSIT FACILITIES CONTRIBUTION

84802521;4

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
D/B/A LYNX

for

TANGELO PARK TRANSIT FACILITIES CONTRIBUTION

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTRAL FLORIDA REGIONAL TRANSIT AUTHORITY
d/b/a LYNX

for

TANGELO PARK TRANSIT FACILITIES CONTRIBUTION

This Memorandum of Agreement (“Agreement”) is made and entered into by and between **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX**, a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes (hereinafter referred to as “**LYNX**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as “**COUNTY**”).

RECITALS:

WHEREAS, **LYNX** operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, **LYNX** installs transit shelters along its routes for the comfort and convenience of its passengers; and

WHEREAS, the **COUNTY** is requesting transit improvements be made at or near Tangelo Park (“Neighborhood”) and desires that **LYNX** construct four new transit shelters and associated amenities (“Transit Shelters”) and install eight additional trash receptacles (“Receptacles”) and together with the Transit Shelters, the “Transit Facilities”) in the public right of way, as identified on Exhibit “A” (the “Location of Transit Facilities”), attached hereto and incorporated herein by reference, for the benefit of persons utilizing public transit to travel to and from the Neighborhood; and

WHEREAS, the **COUNTY** is willing to fund the costs, including design, permitting, engineering, shelter manufacture and construction, of constructing the Transit Facilities at neighboring bus stops (collectively, the “Tangelo Park Transit Project”), which costs are estimated to be Three Hundred Eighteen Thousand Four Hundred Eighty-eight and 26/100 Dollars (\$318,488.26) in total. **LYNX** has agreed to discount the total shelter contribution amount by Fifty-one Thousand Three Hundred and 00/100

Dollars (\$51,300.00), the amount LYNX previously planned to expend on shelter refurbishment. The revised total is Two Hundred Sixty-seven Thousand, One hundred Eighty-eight and 26/100 Dollars (\$267,188.26) (the "Contribution Amount").

NOW, THEREFORE, in consideration of the above recitals, the mutual terms, conditions, and covenants hereinafter set forth, **COUNTY** and **LYNX** agree as follows:

Section 1-CONTRIBUTION

- 1.1 **COUNTY** agrees to pay **LYNX** the Contribution Amount, which the parties agree will fully compensate **LYNX** for all costs of the Tangelo Park Transit Project. The Contribution Amount shall be paid by **COUNTY** to **LYNX** within 45 business days following the effective date of this Agreement.
- 1.2 **Maximum County Contribution Amount.** The maximum **County** contribution amount to **LYNX** is Two Hundred Sixty-seven Thousand, One hundred Eighty-eight and 26/100 Dollars (\$267,188.26) (the "Maximum County Contribution"). The Maximum County Contribution will remain fixed and shall not be increased without the parties executing an amendment to this Agreement.

Section 2- INSTALLATION OF TRANSIT FACILITIES BY LYNX

- 2.1 **LYNX** shall have the sole responsibility and discretion for the design, permitting, engineering, and construction of the Transit Facilities, provided that the Transit Facilities shall be substantially in the locations depicted on Exhibit "A." **LYNX** shall be solely responsible for running the procurement process for, and entering into contracts regarding, all necessary construction-related goods and services to be used by **LYNX's** contractor including, but not limited to, structural and civil engineering specifications. It is currently contemplated that the Transit Shelters shall be built to a similar design as set forth on Exhibit "B," although **LYNX** may, in its sole discretion, modify such specifications as necessary for permitting and other considerations.
- 2.2 **LYNX** shall use the Contribution Amount solely for the purposes set forth herein, specifically, for the Tangelo Park Transit Project, in accordance with the terms hereof. In the event **LYNX** uses the Contribution Amount for anything other than the Tangelo Park Transit Project, or if the Tangelo Park Transit Project is not completed within eighteen (18) months from the effective date of this Agreement, **LYNX** agrees it shall reimburse the **COUNTY** the Contribution Amount within thirty (30) calendar days from receipt of a notice from **COUNTY** demanding such reimbursement.

Section 3 – OWNERSHIP; OPERATION; MAINTENANCE

- 3.1 The Transit Facilities shall at all times remain the property of **LYNX**. The parties agree that **LYNX** will be solely responsible for all operation and maintenance of the Transit Facilities and that such Transit Facilities will be maintained and kept in a clean and orderly condition. Without limitation to the foregoing, **LYNX** will be responsible for cleaning, raking and disposing of cigarette butts, litter, and other debris, removing abandoned shopping carts and other large abandoned items, and trimming and maintaining all vegetation that is part of the Transit Facilities in a manner that is both attractive and safe, in each case not less than weekly or more frequently if needed, as well as regular pest control and the prompt repair of all structural damage, broken glass, graffiti, and broken lights. The foregoing notwithstanding, **COUNTY** shall be responsible for damage caused by **COUNTY** and/or its agents. In the event any of the Transit Facilities fall below the required standards, **COUNTY** shall have the right to request that **LYNX** bring such Transit Facility back up to such standard within thirty (30) days of receipt of notice from **COUNTY** of same. In the event the maintenance activities take longer than 30 days, **LYNX** will inform the **COUNTY** of the expected timeline.

