



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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the January 27, 2011 Board of Directors Meeting

Pg 1

3. Recognition

- Service Award 20 Years: Raphael Grullon, Bus Operator; Phillip Ingram, Bus Operator; Gilbert Rivera, Bus Operator; Donald Schultz, Bus Operator and Jeannette Stevens, Bus Operator




4. 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.


5. Chief Executive Officer's Report

6. Consent Agenda


A. Release Requests for Proposal (RFP)

-  Authorization to Release Request for Proposal (RFP) for Payroll and Human Resource Systems Pg 8
-  Authorization to Issue an Invitation for Bid (IFB) for B99 Biodiesel Fuel Pg 10
-  Authorization to Issue an Invitation for Bid (IFB) for Ultra Low Sulfur Diesel Fuel and 87 Octane Unleaded Gasoline Pg 11





B. Award Contracts








-  Authorization to Award a Contract to Akerman Senterfitt for Federal Lobbying Services Pg 12

C. Extension of Contracts









-  Authorization to Exercise Final Option Year of Contract #07-006 with Goodyear Tire and Rubber Company Pg 14

D. Miscellaneous


-  Authorization to Modify Contract #11-C13 with Shaw Environmental, Inc. for the Remediation of the LYNX South Street Facility Pg 16
-  Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) and Begin Negotiations to Enter into an Interlocal Agreement with Osceola County to Conduct the US 192 Corridor Alternatives Analysis Pg 18
-  Authorization to Implement the April 24, 2011 Service Changes Pg 20
-  Authorization to Transfer Twelve Retired Buses to the Lakeland Area Mass Transit System Pg 23

- v.  Authorization to Ratify Contract with Harkins Development Corporation for the LYNX Operations Center Emergency Generators and Building Upgrades Pg 24
- vi.  Authorization to Modify Contract #11-C04 with Harkins Development Corporation for the LYNX Operations Center Emergency Generators and Building Upgrades Pg 26
- vii.  Authorization to Ratify a Memorandum of Understanding Between the City of Orlando, Federal Transit Administration and LYNX for the Parramore Bus Rapid Transit TIGER II Grant Pg 29
- Attachments 
- viii.  Authorization to Ratify the Amendment to Contract #10-C06 Long Range Transit and Financial Plan 2010-2030 Pg 40
- Attachments 
- ix.  Authorization to Write-off Assets as of June 30, 2010 Physical Inventory Count and Reconciliation Pg 53

7. Action Agenda

- A.  Authorization for Staff to Pursue and Implement a Fuel Hedging Program Pg 57
- Attachments 
- B.  Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2010 Pg 87
- Attachments 
- C.  Authorization to Approve the East/West Locally Preferred Alternative for the LYMMO Downtown Circulator Alternative Analysis and Transmit the Alternative Analysis Documents to the Federal Transit Administration Pg 161
- Attachments 
- D.  Authorization to Adopt Resolution No. 11-003 in Support of the SunRail Project Pg 164
- Attachments 

8. Work Session








- A.  Overview of Fiscal Year 2012 Preliminary Operating Budget Pg 168

9. Other Business

10. Monthly Reports

- A.  Monthly Financial Reports - February 28, 2011 Pg 171
- Attachments 
- B.  Monthly Financial Reports - January 31, 2011 Pg 176

-Attachments 

C.	 Monthly Financial Reports - December 31, 2010	Pg 181
<p>-Attachments </p>		
D.	 LYNX American Recovery And Reinvestment Act (ARRA) Status Report - February 2011	Pg 186
E.	 Planning and Development Report	Pg 189
F.	 Communications Report	Pg 192
G.	 Government Relations Report	Pg 197
H.	 Monthly Employee Travel - March 2011	Pg 200
I.	 Monthly Employee Travel - February 2011	Pg 202
J.	 Ridership Report for October 2010 Through February 2011	Pg 204

11. Executive Session

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 Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 6012, 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
Monthly Board Meeting Minutes

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

DATE: **January 27, 2011**

TIME: **1:03 p.m.**

Members in Attendance:

Seminole County Commissioner, Carlton Henley, Chair
Osceola County Commissioner, Brandon Arrington, Vice Chair
City of Orlando, Mayor Buddy Dyer, Secretary
FDOT District 5 Secretary, Noranne Downs

Members Absent:

Orange County, Mayor Teresa Jacobs

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 1:03 p.m. Chairman Henley asked Commissioner Brandon Arrington to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the November 10, 2010 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Edward Johnson, Chief Administrative Officer, to recognize a LYNX employee for years of service.

20 Years:

Bus Operator Celso Pomales

4. Public Comments

Corey Chapman addressed the Board regarding the service change of Link 15 and his concern for the litter and public safety associated with the locations of the bus stops.

The Chairman noted that LYNX' staff will review the bus stop locations.

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends.

Jack Couture welcomed John Lewis to LYNX. Mr. Couture addressed the Board in support of the proposed UCF Knight/LYNX service, dedicated funding, and photo identifications for discounted passes.

5. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer, to report on the following items:

1. At LYNX' fiscal year end, September 30, 2010, ridership had increased 4.48% from the previous year end period.
2. An unfortunate incident occurred December 30, 2010. LYNX' internal investigation of the incident is ongoing as well as the investigation be conducted by the Florida State Highway. LYNX' Operator is back to work performing duties outside of revenue service.

6. Consent Agenda

The Chairman noted that staff requested Item 6.C.ii, Authorization to Restate the LYNX ATU 1596 Pension Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination", be removed from the Consent Agenda.

A. Release Requests for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Design and Engineering of the LYNX Orlando Trail
- ii. Authorization to Release a Request for Proposal (RFP) for Healthcare Benefits
- iii. Authorization to Release Request for Proposal (RFP) for Federal Lobbying Services
- iv. Authorization to Release a Request for Proposal (RFP) for Security Services

B. Award Contracts

- i. Authorization to Award a Contract to TRAK Engineering, Inc. for an Automated Fueling System at the LYNX Operations Center
- ii. Authorization to Award a Contract to AECOM Technical Services, Inc., for Architecture and Engineering Services
- iii. Authorization to Award a Contract to Shaw Environmental, Inc. for Soil Removal at LYNX' South Street Operations Facility

C. Miscellaneous

- i. Authorization to Submit the LYNX Chief Executive Officer (CEO) Retirement Plan to the Internal Revenue Service (IRS) for a "Letter of Determination"
- iii. Authorization to Modify Contract #10-C18 with Trapeze to Purchase PassWeb for the Deployment of the "Model Orlando Regionally Efficient Travel Management Coordination Pg Center (MORE-TMCC)" Project
- iv. Adoption of Resolution #11-001 to Appoint Edward L. Johnson, Lisa Darnall, Bert Francis as Trustees to the LYNX Chief Executive Officer (CEO) Retirement Plan
- v. Authorization to Modify the Definition of Compensation in the LYNX Money Purchase Plan
- vi. Authorization to Increase Contract Amount for Akerman-Senterfitt for FY2010

- vii. Authorization to Amend the Lease Agreement with the City of Orlando for Office Space at LYNX' South Street Facility
- viii. Authorization to Ratify Memorandum of Understanding/Agreement with the City of Altamonte Springs and the City of Casselberry for Flex Bus Transit Service
- ix. Authorization to Restate the LYNX Money Purchase Plan and Submit the Plan to the Internal Revenue Service for a "Letter of Determination"
- x. Authorization to Amend Contract #10-C06 Long Range Transit, Financial Plan 2010-2030, METROPLANORLANDO Funding Agreement and FY 2010/2011 LYNX' Budget Amendment
- xi. Authorization to Initiate the Public Participation Process for the April 24, 2011 Service Changes
- xii. Authorization to Amend the Roles and Responsibilities of the Current Administrative Committee that Services the Money Purchase Plan and 457 Deferred Compensation Plan to include the new LYNX CEO Retirement Plan
- xiii. Adoption of Resolution #11-002 to Reappoint Lisa Darnall as Trustee on the ATU 1596 Pension Plan
- xiv. Authorization to Amend the FY 2010 and FY 2011 New Freedom Program (NFP) Local Coordination Agreements with the Independent Transportation Network (ITN) of Orlando

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.C.xiv. excluding 6.C.ii. The motion passed unanimously.

7. Action Agenda

The Chairman noted that a Blue Sheet Action Item will be added to the Agenda and taken up immediately following Action Agenda Item 7.A.

A. Authorization to Ratify the City of Kissimmee License Agreement for the LYNX' Osceola Satellite Facility

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

At the September 2010 Board of Directors' meeting, the Interim Chief Executive Officer was authorized to finalize the negotiations and obtain the Chairman's authorization to execute the License Agreement with the City of Kissimmee for the LYNX Osceola Satellite Facility.

LYNX moved operations into the facility and began transit service December 19, 2010. The term of the License Agreement is for five years with one optional five year renewal. The annual cost to lease the facility is \$76,620 per year plus the cost of utilities. The cost to lease includes 900 square feet of interior office space and 64,400 square feet of bus parking lot space. In addition, LYNX will reimburse the City for use of the vehicle wash based upon \$5 per use for 29 revenue buses.

Staff is requesting the Board of Directors' ratification of the License Agreement with the City of Kissimmee to locate a portion of the fixed route bus operations at the City of Kissimmee public works facility.

Motion was made and seconded to ratify the City of Kissimmee license agreement for the LYNX Osceola Satellite Facility. The Motion passed unanimously.

B. Authorization to Execute an Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for Late Evening Weekend Service

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to enter into a Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for late evening weekend bus service and amend the FY2011 Operating Budget, accordingly.

In 2010, LYNX staff met with representatives of UCF SGA to discuss late evening weekend services that would provide UCF students with a transit style service (entitled "KnightLYNX") to provide safe and reliable alternative transportation. KnightLYNX will operate Friday and Saturday nights from 8:00 p.m. to 3:00 a.m. The annual cost of the service is estimated to be \$98,972 which cost will be paid by the UCF SGA.

Motion was made and seconded to authorize the Chief Executive Officer or designee to enter into a Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for late evening weekend service. The Motion passed unanimously.

C. Authorization to Amend LYNX' Fare Policy With an Effective Date of April 24, 2011.

The Chairman recognized Bert Francis, Chief Financial Officer, to make the presentation.

Staff is requesting the Board of Director's authorization to amend the LYNX Fare Policy to add controls that will reduce chances of fraud under the advantage pass program that include youth passes and persons that have reached the age of 65 and/or is disabled. Additionally, the policy changes from a student pass to a youth pass (passengers under the age of 19, unless still in high school). The policy will require all discounted fare riders to have a valid LYNX ID to purchase and use a discounted fare. The effective date for the new policy is April 24, 2011.

Motion was made and seconded to amend LYNX' Fare Policy with an effective date of April 24, 2011. The Motion passed unanimously.

D. Authorization to Extend Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services

The Chairman recognized J Marsh McLawhorn, Chief Government Affairs Officer, to make the presentation.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #06-001 which is the current federal lobbying services contract with Akerman Senterfitt through March 31, 2011.

The last option expired December 9, 2010. Due to the midterm elections, it would be more advantageous to LYNX to maintain the services of Akerman Senterfitt through March 31, 2011.

Motion was made and seconded to extend Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services through March 31, 2011. The Motion passed unanimously.

Recognition

The Chairman recognized John J. Daly, Jr., Federal Security Director, Transportation Security Administration, U.S. Department of Homeland Security, who will present the Transportation Security Administration (TSA) Partnership Award.

Mr. Daly, as the Federal Security Director, TSA in Orlando, reported that division is proud to be part of team that is focused on providing a secure and safe transportation system. Each year, the Secretary presents a national award for agencies that help promote transportation security. At the award ceremony held November 19, 2010 the Administrator, Mr. Pistol, presented the award to LYNX' representative, Edward Johnson.

Mr. Daly formally presented the Partnership Award to the LYNX Board of Directors for its two year partnership with TSA. The partnership has demonstrated the combined commitment to ensure safety of mass transit and the LYNX bus system for Central Floridians

8. Work Session

A. Update on LYNX' 2030 Long Range Strategic Master Plan

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

Mr. Johnson provided an update on LYNX' 20 year Master Plan entitled "2030 Paw Print". The 2030 Long Range Strategic Master Plan is a partnership between LYNX and MetroPlan Orlando. The study will include the restructuring of fixed route services, the addition of PickUp lines and express services outside of the identified premium corridors.

- Project Objectives
 - To provide a blueprint for the growth and expansion of LYNX public transportation services through 2030
 - To help drive economic development and redevelopment throughout the region
 - To demonstrate to stakeholders and the community the role that LYNX could play at various funding levels
- Corridors – North / South Alignment
 - Premium corridors with 10-15 minute headways with limited stops
 - OIA to UCF
 - Fern Park to Downtown Orlando
 - Sanford to Fern Park
 - Fern Park to Orlando International Airport
 - Apopka to Downtown Orlando
 - Downtown Orlando to Florida Mall
 - Florida Mall to Kissimmee
 - Downtown Orlando to International Drive
 - Orange Avenue
 - Park Promenade to International Drive

- Corridors – East / West Alignment
 - Premium corridors with 10-15 minute headways with limited stops
 - Winter Park (candidate for Street Car Alignment)
 - Walt Disney World to Kissimmee
 - Lake County to St. Cloud
 - Silver Star Road to Parramore
 - Sanford (candidate for Street Car Alignment)
 - Apopka to Fern Park
 - West Oaks Mall to University of Central Florida
 - Walt Disney World to International Drive
- Corridors – North East
 - Winter Park to Oviedo
 - Maitland Boulevard from State Road 434 to US Highway 17-92
 - University of Central Florida to Sanford
 - University of Central Florida to Maitland Boulevard
- Public Involvement
 - LYMMO expansion meeting (August 2, 2010)
 - Regional Working Group (August 20, 2010)
 - Service Change Workshops (September 2010)
 - Winter Garden Village Workshop (October 9, 2010)
 - Sanford Event (October 16, 2010)
 - U.S. 192 Teleconference (October 22, 2010)
 - Bithlo Family Health Center Day (November 6, 2010)
 - Public Workshop (November 18, 2010)
- Next Steps
 - Complete data development and analysis
 - Finalize alternative criteria and prioritization process
 - Develop and analyze baseline and 2 service alternatives for each corridor
 - Take a draft plan through the public process, LYNX Board and MetroPlan committees and Board
 - Finalize “2030 Paw Print” April 2011

9. Other Business

The Chairman recognized Orlando Mayor, Buddy Dyer, and FDOT District 5 Secretary, Noranne Downs, to provide an update on SunRail.

The Chairman reported to the Board that he and John Lewis received an invitation from the Central Florida Partnership to serve as members of a delegation participating in the “Region to Region” community visit to Salt Lake City, Utah. The Chairman noted a per-person, all inclusive cost of \$1,995 and a government rate of \$1,495 for elected officials. The members agreed that LYNX should be represented. Mayor Dyer noted that he would be participating to represent the City of Orlando. Commissioner Arrington noted that he would be participating to represent Osceola County.

10. Monthly Reports

Monthly Reports are for review purposes only. No action is required

Meeting adjourned at 1:50 p.m.

Consent Agenda Item #6.A. i**To: LYNX Board of Directors****From: Edward Johnson**
CHIEF ADMINISTRATIVE OFFICER
Mike May
(Technical Contact)**Phone: 407.841.2279 ext: 6058****Item Name: Release Requests for Proposal (RFP)**
Authorization to Release Request for Proposal (RFP) for Payroll and Human Resource Systems**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Payroll and Human Resource Information Systems (HRIS). The contract term will be for an initial three (3) year period with two (2) one year options.

BACKGROUND:

The current Contract #8783 with Ceridian will expire October of 2011. Preliminary research indicates that comparable products and services at current market rates may result in savings to the organization.

The HRIS Human Resource application primary focus will be the employee records, applicant tracking, employee history, employee benefit administration and tracking, and new hire reporting.

The HRIS Payroll application primary focus will be the payroll processing, check distribution, employee garnishments, labor distribution reporting, and general ledger services.

The proposal timeline for the RFP process is as follows:

- Release RFP April 25, 2011
- Response due May 31, 2011
- SEC Evaluation in June 6, 2011
- Authorization to Award June 20, 2011
- Effective date August 1, 2011

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business Enterprise (DBE) firms. LYNX has an overall goal of 14%.

FISCAL IMPACT:

LYNX staff will need to secure Federal funding and amend the FY2011 Capital Budget to support this effort.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for B99 Biodiesel Fuel

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for the purchase and delivery of B99 biodiesel fuel. The term of the contract will be for one (1) year with a one (1) year option.

BACKGROUND:

The current Contract with Glover Oil expires on September 30, 2011. The unit pricing is based upon daily average price from the Oil Price Information Service (OPIS). In accordance with Administrative Rule 4.4.9 Fuel Contracts, the CEO is authorized to award and execute the contracts for fuel and shall report to the Governing Board at its next scheduled meeting as a discussion item.

FISCAL IMPACT:

LYNX staff has included \$2,541,778 in the FY2012 Preliminary Operating Budget for biodiesel fuel.

Consent Agenda Item #6.A. iii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Ultra Low Sulfur
Diesel Fuel and 87 Octane Unleaded Gasoline

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for the purchase and delivery of ultra low sulfur diesel fuel and 87 octane unleaded gasoline. The term of the contracts will be for one (1) year.

BACKGROUND:

The current contract with Mansfield Oil who provides ultra low sulfur diesel fuel and the current contract with RKA Petroleum who provides 87 octane gasoline will expire on September 30, 2011. Pricing for ultra low sulfur diesel fuel and the 87 octane unleaded gasoline is based upon daily average price from the Oil Price Information Service (OPIS).

In accordance with Administrative Rule 4.4.9 Fuel Contracts, the CEO is authorized to award and execute the contracts for fuel and shall report to the Governing Board at its next scheduled meeting as a discussion item.

FISCAL IMPACT:

LYNX staff has included \$10,167,114 and \$2,474,903 in the FY2012 Preliminary Operating Budget for diesel and unleaded fuels, respectively.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Authorization to Award a Contract to Akerman Senterfitt for Federal
Lobbying Services

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a three (3) year contract with two (2) one-year options to Akerman Senterfitt for Federal Lobbying Services.

BACKGROUND:

At the January 27, 2011 Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for federal lobbying services.

The RFP was released Monday, February 14, 2011 and proposals were due to LYNX by 2:00 p.m. EST on Friday, March 4, 2011.

Six responses were received from the following firms:

- Akerman Senterfitt
- Cardenas Partners LLC
- Holland & Knight LLP
- J.C. Watts Companies
- Park Strategies, LLC
- Patton Boggs LLP

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

- James McLawhorn, Chief Government Affairs Officer
- Matthew Friedman, Manager of Media Relations
- Christine Kefauver, Transportation Policy Advisor – Office of Mayor Buddy Dyer

The proposals were evaluated on the following criteria in descending order of importance:

1. Professional Qualifications (35)
2. Past Performance/Experience (30)
3. Understanding the Requirements of the RFP and the Management Approach (20)
4. Fee Schedule (15)

The SEC met at 1:30 P.M. on Friday, March 18, 2011 to discuss the six responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The scoring of the proposals submitted is as follows on a total possible score of 300 points based upon the evaluation criteria and the ordinal ranking of each firm.

Vendor	Score	Ordinal Ranking
Akerman Senterfitt	276	1
Patton Boggs LLP	237	2
Holland & Knight	232	3
Cardenas Partners LLP	213	4
J. C. Watts Companies	213	5
Park Strategies, LLC	136	6

The proposed fee schedule by each firm is as follows:

Vendor	Annual Fee
Akerman Senterfitt	\$100,000
Patton Boggs LLP	\$150,000 + Expenses
Holland & Knight	\$120,000
Cardenas Partners LLP	\$96,000
J. C. Watts Companies	\$114,000
Park Strategies, LLC	\$252,000

Following the discussions on March 18, 2011 the SEC recommended the award be made to Akerman Senterfitt.

FISCAL IMPACT:

LYNX staff has included funding in the amount of \$126,000 in the FY2011 Operating Budget to support the fees associated with federal lobbying services.

Consent Agenda Item #6.C. i**To: LYNX Board of Directors****From: Lisa Darnall**
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)**Phone: 407.841.2279 ext: 6036****Item Name: Extension of Contracts**
Authorization to Exercise Final Option Year of Contract #07-006 with
Goodyear Tire and Rubber Company**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second and final option year of the bus tire lease Contract #07-006 with Goodyear Tire and Rubber Company. The first option year will expire May 6, 2011.

BACKGROUND:

LYNX' Board of Directors approved the three (3) year contract with Goodyear Tire and Rubber Company for the leasing of bus tires on February 22, 2007. The concept of leasing bus tires is considered the norm in the transit industry. Leasing tires reduces LYNX' costs and eliminates the need to own and control an inventory of spare tires. The estimated cost savings of a leased tire versus a purchased tire is about \$84 per tire for a 35 or 40 foot bus. The LYNX fleet has 265 buses with 6 tires installed per bus for a total of 1,590 tires.

Tires for LYNX' buses have been leased from Goodyear since December 1992. Goodyear has been the successful bidder through the last four solicitations. The tire maintenance function is currently executed jointly in-house by LYNX employees and outsourced to Goodyear. Goodyear is responsible for maintaining the inventory, installing and removing tires on wheel rims, and re-grooving tires for maximum mileage run-out. LYNX employees are responsible for installing and maintaining tires on LYNX vehicles.

The following table lists the costs under the current contract:

Contract Costs

Tire Size	Rate/Vehicle Mile Year 1 4/1/07 to 3/31/08	Rate/Vehicle Mile Year 2 4/1/08 to 3/31/09	Rate/Vehicle Mile Year 3 4/1/09 to 3/31/10	Rate/Vehicle Mile Extension Year 1 4/1/10 to 3/31/11	Rate/Vehicle Mile Extension Year 2 4/1/11 to 3/31/12
B305/85R 22.5 35 ft. & 40 ft. Buses	\$0.040044	\$0.041646	\$0.043308	\$0.045084	\$0.046932
B275/70R 22.5 29 ft. Buses	\$0.052878	\$0.054990	\$0.057186	\$0.059478	\$0.061914
Mileage Rate Increase	----	4%	4%	4%	4%
Labor Option/ Hour	\$34.75	\$35.61	\$36.50	\$37.41	\$38.35
Wheel Refinishing	\$22.00	\$23.50	\$25.00	\$26.50	\$28.00
Damaged Tire Cost Per unused over 4/32	\$12.25	\$12.75	\$13.25	\$13.80	\$14.35
Fleet Size	278	290	267	269	265
Annual Mileage	16,379,721	16,630,949	16,386,806	16,500,000	16,748,541
Total Expenses	\$662,029	\$697,349	\$777,688	\$808,795	\$841,147

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The established DBE goal is 11.5% for this project.

FISCAL IMPACT:

LYNX staff has included \$850,000 in the FY2011 Operating Budget to support the tire lease and associated maintenance.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Modify Contract #11-C13 with Shaw Environmental, Inc.
for the Remediation of the LYNX South Street Facility

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Contract Modification to Shaw Environmental Inc. under Contract #11-C13 in an amount not to exceed \$48,140.54 for the Remediation of the LYNX South Street Facility.

BACKGROUND:

The LYNX Board of Directors approved the award of Contract #11-C13 to Shaw Environmental Inc on January 27, 2011 in the amount of \$210,596.00. The Contract estimated 2,700 tons of contaminated soil to be removed and 3,940 cubic yards of clean soil back fill.

Based up the actual soil excavation directed by Ardaman and Associates, an additional 1,240 tons of contaminated soil will require excavation, transport and disposal at the Omni Landfill. An additional 326 cubic yards of clean fill will be needed to complete the backfill. The Contractor was also required to remove and reinstall the storm drain inlet.