Section 4- SOVEREIGN IMMUNITY

- 4.1 **LYNX** and **COUNTY** are governmental entities and, as such, are entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by **LYNX** or **COUNTY** of any of its respective rights under said sovereign immunity.

Section 5 – REMOVAL AND RELOCATION

- 5.1 **COUNTY** shall be responsible for the full cost and expense of removal or relocation of any Transit Facilities made at the request of **COUNTY**.

Section 6 – NO PARTNERSHIP

- 6.1 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 7 – NOTICES

7.1 Any notice, request, demand, approval, consent, or other communication which **LYNX** or **COUNTY** may be required or permitted to give to the other party shall be in writing and shall be emailed, mailed, or hand delivered to the other party at the addresses set forth below:

LYNX

Jennifer Hall, Senior Project Manager
455 North Garland Avenue
Orlando, FL 32801-1518
E-mail : jhall@golynx.com

With copy to:

LYNX

Carrie L. Sarver, Esq., B.C.S.
455 North Garland Avenue
Orlando, FL 32801-1518
E-mail : csarver@golynx.com

COUNTY:

Kurt N. Petersen, Director
Orange County Office of Management and Budget
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801
E-mail: Kurt.Petersen@ocfl.net

With copy to:

DIVISION:

Raymond Williams, Manager, Engineering
Public Works Department
4200 S. John Young Parkway
Orlando, Florida 32839
E-mail: Raymond.Williams@ocfl.net

Krista Taraszewski
International Drive CRA Project Manager
Planning, Environmental and Developmental Services Department
2450 33rd Street
Orlando, FL 32839
Email : Krista.taraszewski@ocfl.net

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of

the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; (iii) the date delivered by overnight courier with confirmation of delivery required, or (iv) if delivered via email, upon receipt.

Section 8 – MISCELLANEOUS

- 8.1 **Authorization:** COUNTY and LYNX hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of COUNTY or LYNX, respectively.
- 8.2 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.
- 8.3 **Choice of Law; Venue:** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.
- 8.4 **Attorney Fees:** In connection with any legal proceedings arising out of this Agreement, each party shall be responsible for its own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy, or appellate proceedings.
- 8.5 **Effective Date.** This Agreement shall become effective upon the last of the signatures of the parties hereto.
- 8.6 **Time of Essence:** Time is of the essence of this Agreement.
- 8.7 **Severability:** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.
- 8.8 **Interpretation of Agreement:** This Agreement shall be interpreted without giving effect to which party may have drafted this Agreement.
- 8.9 **Complete Agreement:** This Agreement constitutes complete agreement between the parties as to the matters set forth herein and may not be amended or modified except in a writing signed by both parties. The foregoing provision itself may not be modified orally, and the parties hereto shall not be entitled to rely

upon any statement, promise, or representation not herein expressed; specifically, the parties are aware and understand that **LYNX and COUNTY**, as public bodies are only bound by agreements actually signed by the proper authorized persons on their respective behalf. No person with **LYNX or COUNTY** has any “apparent authority.”

- 8.10 **Disclaimer of Third-Party Beneficiaries:** This Agreement is solely for the benefit of the **COUNTY and LYNX** and no right or cause of action shall accrue to or for the benefit of any third party.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the authorized signatories named below have executed this Memorandum of Agreement on behalf of the parties as of the effective date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *10 March 2026*

Attest: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Printed name: *Jennifer Lara-Klimetz*

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

Reviewed as to Form:

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

Exhibit "A"

Location of Transit Facilities

Anticipated locations of the Transit Shelters are indicated below by circles ○; squares □ indicate the approximate location of additional Receptacles. The actual location of the Transit Facilities will be subject to permitting, ground conditions, and other considerations.