The cost breakdown for this modification is as follows:

Description	QTY	U/M	Unit Price	Total Cost
All associated costs including labor and equipment to remove additional tonnage of impacted soil, remove and reinstall storm drain inlet	1	JB	\$8,715.00	\$8,913.00
Disposal/Contaminated Soil (estimated)	1240	TN	29.56	\$36,654.40
Clean Soil Backfill (estimated)	326	CY	7.89	\$2,572.14
Estimated Total Change			TOTAL	\$48,140.54

Note: The unit price for the disposal of the soil and clean backfill were fixed at the time the Contract was awarded.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No federal funds were utilized on this project.

FISCAL IMPACT:

LYNX staff has included \$601,284 in the FY2011 Operating Budget to support this effort. Current costs for the demolition of the maintenance building (\$46,135), removal of the contaminated soil (\$210,596), soil monitoring, testing, and site oversight and closure (\$120,182), and other costs (\$5,235), total \$382,148. This proposed change order of \$48,141 will bring the total project cost to \$430,288, or \$170,996 below the budgeted amount.

Consent Agenda Item #6.D. ii**To: LYNX Board of Directors****From: Edward Johnson**
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)**Phone: 407.841.2279 ext: 6058****Item Name: Miscellaneous**
Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) and Begin Negotiations to Enter into an Interlocal Agreement with Osceola County to Conduct the US 192 Corridor Alternatives Analysis**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT) and begin negotiations to successfully execute an Interlocal Agreement with the Osceola County government for the US 192 Corridor Alternatives Analysis (AA) study.

Staff would also request an amendment to the LYNX FY 2011 Operating Budget to include the estimated Alternative Analysis expenses for FY 2011.

BACKGROUND:

The U.S. Department of Transportation (USDOT) has released several "Notices of Funding Availability (NOFA)," outlining new discretionary grant opportunities for transit systems. The NOFAs described grant opportunities for funds that were previously appropriated or recaptured from expiring grants or Congressional earmarks. The focus of these grant opportunities is to have a regional impact, support Transit Oriented Design and encourage the continued efforts to develop livable, sustainable communities.

LYNX staff coordinated a series of meetings with local funding partners and regional agencies to discuss potential partnerships for regionally significant and supported projects to submit for the proposed grants. Through discussions LYNX developed a FY 2010 Discretionary Livability Funding Opportunity Alternatives Analysis Application for a Premium Corridor Planning Study

to include alternatives analysis, environmental studies, engineering and design for US192, one of fourteen LYNX premium corridors identified in the 5-Year Service Plan as ready to advance to a premium transit mode such as Bus Rapid Transit. Completion of the studies will position the corridor to secure Federal funds targeted for construction.

Osceola County and LYNX were successful in securing a grant for \$800,000 to conduct an Alternatives Analysis for the Osceola and Kissimmee US 192 corridor.

To undertake this study, LYNX and Osceola County staff has developed an interlocal agreement defining the responsibilities and duties as well as the funding sources for this project.

FISCAL IMPACT:

LYNX will immediately apply for the \$800,000 grant to provide funding to generate the Alternative Analysis data, analysis and complete the final Alternative Analysis document which may result in the local selection of a project eligible for FTA New Starts, Small Starts or Very Small Starts funding. The Alternative Analysis document is a pre-requisite before FTA will authorize a project to proceed to preliminary engineering.

Funding for the Alternative Analysis study in the total amount of \$1,000,000 will be included in the LYNX FY 2010/2011 and FY 2011/2012 budgets. Osceola County government has allocated funding for the study and will provide the required 20% local match of \$200,000.

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Implement the April 24, 2011 Service Changes

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed fixed route service changes effective April 24, 2011.

BACKGROUND:

On January 27, 2011 staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of the proposed service changes for April 24, 2011. A total of seven public workshops were held between February 21 and February 26, 2011. Customers and staff were able to obtain input on the service changes through the following public workshop locations:

LYNX Central Station (Terminal Lobby) 455 N Garland Ave, Orlando, FL. 32801

Monday, February 21, 2011, 3:00PM – 7:00 PM

Thursday, February 24, 2011, 7:00 AM – 11:00 AM

Saturday, February 26, 2011, 10:00 AM – 2:00 PM

Seminole Centre Super Stop, 3653 S Orlando Dr, Sanford, FL 32773

Tuesday, February 22, 2011, 3:00 PM – 7:00 PM

Friday, February 25 2011, 7:00 AM – 11:00 AM

Osceola Square Mall Super Stop, Armstrong Blvd. and Columbia Ave., Kissimmee, FL 34741

Tuesday, February 22, 2011, 7:00 AM – 11:00 AM

Friday, February 25, 2011, 3:00 PM—7:00 PM

PROPOSED SERVICE CHANGES:

Staff has identified the following proposed service efficiencies and effectiveness changes for the April 24, 2011 service changes:

Link	Proposed Change	Reason
13	Increase scheduled running times between University Boulevard and Dean Road and University of Central Florida by two minutes. Reduce scheduled running time between University Boulevard and SR 436 and University Boulevard and Dean Road by two minutes Monday thru Saturday	This schedule adjustment is expected to keep the buses moving along University Boulevard by reducing frequent early arrivals at the time points.
18	Increase the bus layover time at LYNX Central Station by 5 minutes and decrease the bus layover time at Osceola Square Mall by 5 minutes.	This schedule adjustment will facilitate transfers at Lynx Central Station and at the Osceola Square Mall.
18	Reallocate running times between LYNX Central Station and Osceola Square Mall	These minor adjustments will reflect the actual time a bus takes to travel between time points.
26	Remove Time Point #4 - Cypress Parkway and Doverplum Avenue from the public schedule	This is an unnecessary time point. It is too close to the Walmart time point to provide a significant reference
37	Decrease running times between Florida Mall and South Park by 5 minutes, increase the running time between South Park and Mandarin Dr/Sand Lake Rd. by 3 minutes, and increase the running time between Mandarin Dr/Sand Lake Rd and Universal Orlando Parking Garage by 2 minutes. Northbound direction only, Weekdays only.	This schedule adjustment is expected to keep the buses moving along the route by reducing frequent early arrivals at the time points.
41	Remove Time Point #2 - Semoran Boulevard and Piedmont Wekiva Road from the public schedule.	This is an unnecessary time point. By removing it from the printed schedule, it will keep the buses moving along SR 436 by reducing frequent early arrivals at the time points
42	Increase running times between Westwood Boulevard and Central Florida Parkway and Orange County Convention Center by three minutes. Reduce running time between Orlando Premium Outlet Vineland and Westwood Boulevard and Central Florida Parkway by three minutes in the eastbound direction.	This schedule adjustment is expected to keep the buses moving along the route by reducing frequent early arrivals at the time points.

LYNX Board Agenda

42	Increase running time between McCoy Road and Florida Mall by two minutes. Reduce running time between Florida Mall and Oak Ridge Road and Rio Grande Avenue by two minutes in the westbound direction.	This schedule adjustment will improve the connection with the Link 4 at the Florida Mall
426	Adjust arrival and departure time at Poinciana Walmart from :15 thru :25 to :05 thru :15.	This schedule adjustment will improve connections with Link 26 and PickUpLines 601 and 603
PUL 603	Adjust arrival and departure time at Poinciana Walmart from :15 thru :25 to :05 thru :15.	This schedule adjustment will improve connections with Link 26 and 426 and PickUpLine 601

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2011 operating budget.

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Transfer Twelve Retired Buses to the Lakeland Area Mass Transit System

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer twelve (12) revenue vehicles and components to the Lakeland Area Mass Transit System (Citrus Connection).

BACKGROUND:

LYNX maintenance staff has identified 12 diesel revenue vehicles for retirement. The Lakeland Area Mass Transit System has expressed an interest in receiving 12 of the LYNX retired vehicles to their agency.

Staff is recommending the removal of the 12 buses that were scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements. The decision to remove these units from service is a business decision based on economics and service efficiencies.

The transfer of the 12 diesel buses will require Federal Transit Administration (FTA) approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components which is currently valued at \$42,686.45. LYNX staff will continue to work with Citrus Connection and/ or with other agencies to facilitate the transfer of the revenue vehicles.

FISCAL IMPACT:

The net book value of the twelve (12) diesel vehicles and components is \$42,686.45. The potential FTA obligation is \$42,686.45.

Consent Agenda Item #6.D. v**To: LYNX Board of Directors****From: Lisa Darnall**
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Steven Robinson
(Technical Contact)**Phone: 407.841.2279 ext: 6036****Item Name: Miscellaneous**
Authorization to Ratify Contract with Harkins Development Corporation
for the LYNX Operations Center Emergency Generators and Building
Upgrades**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer's (CEO) execution of Contract Modification #2 with Harkins Development Corporation under Contract #11-C04 in the amount of \$11,508 for the LYNX Operations Center (LOC) emergency generators and building upgrades.

BACKGROUND:

The LYNX Board of Directors approved the award of Contract #11-C04 to Harkins Development Corporation on November 10, 2010. Although the project details were summarized at the November Board meeting, some of the details were unknown to staff at the time and resulted in the need for a contract modification.

The Contractor recently gave LYNX notice that receiving a contract modification following the April Board meeting could result in a delay of the construction schedule by approximately 35 days and thus be subject to delay claims of approximately \$19,000. Contract Modification #1 was issued on February 3, 2011 for the owner direct purchase of two generators. This direct purchase resulted in a contract reduction of \$271,042 and a sales tax savings of \$16,542. The amount of Contract Modification #2 will be offset by the sales tax savings.

The details of Contract Modification #2 are listed below. There are two (2) remaining items and a request for a contingency requiring an additional contract modification that is being presented at the April Board meeting.

DESCRIPTION	COST
<u>Changing Air Compressors to Screw Type</u>	
LYNX staff discovered in August 2010 that changing the compressors from reciprocating to screw type compressors would have many benefits. The concrete block room that was being constructed inside the tire shop would also no longer be needed. The request to change this item was delayed to be coordinated with the generator fencing requirements.	\$ 4,368
<u>Electric Panel Changes (1200 to 1600 Amp)</u>	
This change order resulted from a discussion between the General Contractor (Harkins), the Electrical Sub-Contractor (Southern Atlantic Electric), AECOM - Electrical Engineering Sub-Contractor (Buholtz) and the Electrical Switch Gear Manufacturer (GE). It was determined that a 1600 amp section needed to be added to the main electrical service rather than the 1200 amp section shown in the original plan. This cost represents the increased cost.	\$ 6,014
<u>Shaft Wall Framing</u>	
The General Contractor has informed LYNX that the firewall framing for the fabrication shop cannot be built as designed due to restrictions created by steel I-beams. The General Contractor has requested that “shaft wall” type framing be used in its place. This cost is for additional materials.	\$ 1,126
Total Cost of Contract Modification #1	\$11,508

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX procurement policies require contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has an established DBE goal of 9% participation.

FISCAL IMPACT:

LYNX staff has included funds in the FY2011 Capital Budget to support the cost of contract modification #2 in the amount of \$11,508.

Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Catherine Cavins
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Modify Contract #11-C04 with Harkins Development Corporation for the LYNX Operations Center Emergency Generators and Building Upgrades

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve Contract Modification #3 with Harkins Development Corporation under Contract #11-C04 in the amount of \$162,329 for the LYNX Operations Center (LOC) emergency generators and building upgrades and for approval of a contingency in the amount of \$120,396.

BACKGROUND:

The LYNX Board of Directors approved the award of Contract #11-C04 to Harkins Development Corporation on November 10, 2010. Contract Modification #1 was issued in February 2011 for the direct purchase of two (2) generators.

In an effort to keep the project on schedule, Contract Modification #2 was issued and presented to the Board this month in the form of ratification.

The project details were summarized at the November Board meeting, but some of the details were unknown to staff at the time. Those items included Contract Modification #2 presented for

ratification this month, and the two (2) items, and contingency presented in this Board request as Contract Modification #3 and detailed below:

DESCRIPTION	COST
<u>Generator Enclosure Requirements</u> The City of Orlando notified LYNX on November 30, 2010 through AECOM of generator fencing requirements. This was after the bids were received for Contract #11-C04. LYNX staff delayed discussions with Harkins regarding the cost of the fencing until the Board-approved contract was signed. (ARRA funded)	\$ 90,303
<u>Installation of Oil Water Separators</u> LYNX is required to install oil/water separators in the Maintenance Building at LOC. The City Ordinances for waste water discharge have changed since the design of the LOC Facility. The design was completed just after the bids were received on this project. Harkins was asked for the cost to add this item to the project and AECOM has evaluated the price as fair and reasonable. (Federally funded)	\$ 72,026
Total Cost of Contract Modification #2	\$162,329

In addition, staff is seeking authorization to establish a contingency in the amount of \$120,396. The project is well below the budgeted amount and any excess funds, including construction management costs, will be reallocated to other ARRA projects upon FTA approval.

10% Contingency

The requested contingency will be used to address any unforeseen issues that may arise during the construction. (**ARRA funded**)

\$120,396

Contract Award to Harkins	\$1,475,000
Contract Modification #1 (Owner direct purchases)	(271,042)
Contract Modification #2	11,508
Contract Modification #3	162,329
Total Project Costs	\$1,377,795
Contingency (Based on award minus owner direct purchases)	120,396
Estimated Tax Savings	\$ 16,542

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX procurement policies require contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has an established DBE goal of 9% participation.

FISCAL IMPACT:

LYNX has included in the FY2011 capital budget \$2,510,060 of ARRA funding and \$600,000 of other federal funds for this project. There is no local matching requirement for this effort.

Description	LYNX 2011 ARRA	LYNX 2011 Federal	Total	Engineering Estimate	Low Bid
LOC Elect/Mech	\$ 392,694	\$ 600,000	\$ 992,694	\$ 763,769	\$ 653,000
Paint Booth & Generators	\$2,117,366	-	\$2,117,366	\$1,670,872	\$ 822,000
Totals	\$2,510,060	\$ 600,000	\$3,110,060	\$2,434,641	\$1,475,000

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Ratify a Memorandum of Understanding Between the City of Orlando, Federal Transit Administration and LYNX for the Parramore Bus Rapid Transit TIGER II Grant

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of a Memorandum of Understanding (MOU) with the City of Orlando, Federal Transit Administration (FTA) and LYNX for the Parramore Bus Rapid Transit Project and Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) and the US Department of Transportation (USDOT).

BACKGROUND:

In 2009 the City of Orlando and LYNX entered into an Interlocal Agreement to work cooperatively on the Downtown Orlando Circulator Expansion Alternatives Analysis (LYMMO Expansion). Then in 2010, the City of Orlando and LYNX applied for and received the TIGER II Grant for the Parramore BRT (Creative Village – Moving Parramore Forward) Project.

LYNX will receive and administer the grant funds including the solicitation of qualified private providers for the required services needed to implement and complete the project.

To secure the TIGER II funding for the Parramore Bus Rapid Transit Project, the City of Orlando and LYNX entered into a Memorandum of Understanding with FTA and the USDOT which outlines the scope of the project in greater detail than the grant application and includes an estimated budget. This MOU does not make any financial commitments by FTA, USDOT, City of Orlando and LYNX at this time, but does outline the requirements needed for the grant application. A copy of the MOU is attached.

FISCAL IMPACT:

Parramore BRT (Creative Village – Moving Parramore Forward):

Funding Sources	Amount
TIGER II Funding (80%)	\$10,000,000
City of Orlando (20%)	<u>2,500,000</u>
Total Project Cost	\$12,500,000

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Central Florida Regional Transportation Authority (d.b.a. LYNX) (hereinafter the “Project Sponsor”) and the City of Orlando (Co-Project Sponsors) and the United States of America, acting through the United States Department of Transportation, Federal Transit Administration (FTA or Government) based on the selection of the Parramore Bus Rapid Transit (BRT) (Project) for Federal assistance under the TIGER II Discretionary Grants pursuant to Title I (Department of Transportation) of the FY 2010 Appropriations Act (Pub. L. 111-117, Dec. 16, 2009), in an amount not to exceed \$10,000,000.

WHEREAS, the purpose of this MOU is to set out the parties’ mutual understanding regarding the material terms and conditions to be included in a TIGER II Grant Agreement that will be negotiated between the Project Sponsor and the Government. This MOU is not a commitment of the Government to provide funding for the Project. The commitment of the Government to provide funding to the Project will only occur with the final execution and acceptance of a TIGER II Grant Agreement between the Government and the Project Sponsor.

WHEREAS, the Project Sponsor, in anticipation of a grant award under the TIGER II Grant Program, agrees to administer any such grant to be signed by it and the Government for the Project pursuant to the terms and conditions set forth in the grant agreement and in accordance with the Statement of Work, Project Cost Estimate, Capital Finance Plan, Operating Finance Plan, and Project Schedule (including dates for the completion of all major milestones relating to the Project, including completion and receipt of all required environmental approvals) (including National Environmental Policy Act (NEPA) approvals), application for and anticipated receipt of all necessary Federal, State, and local permits and approvals, any necessary approval by a local transportation planning organization, and inclusion in the required Transportation Improvement Program (TIP)/State Transportation Improvement Program (STIP), set forth herein to the best of the Project Sponsor’s ability at the time of this MOU.

WHEREAS, the Project Sponsor understands and recognizes that the execution of this MOU in no way commits the Government to any decision required under the applicable provisions of NEPA. The Government's decisions on the Project will be issued in full compliance with its NEPA regulations, 23 C.F.R. Part 771, and those of the Council on Environmental Quality, 40 C.F.R. Part 1500, and all other applicable Federal, State or local laws and regulations

WHEREAS, the Project Sponsor, at its own risk, may incur eligible capital expenses before a grant award is issued for the Project (automatic pre-award authority) only if (1) FTA has approved the document (ROD, FONSI, or CE determination) that completes the environmental review process required by the NEPA and its implementing regulations; (2) the Project is included in the Metropolitan Transportation Improvement Program, Statewide Transportation

Improvement Program, and the Long Range Plan, as appropriate; and (3) the Project Sponsor and the Government have executed this MOU. As with all pre-award authority, all Federal requirements must be met prior to incurring costs in order to retain eligibility for Federal grant assistance.

WHEREAS, the Project Sponsor or the Government may seek to amend or modify this MOU prior to grant award by written notice to the other party. The MOU will be amended or modified only on mutual agreement by the Project Sponsor and the Government.

WHEREAS, the Government reserves the right to terminate this MOU if the Project Sponsor does not enter into a grant agreement on or before September 30, 2012 or the Government determines that termination is in the public interest.

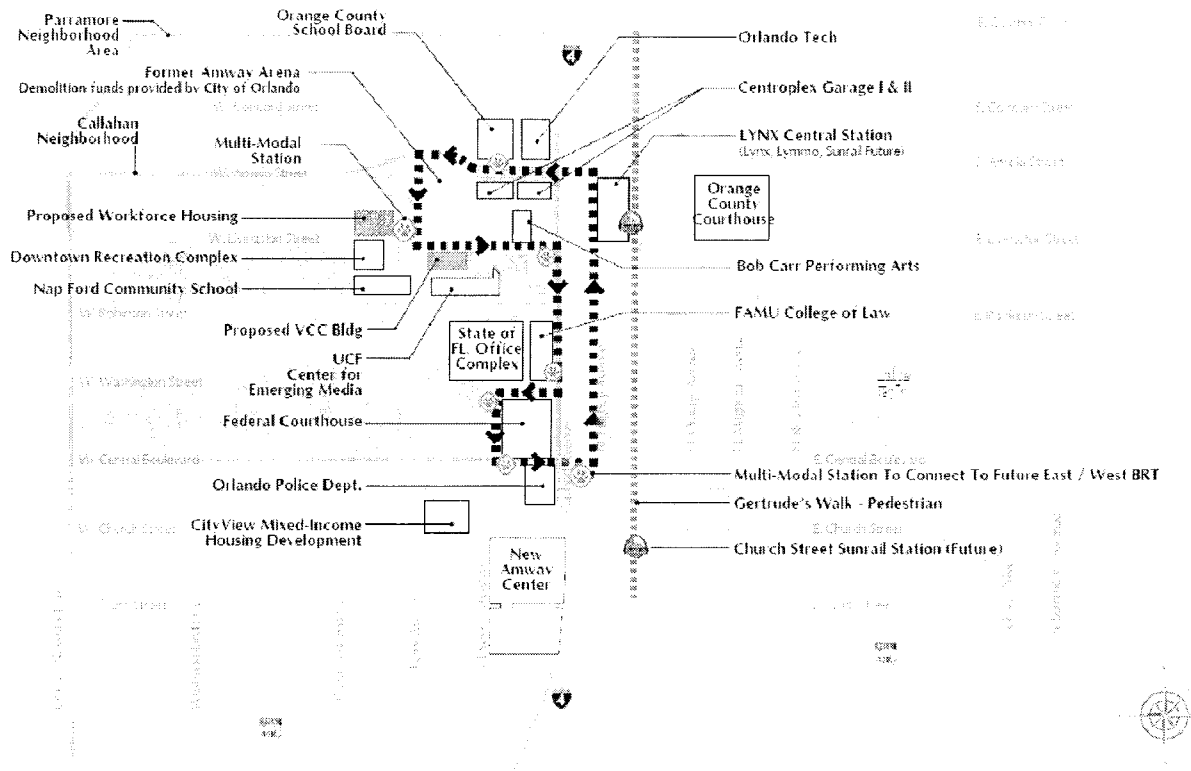
WHEREAS, this MOU will be effective upon the execution of Project Sponsor and the Government.

WHEREAS, the Project Sponsor understands and acknowledges that the Government has established a deadline for entering into this MOU of no later than March 31, 2011.

I. CONCISE STATEMENT OF WORK

1. Project Location

Orlando's proposed 2.1-mile Parramore Fixed Guideway BRT Expansion project will be routed through downtown Orlando's historic Parramore and Callahan neighborhoods. This proposed expansion of transportation services will link Orlando's Title VI neighborhoods and various educational facilities (University of Central Florida Center for Emerging Media, Florida Agricultural and Mechanical University College of Law, Nap Ford Community School, Orlando Tech), public amenities and job centers (State of Florida Office Complex, Orange County School Board, the Federal Courthouse, Orlando Police Department) and recreation and entertainment venues (Gertrude's Walk, Orlando Downtown Recreation Center, Bob Carr Performing Arts Center, the new Amway Center, historic Church Street) to the LYNX (Central Florida Regional Transit Agency) Central Station, home to bus, BRT and future SunRail service and Orlando's proposed Creative Village Project located within the Parramore and Callahan communities (See the below map)



Proposed 2.1 Mile Parramore BRT Route

2. Project Description

The proposed Parramore Fixed Guideway BRT expansion project represents a 2.1-mile extension of the current Orlando LYMMO BRT system through the historic Parramore and Callahan neighborhoods and the proposed Creative Village redevelopment site. Parramore BRT will also connect key destinations west of I-4 with the existing Urban Core and to the Central Florida region as a whole via the LYNX Central Station and future SunRail service. This fixed guideway BRT expansion project reconfigures the current 0.20 mile northwest loop out and back from LYNX Central Station (LCS) that routes through the Centroplex parking garage to Livingston Street via Hughey Avenue.

The Phase 1 BRT expansion project would continue the route on a BRT exclusive, fixed guideway lane in a counter-clockwise direction from the current terminus of the BRT exclusive, fixed guideway lane on Amelia Street approximately 420 feet west of Hughey Avenue, continuing 0.21 miles west from this point. The route then turns left (south) from the outside BRT lane under an exclusive transit signal phase onto a newly designated Terry Avenue within a BRT exclusive, fixed guideway lane continuing south for 0.13 miles to a new intersection formed by the realignment of Livingston Street with Terry Avenue right-of-way. The route then turns left (east) from the outside BRT exclusive lane under an exclusive

transit signal phase onto a re-aligned Livingston Street within a BRT exclusive, fixed guideway lane that continues 0.24 miles to Hughey Avenue. Approaching the Hughey Avenue intersection the bus will turn right (south) under normal signalized operations into a BRT exclusive, fixed guideway lane designated from within the existing alignment and typical section of Hughey Avenue.