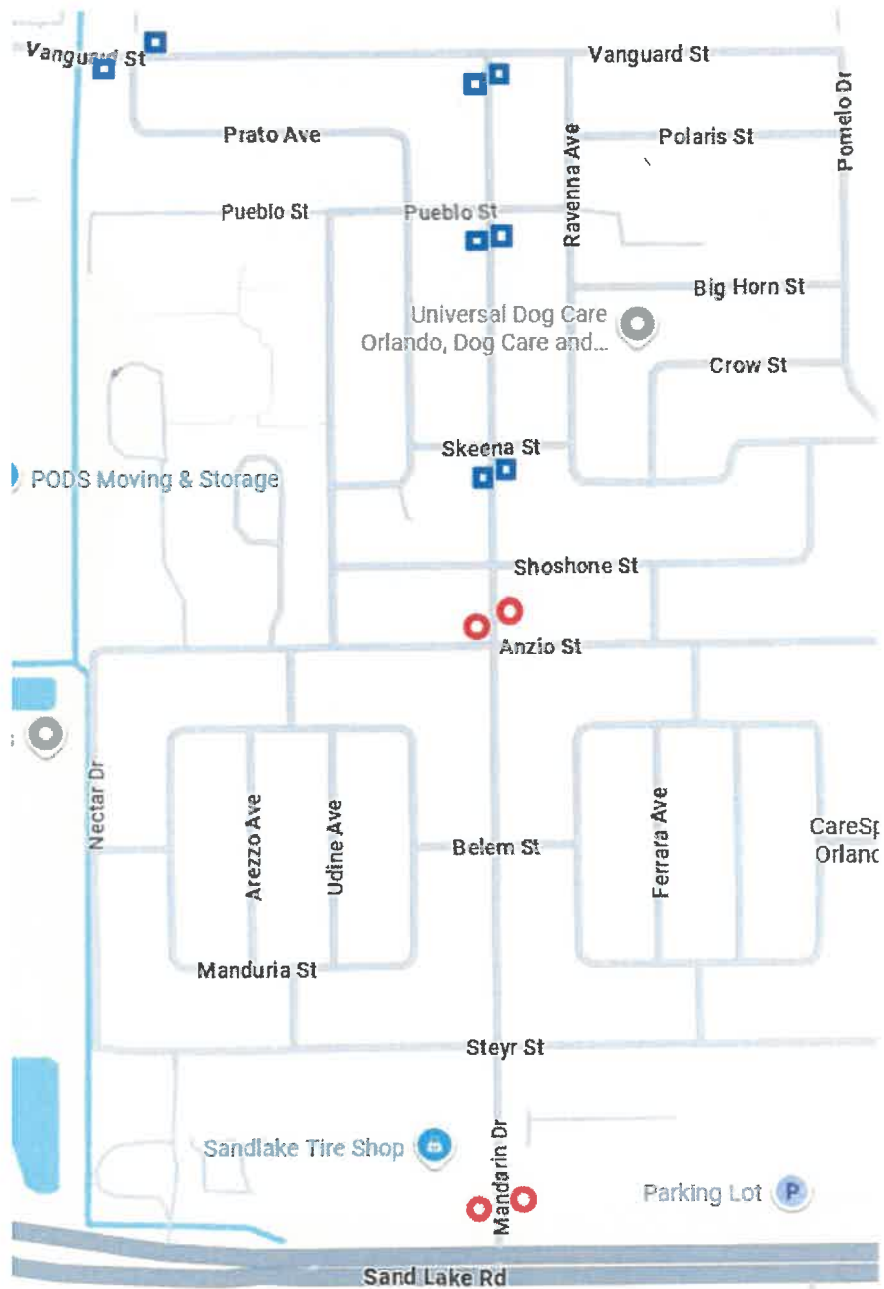


Exhibit "B"

Shelter Design

Actual design is planned to have a perforated steel screen attached on either side, in between the shelter's legs, as requested by the CRA. Two of the sites are planned to have a 6'x13' shelter as pictured below. The other two sites are planned to have a 6'x9' shelter. All shelters will be designed in a custom RAL-8025 "Pale Brown" color.



LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. iv

To: LYNX Finance & Audit Committee

From: Michelle Daley
DIRECTOR OF FINANCE
Holly Zeszutko
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Dispose of Lost and Found Items

Date: 04/16/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer, discard, donate, recycle or sell at public auctions, surplus Lost and Found items such as handbags, books, phones, backpacks, etc.

BACKGROUND:

LYNX makes a reasonable attempt to find the rightful owner of any lost or abandoned property patrons leaves on its buses and our facilities. If the articles are unclaimed after a 90-day holding period, the articles become property of LYNX per Chapter 705, Florida Statutes (1996).

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus assets. Prior to being auctioned, all electronic devices and cell phones are deleted or erased of personal data by the Auctioneer per contract. Electronic devices and cell phones which cannot be deleted or erased are recycled and shredded by the auctioneer in accordance with all local, state and federal regulations at no cost to LYNX.

See below for a summary of the Lost and Found Articles. A detailed list of the items being auctioned is available upon request.