The route continues in a BRT exclusive, fixed guideway lane south on Hughey Avenue 0.25 miles to W. Washington Street then turns right (west) onto W. Washington Street under normal signalized operations into a mixed traffic stream from within the existing alignment and typical section. The route continues westbound 0.11 miles on W. Washington Street then turns left (south) onto Division Avenue under normal non-signalized operations. The route operates within a mixed traffic stream for 0.12 miles along Division Avenue then turns left (east) onto W. Central Boulevard in a BRT exclusive, fixed guideway lane for 0.12 miles to Hughey Avenue. While the segments along W. Washington Street and Division Avenue are the only segments not traveling on BRT exclusives lanes, we do not anticipate any adverse effect on travel times as both roadway segments have limited vehicular travel. The route crosses Hughey Avenue under normal traffic signal operations entering an exclusive, fixed guideway lane for BRT and right turns only within the existing alignment and typical section of W. Central Boulevard traveling east beneath I-4 for 0.07 miles. This segment of the proposed Parramore BRT route will connect to the proposed multi-modal station beneath I-4 and will offer transit connections to various other future transit services, including the future East-West BRT Circulator, which is also proposed to travel along W. Central Boulevard further west into the Parramore neighborhood and east to Thornton Park, and is currently under Alternatives Analysis study. The route continues to the intersection of Garland Avenue then turns left (north) from the exclusive BRT lane under an exclusive transit signal phase onto a BRT exclusive, fixed guideway lane running north on Garland Avenue. The route continues 0.38 miles north along Garland Avenue running in a BRT exclusive, fixed guideway lane until reaching Livingston Street. At Livingston Street, the route continues north on Garland Avenue for 0.04 miles under an exclusive transit signal phase to enter the existing LYMMO BRT lane running on the right outside lane of Garland Avenue adjacent to LYNX Central Station. The route follows along Garland Avenue within the existing BRT exclusive, fixed guideway lane up to Amelia Street, then turning left within the existing LYMMO lane under an exclusive transit signal phase to complete the loop back to the stop located approximately 420 feet west of Hughey Avenue on Amelia Street.

The above description of service provides the preferred operation for proposed 2.1 mile Parramore BRT Expansion project. BRT service will be branded with unique vehicles, shelters/stations and amenities. Specific transit exclusive provisions and existing signal modifications may be refined during project development and engineering phases. Further, the city of Orlando will donate key portions of rights of way and make major intersection and

utility improvements with local funds. Right of way purchases from non-city sources is expected to be minimal.

Key Project Features

- Exclusive fixed guideway lanes
- Service to and from LYNX Central Station
- System branding and station area design (similar or identical to existing LYMMO)
- Inclusion of five (5) designated LYMMO stations and two (2) designated Multi-Modal Stations that will be ADA Accessible.
- 10 minute peak/15 minute off-peak headways (consistent with LYMMO)
- Advanced traffic controls for TSP and exclusive transit movements through signalized intersections
- Onboard next stop announcement
- Next bus arrival station monitors
- Offboard fare collection (if applicable per project finance plan)

Operations / Ridership

The 2.1-mile Parramore BRT operations will be fully funded by the City of Orlando and operated by LYNX. The 2.1-mile Parramore BRT system is proposed as an extension of the current LYMMO system and therefore the operational hours and service frequency will be controlled by LYMMO operating schedules and headways.

II. PROJECT BUDGET

Preliminary Opinion of Cost - Parramore BRT

Updated: Jan 19, 2011

PARRAMORE BRT		Units	Unit Cost	TIGER II	Local Match	Line Total
General						
1	General Conditions			\$316,833	\$90,000	\$406,833
2	Maintenance of Traffic	LS		\$265,000		\$265,000
3	Existing Infrastructure Rework/Demolition	LS		\$275,000		\$275,000
4	Recycle Materials	LS		\$40,000		\$40,000
5	Earthwork	CY	\$20	\$160,000		\$160,000
Roadway Right of Ways						
6	Roadways	LF	\$350	\$682,500	\$200,000	\$882,500
7	Intersection Improvement (non-signalized)	EA	\$50,000	\$100,000		\$100,000
8	Intersection Improvement (signalized)	EA	\$350,000	\$1,041,250		\$1,041,250
9	Pavement, Signage and Marking	Allowance		\$765,000		\$765,000
Stormwater						
10	Collection System Piping	LF	\$225	\$540,000		\$540,000
11	Drainage Structures	EA	\$7,400	\$192,400		\$192,400
12	Temporary Pond	LS	\$150,000	\$100,000		\$100,000
13	Urban Treatment Areas (LID)	Allowance		\$338,800		\$338,800
Utilities						
14	Water	LF	\$85		\$300,000	\$300,000
15	Sewer	LF	\$115		\$100,000	\$100,000
16	Pump Stations *	EA	\$220,000			
17a	Soft Utilities (cable, Phone)	LF	\$80	\$272,000		\$272,000
17b	Electric MH Duct Bank (2,400 lineal feet of electrical duct bank system)	LS			\$413,000	
17c	Electrical cable, switchgear, transformers, removal of partial existing elec. system				\$587,000	
18	Irrigation (Re-use Water)	LF	\$40	\$144,000	\$200,000	\$344,000
Hardscaping						
19	Concrete Sidewalks	SF	\$4.50	\$149,400		\$149,400
20	Pavers	SF	\$8	\$90,000		\$90,000
21	Walls/Steps	Allowance		\$38,000		\$38,000
22	Street Furniture	Allowance		\$60,000	\$75,000	\$135,000
23	Signage, Wayfinding	Allowance		\$30,000	\$69,000	\$99,000
24	Bus Shelters **	Allowance			\$140,000	\$140,000
Landscaping						
25	Trees/Shrubs	SF	\$4	\$70,800		\$70,800
26	Street Trees and Grates	EA	\$3,500	\$245,000		\$245,000
27	Sodding	SF	\$2	\$77,000		\$77,000
28	Master Irrigation Controls/Pumps	Allowance	\$16,500	\$43,000		\$43,000
Lighting/Technology						

29	Street Lights and Conduit	EA	\$7,500	\$607,500	\$200,000	\$807,500
30	Technology Wiring	Allowance	\$5,000	\$10,000		\$10,000
	SUBTOTAL			\$6,653,483	\$2,374,000	\$9,027,483
	BOND			\$133,070	\$36,000	\$169,070
	Contractor Fees			\$332,674	\$90,000	\$422,674
	PD			\$50,000		\$50,000
	Engineering			\$1,290,505		\$1,290,505
	Geotechnical			\$50,000		\$50,000
	Surveying			\$80,000		\$80,000
	Permits and Fees (City, FDOT, Water Management District			\$80,000		\$80,000
	Landscape Design and Irrigation BRT R.O.W.			\$120,000		\$120,000
	Contingency			\$711,922		\$711,922
	Administration Fee			\$498,346		\$498,346
	TOTAL PARRAMORE BRT PROJECT			\$10,000,000	\$2,500,000	\$12,500,000

* Pump station by others, not part of Parramore BRT Project

Note 1: Cost estimates are based on the conceptual design documents. The unit pricing used for this estimate is based on a project of similar scope recently procured in Tampa. Unit pricing and quantities were prepared by a local licensed civil engineer and contractor

III. PROJECT SCHEDULE

1. MOU Signed with FTA – March 31, 2011
2. Complete NEPA Process – June 2011
3. Grant Award – September 2011 -
4. Release RFP for Design/Build – October 2011
5. Proposal Evaluation – November/December 2011
6. Design/Build Contract Awarded –January 2012
7. Ground Breaking Ceremony –August 2012
8. Construction Contract Completed –March 2013
9. Revenue Operating Date – April 2013
10. Project and Grant Closeout –July 2013

Note that the above schedule is based upon a design/build construction process. LYNX and the City of Orlando may determine through the procurement process that the traditional

design/bid/build process is a more efficient and better delivery method. The design/bid/build process, if selected will add approximately 6 months to the construction and operation dates.

IV. CAPITAL FINANCE PLAN


1. Amount of TIGER II Funding: \$10,000,000
2. Amount of Other Federal Funding: N/A
 - a. Sources of Federal Funding:
3. Amount of State Funding: N/A
 - a. Sources of State Funding:
4. Amount of Local Funding: \$2,500,000
 - a. Sources of Local Funding: City of Orlando
5. Total Project Cost: \$12,500,000

EXECUTION BY THE AUTHORIZED PROJECT SPONSOR EXECUTIVE(S)

Executed this 29th day of March, 2011.

Central Florida Regional Transportation Authority (DBA LYNX) and
City of Orlando

Project Sponsor(s)



Signature of Authorized Project Sponsor Executive

CEO

Title

Signature of Authorized Project Sponsor Executive

Title

Signature of Authorized Project Sponsor Executive

Title

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2011.

Signature of FTA Regional Administrator or designee

Title

Consent Agenda Item #6.D. viii**To: LYNX Board of Directors****From: Edward Johnson**
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)**Phone: 407.841.2279 ext: 6058****Item Name: Miscellaneous**
Authorization to Ratify the Amendment to Contract #10-C06 Long Range Transit and Financial Plan 2010-2030**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the amendment to Contract #10-C06 with Tindal-Oliver and Associates, Inc. to add additional corridors for study in the Long Range Transit and Financial Plan (LRTFP) for the additional \$64,000 for a total contract amount of \$449,000.

BACKGROUND:

At the January 27, 2011 Board of Directors' meeting, staff received authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute an amendment to Contract #10-C06 with Tindal-Oliver and Associates, Inc. to add additional corridors for study in the Long Range Transit and Financial Plan (LRTFP) and amend the LYNX FY2011 Operating Budget, accordingly. Subsequent to this authorization the additional fee of \$64,000 was negotiated and the contract was amended to a total amount of \$449,000.

At the January 27, 2010 Board of Directors' meeting, the Board awarded a contract to Tindal-Oliver and Associates, Inc. to develop a Long Range Transit and Financial Plan (2010-2030) in an amount not to exceed \$250,000. At the May 26, 2010 Board of Directors' meeting the contract was amended merging the Long Range Transit and Financial Plan study with METROPLAN's Street Car/BRT study and expanding the level of effort in several work tasks to facilitate additional work not anticipated in the original scope. At that time the total contract amount was increased by \$135,000 to a total of \$385,000. During the first round of public involvement which included the METROPLAN Committees and METROPLAN Board, requests to add three additional corridors to the study were received which fall within the original scope of work, but require additional consulting.

LYNX Board Agenda

Following are the additional corridors to be studied:

1. SR 434/Seminole Way incorporating SR 434 alignment from the intersection with Maitland Boulevard to UCF and SR 434 and SR 417 alignments from UCF to Sanford.
2. Maitland Boulevard from SR 434 east to 17/92.
3. Aloma Avenue from Oviedo to Winter Park.

The scope of work and fee proposal is attached.

FISCALIMPACT:

The total contract amount will be \$449,000, an increase of \$64,000. LYNX staff will amend the FY2011 Operating Budget to include the additional funding from METROPLAN and LYNX UPWP planning funds to support the additional services.

SCOPE OF SERVICES
LYNX LONG RANGE STRATEGIC MASTER PLAN
Updated by Tindale-Oliver & Associates, Inc. (TOA) – 04/19/2010

PURPOSE:

This Long Range Strategic Master Plan (LRSMP) study is to refine the network of fourteen (14) high-capacity transit corridors identified in the 2006 Comprehensive Operations Analysis and the most recent Transit Development Plan. The LRSMP is also to establish a prioritization process to be used by LYNX and its partners through the METROPLAN process for the implementation of projects that will create the envisioned network. A key goal of the plan is to significantly increase the level of transit usage in the region by creating a seamless, linked transit network, using a variety of mobility services (fixed route, Bus Rapid Transit (BRT), flex and point deviation service, commuter and light rail, high speed rail) and to build on the framework of a balanced transportation system envisioned in the regional METROPLAN Orlando 2030 Long Range Transportation Plan (LRTP).

There are two significant study efforts that serve as the basis for the development of the LRSMP. The first is the METROPLAN Orlando Urbanized Area 2030 LRTP, which was completed in September 2009. The consultant team will use this plan as a basis for the regional vision of the transportation network in Central Florida. The work will build off of the analysis and adopted land use data developed for the 2030 LRTP to develop more detailed transit strategies than those in the LRTP.

The second effort is the Five-Year LYNX Service Plan. In 2008–2009, LYNX restructured much of its fixed-route bus service primarily in response to funding reductions. Service was also re-aligned based on current passenger travel patterns focusing more on the fourteen (14) main transit emphasis corridors, many of which were verified from the prior Comprehensive Operations Analysis completed in 2006, where LYNX envisions the potential of developing premium transit service. This effort prepared a service plan built upon the recent changes and anticipated funding and costs for the next five (5) years. The consultant will use the results of this plan as a starting point for the LRSMP.

Finally, the LRSMP will serve as a bridge document to the 2030 LRTP, expanding upon and providing a transit implementation plan for the region’s public transportation vision. The process will be used not only to produce technical documents for LYNX and its partner agencies and jurisdictions, but also to create an educational tool and avenue for the residents and

businesses to be advocates for building an efficient, responsive, and multifaceted public transportation system in Central Florida.

Technical and Planning Assistance in Development of the 2030 LYNX Long Range Strategic Master Plan

INTRODUCTION AND OVERVIEW OF TASKS

A) Task-1: Project Management

This task is for overall management of the study. The following objectives and work elements are intended to ensure the study is completed in the most effective and efficient manner possible.

Objectives:

- Coordinate with LYNX Senior Management and staff and the project steering committee.
- Monitor, organize, and control manpower assignments, work effort, submission of deliverables, schedules, and costs associated with the team's effort on this project.
- Maintain continual control of the progress of work and to ensure that all elements are being coordinated among all interested parties in accordance with direction from LYNX.
- Ensure that the project is developed in a manner that is consistent with Federal Transit Administration (FTA) standards.

Work Elements:

- Project Procedures Manual
Prepare a project procedures manual that defines project goals, assigns project responsibilities, provides project contacts, details the scope of services, and defines the project schedule.
- Kick-Off Meeting
Prepare for and conduct a project kick-off meeting and follow up with detailed minutes.
- Coordination Meetings
Prepare for and conduct four (4) project coordination meetings with LYNX staff, with participants to be determined by LYNX. Develop agenda and minutes for each meeting.

- **Issues/Action Logs**
Develop and maintain an issues/action item list for tracking key elements of the project (monthly updates).
- **Progress Reports**
Develop a monthly progress report to accompany the invoice.
- **Invoices**
Prepare a monthly invoice to LYNX.

Deliverables:

- Project Procedures Manual
- Meeting notices, agenda, materials, and minutes for one (1) kickoff meeting and four (4) coordination meetings
- Issues/Action Item List with monthly updates
- Monthly progress reports
- Monthly project invoices

B) Task-2: Steering Committee

Involvement of LYNX partners in the development of the LRSMP is critical to the success of the plan's implementation. LYNX staff with the assistance of the consultant will create and coordinate a collaborative steering committee of stakeholders to review and comment on each aspect of the study as deliverables are provided. Members should include, but may not be limited to, a representative from each funding partner, FDOT, METROPLAN, and LYNX Senior Management. Coordination with partners will occur in the form of two (2) committees; first, a Project Technical Committee (PTC) that provides a forum for discussion and guidance from a technical perspective; and second, a Project Policy Committee (PPC) that serves as the steering committee from a policy perspective and considers the recommendations of the PTC. The scope of work includes four (4) meetings with the technical committee and four (4) meetings with the policy committee. In addition, Task 2 includes four (4) presentations to Boards, committees, or other forums as requested by LYNX staff. The composition of both committees will be determined in cooperation with LYNX staff as part of the first coordination meeting facilitated as part of Task 1.

Deliverables

- All administrative functions to support the technical and policy committees
- Committee meeting agendas and minutes
- Electronic distribution of all technical reports and incorporation of committee input
- Four (4) meetings with the technical committee

- Four (4) meetings with the policy committee
- Four (4) presentations as requested by LYNX staff

C) Task-3: Public Involvement Program

Public involvement is a critical part of the development and acceptance of the LRSMP. The consultant will work closely with LYNX staff to ensure that a comprehensive and effective Public Involvement Plan is developed and implemented for the entire study process. The goals of the plan should include:

- Promote greater awareness and understanding of LYNX and its vision and mission.
- Increase public ownership and support for public transportation in Central Florida.
- Develop an LRSMP that reflects the desires of the community.
- Enhance the credibility and public confidence in LYNX.
- Provide the general public and all riders of LYNX services the knowledge that their input is being sought and all have an opportunity to participate.

To the extent possible and within available resources, the guiding principles used to shape public engagement activities and serve as a guide to measure the effectiveness will include the following:

- Involve the public in key aspects of the planning process, such as identification of major issues, preferences, and priorities.
- Obtain input from all demographic groups, including targeted outreach to senior citizens, disabled users, school students, and neighborhood associations.
- Ensure that input is sought from users and non-users throughout the LYNX service area.
- Ensure that information is communicated in a clear, credible, concise, non-technical, and consistent manner.
- Ensure that questions raised are responded to and considered.
- Provide a high level of coordination with other agencies and governments.
- Make effective use of resources.
- Make a special effort to inform and engage those that have been underrepresented in the past.
- Notify the public when key decisions will be made and provide adequate opportunity for comments.

The Consultant will prepare a Public Involvement Plan (PIP) to organize the overall approach to public outreach for this project and LYNX global outreach objectives. The PIP will

document the approach to eight (8) public outreach opportunities as part of this project. To maximize participation, emphasis will be placed on piggy-backing these opportunities with other community events. A presentation will be incrementally developed throughout the project to support public outreach opportunities and other presentation opportunities. This presentation will become a resource for LYNX staff to use as part of a Speaker's Bureau that will be managed by LYNX staff.

The PIP will also reflect additional efforts to be completed by LYNX staff and other consultants as part of separate projects and contracts (e.g., market research, other outreach efforts, etc.). It is also important for the PIP to be flexible in the event that the approach needs to be revised to increase participation in other ways.

Deliverables

- Public Involvement Plan describing all phases of the public involvement in the planning process.
- Facilitate eight (8) public outreach opportunities, including event coordination, preparation, facilitation, and summaries. The specifics of the outreach opportunities will be determined as part of the public involvement plan preparation.
- Meeting summaries will include a list of attendees, topics, comments and suggestions, and any action items identified to be addressed. The reports will be transmitted to LYNX and will be included in the agenda packets for the next technical and policy steering committee meetings.

D) Task-4: Financial Planning

This task involves identifying all existing funding sources, as well as an estimation of potential future revenues. The consultant will use as a starting point the Financial Resources Report developed for the Year 2030 LRTP adopted by METROPLAN and build from the 5-Year Service Plan financial analysis to determine the financial capacity of the agency to implement the elements of the LRSMP. The consultant will be responsible for generally identifying potential new funding sources and will assess the potential financial impacts of recent Florida Growth Management legislation. Existing and future funding sources will be documented along with the process by which each source could potentially be developed. The funding plan will be detailed in five-year increments through 2030.

Product/Deliverables

- Updated financial model expanded through 2030, including refinement for various transit technologies
- Documented financial model run for two (2) alternatives
- Tech Memo #1 - Incrementally developed financial report to include all cost estimates for two (2) overall alternatives; documentation to include tabular and graphical summaries of existing and potential revenue sources, including an assessment of the implications of SB 360

E) Task-5: Regional Growth Trends

This task consists of reviewing existing conditions and trends, as well as future growth forecasts to 2030 in coordination with other planning efforts in the region. This will include, but not be limited to data recently developed by METROPLAN, the “How Shall We Grow” effort, and recently updated Comprehensive Plans by the local jurisdictions as included in the 2030 LRTP. The information will be used to analyze the influence of current and proposed land use plans on transit success. Generalized recommendations will be made for potential land use modifications that will encourage transit-friendly development along the fourteen (14) high capacity transit corridors. Additionally, it will include recommendations of land uses and densities to be associated with each type of mobility service (fixed route, Bus Rapid Transit (BRT), flex and point deviation service, commuter and light rail) to support the level of service potential of each type of mobility service. This approach includes a general assessment of TOD potential along the fourteen (14) corridors.

Deliverables

- Tech Memo #2 - Technical report documenting the analysis of regional growth trends and conclusions.

F) Task-6: Building on Existing System Plans

LYNX recently completed its 5-year Service Plan. In 2008-2009, LYNX restructured much of the fixed-route service primarily in response to funding reductions, but also to re-align service based on current passenger travel patterns. This 5-year service plan examined the short-term demand and funding availability to identify the most effective and efficient system possible. The consultant will build upon this effort to the study horizon year of 2030. The consultant will also use baseline information and data from other sources, including the METROPLAN 2030 LRTP, the 2006 Comprehensive Operations Analysis, and other relevant planning efforts (Sun Rail, High Speed Rail, etc.). The Consultant will

document the baseline conditions, assumptions, and a framework for the development of the LRSMP. It is assumed that the 5-year Service Plan will be the starting point from which to initiate this task.

Deliverables

- Tech Memo #3 - Technical report documenting baseline conditions, assumptions, and a global framework for the LRSMP to bridge the gap from the 5-Year Service Plan to the 2030 LRTP. The report shall summarize a starting point from which this study begins in all areas of the study, such as existing service level and costs, growth assumptions, ridership, etc.

G) Task-7: Preliminary Regional Transit Master Plan Alternatives

The consultant will develop a draft LRSMP based on the goals, objectives, and supporting information developed in the previous tasks. For each corridor, the draft plan will include two (2) service alternatives, to be developed with consideration of local support, previous technical analysis, and the ability to serve a regional travel market. The two (2) alternatives for each corridor will include:

- (1) Trend Scenario (service plan that corresponds with current development patterns along each corridor)
- (2) Constrained TOD Scenario (service plan that corresponds with generalized TOD assumptions but is constrained within high probability funding)

The draft plan will also include the development of a prioritization process and implementation strategies that will support the preparation of a phased implementation plan of projects in Task 8. The desired result of these efforts is a seamless and connected transit network, using a variety of mobility services (fixed-route bus, BRT, circulator service, flex and point deviation service, commuter and light rail, etc.).

Deliverables

- Tech Memo #4 - Technical report to include the development and assessment of two (2) alternatives for each corridor and the development of a prioritization process to be applied in Task 8. Preliminary implementation strategies will be developed for further consideration as part of the technical process in Task 8.

H) Task-8: Technical Process

A technical analysis of the alternatives will be conducted concurrently with the public involvement program, soliciting comments on the alternatives under consideration. The process will use a multi-phased approach to focus on where improvements are most needed to serve current and forecast regional transit needs. To develop and evaluate alternatives, the following criteria should be considered:

- Identify options that are attractive for longer distance trips, such as connecting activity centers.
- Identify options that connect population centers and multimodal facilities such as airports, rail stations, etc.
- Consider future employment and population centers served.
- Identify options with the greatest potential for fare box revenue and grant eligibility.
- Choose transit service technologies that best address the needs of each alternative.
- Identify the financial impacts for each option to include facility, equipment, and operating cost estimates.

The consultant will apply the prioritization process developed in Task 7 and recommend a phased transit development and implementation plan for each corridor. Each option will be defined, including a discussion of the scenarios that would cause the option to be considered, the benefits of the option to adjacent land uses and businesses, and the factors that would lead to transition to another option. The plan will include criteria to use as benchmarks to identify when to move to the next phase of the implementation plan. The benchmarks are likely to include land use densities and intensities, ridership on existing service, local support, and funding.

Deliverables

- Technical Report 1 - Draft - To include draft documentation of the technical analysis and resulting phased transit development and implementation plan.
- Technical Report 2 - Final - To include final documentation of the technical analysis and resulting phased transit development and implementation plan.
- Executive Summary – A simple and user-friendly Executive Summary will be prepared to document the LRSMP.

I) Task-9: Development of Supporting Network

To be successful, as each of the high capacity transit corridors moves up to premium transit service, a support network of fixed route, flex bus, point route deviation, and other support

services will be developed for the unconstrained TOD scenario. The consultant will conduct a sketch level analysis for a transit support network, infrastructure plan (shelters, superstops, exclusive bus lanes, etc.), and technology plan (Transit Signal Priority-TSP, etc.) for each corridor. A phased implementation of the supporting network will be developed to correspond with the phasing of premium transit services developed as part of the unconstrained TOD scenario in Task 8.

Deliverables

- Tech Memo #5 - Technical report summarizing the supporting transit network needed to support the unconstrained TOD scenario. The report will also document the infrastructure and technology plans that support the LRSMP.

FINAL DELIVERABLES

The consultant will provide a single compilation of all deliverables in final version in both bound, labeled, tabbed, and indexed printed format and in electronic format on CD/DVD to each member of the steering committee and an additional three copies to the LYNX Project Manager (total copies not to exceed 30). Additionally, the LYNX Project Manager will receive a compilation CD/DVD of all finalized supporting material (memos, worksheets, public input records, GIS shape files, including transit routes, transit corridors, service areas, proposed amenities, etc.).

A complete summary of deliverables by task is provided as follows:

- **Task 1: Project Management**
 - Project Procedures Manual (electronic only)
 - Meeting notices, agenda, materials, and minutes for one (1) kickoff meeting and four (4) coordination meetings
 - Issues/Action Item List with monthly updates
 - Monthly progress reports
 - Monthly project invoices
- **Task 2: Steering Committee**
 - All administrative functions to support the technical and policy committees
 - Committee meeting agendas and minutes
 - Electronic distribution of all technical reports and incorporation of committee input
 - Four (4) meetings with the technical committee
 - Four (4) meetings with the policy committee
 - Four (4) presentations as requested by LYNX staff

- **Task 3: Public Involvement Program**
 - Public Involvement Plan describing all phases of the public involvement in the planning process (electronic only).
 - Facilitate eight (8) public outreach opportunities, including event coordination, preparation, facilitation, and summaries.
- **Task 4: Financial Planning**
 - Updated financial model expanded through 2030, including refinement for various transit technologies
 - Documented financial model run for two (2) alternatives
 - Tech Memo #1 - Incrementally developed financial report to include all cost estimates for two (2) overall alternatives (5 copies and electronic)
- **Task 5: Regional Growth Trends**
 - Tech Memo #2 - Technical report documenting the analysis of regional growth trends and conclusions regarding the two (2) growth scenarios
- **Task 6: Building on Existing System Plans**
 - Tech Memo #3 - Technical report documenting baseline conditions, assumptions, and a global framework for the LRSMP to bridge the gap from the 5-Year Service Plan to the 2030 LRTP (5 copies and electronic).
- **Task 7: Preliminary Regional Transit Master Plan Alternatives**
 - Tech Memo #4 - Technical report to include the development and assessment of two (2) alternatives for each corridor and the development of a prioritization process to be applied in Task 8. Preliminary implementation strategies will be developed for further consideration as part of the technical process in Task 8 (5 copies and electronic).
- **Task 8: Technical Process**
 - Technical Report 1 - Draft - To include draft documentation of the technical analysis and resulting phased transit development and implementation plan (5 copies and electronic).
 - Technical Report 2 - Final - To include final documentation of the technical analysis and resulting phased transit development and implementation plan (5 copies and electronic).
 - Executive Summary – A simple and user-friendly Executive Summary will be prepared to document the LRSMP (5 copies and electronic).
- **Task 9: Development of Supporting Network**
 - Tech Memo #5 - Technical report summarizing the supporting transit network needed to support the premium service scenarios. The report will

also document the infrastructure and technology plans that support the LRSMP (5 copies and electronic).

- **Final Deliverables**

- Compilation of Final Deliverables (30 copies with CD/DVD)
- Electronic copy of all deliverables and relevant files (one CD/DVD)

PROJECT BUDGET

The budget by task and TOA Team member is provided below.

PROJECT SCHEDULE

The project will be completed with 10 months of the task authorization date for this scope of services. A detailed project schedule will be prepared for review as part of the kickoff meeting with LYNX staff.

Consent Agenda Item #6.D. ix**To: LYNX Board of Directors****From: Bert Francis**
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)**Phone: 407.841.2279 ext: 6047****Item Name: Miscellaneous**
Authorization to Write-off Assets as of June 30, 2010 Physical Inventory
Count and Reconciliation**Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to write-off tangible fixed assets with a net book value in the amount of \$0. As a result of the June 30, 2010 physical fixed asset inventory count and reconciliation, these assets include office and computer equipment, furniture and fixtures determined to be obsolete and no longer useful, garage and shop equipment that was broken and beyond repair, and other items considered as not found.

BACKGROUND

In accordance with Federal Transit Administration (FTA) Circular 5010.1D Chapter II, 3.e., LYNX must take a physical inventory of its equipment and reconcile the results to the financial records at least once every two years. As instructed by the LYNX Board, LYNX performs an annual physical inventory at the end of each fiscal year. According to the financial records, the following is the description, acquisition value, and net book value of the assets requested for write-off:

Capital Assets Description	Acquisition Value	Net Book Value
Terminal	\$11,400.78	\$ -
Shelters	\$50,688.99	-
Office Equipment	\$18,216.93	-
Telecomm Equipment	\$9,446.14	-
Computer Equipment	\$53,151.99	-
Printers and Peripherals	\$4,514.27	-
Garage & Shop Equipment	\$2,085.00	-
Communication Equipment	\$3,000.00	-
Office Furniture	\$1651.01	-
<i>Total</i>	<i>\$154,155.11</i>	<i>\$ 0</i>

The results of the June 30, 2010 physical inventory count are as indicated above.

FISCAL IMPACT

The fiscal impact is \$0, which is the net book value of the assets being written-off and the amount due to FTA.

LYNX ASSETS
FY2010 Physical Inventory Recommended Disposals

Acquisition Date	Company Asset Number	Description	Acquisition Value	Current Accumulated Depreciation	Net Book Value
9/21/1995	95233STT3002	CONCRETE MESH BENCHES	6,450.00	6,450.00	0
3/31/1996	96233STT3003	RECYCLE BIN	2,697.78	2,697.78	0
3/30/1995	95233STT3001	MESH/CONCRETE BENCHES	2,253.00	2,253.00	0
		Subtotal Terminal	\$11,400.78		\$ 0
9/30/2002	2993	Shelter - Gateway East	10,886.77	10,886.77	0
9/30/2002	2994	Shelter - Gateway West	10,577.87	10,577.87	0
1/14/1999	1858	1998 TRASH RECEPTACLES FOR SHELTERS	3,428.10	3,428.10	0
2/8/1996	96271STN3003	PLAQUES, FL. HOSPITAL	2,972.00	2,972.00	0
9/26/1996	96233STN3022	RECEPTACLE	2,662.50	2,662.50	0
5/30/1996	96233STN3013	TRASH RECEPTACLE	2,662.50	2,662.50	0
12/7/1995	95233STN3003	TRASH RECEPTACLE	2,537.50	2,537.50	0
4/24/1997	97316STN3003	TRASH RECEPTACLE	2,175.00	2,175.00	0
6/29/1999	1735	WAVE BENCH ON US 17-92	2,132.00	2,132.00	0
6/29/1999	1734	WAVE BENCH ON US 17-92	2,132.00	2,132.00	0
6/29/1999	1733	WAVE BENCH ON US 17-92	2,132.00	2,132.00	0
6/29/1999	1732	WAVE BENCH ON US 17-92	2,132.00	2,132.00	0
5/30/1996	96233STN3014	TRASH RECEPTACLE	1,598.75	1,598.75	0
12/30/1995	95233STN3008	TRASH RECEPTACLE	1,410.00	1,410.00	0
8/1/1996	96233STN30	TRASH RECEPTACLE	1,250.00	1,250.00	0
		Subtotal Shelters	\$50,688.99		\$ 0
8/19/1993	93204SFE5145	SHREDDER, DATATECH	5,624.38	5,624.38	0
4/5/2001	2777	EXHIBIT SYSTEM-CURVED COMPACT	4,798.00	4,798.00	0
6/1/2000	2508	FREE STANDING EXHIBIT DISPLAY FOR JOB FAIRS	4,455.00	4,455.00	0
12/18/1997	2027	KIOSK-MONITOR CABINET	1,819.93	1,819.93	0
5/29/2001	2794	BUTTON MAKER MACHINE	654.44	654.44	0
12/29/2000	2688	MICROWAVE OVEN	516.21	516.21	0
7/13/2000	2518	HEPA AIR CLEANER	348.97	348.97	0
		Subtotal Office Equipment	\$18,216.93		\$ 0
7/27/1995	95233SCC5154	H - CABLE, PHONE	4,880.61	4,880.61	0
6/26/1997	97294SCT5147	FURNISH/INSTALL PHONE	2,283.53	2,283.53	0
4/30/1997	97294SCT5147	FURNISH/STALL PHONE	2,282.00	2,282.00	0
		Subtotal Telecomm Equipment	\$9,446.14		\$ 0
7/3/1997	2425 C	SFTWR GREAT PLAINS AND SUPPORT (PART)INCL FIS	12,270.00	12,270.00	0
8/8/2005	1701K	Software, Netware	7,080.00	7,080.00	0
12/29/1999	1989	SOFTWARE-(2)SGL SERVER 7.0 W/95 WITH 35 LICENSES	5,224.77	5,224.77	0
4/30/1997	2116	COMPUTER, XPI CD	5,214.00	5,214.00	0
4/23/1998	98316LCC5048	HARD DRIVE (6), DELL POWEREDGE S/N CY45C	4,962.00	4,962.00	0
1/23/1992	1701 A	SFTWR NOVELL VERS.3.11 & COMPS.	4,835.98	4,835.98	0

Acquisition Date	Company Asset Number	Description	Acquisition Value	Current Accumulated Depreciation	Net Book Value
9/30/1996	2414 A	SFTWR NORTON ANTI VIRUS LIC 100 USER LIC	2,670.00	2,670.00	0
3/19/1999	1642	SOFTWARE-DATACARD QUICKWORKS 2.5(PRINT ID BADGES)	2,495.00	2,495.00	0
12/2/1999	1941	NOVELL NETWARE 50 USER LICENSE VER 4.2	2,392.50	2,392.50	0
5/11/2000	2530	SOFTWARE-CRS UPGRADE	2,000.00	2,000.00	0
9/30/1996	2433 C	SFTWR POWERPOINT V.4.0/WINDOWS (OFFICE)	997.85	997.85	0
4/24/2002	1687A	Hard Drive 18G for PwrEdge	747.00	747.00	0
3/13/2003	3708	Sftwr - Medifax	695.00	695.00	0
3/5/1998	2434	SOFTWARE-VISUAL FOX PRO	454.00	454.00	0
11/9/2001	2936	SOFTWARE-ADOBE ILLUSTRATOR V9.0	389.89	389.89	0
12/30/1999	1983	SOFTWARE-GRAPHICS SERVER 5.1	365.00	365.00	0
9/23/1999	1802	ADVANCED PORT REPLICATOR W/ MONITOR STAND	359.00	359.00	0
		Subtotal Computer Equipment	\$53,151.99		\$ 0
11/27/1996	96271LCC5276	PRINTER HP LASERJET 5 W/MISC	1,916.00	1,916.00	0
6/26/1997	97271LSS5224	PRINTER, HP LASERJET 5N	1,327.34	1,327.34	0
7/3/1997	97271LFP5318	PRINTER, HP LASERJET 5N	1,270.93	1,270.93	0
		Subtotal Printers and Peripherals	\$4,514.27		\$ 0
4/26/2001	2781	GENERATOR RUN-OUT TOOL	500.00	500.00	0
11/30/1995	2336	FAN-PORTABLE FLOOR	317.00	317.00	0
11/30/1995	2302	FAN-PORTABLE FLOOR	317.00	317.00	0
11/30/1995	2301	FAN-PORTABLE FLOOR	317.00	317.00	0
11/30/1995	2300	FAN-PORTABLE FLOOR	317.00	317.00	0
11/30/1995	2299	FAN-PORTABLE FLOOR	317.00	317.00	0
		Subtotal Garage & Shop Equipment	\$2,085.00		\$ 0
6/15/1995	95271SMQ3002	DISPATCH CONTROL	3,000.00	3,000.00	0
		Subtotal Communication Equipment	\$3,000.00		
11/24/1995	95233LHF5477	CHAIR, SWIVEL, HI-BACK, GREY LEATHER	916.21	916.21	0
6/22/2000	2513	CHAIR-HIGH BACK W/ARMS	425.25	425.25	0
7/30/1998	1529	MANAGERIAL CHAIR	309.55	309.55	0
		Subtotal Office Furniture	\$1651.01		\$ 0
		Total	\$154,155.11		\$ 0

Action Agenda Item #7.A**To: LYNX Board of Directors****From: Bert Francis**
CHIEF FINANCIAL OFFICER
Bert Francis
(Technical Contact)**Phone: 407.841.2279 ext: 6047****Item Name: Authorization for Staff to Pursue and Implement a Fuel Hedging Program****Date: 4/7/2011**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to pursue a fuel hedging arrangement (as described below) with one or more appropriate third parties and for the CEO or designee to execute whatever documents are necessary to implement said program, including executing what is referred to as the ISDA Agreement for the purpose of facilitating a fuel hedging program. This authorization would further include the ability of the CEO or designee on an on-going basis to undertake and deal with that fuel hedging arrangement, all as set forth below within the purview of Administrative Rule #4. This authority would not need any further approval as long as the program would provide for a fuel cost within the current LYNX budget for fuel and, in any event, if any questions or other issues arise, then with the approval of the Chairman of the LYNX Board.

BACKGROUND:

LYNX staff has been working for several months in an attempt to facilitate a fuel hedging program to curtail some of the extreme volatility we have experienced in the price of fuel. The hedging program is not meant to "out-guess" the market for fuel, but rather is an attempt to eliminate some of the pricing volatility we are experiencing. This program, combined with establishing a Fuel Stabilization Fund, will give LYNX, and ultimately our funding partners, some assurance of price and funding stability, at least as it pertains to the purchase of fuel.

Staff has reviewed several options to hedging such as purchasing fuel future contracts, hedging volume with a "swap", purchasing a price "cap" to lock in future purchases, or purchasing a "costless collar" in an attempt to curb pricing volatility. The costless collar option seems to be the most attractive at the present time. The costless collar has the following attributes:

- The collar involves buying a cap option and selling a floor option.

- LYNX would receive the same protection that a cap option provides. However, instead of paying an upfront premium, LYNX pays for this cap option by selling a floor option.
- LYNX loses the benefit of falling prices below the floor option strike price.
- Most collars are “costless”, meaning the upfront premium owed for the cap option is offset by the upfront premium received for the floor option.

If approved, staff would further request that this arrangement be handled in a similar manner to future contracts under Administrative Rule #4. Under section 4.4.9(A) (4), “If the Authority has entered into a Contract with a vendor for the purchase of future contracts, the CEO shall have the authority to make said purchase provided that the price for fuel so acquired is within the budget approved by the Governing Board for fuel purchase for that particular year. The foregoing sentence will be met if the CEO is of the reasonable opinion that the price per gallon contained in said future contract, along with other existing and contemplated purchase by the Authority, will not cause the approved budget amount for fuel purchases to be exceeded for that fiscal year.”

Staff is approaching this matter without pursuing an RFP, as this matter is “time sensitive”, in the sense that implementing a fuel hedging program depends on a number of factors and the short time available to make a decision. As indicated above, it is the intent of the LYNX staff to implement such a program in order to secure for LYNX a more stable cost for its fuel, in accordance with the approved fuel budget. LYNX staff has been speaking with third parties to provide such a fuel hedging program and the staff intends to speak with one or more providers in an effort to get the best price for LYNX.

FISCAL IMPACT:

If future fuel prices remain within the costless collar, there will be no effect on the ultimate price fuel. If the future price of fuel goes above the cap strike price, the third party will pay LYNX the difference times the monthly volume. If the future price of fuel falls below the cap strike price, LYNX will pay the third party the difference times the monthly volume. The current fuel budget for FY2011 is \$12,141,320.



International Swaps and Derivatives Association, Inc.

2002 MASTER AGREEMENT

dated as of

..... and

have entered and/or anticipate entering into one or more transactions (each a “Transaction”) that are or will be governed by this 2002 Master Agreement, which includes the schedule (the “Schedule”), and the documents and other confirming evidence (each a “Confirmation”) exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this “Master Agreement”.

Accordingly, the parties agree as follows:—

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this “Agreement”), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting of Payments.** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) **Deduction or Withholding for Tax.**

(i) **Gross-Up.** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

- (1) promptly notify the other party ("Y") of such requirement;
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) **Liability.** If:—

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. Representations

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any “Additional Representation” is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) **Basic Representations.**

(i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
 - (v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- (b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.
- (c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.
- (d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.
- (e) **Payer Tax Representation.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.
- (f) **Payee Tax Representations.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.
- (g) **No Agency.** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

- (a) **Furnish Specified Information.** It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:—
 - (i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;
 - (ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply With Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) **Tax Agreement.** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) **Payment of Stamp Tax.** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located (“Stamp Tax Jurisdiction”), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party’s execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an “Event of Default”) with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) **Breach of Agreement; Repudiation of Agreement.**

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any

Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) ***Misrepresentation.*** A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default Under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross-Default.** If “Cross-Default” is specified in the Schedule as applying to the party, the occurrence or existence of:—

(1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) ***Merger Without Assumption.*** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution:—

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) ***Termination Events.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:—

(i) ***Illegality.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):—

(1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit Support Document or to comply with any other material provision of such Credit Support Document;

(ii) ***Force Majeure Event.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:—

(1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or

impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) **Tax Event.** Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iv) **Tax Event Upon Merger.** The party (the “Burdened Party”) on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganising, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, “X”) and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A “Designated Event” with respect to X means that:—

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the

date of this Master Agreement) to, or reorganises, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) **Additional Termination Event.** If any “Additional Termination Event” is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) ***Hierarchy of Events.***

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) ***Deferral of Payments and Deliveries During Waiting Period.*** If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:—

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) ***Inability of Head or Home Office to Perform Obligations of Branch.*** If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party’s head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or

compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. Early Termination; Close-Out Netting

(a) ***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) *Right to Terminate Following Termination Event.*

(i) ***Notice.*** If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) ***Transfer to Avoid Termination Event.*** If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) ***Two Affected Parties.*** If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) ***Right to Terminate.***

(1) If:—

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2) following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) ***Calculations; Payment Date.***

(i) ***Statement.*** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (I) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) ***Payment Date.*** An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the “Early Termination Amount”) will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) ***Termination Events.*** If the Early Termination Date results from a Termination Event:—

(1) ***One Affected Party.*** Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) ***Two Affected Parties.*** Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party “X”) and the lower amount so determined (by party “Y”) and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) **Mid-Market Events.** If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) **Adjustment for Bankruptcy.** In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Adjustment for Illegality or Force Majeure Event.** The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) **Pre-Estimate.** The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) **Set-Off.** Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non-defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. Transfer

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section 7 will be void.

8. Contractual Currency

(a) ***Payment in the Contractual Currency.*** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the “Contractual Currency”). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) ***Judgments.*** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is able, acting in good faith and using

commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) **Separate Indemnities.** To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) **Evidence of Loss.** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) **Amendments.** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) Counterparts and Confirmations.

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) ***Interest and Compensation.***

(i) ***Prior to Early Termination.*** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) ***Interest on Defaulted Payments.*** If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) ***Compensation for Defaulted Deliveries.*** If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) ***Interest on Deferred Payments.*** If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event

continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) *Compensation for Deferred Deliveries.* If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired,

the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) ***Early Termination.*** Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) *Unpaid Amounts.* For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) *Interest on Early Termination Amounts.* If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) ***Interest Calculation.*** Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organisation, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries with respect to a Transaction through any Office listed in respect of that party in the Schedule (but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. Expenses

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;
- (v) if sent by electronic messaging system, on the date it is received; or

- (vi) if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

- (b) **Change of Details.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

- (a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

- (b) **Jurisdiction.** With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement (“Proceedings”), each party irrevocably:—

- (i) submits:—

- (1) if this Agreement is expressed to be governed by English law, to (A) the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court; or

- (2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

- (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

- (iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

- (c) **Service of Process.** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party’s Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

- (d) **Waiver of Immunities.** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

“Additional Representation” has the meaning specified in Section 3.

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Agreement” has the meaning specified in Section 1(c).

“Applicable Close-out Rate” means:—

(a) in respect of the determination of an Unpaid Amount:—

(i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;

(iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and

(iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and

(b) in respect of an Early Termination Amount:—

(i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:—

(1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;

(2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and

(3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

- (1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;
- (2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;
- (3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and
- (4) in all other cases, the Termination Rate.

“Applicable Deferral Rate” means:—

(a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;

(b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and

(c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

“Automatic Early Termination” has the meaning specified in Section 6(a).

“Burdened Party” has the meaning specified in Section 5(b)(iv).

“Change in Tax Law” means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

“Close-out Amount” means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in

Section 2(a)(iii)) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

- (i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;
- (ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or
- (iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

- (1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

“Confirmation” has the meaning specified in the preamble.

“consent” includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

“Contractual Currency” has the meaning specified in Section 8(a).

“Convention Court” means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Cross-Default” means the event specified in Section 5(a)(vi).

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a).

“Designated Event” has the meaning specified in Section 5(b)(v).

“Determining Party” means the party determining a Close-out Amount.

“Early Termination Amount” has the meaning specified in Section 6(e).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iv).

“electronic messages” does not include e-mails but does include documents expressed in markup languages, and **“electronic messaging system”** will be construed accordingly.

“English law” means the law of England and Wales, and **“English”** will be construed accordingly.

“Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

“Force Majeure Event” has the meaning specified in Section 5(b).

“General Business Day” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

“Illegality” has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority), and **“unlawful”** will be construed accordingly.

“Local Business Day” means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognised principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

“Local Delivery Day” means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

“Master Agreement” has the meaning specified in the preamble.

“Merger Without Assumption” means the event specified in Section 5(a)(viii).

“Multiple Transaction Payment Netting” has the meaning specified in Section 2(c).

“Non-affected Party” means, so long as there is only one Affected Party, the other party.

“Non-default Rate” means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Other Amounts” has the meaning specified in Section 6(f).

“Payee” has the meaning specified in Section 6(f).

“Payer” has the meaning specified in Section 6(f).

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Proceedings” has the meaning specified in Section 13(b).

“Process Agent” has the meaning specified in the Schedule.

“rate of exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

“Schedule” has the meaning specified in the preamble.

“Scheduled Settlement Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Specified Entity” has the meaning specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Stamp Tax” means any stamp, registration, documentation or similar tax.

“Stamp Tax Jurisdiction” has the meaning specified in Section 4(e).

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

“Tax Event” has the meaning specified in Section 5(b).

“Tax Event Upon Merger” has the meaning specified in Section 5(b).

“Terminated Transactions” means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

“Termination Currency” means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

“Termination Currency Equivalent” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

“Termination Event” means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

“Termination Rate” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

“Threshold Amount” means the amount, if any, specified as such in the Schedule.

“Transaction” has the meaning specified in the preamble.

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other

compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2), as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

“Waiting Period” means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

.....
(Name of Party)

.....
(Name of Party)

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Action Agenda Item #7.B

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)
Starlin Rolle
(Technical Contact)
Ed Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2010

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' acceptance of the annual financial audit and Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2010.

BACKGROUND:

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

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$500,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida single Audit Act, related to audits of State financial assistance. Pursuant to these Acts, LYNX' independent certified public accountants, Cherry, Bekaert & Holland, L.L.P., have conducted the audit for the fiscal year ended September 30, 2010.

An unbound draft copy of the CAFR, which includes the audit report of Cherry, Bekaert & Holland, L.L.P. will be provided for your review. The final report will be provided to each member of the Board at the April 7, 2011 Board Meeting.