LYNX Finance & Audit Committee Agenda

Lost and Found Articles

ARTICLE DESCRIPTION	COUNT
BAG/BACKPACK/PURSE/WALLET	208
BICYCLE	63
BLANKET	5
BOOK/PLANNER	22
CANE/WALKER/WHEELCHAIR	9
CASE/BINDER/POUCH	19
CD/DVD/GAME	3
CELLPHONE	136
CLOTHING/FOOTWEAR/HAT	77
COLOGNE	1
ELECTRONIC DEVICE	68
GLASSES	59
JEWELRY/WATCHES	22
LOCK	1
LUGGAGE	5
LUNCH BAG/MUG/THERMOS	29
METAL LOCK BOX	1
SPORTS EQUIPMENT	5
STROLLER	1
TOOL	4
UMBRELLA	10
Grand Total	748

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2026 non-operating revenue.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. v

To: LYNX Finance & Audit Committee

From: Maurice Jones
DIRECTOR OF PROCUREMENT
Maurice Jones
Technical Contact

Phone: 407.841.2279 ext: 6057

Item Name: Authorization to Execute a Lease Agreement with Eat My Gritz, LLC for Retail Space at LYNX Central Station (LCS)

Date: 04/16/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to execute a lease agreement with Eat My Gritz, LLC for Retail Space at LYNX Central Station for an initial ten (10) year term with two (2), five (5) year renewal options. The projected annual revenue for the first year is \$65,000 and expected to remain consistent throughout the initial lease term.

BACKGROUND:

In September 2005, the LYNX Board of Directors authorized staff to enter into a lease agreement with Champs French Bakery of Orlando, LLC to operate a restaurant on the ground floor of LYNX Central Station (LCS). This space has always been intended for restaurant or food service use. Champs vacated the premises on May 31, 2025.

In September 2024, LYNX engaged Realvest Equity Partners, LLC d/b/a NAI Realvest to market the space publicly. Several businesses expressed interest during this process, and NAI Realvest ultimately recommended Eat My Gritz, LLC as a qualified tenant. All capital improvements associated with the leased premises shall be the sole responsibility of the tenant.

Staff has since been working with LYNX General Counsel to develop the lease agreement and concurrently submitted a draft to the Federal Transit Administration (FTA) for review and concurrence, as LCS remains subject to federal interest.

LYNX Finance & Audit Committee Agenda

The FTA has since responded and advised that, pursuant to the requirements of FTA Circular 5010.1F, formal FTA concurrence is not required for this lease. The FTA also expressed appreciation for LYNX's proactive submission and coordination.

FISCAL IMPACT:

The Approved FY2026 Operating Budget includes \$28,680 for rental income and utilities associated with the retail space at LYNX Central Station (LCS).

LYNX Finance & Audit Committee Agenda

Action Item #6.A

To: LYNX Finance & Audit Committee

From: Michelle Daley
DIRECTOR OF FINANCE
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Amend the Shingle Creek Transit and Utility Community Development District (CDD) Bus Service Agreement for FY2026

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Finance & Audit Committee's authorization for the Chief Executive Officer (CEO) or designee to approve advancing the First Amendment to the Bus Service Agreement with the Shingle Creek Transit and Utility Community Development District (CDD) for Fiscal Year 2026 to the Board of Directors for approval. This amendment decreases the FY2026 Operating Budget by \$166,060.

BACKGROUND:

The Bus Service Agreement between LYNX and the Shingle Creek Transit and Utility Community Development District (CDD) was approved by the LYNX Board of Directors on October 1, 2025, for Fiscal Year 2026. The agreement provides for the operation of Link 311 service within the Shingle Creek Service Area. The approved agreement included 5,236 annual service hours for Fiscal Year 2026 (October 1, 2025 through September 30, 2026).

Effective April 26, 2026, service modifications will be implemented to Link 311 to reflect changes in operational needs within the service area. These modifications include the discontinuation of service to the Helios Grand Hotel and a reduction in trips to the Epic Universe bus loop. As a result of these service adjustments, total annual service hours for Fiscal Year 2026 are reduced from 5,236 hours to 3,759 hours.

LYNX Finance & Audit mmittee Agenda

The proposed First Amendment to the Bus Service Agreement updates Exhibit “B” (Description and Schedule of Bus Route(s)) to reflect the revised service levels and Exhibit “C” (Cost of Bus Service) to reflect the pro-rated funding associated with the revised service hours.

A copy of the proposed First Amendment to the Bus Service Agreement between LYNX and the Shingle Creek CDD for the remainder of Fiscal Year 2026 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 Agreement to be executed more efficiently following final review. Non-substantive changes will be permitted to the Agreement by way of Addendum provided that said changes are not materially adverse to LYNX.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$588,684 as Local Revenue. This agreement will decrease the revenue to \$422,624. This change will be included with a mid-year budget amendment.