The auditors have issued an unqualified "clean" opinion on both financial and compliance audits. The auditor's Management Letter Comments and Management's responses are included as a

LYNX Board Agenda

separate document accompanying the annual financial report. The results of operations and the annual audit were explained in detail at the audit committee meeting.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

of the

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY d/b/a
LYNX

FOR YEAR ENDED
SEPTEMBER 30, 2010

PREPARED BY THE FINANCE DEPARTMENT

Albert J. Francis II, CPA, Chief Financial Officer
Blanche W. Sherman, CPA, Director of Finance

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITYd/b/a
LYNX

COMPREHENSIVE ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS

INTRODUCTORY SECTION

TABLE OF CONTENTS	i
BOARD OF DIRECTORS, EXECUTIVE DIRECTOR, STAFF	iii
ORGANIZATIONAL CHART	iv
LETTER OF TRANSMITTAL	1
CERTIFICATE OF ACHIEVEMENT	14

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT	15
MANAGEMENT'S DISCUSSION AND ANALYSIS	17
BASIC FINANCIAL STATEMENTS:	
BALANCE SHEETS	22
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS	24
STATEMENTS OF CASH FLOWS	25
NOTES TO FINANCIAL STATEMENTS	26
REQUIRED SUPPLEMENTARY INFORMATION	38
SUPPLEMENTARY SCHEDULE OF REVENUES AND EXPENSES-BUDGET VS. ACTUAL (BUDGETARY BASIS)	40

STATISTICAL SECTION

STATISTICAL INFORMATION	41
MISCELLANEOUS STATISTICS	42
REVENUES, EXPENSES, AND CHANGES IN NET ASSETS-LAST TEN YEARS	43
CONDENSED SUMMARY OF NET ASSETS-LAST TEN YEARS	44
TOTAL DEBT-LAST TEN YEARS	45
REVENUE BY SOURCE-LAST TEN YEARS	46
REVENUES BY SOURCE (PERCENTAGES)-LAST TEN FISCAL YEARS	47

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITYd/b/a
LYNX

COMPREHENSIVE ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS (CON'T.)

STATISTICAL SECTION

FARE STRUCTURE	48
FARE TRENDS-LAST TEN YEARS	49
FAREBOX RECOVERY PERCENTAGE-LAST TEN YEARS	50
BUDGETED STAFFING TRENDS-LAST TEN YEARS	51
TOP TEN EMPLOYERS-SERVICE AREA EMPLOYERS CURRENT YEAR AND NINE YEARS AGO	52
EMPLOYMENT PERCENTAGE BY INDUSTRY-SERVICE REGION LAST TEN YEARS	53
POPULATION BY SERVICE COUNTY-LAST TEN YEARS	54
MEDIAN HOUSEHOLD INCOME BY SERVICE COUNTY-LAST TEN YEARS	55
UNEMPLOYMENT BY SERVICE COUNTY-LAST TEN YEARS	56
EMPLOYMENT BY SERVICE COUNTY-LAST TEN YEARS	57
GENERAL STATISTICAL TRENDS-LAST TEN FISCAL YEARS	58
OPERATING EXPENSES BY OBJECT-LAST TEN YEARS	59
OPERATING EXPENSES BY FUNCTION-LAST TEN YEARS	60
OPERATING EXPENSES PER MILE-LAST TEN FISCAL YEARS	61
RISK MANAGEMENT-INSURANCE POLICIES-FISCAL YEAR 2010	62

SINGLE AUDIT SECTION

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	64
SCHEDULE OF LOCAL FINANCIAL ASSISTANCE	66
SCHEDULE OF STATE FINANCIAL ASSISTANCE	67
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS AND LOCAL AND STATE FINANCIAL ASSISTANCE	68
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	69
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR FEDERAL AWARDS PROGRAM AND STATE FINANCIAL ASSISTANCE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133 AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL	71
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	73
SCHEDULE OF PRIOR AUDIT FINDINGS AND CORRECTIVE ACTION PLAN	76
INDEPENDENT AUDITORS' MANAGEMENT LETTER	77

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

BOARD OF DIRECTORS

Commissioner Carlton Henley	Chairman, Seminole County
Commissioner Brandon Arrington	Vice-Chairman, Osceola County
Mayor Buddy Dyer	Board Member, City of Orlando
Mayor Theresa Jacobs	Board Member, Orange County
FDOT District 5 Secretary, Noranne Downs	Board Member, FDOT

CHIEF EXECUTIVE OFFICER

John M. Lewis, Jr. **Chief Executive Officer**

DEPARTMENT CHIEFS

Albert J. Francis II, CPA	Chief Financial Officer
Lisa Darnall	Chief Operating Officer
Edward Johnson	Chief Administrative Officer
J. Marsh McLawhorn	Chief Government Relations Officer

FINANCE DIVISION

Blanche W. Sherman, CPA	Director of Finance
Starlin Rolle, CPA	Supervisor of Financial Reporting
Linda Maxwell	Supervisor of Revenue Control
Pedro Bustamante, CPA	Senior Accountant
Nancy Navarro	Grant Accountant
Denise Callihan	Accountant
Deatra Gilmore	Accountant
Blanca Matute	Senior Accounting Technician
Edward Velez	Property Officer
Elaine Buhrow	Accounting Technician
Jo Ann Pfenning	Accounting Technician
Sally Yacoob	Accounting Technician
Swannie McCartha	Fare Collection Clerk

Transmittal Letter
Pages 1 - 14

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Central Florida Regional
Transportation Authority

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



A stylized, handwritten signature in black ink, likely belonging to the President of the Government Finance Officers Association.

President

A handwritten signature in black ink that reads 'Jeffrey R. Enner'.

Executive Director

Independent Auditors' Report

To the Board of Directors
Central Florida Regional Transportation Authority:

We have audited the accompanying balance sheets of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of September 30, 2010 and 2009, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated March 22, 2011 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in conjunction with this report in considering the results of our audit.

The Management's Discussion and Analysis and the required supplementary information, as listed in the table of contents, are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have applied limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

DRAFT

Our audits were conducted for the purpose of forming an opinion on the financial statements of the Authority taken as a whole. The introductory section, supplementary schedule of revenues and expenses budget vs. actual (budget basis), schedule of local financial assistance and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedules of expenditures of federal awards and state financial assistance are also presented for the purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General*, and are not a required part of the basic financial statements. The supplemental schedule of revenues and expenses - budget vs. actual (budgetary basis) and schedules of expenditures of federal awards, local financial assistance, and state financial assistance have been subjected to the auditing procedures applied in our audit of the financial statements and, in our opinion, are fairly stated in all material respects when considered in relation to the financial statements taken as a whole. The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

Orlando, Florida
March 22, 2011

DRAFT

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the comprehensive annual financial report of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") presents management's analysis of the Authority's financial performance during the Fiscal Years that ended on September 30, 2010 and 2009, respectively. Please read it in conjunction with the financial statements, which follow this section.

Financial Highlights

Fiscal 2010

- Customer fares increased by \$.9 million due to an increase in ridership by 4.48% and the annualized impact of the January 2009 fare increase.
- The Authority's local funding partners decreased their funding by \$5.7 million dollars from FY2009 levels, due to various budget constraints. However, the Authority implemented operating efficiencies and utilized \$1.9 in Federal stimulus funds to minimize the impact of funding reductions.
- The price of fuel significantly decreased in FY2010, resulting in a \$.9 million dollar decrease in fuel expenses compared to FY2009.

Fiscal 2009

- Contract revenues increased by \$1.4 million due to the implementation of new services with Walt Disney World for traffic mitigation on Interstate 4 in Orlando, by \$.3 million relating to the new State Farm Insurance sponsorship contract for the Road Rangers Program, and by \$.1 million for other contractual services.
- The Authority's local funding partners increased their funding by \$4.4 million dollars compared to FY2008, in order to minimize the impact of various service reductions necessary in FY2009.
- The price of fuel significantly decreased in FY2009, resulting in a \$4.9 million dollar decrease for fuel expenses compared to FY2008.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The financial statements consist of two parts: Fund Financial Statements and Notes to the Financial Statements. The report also contains supplementary information in addition to the financial statements themselves.

Required Financial Statements

The financial statements of the Authority report information about the Authority using full accrual accounting methods similar to those used by private sector companies. These statements offer short-term and long-term financial information about its activities. The Balance Sheet includes all of the Authority's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to Authority creditors (liabilities). The assets and liabilities are presented in a classified format, which distinguishes between current and long-term assets and liabilities. It also provides the basis for computing the rate of return, evaluation of the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority. All of the current year's revenues and

expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Assets. This statement measures the success of the Authority's operations over the past year and can be used to determine whether the Authority has successfully recovered all its costs through its customer fares, contract services, and operating subsidies, as well as its profitability and credit worthiness. The final required financial statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority's cash receipts and cash payments during the reporting period. The statement reports cash receipts, cash payments, and net changes in cash resulting from operating, investing, and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

Financial Analysis of the Authority

Our analysis of the Authority begins below with the Financial Statements. One of the most important questions asked about the Authority's finances is "Is the Authority, as a whole, better off or worse off as a result of the year's activities?" The Balance Sheet and the Statement of Revenues, Expenses, and Changes in Net Assets report information about the Authority's activities in a way that will help answer this question. These two statements report the net assets of the Authority and changes in them. You can think of the Authority's net assets---the difference between assets and liabilities---as one way to measure financial health or financial position. Over time, increases or decreases in the Authority's net assets are one indicator of whether its financial health is improving or deteriorating. However, you will need to consider other non-financial factors such as changes in economic conditions, population growth, regulation, and new or changed government legislation.

Net Assets

To begin our analysis, a summary of the Authority's Balance Sheets is presented in Table A-1.

Table A-1

Condensed Statement of Net Assets (Balance Sheets) (In millions of dollars)

	FY 2010	September 30, FY 2009	FY 2008
Assets:			
Current and other assets	\$ 50.6	\$ 53.1	\$ 50.4
Capital assets	135.3	137.8	141.3
Total assets	\$185.9	\$190.9	\$191.7
Liabilities:			
Current liabilities	\$18.0	\$26.9	\$ 29.7
Other liabilities	16.7	18.3	21.6
Total liabilities	\$34.7	\$45.2	\$ 51.3
Net Assets:			
Invested in capital assets, net of related debt	\$125.1	\$123.5	\$ 123.7
Restricted	.5	.5	.5
Unrestricted	25.6	21.7	16.2
Total net assets	\$151.2	\$145.7	\$ 140.4

The Balance Sheets show the change in assets, liabilities, and the resulting net assets. Net assets may serve, over time, as a useful indicator of a government's overall financial position. As can be seen from the Table A-1, Net Assets increased \$5.5 million to \$151.2 million in Fiscal 2010 from \$145.7 million in Fiscal 2009. Compared to Fiscal Year 2009, Net Assets Invested in Capital Assets, Net of Related Debt, increased \$1.6 million, Unrestricted Net Assets increased \$3.9 million, and Restricted Net Assets did not change.

Table A-2

Condensed Statement of Revenues, Expenses, and Changes in Net Assets (In millions of dollars)

	FY 2010	September 30, FY 2009	FY 2008
Operating Revenues:			
Customer fares	\$ 22.4	\$ 21.5	\$ 21.7
Contract services	19.5	19.4	17.6
Advertising revenue	.9	1.1	1.9
Other income	.4	.3	.6
Total operating revenue	43.2	42.3	41.8
Nonoperating Revenues (Expenses), net:			
Federal	15.9	14.5	12.1
State	11.5	9.6	10.6
Local	40.2	45.8	41.4
Interest and other income (expense)	(.2)	(.7)	.1
Total non-operating revenue	67.4	69.2	64.2
Total Revenues	110.6	111.5	106.0
Depreciation Expense	17.0	16.7	15.3
Operating Expenses:			
Salaries and wages	38.5	38.9	39.9
Fringe benefits	20.9	22.1	19.8
Purchased transportation Services	20.1	18.2	17.2
Fuel	11.0	11.8	16.7
Materials and supplies	5.5	4.7	5.2
Professional services	6.4	6.1	6.5
Lease and miscellaneous	.7	.7	1.3
Casualty and liability insurance	1.8	2.5	2.5
Utilities, taxes, and licenses	1.8	1.6	1.6
Total operating expenses	106.7	106.6	110.7
Loss before Capital Contributions	(13.1)	(11.8)	(20.0)
Capital Contributions	18.6	17.1	28.0
Change in Net Assets	5.5	5.3	8.0
Beginning Net Assets	145.7	140.4	132.4
Ending Net Assets	\$151.2	\$145.7	\$140.4

The Statements of Revenues, Expenses, and Changes in Net Assets provide answers as to the nature and source of changes in Net Assets. As shown in Table A-2, the \$5.5 million increase in net assets in FY 2010 is due to the excess of Capital Contributions of \$18.6 million over the Loss before Capital Contributions of \$13.1 million. The changes in Operating Revenues result from an increase in Customer Fares resulting from the increase in ridership by 4.48% and the January 2009 fare increase. The decrease in Nonoperating Revenue is primarily due to a decrease in funding from the Authority's local funding partners. The increase in Operating Expenses is mainly due to the increase in purchased transportation services resulting from an increase in Medicaid trips.

Capital Assets

At the end of fiscal year 2010, the Authority had a broad range of Capital Assets, consisting of Land, Buildings and Shelters, Revenue Vehicles, Equipment, and Leasehold Improvements. During fiscal year 2010 the Authority completed several bus shelters and some small capital improvement projects.

Table A-3

Capital Assets (In millions of dollars)

	FY 2010	September 30, FY 2009	FY 2008
Land	\$ 8.6	\$ 8.6	\$ 8.6
Buildings and Shelters	83.8	81.2	78.4
Revenue Vehicles	102.1	100.9	109.8
Equipment	21.3	21.6	21.9
Leasehold Improvements	-	-	.2
Subtotal	215.8	212.3	218.9
Less Accumulated Depreciation	87.1	79.3	82.0
Construction in Progress:			
Bus Shelters	2.9	1.0	.5
Facility Capital Improvements	1.0	1.1	1.4
Other Miscellaneous Projects	2.7	2.7	2.5
Subtotal	6.6	4.8	4.4
Net Capital Assets	\$135.3	\$137.8	\$141.3

Long-Term Obligations

On August 16, 2001, the Authority entered into a State Infrastructure Bank Loan Agreement (SIB #1), allowing draws of up to \$7,958,991 for the construction of the LYNX Central Station. The loan matures in fiscal year 2011; the balance outstanding at September 30, 2010 was \$206,407 after making \$7,752,584 in total repayments. On June 9, 2004, the Authority entered into a second SIB Loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the LYNX Operations Center Facility. This loan matures in fiscal year 2017; the outstanding loan balance as of September 30, 2010, was \$5,368,462 after making \$2,231,538 in total repayments. On August 14, 2006, the Authority entered into a third SIB Loan (SIB #3), allowing draws of up to \$7,140,000 for the acquisition of rolling stock, including paratransit vehicles. During fiscal year 2006, the allowable amount, \$7,140,000, of SIB # 3 was drawn; this loan matures in fiscal year 2013; the outstanding loan balance as of September 30, 2010 was \$4,255,022 after making \$2,884,978 in total repayments and restructuring the loan to defer the remaining annual payments until FY2013. On August 16, 2007 the Authority leased 21 buses requiring 28 quarterly lease payments over seven years, with principal totaling \$7,632,976; the unpaid principal balance as of September 30, 2010, was \$4,616,150 after making \$3,016,826 in total repayments.

Economic Factors and Next Year's Budget and Rates

The Authority's Board of Directors and Management considered many factors when setting the Fiscal Year 2011 budget and contract services hourly rates. These factors include the expected demand of the Authority's Funding Partners, which in turn consider such factors as anticipated population growth of the three counties and the economy of the region as a whole.

FINANCIAL STATEMENTS

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
BALANCE SHEETS
SEPTEMBER 30, 2010 AND 2009

ASSETS	2010	2009
CURRENT ASSETS:		
Cash and cash equivalents	\$ 23,476,890	\$ 25,746,155
Receivables:		
Local, trade and operating assistance	2,964,314	3,551,854
Federal grants	12,461,872	14,091,489
State grants	4,511,784	2,363,505
Inventory	1,535,475	1,552,863
State fuel tax refund	104,353	210,365
Prepaid expenses and other assets	77,724	20,996
	<u>45,132,412</u>	<u>47,537,227</u>
Total current assets		
	<u>45,132,412</u>	<u>47,537,227</u>
NONCURRENT ASSETS:		
Investment Pool B	499,791	501,818
Restricted cash and cash equivalents	5,026,407	5,091,054
	<u>5,526,198</u>	<u>5,592,872</u>
Total investment and restricted cash and cash equivalents		
	<u>5,526,198</u>	<u>5,592,872</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	83,803,389	81,203,633
Revenue vehicles	102,108,199	100,895,691
Equipment	21,308,382	21,640,367
Leasehold improvements	-	17,236
Total property and equipment	215,791,435	212,328,392
Less accumulated depreciation	(87,100,098)	(79,350,218)
Construction in progress	6,594,977	4,762,208
	<u>135,286,314</u>	<u>137,740,382</u>
Net property and equipment		
	<u>135,286,314</u>	<u>137,740,382</u>
Total noncurrent assets	<u>140,812,512</u>	<u>143,333,254</u>
	<u>140,812,512</u>	<u>143,333,254</u>
TOTAL ASSETS	<u>\$ 185,944,924</u>	<u>\$ 190,870,481</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
BALANCE SHEETS
SEPTEMBER 30, 2010 AND 2009

LIABILITIES AND NET ASSETS	2010	2009
CURRENT LIABILITIES:		
Accounts payable	\$ 6,704,267	\$ 11,350,209
Accrued salaries and related taxes	1,759,275	2,003,149
Accrued compensated absences	3,858,436	3,992,950
Accrued self-insurance liability, current	1,565,304	1,182,254
Leases payable, current	1,087,080	1,045,283
Loans payable, current	928,529	3,084,747
Deferred operating revenue	1,897,944	3,964,146
Deferred capital	189,290	253,938
Total current liabilities	17,990,125	26,876,676
NONCURRENT LIABILITIES:		
Leases payable, long-term	3,529,070	4,616,150
Loans payable	8,901,362	9,829,891
Net pension and OPEB obligation	743,955	479,162
Accrued compensated absences	521,260	319,391
Accrued self-insurance liability, long-term	3,073,730	3,093,050
Total noncurrent liabilities	16,769,377	18,337,644
Total liabilities	34,759,502	45,214,320
NET ASSETS:		
Invested in capital assets, net of related debt	125,085,110	123,464,679
Restricted-capital projects	536,749	536,749
Unrestricted	25,563,563	21,654,733
Total net assets	151,185,422	145,656,161
TOTAL LIABILITIES AND NET ASSETS	\$ 185,944,924	\$ 190,870,481

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009

	2010	2009
OPERATING REVENUES		
Customer fares	\$ 22,363,088	\$ 21,454,544
Contract services:		
Local financial assistance	11,316,607	11,157,795
Other contractual services	8,203,125	8,208,648
Advertising	865,029	1,119,888
Other income	415,282	303,256
	<u>43,163,131</u>	<u>42,244,131</u>
OPERATING EXPENSES:		
Salaries and Wages	38,482,407	38,908,803
Fringe benefits	20,904,417	22,101,494
Purchased transportation services	20,136,601	18,167,562
Fuel	11,002,516	11,865,560
Materials and supplies	5,480,737	4,682,818
Professional services	6,395,406	6,087,328
Lease and miscellaneous	653,875	677,147
Casualty and liability insurance	1,810,875	2,494,228
Utilities	1,421,560	1,247,154
Taxes and licenses	393,353	390,991
	<u>106,681,747</u>	<u>106,623,085</u>
OPERATING EXPENSES IN EXCESS OF OPERATING REVENUES BEFORE DEPRECIATION AND AMORTIZATION	(63,518,616)	(64,378,954)
DEPRECIATION AND AMORTIZATION	<u>(16,952,533)</u>	<u>(16,703,534)</u>
OPERATING LOSS	<u>(80,471,149)</u>	<u>(81,082,488)</u>
NONOPERATING REVENUES AND EXPENSES:		
Operating assistance grants:		
Federal	750,000	750,000
State of Florida	8,004,043	7,736,869
Local	40,142,011	45,805,497
Planning and other assistance grants:		
Federal	15,166,638	13,758,536
State of Florida	3,538,291	1,923,888
Interest expense	(362,834)	(479,237)
Interest income	96,972	107,805
Other income (expenses)	92,325	(372,500)
	<u>67,427,446</u>	<u>69,230,858</u>
LOSS BEFORE CAPITAL CONTRIBUTIONS	(13,043,703)	(11,851,630)
Capital contributions	<u>18,572,964</u>	<u>17,090,175</u>
Change in net assets	5,529,261	5,238,545
NET ASSETS AT BEGINNING OF YEAR	<u>145,656,161</u>	<u>140,417,616</u>
NET ASSETS AT END OF YEAR	<u>\$ 151,185,422</u>	<u>\$ 145,656,161</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers	\$ 22,363,088	\$ 21,454,544
Cash received for contract services	19,972,701	18,877,730
Cash paid to employees	(43,976,080)	(43,184,999)
Cash paid to suppliers	(66,792,330)	(62,087,530)
Cash received from advertising and miscellaneous	1,367,973	1,272,181
Net cash used in operating activities	(67,064,648)	(63,668,074)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Proceeds from assistance grants	59,150,863	69,049,202
Net cash provided by noncapital financing activities	59,150,863	69,049,202
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Construction and acquisition of property and equipment	(14,931,591)	(13,954,224)
Principal paid on loans and capital leases	(4,130,030)	(4,086,812)
Interest paid on capital leases and SIB loans	(362,834)	(479,237)
Capital assistance grants	24,700,409	18,512,501
Net cash used in capital and related financing activities	5,275,954	(7,772)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest income	96,972	107,805
Pool B investment withdrawals	206,947	191,732
Net cash provided by investing activities	303,919	299,537
NET CHANGE IN CASH AND CASH EQUIVALENTS	(2,333,912)	5,672,893
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	30,837,209	25,164,316
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 28,503,297	\$ 30,837,209
RECONCILIATION OF OPERATING LOSS TO NET CASH USED IN OPERATING ACTIVITIES:		
Operating Loss	\$ (80,471,149)	\$ (81,082,488)
Adjustments to reconcile operating loss to net cash used in operating activities:		
Depreciation and Amortization	16,952,533	16,703,534
Changes in operating assets and liabilities:		
Local, Trade, and Operating Assistance Receivable	579,207	(481,990)
Inventory	17,388	513,716
State fuel tax refund receivable	106,012	3,203
Prepaid expenses and other assets	(54,701)	1,734,633
Accounts payable	(4,645,942)	(2,412,356)
Accrued salaries and related taxes	20,919	263,909
Accrued compensated absences	67,355	338,510
Accrued self-insurance liability	363,730	751,255
Net cash used in operating activities	\$ (67,064,648)	\$ (63,668,074)
NONCASH INVESTING ACTIVITY:		
Unrealized gain (loss) on investments	\$204,920	(\$189,096)

See notes to financial statements.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009**

1. SIGNIFICANT ACCOUNTING POLICIES

Organization - The Central Florida Regional Transportation Authority (the "Authority") was created in 1989 pursuant to Section 343.63, *Florida Statutes*. This same legislation was amended in 1993, allowing the Authority to assume the operations of the entity formerly known as Central Florida Commuter Rail Authority and providing an opportunity to merge with the local transportation provider, Orange-Seminole-Osceola Transportation Authority (OSOTA) d/b/a LYNX, thereby, creating a one-stop public transportation entity. The Authority continues to use LYNX as its doing business as name and serves as the focal point in developing all modes of public transportation in the Central Florida region. Through formal action by both the Authority and OSOTA Board of Directors, the merger of the two organizations was ratified March 1994 and became effective October 1, 1994. The Authority provides public transportation services to the general public in the Orlando, Florida metropolitan area--Orange County, Seminole County, and Osceola County.

Reporting Entity - The Authority is a stand-alone governmental unit.

Basis of Accounting - The Authority accounts for its activities through the use of an enterprise fund. Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of a change in financial position is necessary or useful for sound financial administration (business-type activities). Because the Authority has only business-type activities, it is considered to be a special-purpose government for financial reporting under Governmental Accounting Standards Board (GASB) No. 34 *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments (GASB 34)*. Accordingly, the Authority only presents fund financial statements as defined in GASB 34. The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned and expenses when incurred. The Authority's property and equipment acquisitions and operations are subsidized by the Federal Transit Administration, the Florida Department of Transportation, and local governments. Capital grants for the acquisition of property and equipment (reimbursement type grants) are recorded as grant receivables and credited to capital contributions when the related qualified expenditures are incurred. Unrestricted net assets consist of state and local government operating subsidies received in excess of net expenses.

The Authority has elected not to apply Financial Accounting Standards Board Statements and Interpretations issued after November 30, 1989, as permitted by GASB No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that use Proprietary Fund Accounting*.

Cash and Cash Equivalents and Investments - For purposes of the statements of cash flows, the Authority considers all investments with a maturity of three months or less when purchased to be cash equivalents. All bank deposits are insured by the Federal Deposit Insurance Corporation or are considered insured by the State of Florida collateral pool. The State of Florida collateral pool is a multiple financial institution pool with the ability to assess its members for collateral shortfalls if a member institution fails.

The Authority's policy allows for investments in the Local Governmental Surplus Funds Investment Pool (the "Pool"), which is administered by the State Board of Administration of Florida. The Pool includes direct obligations of the United States government or its agencies and instrumentalities, interest bearing time deposits or saving accounts, mortgage-backed securities, collateralized mortgage obligations, bankers acceptance, commercial paper, repurchase agreements, and shares in common-law trust established under *Florida Statutes*, Section 163.01. The Pool allocates investment earnings to participants monthly, based on a prorated dollar days participation of each account in the pool.

The Authority held investments throughout fiscal years 2010 and 2009 in the Pool, which are considered cash and cash equivalents for financial reporting purposes. During fiscal 2008, some securities were downgraded and the Pool was subdivided into Pool A, now known as Florida PRIME, and Pool B. The Authority presents all investments at fair value as follows:

	September 30,	
	2010	2009
Pool Investments -Florida PRIME	\$ 22,093	\$ 18,717
Pool Investments -Pool B	499,791	501,818
Bank Deposits	28,481,204	30,818,492
Total Cash and Cash Equivalents and Investments	<u>\$ 29,003,088</u>	<u>\$ 31,339,027</u>

Florida PRIME qualifies under GASB 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, to be treated as a "2a-7 like pool" because it has a policy that it will, and does, operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940. The current rating of Florida PRIME by Standard and Poors is AAAm and the weighted average days to maturity at September 30, 2010 were 52 days. Pool B is not rated by any nationally recognized statistical rating agency and has a weighted life at September 30, 2010 of 7.49 years. The securities in Florida PRIME are presented at fair value based on \$1 per share and securities in Pool B are presented at estimated fair value (cost less unrealized loss) based on an independently calculated fair value factor of .707058094 at September 30, 2010 and .54915069 at September 30, 2009. The value of Pool B assets at January 31, 2011 was .79500333. In addition, for the period of October 1, 2010 through January 31, 2011, Pool B distributed \$75,813 in assets to Florida PRIME.

It is the policy of the Authority to diversify its investment portfolios so as to protect against issuer defaults, market price changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities.

Receivables - Local, Trade, Operating Assistance – Includes receivables from customers, Local Funding Partners and Medicaid Assistance. As of September 30, 2010 and 2009, the Authority had receivables, net of allowances of \$22,161 and \$20,757, respectively, as follows:

	September 30,	
	2010	2009
Customers	\$ 1,177,580	\$ 1,389,253
Local Funding Partners	344,030	243,006
Medicaid Assistance	\$ 1,442,704	\$ 1,919,595
Total	<u>\$ 2,964,314</u>	<u>\$ 3,551,854</u>

Inventory - Inventory, consisting of minor repair parts, engines, transmissions, and fuel, is valued at the lower of cost or market. Cost is determined using the first-in, first-out method.

State Fuel Tax Refund - Represents claims refundable from the State of Florida Department of Revenue for fuel tax.

Restricted Assets – When both restricted and unrestricted resources are available for use, the Authority’s policy is to use restricted resources first, and then unrestricted resources, as they are needed. Restricted assets include \$5,026,407 and \$5,091,054 of cash and cash equivalents for the FlexBus Project, planning projects, shelters, bus procurement and other enhancements, and various capital projects as of September 30, 2010 and 2009, respectively, most of which are derived from loans payable proceeds.

Property and Equipment - Property and equipment in the amount of \$300 or more is recorded at historical cost and depreciated over the following estimated useful lives using the straight-line method:

	<u>Years</u>
Buildings and shelters	3 - 30
Revenue vehicles	5 - 9
Equipment	3 - 12
Leasehold improvements (shorter of useful lives or lease term)	5 - 10

The remaining construction work in progress primarily relates to design, engineering and construction costs of LYNX Central Station Improvements, LYNX Operations Center Modifications, Bus Shelters, Computer Aided Dispatch/Automated Vehicle Locator (CAD/AVL), and other projects. Depreciation commences when projects are completed and the underlying fixed assets are available for use.

During fiscal year 2010, the Authority changed the classification of replacement engines and transmissions from equipment to inventory items. The change will allow for better tracking and accounting for the replacement engines and transmissions to support the requirements for satisfactory continuing control of all LYNX assets. This change had the effect of increasing materials and supplies expenses for the year 2010 by \$339,476.

Accounts Payable - Accounts payable are recorded as expenses at the time services are rendered and the Authority receives items. As of September 30, 2010 and 2009, the Authority had accounts payable as follows:

	September 30,	
	2010	2009
Trade	\$3,303,673	\$ 2,931,690
Commitments (Consultants/Construction)	481,052	6,107,842
Retainage	61,827	103,929
Other	2,857,715	2,206,748
Total	<u>\$6,704,267</u>	<u>\$11,350,209</u>

Accrued Compensated Absences - The Authority recognizes the accrual of compensated absences in accordance with GASB No. 16, *Accounting for Compensated Absences*, accruing vacation pay benefits as earned and sick pay benefits as vested by its employees.

	September 30,	
	2010	2009
Accrued compensated absences liability, beginning of year	\$4,312,341	\$3,290,400
Obligations	3,925,791	5,014,891
Payments	(3,858,436)	(3,992,950)
Accrued compensated absences liability, end of year	\$4,379,696	\$4,312,341

Accrued Self-Insurance Liability - The Authority has a self-insurance program for public liability claims and workers compensation. Estimated claims are accrued in the year expenses are incurred to the extent payment is probable and subject to reasonable estimation.

Deferred Operating Revenue – Deferred operating revenue consists of revenue not yet recognized because services have not yet been rendered, although related cash has been received.

Net Assets – Net assets represents net assets invested in capital assets, net of related debt, restricted assets and unrestricted earnings.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating Revenues – Transactions reported as operating revenues are those that arise from the activities of primary ongoing operations. Those include: Customer Fares, Contract Services, Advertising and Other Operating Income. Customer fares are recorded as revenue at the time services are performed and revenues pass through the fare box. Contract services are recorded as revenue when services are provided, consisting primarily of bus services to area cities and counties that are funded based on hours of service and paratransit services funded through Medicaid, Transportation Disadvantage, and other means.

Nonoperating Revenues – Transactions reported in the non-operating revenue category include government subsidies that are not contingent on service hours or other designated criteria, including Federal, State and Local Operating, Planning, and other grant assistance, as well as interest income and gain on the sales of capital assets, if applicable.

Operating Expenses – Transactions reported as operating expenses are those that arise from the activities of primary ongoing operations. Those include: Salaries and Wages, Fringe Benefits, Purchased Transportation Services, Fuel, Materials and Supplies, Professional Services, Leases and Miscellaneous, Casualty and Liability Insurance, Utilities, Taxes and Licenses.

Nonoperating Expenses – Transactions reported in the nonoperating expense category include those that do not arise from the activities of primary ongoing operations. These include interest expense for leases and loans as well as losses on the sales of capital assets, if applicable.

Reclassifications – Certain 2009 balances have been reclassified to conform to the financial statement presentation used in 2010.

2. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2010 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 81,203,633	\$ 2,730,964	\$ (131,208)	\$ 83,803,389
Revenue Vehicles:				
Buses	95,873,410	9,105,608	(7,803,652)	97,175,366
Other Support Vehicles	5,022,281	134,902	(224,350)	4,932,833
Furniture, Fixtures & Equipment	21,640,367	1,014,752	(1,346,737)	21,308,382
Leasehold Improvements	17,236	-	(17,236)	-
Non-Depreciable Assets				
Land	8,571,465	-	-	8,571,465
Construction in Progress	4,762,208	5,103,036	(3,270,267)	6,594,977
Totals at Historical Cost	\$ 217,090,600	\$ 18,089,262	\$ (12,793,450)	\$ 222,386,412
Less accumulated depreciation for:				
Buildings and Shelters	\$ (19,877,104)	\$ (3,384,980)	\$ 121,268	\$ (23,140,816)
Revenue Vehicles:				
Buses	(41,141,070)	(10,049,328)	7,495,539	(43,694,859)
Other Support Vehicles	(3,496,059)	(656,064)	224,350	(3,927,773)
Furniture, Fixtures & Equipment	(14,818,779)	(2,862,131)	1,344,260	(16,336,650)
Leasehold Improvements	(17,206)	(30)	17,236	-
Total Accumulated Depreciation	(79,350,218)	(16,952,533)	9,202,653	(87,100,098)
Capital Assets, net	\$ 137,740,382	\$ 1,136,729	\$ (3,590,797)	\$ 135,286,314

Capital asset activity for the year ended September 30, 2009 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 78,460,706	\$ 2,742,927	\$ -	\$ 81,203,633
Revenue Vehicles:				
Buses	104,643,345	9,513,181	(18,283,116)	95,873,410
Other Support Vehicles	5,222,403	59,503	(259,625)	5,022,281
Furniture, Fixtures & Equipment	21,880,359	999,366	(1,239,358)	21,640,367
Leasehold Improvements	155,794	-	(138,558)	17,236
Non-Depreciable Assets				
Land	8,571,465	-	-	8,571,465
Construction in Progress	4,360,287	3,335,335	(2,933,414)	4,762,208
Totals at Historical Cost	\$ 223,294,359	\$ 16,650,312	\$ (22,854,071)	\$ 217,090,600
Less accumulated depreciation for:				
Buildings and Shelters	\$ (16,755,309)	\$ (3,121,795)	\$ -	\$ (19,877,104)
Revenue Vehicles:				
Buses	(48,967,933)	(9,958,856)	17,785,719	(41,141,070)
Other Support Vehicles	(2,982,978)	(772,706)	259,625	(3,496,059)
Furniture, Fixtures & Equipment	(13,134,467)	(2,847,782)	1,163,470	(14,818,779)
Leasehold Improvements	(147,926)	(2,395)	133,115	(17,206)
Total Accumulated Depreciation	(81,988,613)	(16,703,534)	19,341,929	(79,350,218)
Capital Assets, net	\$ 141,305,746	\$ (53,222)	\$ (3,512,142)	\$ 137,740,382

3. CAPITAL LEASES

The Authority is currently leasing 21 buses that were received in July 2007. As of September 30, 2010, these buses were included in property and equipment at a cost of \$7,632,976. Amortization of assets under capital leases is included in depreciation expense. Leases payable activity for the years ended September 30, 2010 and 2009 was as follows:

Leases Payable September 30, 2010					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease # 4	\$5,661,433	\$ -	\$1,045,283	\$4,616,150	\$1,087,080
Total	\$5,661,433	\$ -	\$1,045,283	\$4,616,150	\$1,087,080

Leases Payable September 30, 2009					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease # 4	\$6,666,527	\$ -	\$1,005,094	\$5,661,433	\$1,045,283
Total	\$6,666,527	\$ -	\$1,005,094	\$5,661,433	\$1,045,283

Future minimum payments and the present value of the minimum payments applicable to capital leases are as follows for the years ending after September 30, 2010:

Year	Present Value of Minimum Lease Payments	Amount Representing Interest	Total Minimum Lease Payments
2011	1,087,080	165,946	1,253,026
2012	1,130,548	122,478	1,253,026
2013	1,175,754	77,272	1,253,026
2014	1,222,768	30,258	1,253,026
Total	\$4,616,150	\$395,954	\$5,012,104

The above do not represent borrowings but are considered capital leases under generally accepted accounting principles due to the length of respective lease terms as compared to estimated useful lives of assets leased.

4. LOANS PAYABLE

On August 16, 2001, the Authority entered into a State Infrastructure Bank Loan Agreement (SIB #1), allowing draws of up to \$7,958,991 for the construction of the LYNX Central Station. The loan matures in 2011; it was non-interest bearing until October 1, 2006 and bears an interest rate of 5%, thereafter. On June 9, 2004, the Authority entered into another SIB Loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the New Operating Base Facility. This loan matures in 2016, was non-interest bearing until October 1, 2007, and bears an interest rate of 2%, thereafter. On August 14, 2006, the Authority entered into another SIB Loan (SIB #3), allowing draws of up to \$7,140,000 for the acquisition of rolling stock, including paratransit vehicles. The allowable amount, \$7,140,000, of SIB #3 was executed in FY 2006. This loan matures in 2013, was non-interest bearing until October 1, 2008, and bears an interest rate of 1%, thereafter. Loans payable activity at September 30, 2010 and 2009 was as follows:

Loans Payable
September 30, 2010

	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #1	\$ 1,169,048	\$ -	\$ 962,641	\$ 206,407	\$ 206,407
SIB #2	6,076,425	-	707,963	5,368,462	722,122
SIB #3	5,669,165	-	1,414,143	4,255,022	-
Total	\$12,914,638	\$ -	\$ 3,084,747	\$9,829,891	\$ 928,529

Loans Payable
September 30, 2009

	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #1	\$ 2,085,848	\$ -	\$ 916,800	\$ 1,169,048	\$ 962,641
SIB #2	6,770,508	-	694,083	6,076,425	707,963
SIB #3	7,140,000	-	1,470,835	5,669,165	1,414,143
Total	\$15,996,356	\$ -	\$ 3,081,718	\$12,914,638	\$ 3,084,747

Pursuant to the State Infrastructure Bank Loan Agreement, the Authority committed to use its Federal Transit Administration 5307 grant funds as the source to fund the payment obligations of the loans for SIB#1 and SIB#2, provided such funds are available after funding capital expenditures. The amount of pledged revenues was \$15,304,499 and \$20,557,471 for fiscal years 2010 and 2009, respectively. The Authority committed to use directly generated local funds and FTA 5307 funds for non-TRIP projects as the source to fund the payment obligations of SIB#3. The amount of pledged revenues for capital expenditures and SIB#3 loan payments was \$1,906,698 and \$4,323,919 for fiscal years 2010 and 2009, respectively. In FY2010 SIB#3 was restructured to defer the annual payments until FY2013. Fiscal 2010 principal and interest payments were \$3,084,747 and \$236,673, respectively, and fiscal year 2009 principal and interest payments were \$3,081,718 and \$239,702, respectively. Repayments to be made in fiscal years 2011 through 2017 are as follows:

Fiscal Year	Principal	Interest	Total
2011	\$ 928,529	\$ 117,689	\$ 1,046,218
2012	736,565	92,927	829,492
2013	5,006,319	207,126	5,213,445
2014	766,322	63,170	829,492
2015	781,649	47,843	829,492
2016 - 2017	1,610,507	48,475	1,658,982
Totals	\$ 9,829,891	\$ 577,230	\$ 10,407,121

5. ACCRUED SELF-INSURANCE LIABILITY

The Authority has been self-insured since 1986 for personal injury coverage related to its transit coaches and since 1991 for workers compensation coverage; all other risks of loss are covered through the purchase of commercial insurance. The Authority relies on sovereign immunity with respect to personal injury claims, which is limited by Florida Statutes to \$100,000 for each claimant and \$200,000 for each accident. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

The amounts recorded as accrued self-insurance liability at September 30, 2010 and 2009, the current portion of which represents an estimate of payments required in the next fiscal year, are at present value based on estimates derived through actuarial determinations discounted at an annual interest rate of 4% for the fiscal years 2010 and 2009. Such estimates are subject to change based on circumstances surrounding each claim. Changes in the balances of accrued self-insurance liability, including incurred but not reported claims (IBNR), were as follows during the years ended:

	September 30,	
	2010	2009
Accrued self-insurance liability, beginning of year	\$ 4,275,304	\$ 3,524,049
Insured claims (including IBNR's)	1,810,875	2,494,228
Claim payments	(1,447,145)	(1,742,973)
Accrued self-insurance liability, end of year	\$ 4,639,034	\$ 4,275,304

The estimated amounts due in one year are \$1,565,304 and \$1,182,254 at September 30, 2010 and 2009, respectively.

6. PENSION PLANS

State Plan -

Plan Description

There are seven (7) employees of the Authority who are not represented by the Amalgamated Transit Union (the "Union") and are participants in the Florida Retirement System (FRS), a cost-sharing multiple-employer public employee retirement system (PERS) administered by the Florida Department of Administration. Employees not filling regular established positions but working as temporary employees are not covered by the FRS. The Authority participated in the regular FRS class of membership, with a contribution rate of 9.85% in effect during the State's fiscal years ended June 30, 2010 and 2009. Contribution rates equal actuarially determined rates. Employees do not contribute.

Benefits are established by Chapter 121, *Florida Statutes*, and Chapter 22B, *Florida Administrative Code*. Amendments to the law can be made only by an act of the Florida Legislature. Benefits are computed on the basis of age, average final compensation, and service credit. Members are also eligible for in-line-of duty or regular disability benefits, if permanently disabled and unable to work. Regular class employees who retire at or after age 62 with 6 years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation for each year of credited service. Vested employees with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. A post-employment health insurance subsidy is also provided to eligible retirement employees through the FRS in accordance with *Florida Statutes*.

Section 121.031 (3), *Florida Statutes* requires that an actuarial valuation of FRS be performed biannually. The conclusions of the valuation and historical trend data are included in the annual report of the FRS. Further information about the progress made by the FRS in accumulating sufficient assets to pay benefits when due, including 10-year historical trend information, is included in the State of Florida Comprehensive Annual Financial Report and various publications available from the Florida Department of Administration.

Funding Policy

The Authority's contributions to the FRS were equal to the required contribution for each fiscal year. Contributions for fiscal years ended September 30, 2008 through 2010 approximated the following:

<u>Fiscal Year</u>	<u>Contributions</u>
2010	\$ 39,000
2009	\$ 36,000
2008	\$ 32,000

The Authority has historically contributed amounts equal to the required contributions for the FRS and, therefore, does not have a pension asset or liability as determined in accordance with GASB No. 27.

Union Plan -

Plan Description

Substantially all Union employees of the Authority are participants in the Amalgamated Transit Union Local 1596 Pension Plan (the "Union Plan"), a defined benefit, single-employer public employee retirement system, formed April 22, 1986 by agreement between the Authority and the Union. All Authority Union employees are eligible to participate in the Union Plan as of their hire date. Employees who have reached the age of 62 are entitled to a retirement union benefit, payable monthly for life, equal to 2.13% of their average compensation for each unit of benefit credit. Average compensation is the average of the highest sixty consecutive calendar months preceding retirement or termination. Participants are credited with units of benefit credit for hours of service worked in a plan year. Benefits fully vest upon reaching 10 years of vested service. Vested employees who retire on or after age 62 will receive full benefits. Participants who have reached age 58 and have 20 years of service are entitled to an unreduced pension benefit. The monthly payment is reduced by 0.56% for each month for the first three years the early retirement date precedes the unreduced early retirement date for participants with 20 or more years of services. In addition, the monthly payment is reduced by 0.56% for each month up to a maximum of 60 months the early retirement date precedes the normal retirement date for participants with less than 20 years of service. Participants' benefits are established by the Trustees of the Union Plan. Available historical information showing the Union Plan's progress in accumulating sufficient assets to pay benefits when due is presented in the Union Plan's financial statements. The Union Plan's financial statements may be obtained by writing the Union Plan Trustees.

Funding Policy

The Authority and Union employees are obligated to contribute to the Union Plan in accordance with requirements of the Union Collective Bargaining Agreement; regular contribution rates are actuarially determined. Union Plan members are required to contribute 5.25% of earnings; the Authority is required to contribute 9.75% of Union Plan members' earnings. The amount by which the required contribution rate exceeds the regular contribution rate in the contract is shared on the same bases as the contribution rate – 65% employer and 35% employee. Employees may elect to enhance their future benefits by up to .25% and .50% by contributing an additional 2.5% and 5.0% of earnings, respectively. Shared contributions are the amount by which the required contribution rate exceeds the regular contribution rates, which is shared as 35% employee and 65% employer in the subsequent year.

Annual Pension Cost and Net Pension Obligation

The Authority's latest available union plan annual pension information, which includes costs for fiscal years 2010, 2009 and 2008 and a net pension obligation included in accrued salaries and related taxes at September 30, 2010, 2009 and 2008, is as follows:

	September 30		
	2010	2009	2008
Annual required contribution	\$3,893,395	\$4,312,447	\$3,465,817
Interest on net pension (asset)/obligation	18,501	(33,835)	9,073
Adjustment to annual required contribution	(26,919)	47,204	(12,183)
Annual pension cost	3,884,977	4,325,816	3,462,707
Contributions made	(3,868,925)	(3,628,006)	(4,034,811)
(Decrease) Increase in net pension obligation	16,052	697,810	(572,104)
Net pension (asset)/obligation, beginning of year	246,681	(451,129)	120,975
Net pension (asset)/obligation, end of year	\$ 262,733	\$ 246,681	\$ (451,129)

The annual required contribution for fiscal year 2010 was determined as part of the October 1, 2009 actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) 7.5%

investment rate of return (net of administrative expenses) and (b) projected salary increases ranging from 5.00% to 14.13% per year, dependent on years of service. Both (a) and (b) included an inflation component of 3.5%. The assumptions did not include post-retirement benefit increases, which are funded by the Authority when granted. Such assumptions are subject to future changes due to certain market conditions. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The unfunded actuarial accrued liability is being amortized as a level dollar amount of projected payroll on a closed basis. The remaining amortization period at September 30, 2009 was 23 years.

Three-Year Trend			
Fiscal Year Ended	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
9/30/10	\$ 3,884,977	99.6%	\$ 262,733
9/30/09	\$ 4,325,816	83.9%	\$ 246,681
9/30/08	\$ 3,462,707	116.5%	\$ (451,129)

Funded Status and Funding Progress

The most recent actuarial report for the Union Plan was prepared as of October 1, 2009. As of this point in time, the actuarial value of the Union Plan's assets was \$76,104,519 and the actuarial accrued liability for benefits was \$82,844,514, resulting in an unfunded actuarial liability of \$6,739,995 and a funded ratio of 91.86%. The annual covered payroll was \$35,815,773 and the ratio of the funded excess to covered payroll was 18.82%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment and mortality trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Employee 401(a) Pension Plan - The Authority maintains a single-employer, defined contribution pension plan, Central Florida Regional Transportation Authority Money Purchase Plan (the "Plan"), administered by The Hartford for employees who are not represented by the Union, effective October 1, 1994. The Plan is a tax-qualified plan pursuant to section 401(a) of the Internal Revenue Code. All full-time administrative employees not represented by the Union are eligible for participation in the plan, with the exception of employees hired before October 1, 1994 who opted to stay in the FRS and supervisors represented by Union 1749.

The Plan provisions provide for the Authority to contribute 12% of employee earnings; employees are not required to make contributions. All plan amendments are administered and authorized by the Plan's trustees. At the Plan's inception, employees who switched from the FRS were automatically 100% vested and all other employees are 100% vested after five years of employment with the Authority or other public service or transportation agencies. All employees may withdraw vested balances upon the normal retirement age of 65. The Plan permits withdrawals for retirement, termination, and disability but does not allow participants to borrow against their accounts.