**FIRST AMENDMENT TO
BUS SERVICE AGREEMENT NO. 26-C003**

By and Between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY**

(D/B/A LYNX)

and

SHINGLE CREEK TRANSIT AND UTILITY

COMMUNITY DEVELOPMENT DISTRICT

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT ("Amendment"), entered into this ____ day of _____, 2026, by and between the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX ("LYNX")**, and the **SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT DISTRICT ("CDD")** (collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into Bus Service Agreement No. 26-C003 dated October 1, 2025 (the "Agreement"), pursuant to which LYNX agreed to provide Link 311 bus service within the Service Area; and

WHEREAS, the Agreement provided for 5,236 annual service hours for Fiscal Year 2026 (October 1, 2025 through September 30, 2026); and

WHEREAS, the Parties now desire to amend the Agreement to reflect a reduction in service hours for Link 311 beginning April 26, 2026; and

WHEREAS, the revised total service hours for Fiscal Year 2026 shall be 3,759 hours;

WHEREAS, the Parties find that this Amendment serves a valid public purpose and is in the best interest of the residents within the Service Area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Amendment to Exhibit "B". Exhibit "B" (Description and Schedule of Bus Route(s)) to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto and incorporated herein by reference.

3. Amendment to Exhibit "C". Exhibit "C" (Cost of Bus Service) to the Agreement is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto and incorporated herein by reference.

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 or 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. Full Force and Effect. Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the **Parties** 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**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

This Agreement is approved as to form and reliance only by LYNX and for no other person and for no other purpose.

**AKERMAN LLP,
Counsel for LYNX**

By: _____

Name: James F. Goldsmith

Date: _____

[Signatures appear on following page]

IN WITNESS WHEREOF, the **Parties** 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.

**CDD: SHINGLE CREEK TRANSIT
AND UTILITY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: Bradley Goeb
Title: Chairman, Board of Supervisors

ATTEST:

By: _____

Name: Jennifer Walden
Title: Assistant Secretary

Date: _____

EXHIBIT "A"

REVISED ROUTE MAP – LINK 311

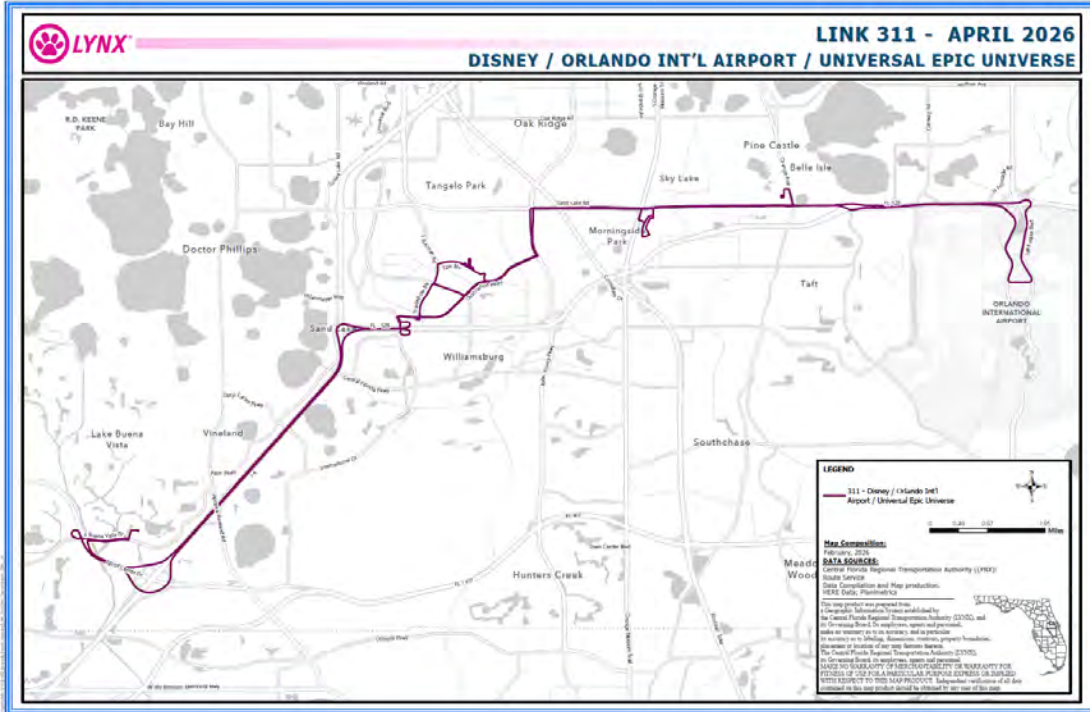


EXHIBIT "B"

DESCRIPTION AND SCHEDULE OF BUS ROUTE(S)

Service Level Prior to April 26, 2026 (2,968 Hours)

Route	Days of Service	Times of Service	Stops
Link 311: Disney/Orlando International Airport/Epic Universe	Monday–Sunday & Holidays	Departs 5:05 AM – 11:25 PM approximately every half hour daily between Disney Springs Transfer Center and Orlando International Airport.	Includes service to Helios Grand Hotel and Epic Universe bus loop, along with all other previously designated stops.