The payroll for Authority employees covered by the plan for the years ended September 30, 2010 and 2009 was \$9,315,157 and \$9,897,489, respectively. The Authority's contribution to the plan for the years ended

September 30, 2010 and 2009 amounted to \$1,117,830 and \$1,097,647, respectively, representing 12% of covered payroll less forfeitures.

7. POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

In addition to the pension benefits described in Note 6, effective October 1, 1999, the Authority entered into a contractual agreement with Local 1596 of the Amalgamated Transit Union to provide a single employer post-retirement health care benefits plan for those employees who, in accordance with Article 28 of the Amalgamated Transit Union Local 1596 Pension Plan, have at least ten (10) years vesting and retire between the ages of 62 and 67 or until they are eligible for Medicare benefits (whichever occurs first). Benefit provisions and contribution obligations have been established by the Authority's Board. Eligibility for retirement health care benefits will be determined by the years of credited services.

In order to comply with the requirements of GASB 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, the Authority contracted with a certified actuarial firm to provide an actuarial valuation of postemployment benefits. The postemployment health insurance benefits will continue to be offered on a pay-as-you-go basis a percentage of the cost equal to Core Coverage (HMO, Employee Only) in accordance with the following schedule:

Years of Service	Contribution Rate
10-14	60% of HMO, Employee Only
15-19	75% of HMO, Employee Only
20+	100% of HMO, Employee Only

Employees who elect to continue their health care coverage upon retirement are responsible for the employee and employer share over and above the previously stated contributions. Dependent coverage is available at the retiree's expense provided the retiree elects to continue health care coverage. As required by the State of Florida Statute 112.08011, the claims experience of the retirees is co-mingled with active employees in determining the health plan cost. In accordance with GASB 45, the co-mingling of claims requirements equates to an implicit subsidy to retirees that creates an other postemployment benefit (OPEB) liability on the part of the Authority. Therefore, the Authority will incur a liability at the beginning of this fiscal year for the implicit rate subsidy as the Authority implements GASB 45. The Authority does not intend to fund the actuarial accrued liability. Separate stand-alone financial statements for the defined benefit plan are not prepared.

The Authority's annual OPEB cost is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB 45. In the year of implementation, the net OPEB Obligation and the ARC are the same amount. The calculation produced an unfunded obligation for years ended September 30, 2010 and 2009 in the amount of \$481,222 and \$248,924, respectively. The following table shows the components of the Authority's OPEB cost for the year, the amount contributed to the plan, and changes in the Authority's net OPEB obligation:

	FY2010	FY2009
Annual required contribution (ARC)	\$379,227	\$379,227
Interest on net OPEB obligation	9,957	-
Adjustment to annual required contribution	(13,842)	-
Annual OPEB cost	\$375,342	\$379,227
Contributions made	(143,044)	(130,303)
Increase in net OPEB obligation	\$232,298	\$248,924
Net OPEB obligation, beginning of year	248,924	-
Net OPEB obligation, end of year	<u>\$481,222</u>	<u>\$248,924</u>

As of the September 30, 2010 actuarial valuation date, the unfunded actuarial accrued liability (UAAL) was \$4,382,964. The covered payroll (annual payroll of active employees covered by the OPEB Plan) was \$38,908,803 and the ratio of the UAAL to the covered payroll was 11.3%. The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the years are as follows:

<u>Year Ending</u>	<u>Annual OPEB Cost</u>	<u>Percentage of OPEB Cost Contributed</u>	<u>Annual Net OPEB Obligation</u>
September 30, 2010	\$375,342	38%	\$481,222
September 30, 2009	\$379,227	34%	\$248,924

(A schedule of funding progress is presented on page 39.)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. (As an unfunded plan, there are no plan assets to report.)

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short term volatility in actuarial accrued liabilities and the actuarial value of assets consistent with the long-term perspective of the calculations. The information presented in the required supplementary schedule was determined as a part of the actuarial valuation at the date indicated:

Valuation date	October 1, 2010
Actuarial cost method	Entry age normal cost
Amortization method	Level dollar/open
Remaining amortization period	30 years
Asset valuation method	Pay as you go
Actuarial assumptions:	
Projected salary increases	2.50%
Investment rate	4.0% per year
Healthcare cost trend (including 2.50% inflation)	9% initially and 4.5% ultimately, in 2013

8. COMMITMENTS

Operating Lease –Total lease expense amounted to \$117,128 and \$119,919 during the years ended September 30, 2010 and 2009, respectively.

9. LITIGATION

The Authority is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of its operation, most of which are covered by the self-insurance program discussed in Note 5. In the opinion of management, any adjustments that would result from the settlement of lawsuits and other claims would not be significant.

REQUIRED SUPPLEMENTARY INFORMATION

UNION PENSION PLAN

Schedule of Funding Progress

Valuation Dates, October 1

	2009	2008	2007
Actuarial value of assets	\$ 76,104,519	\$ 70,165,211	\$ 62,301,931
Actuarial accrued liability	82,844,514	78,515,162	66,370,376
Unfunded actuarial liability	\$ 6,739,995	\$ 8,349,951	\$ 4,068,445
 Funded Ratio	 91.86%	 89.37%	 93.87%
Annual covered payroll	\$ 35,815,773	\$ 35,830,640	\$ 33,258,187
 Unfunded actuarial liability as a percent of annual covered payroll	 18.82%	 23.30%	 12.23%

Actuarial and Benefit Changes

Changes in benefit provisions for the Union Pension Plan during prior fiscal years were as follows:

Effective October 1, 2004, the Board of Trustees adopted several economic and demographic assumption changes based on the Five Year Experience Study issued November 2004. The combined changes caused the employer contribution to change from \$3,060,496 to \$3,056,186. Also, effective October 1, 2004, required employer contributions in excess of 9.75% of payroll will be shared between employer (65%) and employees (35%) beginning October 1, 2005.

Effective November 9, 2004, amendment No. 4 allows a spouse to waive the joint and survivor form of annuity. Also, effective November 9, 2004, amendment No. 5 provides for an additional level of enhanced benefits. Members elect to receive an additional .25% of final average compensation for service during which they contribute an additional 2.5% of pay as a member contribution. This enhanced benefit is in addition to the previous enhanced benefit available. There is no impact on the plan. The increased member contribution supports the increased benefits.

Effective May 10, 2005, amendment No. 6 makes changes in the administration of disability pension benefits.

Effective for the contribution year beginning October 1, 2007 the mortality rates were updated to the 1994 Group Annual Mortality (GAM), eliminating the one year set ahead for males, and revised results from October 1, 2002 forward to hold a payable amount for Share Accounts.

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Other Postemployment Benefits (OPEB) **For the Years Ended September 30, 2010 and 2009**

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (normal cost) Entry Age (b)	Unfunded Actuarial Accrued Liability (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a % of Covered Payroll ((b-a)/c)
October 1, 2010	\$ -	\$4,837,807	\$4,837,807	0.0%	\$38,482,407	12.6%
October 1, 2009	\$ -	\$4,382,964	\$4,382,964	0.0%	\$38,908,803	11.3%
October 1, 2008	\$ -	\$4,203,476	\$4,203,476	0.0%	\$45,175,402	9.3%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SUPPLEMENTARY SCHEDULE OF REVENUES AND EXPENSES
BUDGET VS ACTUAL (BUDGETARY BASIS)
YEAR ENDED SEPTEMBER 30, 2010

	Budget	Actual	Variance Favorable/ (Unfavorable)
OPERATING REVENUES			
Customer fares	\$ 22,217,329	\$ 22,363,088	\$ 145,759
Contract services:			
Local financial assistance	11,649,058	11,316,607	(332,451)
Other contractual services	8,299,599	8,203,125	(96,474)
Advertising -On Buses	1,400,000	826,453	(573,547)
Advertising -In Kind	430,000	38,576	(391,424)
Other income	315,520	415,282	99,762
Total operating revenues	44,311,506	43,163,131	(1,148,375)
OPERATING EXPENSES:			
Transportation	40,894,119	38,888,080	2,006,039
Maintenance and Operations	59,669,272	55,403,265	4,266,007
General and Administrative	14,264,813	12,390,402	1,874,411
Total operating expenses before depreciation	114,828,204	106,681,747	8,146,457
OPERATING LOSS	(70,516,698)	(63,518,616)	6,998,082
NONOPERATING REVENUES/(EXPENSES):			
Federal	18,968,264	15,916,638	(3,051,626)
State of Florida	11,576,916	11,542,334	(34,582)
Local	40,182,194	40,142,011	(40,183)
Interest Income	150,000	96,972	(53,028)
Interest Expense	(479,655)	(362,834)	116,821
Total nonoperating revenues/(expenses), net	70,397,719	67,335,121	(3,062,598)
Increase/(Decrease) in Net Assets	\$ (118,979)	3,816,505	\$ 3,935,484
BASIS DIFFERENCES:			
Depreciation		(16,952,533)	
Other income (expenses)		92,325	
Capital Contribution		18,572,964	
Increase in Net Assets - GAAP Basis		\$ 5,529,261	

STATISTICAL INFORMATION

This section contains statistical tables reflecting various supplemental financial data concerning the Authority's operations. Where applicable, a 10-year history has been depicted to disclose trends in financial operations and other finance-related matters. These tables have been included as a part of this report for information purposes only, and, therefore, have not been subjected to audit by the Authority's independent auditors. Below is a summary of the components and purpose for the tables provided here-in.

	<u>Pages</u>
<u>Debt Capacity</u>	
This schedule presents information to help the reader assess the ability of LYNX to service its outstanding debt.	45
<u>Revenue Capacity</u>	
These schedules contain information to help the reader assess LYNX' most significant revenue sources.	46-48
<u>Financial Trends</u>	
These schedules contain trend information to help the reader understand how LYNX' financial performance and financial position have changed over time.	43-44, 49-51, 59-61
<u>Demographic and Economic Information</u>	
These schedules contain demographic and economic indicators to help the reader understand the environment within which LYNX' financial activities take place.	42, 52-57
<u>Other Operating Information</u>	
These schedules contain service levels and capital asset data and insurance information to help the reader understand how the information in LYNX' financial report relates to the services the Authority provides to its customers and the community.	58, 62-63

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
LYNX**

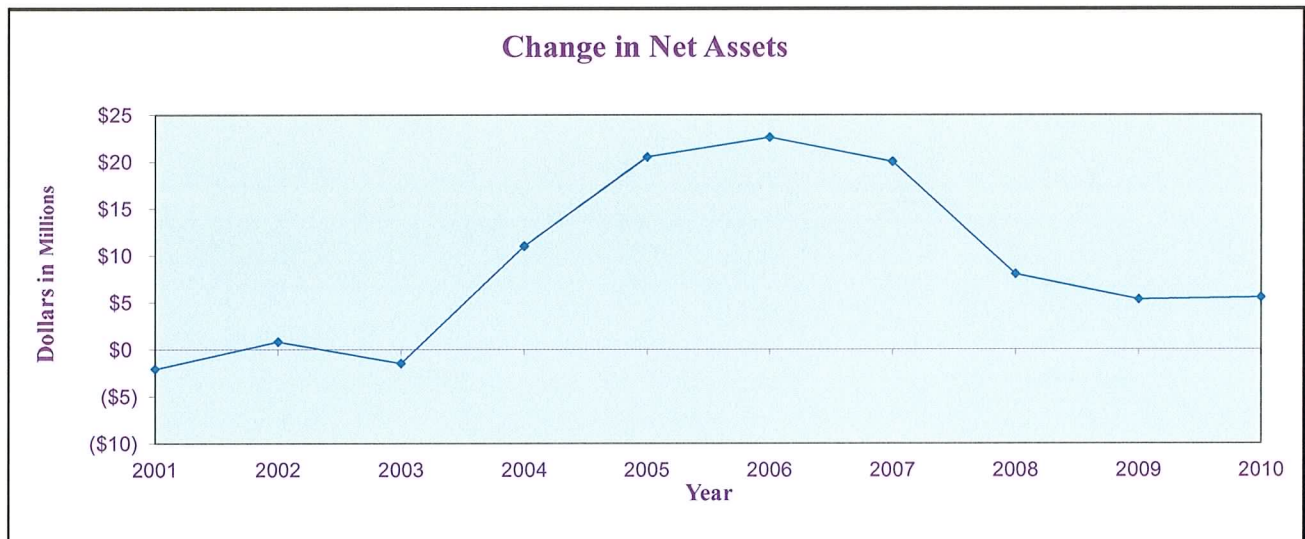
**Miscellaneous Statistics
Year End September 30, 2010
(Unaudited)**

Form of Government	Local Government (Independent Special District)
Number of Directors	Five (5) Voting
Area Population	1,778,784
Counties Served	Orange, Seminole and Osceola
Number of Service Routes	62
Peak Vehicle Requirement	223
Hours of Operation	4:00 a.m. to 3:10 a.m.
Average Weekday Passengers	79,035
Vehicle Miles Operated	16,570,711
Vehicle Hours Operated	1,111,073

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**
Revenue, Expenses, and Change in Net Assets
Last Ten Years
Dollars in Millions
(Unaudited)

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Operating Revenue:										
Customer Fares	\$ 13.7	\$ 12.3	\$ 13.9	\$ 14.8	\$ 17.2	\$ 18.9	\$ 19.1	\$ 21.7	\$ 21.5	\$ 22.4
Other	14.4	15.0	17.1	16.6	18.0	17.1	21.0	20.1	20.8	20.8
Total Operating Revenue	28.1	27.3	31.0	31.4	35.2	36.0	40.1	41.8	42.3	43.2
Operating Expenses:										
Administration, Transportation, and Maintenance	64.5	77.9	82.3	78.8	86.1	89.1	97.8	110.7	106.6	106.7
Depreciation	8.9	8.9	9.0	7.7	8.7	9.2	10.1	15.2	16.7	17.0
Write-off of Assets (Note 1)	-	-	-	-	-	-	-	-	-	-
Total Operating Expenses	73.4	86.8	91.3	86.5	94.8	98.3	107.9	125.9	123.3	123.7
Operating Loss	(45.3)	(59.5)	(60.3)	(55.1)	(59.6)	(62.3)	(67.8)	(84.1)	(81.0)	(80.5)
Non-Operating Revenue (Expenses):										
Operating Assistance	26.5	30.7	33.7	35.1	37.6	38.9	53.1	50.1	54.3	48.9
Planning and Other Income (Expenses)	9.9	16.5	17.2	13.0	13.3	16.0	14.1	14.0	14.9	18.5
Capital Contributions	6.8	13.1	7.9	18.0	29.2	30.0	20.4	28.0	17.1	18.6
Total Non-Operating Revenue (Expenses)	43.2	60.3	58.8	66.1	80.1	84.9	87.6	92.1	86.3	86.0
Change in Net Assets	\$ (2.1)	\$ 0.8	\$ (1.5)	\$ 11.0	\$ 20.5	\$ 22.6	\$ 19.8	\$ 8.0	\$ 5.3	\$ 5.5



For the past 10 years the chart shows the change in net assets each year versus the immediately preceding year. After the decreases of fiscal 2001 and 2003, net assets increased every year peaking in fiscal year 2006 at \$22.6 million. The design, development and construction of the new LYNX Central Station (LCS) and LYNX Operations Center (LOC), as well as the acquisition of rolling stock and other capital assets caused a steep rise from fiscal year 2003, continuing through fiscal year 2006, with a decline in fiscal year 2007 with the completion of construction at the LOC. The increase each fiscal year after fiscal year 2007 was relatively modest compared to fiscal year 2006. The \$5.5 million increase in fiscal year 2010 was slightly above that of fiscal year 2009.

Source: Financial Statements

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

Condensed Summary of Net Assets

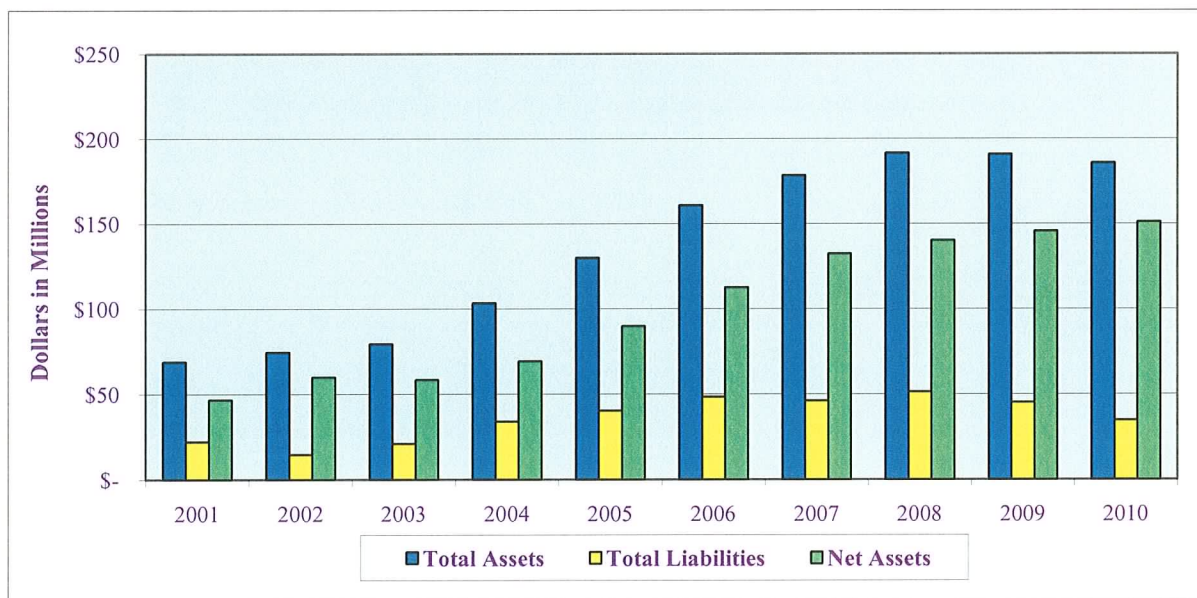
Last Ten Years

Dollars in Millions

(Unaudited)

Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Total Assets	\$68.9	\$74.6	\$79.4	\$103.4	\$130.1	\$160.9	\$178.5	\$191.7	\$190.9	\$185.9
Total Liabilities	\$22.2	\$14.7	\$21.0	\$34.0	\$40.2	\$48.3	\$46.1	\$51.3	\$45.2	\$34.7
Ending Net Assets	\$46.7	\$59.9	\$58.4	\$69.4	\$89.9	\$112.6	\$132.4	\$140.4	\$145.7	\$151.2

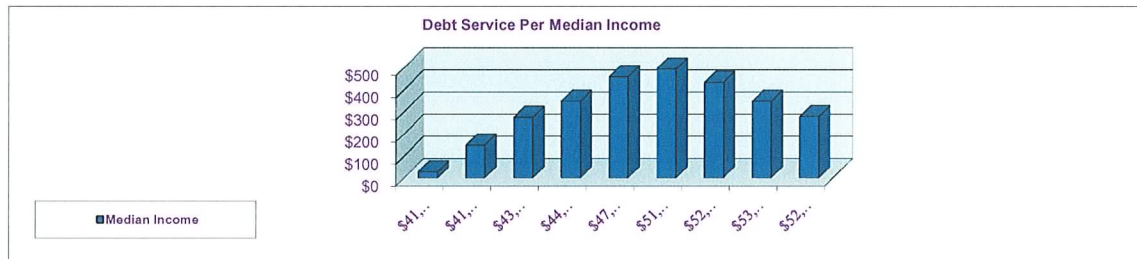
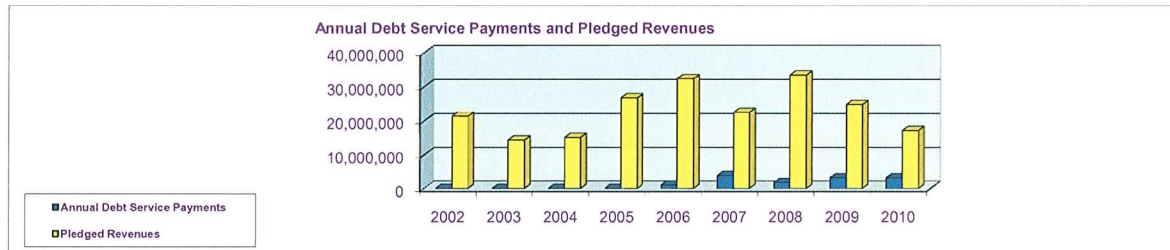
Invested in capital assets	\$46.0	\$50.6	\$49.6	\$59.8	\$80.2	\$98.0	\$110.2	\$123.6	\$123.5	\$125.1
Restricted	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$3.1	\$1.3	\$0.5	\$0.5	\$0.5
Unrestricted	\$0.7	\$9.3	\$8.8	\$9.6	\$9.7	\$11.5	\$20.9	\$16.2	\$21.7	\$25.6
Ending Net Assets	\$46.7	\$59.9	\$58.4	\$69.4	\$89.9	\$112.6	\$132.4	\$140.3	\$145.7	\$151.2



This chart compares Total Assets, Total Liabilities, and Net Assets values over the last 10 years. Total Assets increased 170% during this period as the Authority expanded service, acquired new rolling stock, developed land, and constructed the LYNX Central Station and LYNX Operations Center. Total Liabilities at the end of fiscal year 2010 are 65% higher than at the end of fiscal year 2003. The increase is due mainly to additional State Infrastructure Bank loans taken in fiscal years 2004 and 2006, and a 2007 lease agreement. Net Assets have increased, except for fiscal year 2003, every year since fiscal year 2001; at \$151.2 million as of this fiscal year end they are 224% greater than at the end of fiscal year 2001.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Total Debt
Last Ten Years
(Unaudited)**

Year	Total Debt	SIB Loans	Capital Leases	Annual Debt Service Payments	Pledged Revenues	Debt Service Coverage	Median Income	Debt per Median Income
2001	-	-	-	-	-	-	-	-
2002	\$1,168,323	\$1,000,000	\$168,323	-	\$21,362,967	-	\$41,773	\$27.97
2003	\$6,183,767	\$6,000,000	\$183,767	-	\$14,449,402	-	\$41,773	\$148.03
2004	\$11,830,468	\$11,749,569	\$80,899	-	\$15,210,218	-	\$43,159	\$274.11
2005	\$15,656,517	\$15,558,991	\$97,526	-	\$26,818,013	-	\$44,984	\$348.05
2006	\$21,722,909	\$21,677,898	\$45,011	\$1,021,093	\$32,413,802	31.74	\$47,445	\$457.85
2007	\$25,331,967	\$17,698,991	\$7,632,976	\$3,978,907	\$22,551,897	5.67	\$51,437	\$492.49
2008	\$22,662,882	\$15,996,355	\$6,666,527	\$1,850,585	\$33,529,785	18.12	\$52,430	\$432.25
2009	\$18,576,071	\$12,914,638	\$5,661,433	\$3,321,419	\$24,881,390	7.49	\$53,583	\$346.68
2010	\$14,446,041	\$9,829,891	\$4,616,150	\$3,321,420	\$17,211,000	5.18	\$52,104	\$277.25



Source: Financial Statements, NTD Report, and Orlando Economic Development Commission.