Revised Service Level Beginning April 26, 2026 (791 Hours)

Route	Days of Service	Times of Service	Stops
Link 311: Disney/Orlando International Airport/Epic Universe	Weekdays; Saturday/Sunday & Holidays	Weekdays: Departs 4:50 AM – 11:17 PM between Disney Springs Transfer Center and Orlando International Airport. Saturday/Sunday & Holidays: Departs 5:05 AM – 11:20 PM between Disney Springs Transfer Center and Orlando International Airport.	Service to Helios Grand Hotel discontinued. Trips to Epic Universe bus loop reduced. All other previously designated stops remain unchanged unless reflected on the revised route map attached as Exhibit "A".

EXHIBIT "C"

COST OF BUS SERVICE

October 1, 2025 thru September 30, 2026

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 311 (Oct1- April)	2,968	333,692
Link 311 (May-Sept)	791	88,932
	<hr/>	<hr/>
	3,759	

Net Funding Request 422,624

FY2026 Billing Schedule

	<u>Amount</u>
October-25 <i>(Already Invoiced)</i>	49,057
November-25 <i>(Already Invoiced)</i>	49,057
December-25 <i>(Already Invoiced)</i>	49,057
January-26 <i>(Already Invoiced)</i>	49,057
February-26 <i>(Already Invoiced)</i>	49,057
March-26 <i>(Already Invoiced)</i>	49,057
April-26 <i>(Already Invoiced)</i>	49,057
May-26	15,845
June-26	15,845
July-26	15,845
August-26	15,845
September-26	15,845
Annual Funding Request from County	<hr/> 422,624 <hr/>

**The billing schedule for May 2026 through September 2026 has been pro-rated based on 791 remaining service hours.*

LYNX Finance & Audit Committee Agenda

Action Item #6.B

To: LYNX Finance & Audit Committee

From: Kimberly Frye
DIRECTOR OF MOBILITY SERVICES
Kimberly Frye
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute the First Option Year and Amend the Paratransit Contract to, Among Other Amendments, Transition the Customer Service Center to Transdev Services, Inc. and Increase the Not to Exceed (NTE) Amount to \$158,750,000

Date: 04/16/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the First Option year and amend the paratransit contract to (i) establish a new per trip rate of \$59.62; (ii) transition the Customer Service Center to Transdev Services, Inc. at a monthly cost of \$129,443; (iii) increase the not to exceed (NTE) amount to \$158,750,000; (iv) adopt liquidated damages associated with Customer Service Center performance; and (v) make certain other amendments as described herein.

BACKGROUND:

On April 27, 2023, the Board of Directors approved the award of Contract 23-C71 for Paratransit Services to Transdev Services, Inc. The Board also approved a Facility Lease Agreement, a Fuel Delivery Agreement and a Vehicle Lease Agreement which relate to the furnishing of the Paratransit Services by Contractor.

On July 25, 2024, the Board of Directors approved a First Amendment to Agreement to modify the rate and other terms including a revised fleet replacement plan and updated subcontractor trip distribution.

On June 26, 2025, the Board of Directors approved a Second Amendment to the Agreement to clarify and add additional protections to LYNX regarding any acts, omissions or workers'

LYNX Finance & Audit Committee Agenda

compensation claims caused in whole or in part by any subcontractors or contract employees classified as independent contractors. It will require Contractor to indemnify, defend and hold LYNX harmless for these claims. Additionally, the Amendment requires written consent from LYNX and an unconditional release of LYNX from all liability arising out of any claims related to the performance of services under the Agreement prior to Contractor settling such claims.

Following multiple meetings between LYNX and Transdev, Transdev sent LYNX a letter dated March 16, 2026 (a copy of which is attached hereto) summarizing certain proposed contract changes that the parties desire to formalize into a definitive contract amendment.

Under the current contract terms, the base rate for contract Year Three (3) is \$57.68 per trip. Under the proposed contract amendment, the negotiated rate for Option Year One (1) will be \$59.622 per trip, representing a 3.37 percent increase over the current rate. The primary rationale for this increase is the cost of living adjustments incorporated into Transdev’s labor union agreement. Staff reviewed these cost of living related labor increases during negotiations and confirmed that they are the primary factor driving the adjustment to the Option Year One (1) rate. This amended paratransit trip rate is contingent upon LYNX putting into revenue service 182 new vehicles (of which LYNX has already provided 76). To the extent that fewer than 182 new vehicles have been put into revenue service by any particular month of Option Year One, the parties will true-up the cost based upon the following schedule:

NEW VEHICLES IN SERVICE			PRICE PER TRIP
86	0.234	per trip discount	\$ 61.87
96	0.234	per trip discount	\$ 61.63
106	0.234	per trip discount	\$ 61.40
116	0.234	per trip discount	\$ 61.17
126	0.234	per trip discount	\$ 60.93
136	0.234	per trip discount	\$ 60.70
146	0.234	per trip discount	\$ 60.46
156	0.234	per trip discount	\$ 60.23
166	0.234	per trip discount	\$ 60.00
176	0.234	per trip discount	\$ 59.76
182	0.14	per trip discount	\$ 59.62

Additionally, LYNX will transition the paratransit Customer Service operations to Transdev to enhance trip optimization and operational efficiency, effective July 1, 2026. This decision adds a material monthly cost of \$129,443, separate from the paratransit per trip cost increase. Except for certain specified equipment, Transdev will be responsible for providing all labor, materials, equipment, tools, supplies and incidentals. Of the 36 LYNX employees who currently provide this service, 15 employees will be reassigned within LYNX. Transdev will be interviewing the remaining 21 employees. Since Transdev will be taking over the paratransit Customer Service operations, the parties have agreed upon certain liquidated damages to ensure appropriate performance. The Customer Service was transitioned to LYNX sometime in 2017 in an effort to better control scheduling of trips. Since entering into the contract with Transdev they have continued to state that if they had control of the trips they could do a better more efficient

LYNX Finance & Audit mmittee Agenda

schedule of the trips. This transition will be budget neutral. These changes will be reflected in the upcoming FY2026 Amended Operating Budget.

FISCAL IMPACT:

The Approved FY2026 Operating Budget includes \$41,211,975 for purchase transportation costs.



March 16, 2026

Mr. Maurice A. Jones
Director of Procurement/DBE Liaison Officer
Central Florida Regional Transportation Authority- (LYNX)
455 N. Garland Avenue
Orlando, FL 32801

Re: ACCESS LYNX Paratransit contract Option Year

Hi Maurice:

I certainly appreciate all the candid conversations with you, Lenny and Tiffany, and the other LYNX staff regarding negotiations for the first option year pertaining to Contract #23-C71 for Paratransit Services.

I have worked closely with Lenny and the team to review current contract status, items that have been passed through in the base term, current service levels, trip volumes, and planning to ensure we continue to meet LYNX key performance indicators to best serve our mutual passengers. We appreciate your partnership in arriving at a negotiated rate for the first Option Year.

It is important to note that given the factors of the vehicle manufacturing market being unpredictable (and a source of Transdev's financial burden in the base term), both LYNX and Transdev have decided to ensure the amendment for the option year does not penalize either party; making sure that neither is paying too much or too little if the projected vehicle deliveries do not occur on time. As such, we have negotiated a rate for the entire fleet to be new at the start of the option year on June 1, 2026, and have provided a pricing escalation matrix for each set of 10 vehicles that is put into service. This rate will be trued up with each monthly invoice depending on the total new fleet put into service (as outlined in the table below).

The new rate of \$59.62 for the first option year includes the following factors:

- Pass through of tolls
- Pass through of 3 FTE utility workers until such time that LYNX can procure and install an automated vehicle wash at the L B McLeod facility
- Fuel for approved parkout vehicles passed through to LYNX, including the expansion sedans that Transdev will lease
- Liquidated Damages capped at 1.5% of revenue each month

Transdev Services, Inc.
720 E. Butterfield Road
Suite 400
Lombard, Illinois 60148
USA
630-571-7070
www.transdevna.com

The new vehicle delivery discounts are detailed as follows (based on every 10 new vehicles put into service):

NEW VEHICLE ARRIVAL TRAUNCHES:					
Agreed New Fleet Per Trip Rate (182 new vehicles)				\$	59.62
Today's Current Fleet Per Trip Rate (76 new vehicles)				\$	62.10
<i>Difference from today's fleet to 100% new fleet per trip</i>				\$	2.48
NEW VEHICLES IN SERVICE					
86	0.234	per trip discount	\$	61.87	
96	0.234	per trip discount	\$	61.63	
106	0.234	per trip discount	\$	61.40	
116	0.234	per trip discount	\$	61.17	
126	0.234	per trip discount	\$	60.93	
136	0.234	per trip discount	\$	60.70	
146	0.234	per trip discount	\$	60.46	
156	0.234	per trip discount	\$	60.23	
166	0.234	per trip discount	\$	60.00	
176	0.234	per trip discount	\$	59.76	
182	0.14	per trip discount	\$	59.62	
FINAL EXTENSION RATE ONCE 100% new Fleet				\$	59.62

It should also be noted that through these Option Year negotiations both LYNX and Transdev sought to identify further ways to reduce costs of the Access LYNX services overall. It was identified that Transdev could operate the Access LYNX call center at a reduced cost over LYNX managing the call center internally. This rate will be a fixed monthly cost of \$129,442.16 and cover all staffing provided by Transdev as outlined below. (LYNX will provide space at the L B McLeod facility, as well as phones/headsets, computers/monitors and the phone system/leaseholds, software and monthly phone service costs to support the call center). If it is identified that further staffing reductions can be made through synergies with the Access LYNX operations team, this rate can be further reduced and amended in writing by LYNX and Transdev. Both LYNX and Transdev will meet 60 days into the Option year to identify any synergies in staffing, and if any are identified and agreed upon by both parties, then the contract will be further amended to reflect those savings.

Staff	FTE
CSR Mgr	1
CSR Sup	1
CSR	21

Finally, we will memorialize as part of this amendment the special events/weather events rate that was agreed to at the start of the contract. This is an hourly rate of \$49.78 per hour, which will be invoiced for special event services, with payroll report back up in the instances that this rate is activated (for example hurricane evacuation services).

Transdev Services, Inc.
720 E. Butterfield Road
Suite 400
Lombard, Illinois 60148
USA
630-571-7070
www.transdevna.com

We appreciate the partnership LYNX has demonstrated, and we are excited about continuing to partner with you through the Option Year to provide improved services the ACCESS LYNX passengers and stakeholders.

Sincerely,



W.C. Pihl
Senior Vice President

Cc: Tiffany Homler Hawkins, Chief Executive Officer
Leonard Antman, Chief Financial Officer

Transdev Services, Inc.
720 E. Butterfield Road
Suite 400
Lombard, Illinois 60148
USA
630-571-7070
www.transdevna.com

LYNX Finance & Audit Committee Agenda

Action Item #6.C

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Approval of the FY2027 Preliminary Operating Budget

Date: 04/16/2026

ACTION REQUESTED:

LYNX Staff is requesting the Finance & Audit Committee's recommendation for the Chief Executive Officer (CEO) or designee to present the FY2027 Preliminary Operating Budget to the Oversight Committee.

BACKGROUND:

On March 24, 2026, staff presented to the Finance & Audit Committee several contribution scenarios based on the base case of the Preliminary FY2027 Operating budget.

The following are the overall assumptions in developing the operating budget:

- FY2027 Level of Service will be based on January 2026 Service Changes.
- No Changes in Fixed Route Fare Structure.
- Preventative Maintenance funding of \$6.8 million; ADA funding of \$2.5M.
- Wage increases consistent with funding partners and board approved labor agreements.
- NeighborLink on-demand transit services contracted during FY2026.
- Purchase transportation costs based on the current trip trends.
- Funding Partners contributions based on the approved Regional Funding Model.

OVERVIEW:

The FY2027 Preliminary Operating Budget totals \$228,863,708 in revenues and \$228,863,708 in expenses. The Preliminary Operating Budget is funded by a combination of LYNX generated revenue, federal, state and local dollars. These funds are used to fund personnel expenses,

LYNX Finance & Audit Committee Agenda

services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Specifically, this budget includes funds from the following sources:

	FY2027 Preliminary Budget
REVENUES:	
Customer fares	\$ 23,399,464
Contract services	3,150,558
Advertising	2,930,000
Interest and Other Income	1,871,000
Federal Revenue	13,774,926
State Revenue	13,994,144
Local Revenue	20,465,965
Local Revenue Funding Partner	138,133,040
Use of Budget Stabilization Funds/Re	11,144,611
TOTAL REVENUE	\$ <u>228,863,708</u>

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

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	FY2027 Preliminary Budget
EXPENSES:	
Salaries, Wages & Fringe Benefits	\$ 128,981,925
Other services	16,390,741
Fuel Expense	13,794,650
Materials and supplies	10,977,849
Utilities	1,641,950
Casualty & Liability	5,043,482
Taxes and licenses	716,518
Purchase Transportation	48,059,003
Leases & Miscellaneous	1,840,862
GASB 87	409,343
GASB 96	941,869
Interest Expense	65,516
TOTAL EXPENSES	\$ 228,863,708

LYNX will utilize the Regional Funding Model to allocate each jurisdiction’s share of the costs of operations in FY2027.

The following chart shows the local funding breakdown:

	Orange County	Osceola County	Seminole County	TOTAL
Operating	\$ 107,911,565	\$ 19,312,328	\$ 10,909,147	\$ 138,133,040
Capital	3,034,275	423,863	124,928	\$ 3,583,066
Total Partner Contribution	\$ 110,945,840	\$ 19,736,191	\$ 11,034,075	\$ 141,716,106

CONCLUSION:

LYNX staff will be seeking approval of the FY2027 Preliminary Operating Budget for presentation to the funding partners in June and July 2026.

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Discussion Item #7.A

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Discussion on the FY2025 Reserve Analysis

Date: 04/16/2026

LYNX Staff will lead a discussion regarding the FY2025 Reserve Analysis.