Note: Total debt consists of State Infrastructure Bank loans and capital lease obligations but annual debt service payments consist only of payments on State Infrastructure Bank loans. Available pledged revenues are for capital expenditures and debt service payments.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

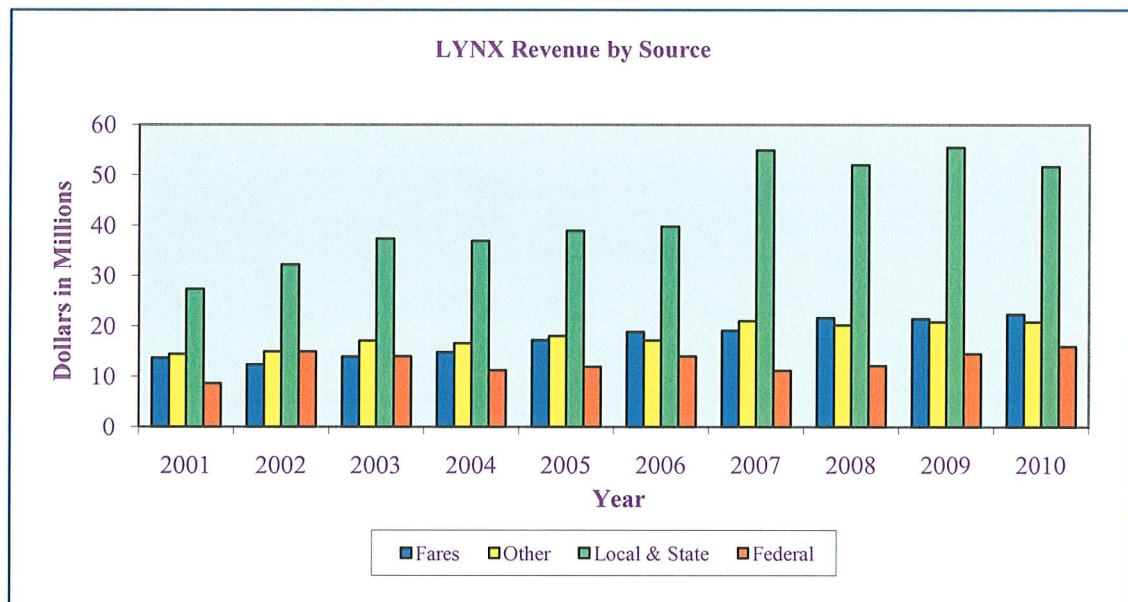
Revenue by Source

Last Ten Years

Dollars in Millions

(Unaudited)

	OPERATING AND OTHER						
	MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			
Fiscal Year	Fares	Other	Total	Local & State	Federal	Total	Total Revenue
2001	\$13.675	\$14.405	\$28.080	\$27.340	\$8.595	\$35.935	\$64.015
2002	\$12.352	\$14.952	\$27.304	\$32.233	\$14.905	\$47.138	\$74.442
2003	\$13.902	\$17.099	\$31.001	\$37.369	\$13.974	\$51.343	\$82.344
2004	\$14.832	\$16.593	\$31.425	\$36.912	\$11.216	\$48.128	\$79.553
2005	\$17.184	\$18.032	\$35.216	\$38.921	\$11.887	\$50.808	\$86.024
2006	\$18.869	\$17.134	\$36.003	\$39.757	\$14.006	\$53.763	\$89.766
2007	\$19.127	\$21.003	\$40.130	\$54.914	\$11.103	\$66.017	\$106.147
2008	\$21.661	\$20.179	\$41.840	\$51.997	\$12.077	\$64.074	\$105.914
2009	\$21.454	\$20.790	\$42.244	\$55.466	\$14.509	\$69.975	\$112.219
2010	\$22.363	\$20.800	\$43.163	\$51.684	\$15.917	\$67.601	\$110.764



The table and graph show the primary sources of revenues, the amount received from each source over the last ten years and, consequently, the Authority's relative dependency on each of the revenue sources. Local and state governments have consistently been the biggest providers of operating funds. Fares increased in 2010 due to greater ridership and the rate increase on January 4, 2009. Unfortunately, the increase in federal assistance only partially offset the decrease in local, state and other revenues. The local and state economies remained sluggish throughout 2010. In 2010 federal revenue continued its increasing trend amounting to 14.4% of LYNX's total revenue versus 12.9% in 2009.

Source: Financial statements and schedules included in the Comprehensive Annual Financial Reports

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Revenues by Source
Last Ten Years
(Unaudited)

	OPERATING AND OTHER MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			
FISCAL YEAR	FARES	OTHER	TOTAL	LOCAL & STATE	FEDERAL	TOTAL	TOTAL REVENUE
INDUSTRY							
2001	35.2%	14.1%	49.3%	46.2%	4.5%	50.7%	100.0%
2002	32.5%	17.3%	49.8%	45.3%	4.9%	50.2%	100.0%
2003	32.6%	18.1%	50.7%	43.6%	5.7%	49.3%	100.0%
2004	32.9%	16.7%	49.6%	43.4%	7.0%	50.4%	100.0%
2005	32.4%	7.2%	39.6%	53.1%	7.3%	60.4%	100.0%
2006	33.2%	7.0%	40.2%	52.1%	7.7%	59.8%	100.0%
2007	31.4%	6.5%	37.9%	54.6%	7.5%	62.1%	100.0%
2008	31.3%	6.4%	37.7%	55.3%	7.0%	62.3%	100.0%
2009	*	*	0.0%	*	*	0.0%	0.0%
2010	*	*	0.0%	*	*	0.0%	0.0%
LYNX							
2001	21.4%	22.5%	43.9%	42.7%	13.4%	56.1%	100.0%
2002	16.6%	20.1%	36.7%	43.3%	20.0%	63.3%	100.0%
2003	16.9%	20.7%	37.6%	45.4%	17.0%	62.4%	100.0%
2004	18.6%	20.9%	39.5%	46.4%	14.1%	60.5%	100.0%
2005	20.0%	21.0%	41.0%	45.2%	13.8%	59.0%	100.0%
2006	21.0%	19.1%	40.1%	47.8%	12.1%	59.9%	100.0%
2007	18.0%	19.8%	37.8%	51.7%	10.5%	62.2%	100.0%
2008	20.4%	19.1%	39.5%	49.1%	11.4%	60.5%	100.0%
2009	19.1%	18.5%	37.6%	49.5%	12.9%	62.4%	100.0%
2010	20.2%	18.8%	39.0%	46.6%	14.4%	61.0%	100.0%

Source: Financial Statements

APTA 2009 Transportation Fact Book

* Not available

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Fare Structure
Year Ended September 30, 2010
(Unaudited)

Cash Fare/Single Ride	\$ 2.00
Transfer	Free
Elderly and Disabled/Single Ride	\$ 1.00
Students	\$ 1.00
Daily Pass	\$ 4.50
Elderly and Disabled Daily Pass	\$ 2.25
Student Daily Pass	\$ 2.25
Children (6 years and under with an adult)	Free
TICKETS	
Express Single Ride	\$ 3.50
Express Seniors/Students	\$ 1.75
Votran	\$ 3.50
Votran Discount (Students, Elderly and Disabled)	\$ 1.75
Votran 10-Ticket Booklet	\$ 31.50
Votran 10-Ticket Booklet Discount (Students, Elderly and Disabled)	\$ 15.75
Votran Monthly Pass	\$ 80.00
Votran Monthly Pass Discount (Students, Elderly and Disabled)	\$ 40.00
PASSES	
7 Day Pass	\$ 16.00
Discounted 7 Day Pass (Students, Elderly and Disabled)	\$ 8.00
Express 7 Day Pass	\$ 23.00
Express Discounted 7 Day Pass (Students, Elderly and Disabled)	\$ 11.50
Youth Pass 7 Day	\$ 8.00
30 Day	\$ 50.00
AdvantAge Pass 30 Day (Elderly and Disabled)	\$ 25.00
Youth Pass 30 Day	\$ 25.00
Express 30 Day	\$ 70.00
Express AdvantAge Pass 30 Day (Elderly and Disabled)	\$ 35.00
Express Youth Pass 30 Day	\$ 35.00

SOURCE: LYNX Fare Structure Policy

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

**Fare Trends
Last Ten Years**

(Unaudited)

CASH FARES					PASSES			
Fiscal Year	Single Fare	Discount Single	1 Day Fare	Discount 1 Day	7 Day Pass	Discount 7 Day	30 Day Pass	Discount 30 Day
2001	1.00	0.25			10.00		35.00	12.00
2002	1.00	0.50			10.00		35.00	12.00
2003	1.25	0.50	3.00	1.50	10.00	5.00	36.00	15.00
2004	1.25	0.50	3.00	1.50	10.00	5.00	36.00	15.00
2005	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00
2006	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00
2007	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00
2008	1.75	0.85	4.00	2.00	14.00	7.00	44.00	22.00
2009	2.00	1.00	4.50	2.25	16.00	8.00	50.00	25.00
2010	2.00	1.00	4.50	2.25	16.00	8.00	50.00	25.00

Discounted Fares Include:

Students

Elderly and Handicapped

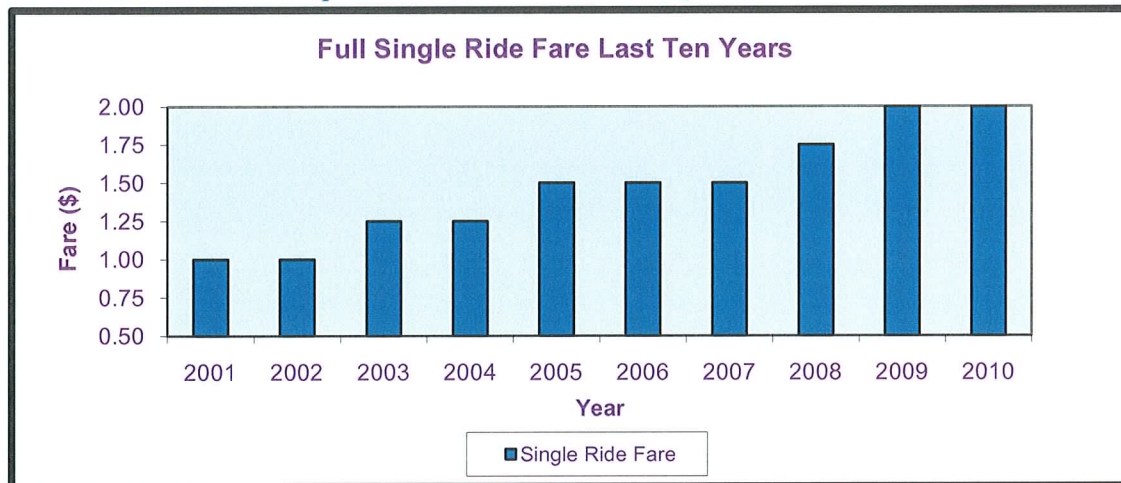
Does Not Include Xpress Link 200

Discounted Passes Include:

Youth

Advantage

IQ

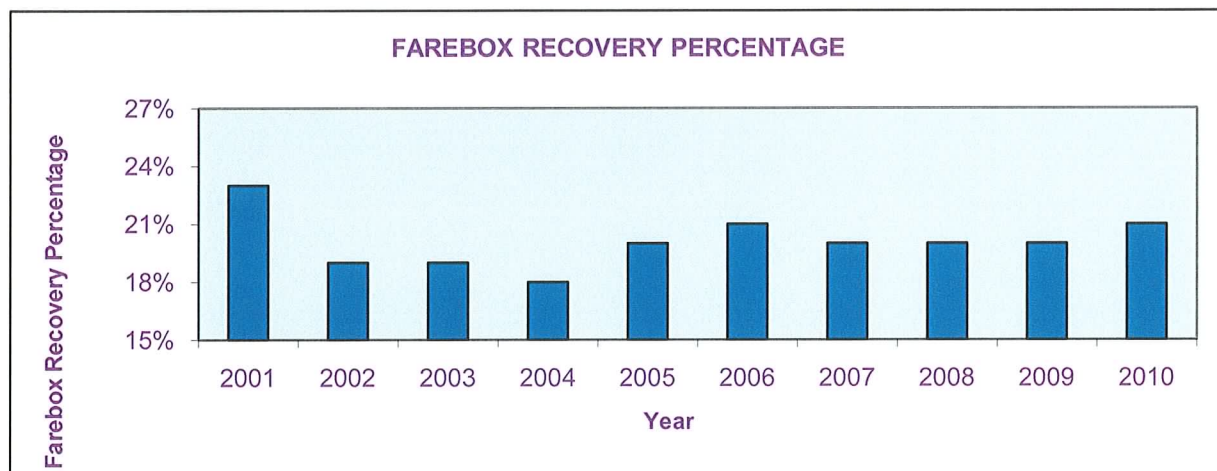


The table and graph show the amount of each standard fixed-route fare type by year. In keeping with the Authority's commitment to keep fares as low as fiscally feasible and to make relatively small rate increases periodically, no fare rate increases were made in 2010. In 2010 customer fares were approximately 52% of operating revenues and 20% of total revenues. The last increase was implemented in January 2009.

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

**Farebox Recovery Percentage
Last Ten Years
(Unaudited)**

Fiscal Year	Percentage
2001	23%
2002	19%
2003	19%
2004	18%
2005	20%
2006	21%
2007	20%
2008	20%
2009	20%
2010	21%

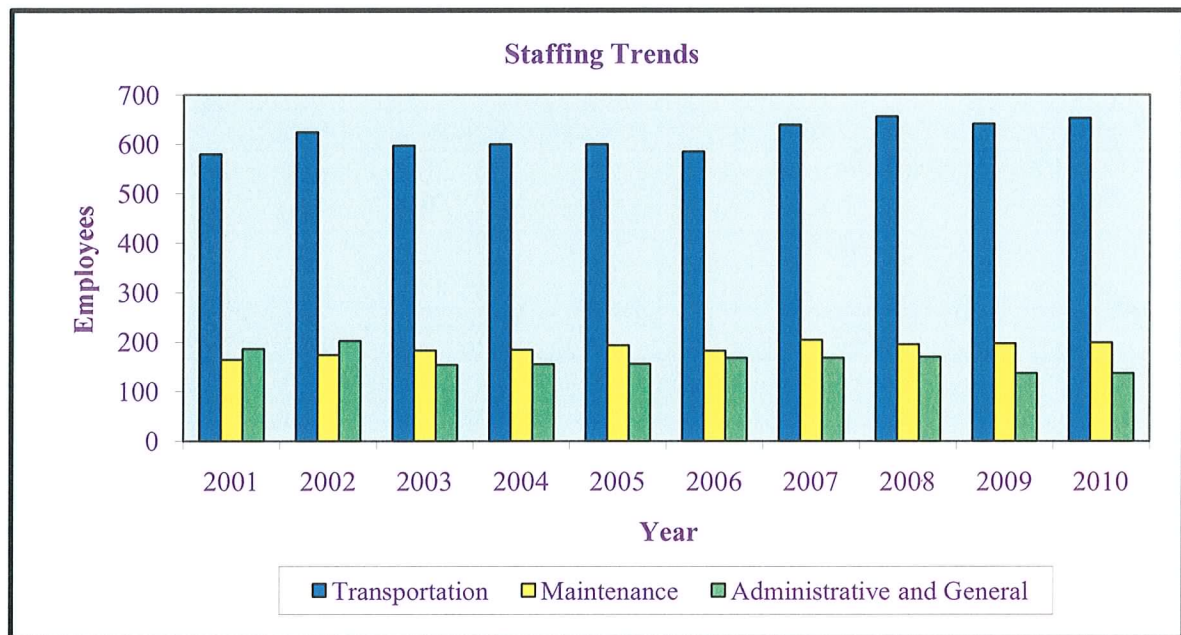


Farebox Recovery Percentage is the percentage of the total operating cost that is funded by customer fares. It is calculated by dividing total customer fares by total operating cost before depreciation. Beginning with 2002 the recovery rate has remained fairly constant varying by approximately 1% from year to year. 2010 saw a slight uptick compared to 2007 through 2009 but remained 2% below the 2001 level. The 2010 increase is due mainly to higher ridership.

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

**Budgeted Staffing Trends
Last Ten Years
(Unaudited)**

Year	Transportation	Maintenance	Administrative and General	Total
2001	580	164	186	930
2002	624	174	202	1,000
2003	597	183	154	934
2004	600	184	155	939
2005	600	193	156	949
2006	585	182	168	935
2007	639	204	168	1,011
2008	656	195	170	1,021
2009	641	197	137	975
2010	653	199	137	989



The greatest fluctuations during the 10-year period were in the Administrative and General area which, for 2010, was approximately 32% below the peak level of the 10-year period shown above. Staffing level in this area declined as a result of position reclassifications, elimination of staff positions and changes in service demand. Despite the Administrative and General staff decrease, the organization wide total from year to year varied less than 10% with an overall increasing trend with 2010 being approximately 3% below the peak which was reached in 2008.

Source: Annual Budgets

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

**Top Ten Employers
Service Area Employers
Current Year and Nine Years Ago
(Unaudited)**

Company	2010			2001		
	Number of Full Time Employees	Rank	Percentage of Total Employment	Number of Full Time Employees	Rank	Percentage of Total Employment
Walt Disney World Company	62,000	1	6.22%	55,000	1	7.03%
Orange County Public Schools	24,063	2	2.41%	19,608	2	2.51%
Florida Hospital Adventist System	16,000	3	1.61%	11,180	5	1.43%
Publix Super Markets	15,606	4	1.57%	9,911	6	1.27%
Universal Orlando	13,000	5	1.30%	11,500	4	1.47%
Orlando Regional Healthcare	13,000	6	1.30%	12,000	2	1.53%
University of Central Florida	10,152	7	1.02%	3,892	23	0.50%
Orange County Government	7,426	8	0.75%	5,700	9	0.73%
Lockheed Martin Corporation	7,200	9	0.72%	3,600	13	0.46%
Seminole County Schools	7,000	10	0.70%	8,298	7	1.06%
Other Employers	821,213		82.40%	641,871		82.01%
Region Total	996,660		100.00%	782,560		100.00%

Source: Orlando Business Journal
Metro Orlando Economic Development Commission
University of Central Florida Facts at a Glance
Service Area Includes Orange, Seminole and Osceola Counties

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

**Employment Percentage by Industry
Service Region
Last Ten Years
(Unaudited)**

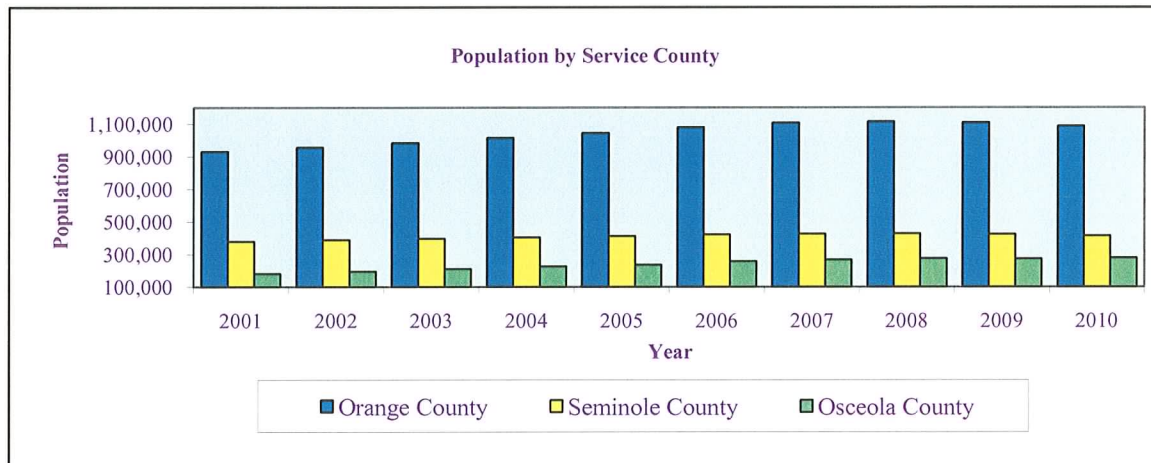
Year	Manufacturing	Construction	Transportation	Finance	Government	Retail Trade	Service	Total
2001	5.3%	6.1%	5.6%	5.9%	10.5%	23.6%	43.0%	100.0%
2002	4.9%	6.3%	5.3%	6.0%	11.1%	23.4%	43.0%	100.0%
2003	4.5%	6.6%	5.1%	6.2%	11.2%	23.8%	42.6%	100.0%
2004	4.4%	7.0%	4.9%	6.0%	11.0%	24.3%	42.4%	100.0%
2005	4.3%	7.6%	4.3%	6.0%	10.8%	22.8%	44.2%	100.0%
2006	4.1%	8.0%	4.9%	6.2%	10.6%	20.3%	45.9%	100.0%
2007	4.0%	7.8%	4.9%	5.9%	11.0%	20.6%	45.8%	100.0%
2008	3.8%	6.6%	3.9%	6.2%	11.0%	15.3%	53.2%	100.0%
2009	3.9%	6.0%	3.1%	6.4%	11.7%	11.1%	57.8%	100.0%
2010	3.7%	4.8%	3.0%	6.0%	11.7%	11.4%	59.4%	100.0%

Source Metro Orlando Economic Development Commission

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

**Population by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Total
2001	930,034	377,953	179,536	1,487,523
2002	955,865	387,626	193,355	1,536,846
2003	983,165	394,900	210,438	1,588,503
2004	1,013,937	403,361	225,816	1,643,114
2005	1,043,437	411,744	235,156	1,690,337
2006	1,079,524	420,667	255,903	1,756,094
2007	1,105,603	425,698	266,123	1,797,424
2008	1,114,979	426,413	273,709	1,815,101
2009	1,108,882	423,759	272,788	1,805,429
2010	1,087,971	412,660	278,153	1,778,784



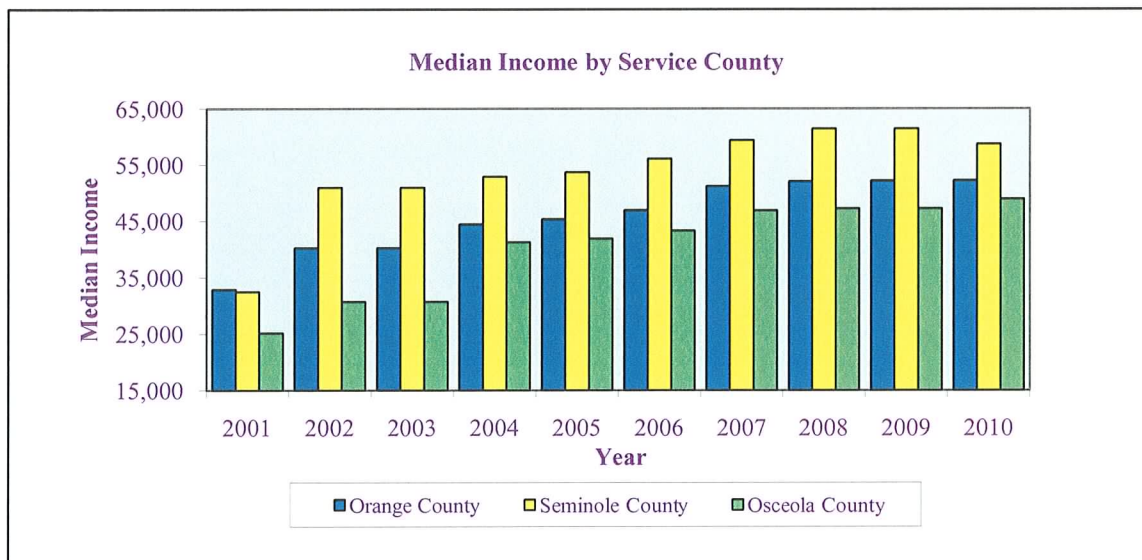
The population of the tri-county area, as a whole, grew every year except for 2009 and 2010 when there was decrease in the population versus 2008 and 2009 respectively. The greatest growth was in Osceola County where the population grew every year except for 2009 which saw a slight (0.3%) decline compared to the previous year. It was the only county that grew in 2010 when it posted a population gain of 5,363 (2.0%) compared to 2009.

Source: Metro Orlando Economic Development Commission

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

**Median Household Income by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Total
2001	32,864	32,500	25,168	90,532
2002	40,241	50,960	30,699	121,900
2003	40,241	50,960	30,699	121,900
2004	44,456	52,881	41,250	138,587
2005	45,330	53,675	41,872	140,877
2006	46,963	56,072	43,336	146,371
2007	51,188	59,354	46,890	157,432
2008	52,062	61,378	47,228	160,668
2009	52,130	61,374	47,244	160,748
2010	52,232	58,703	48,942	159,877



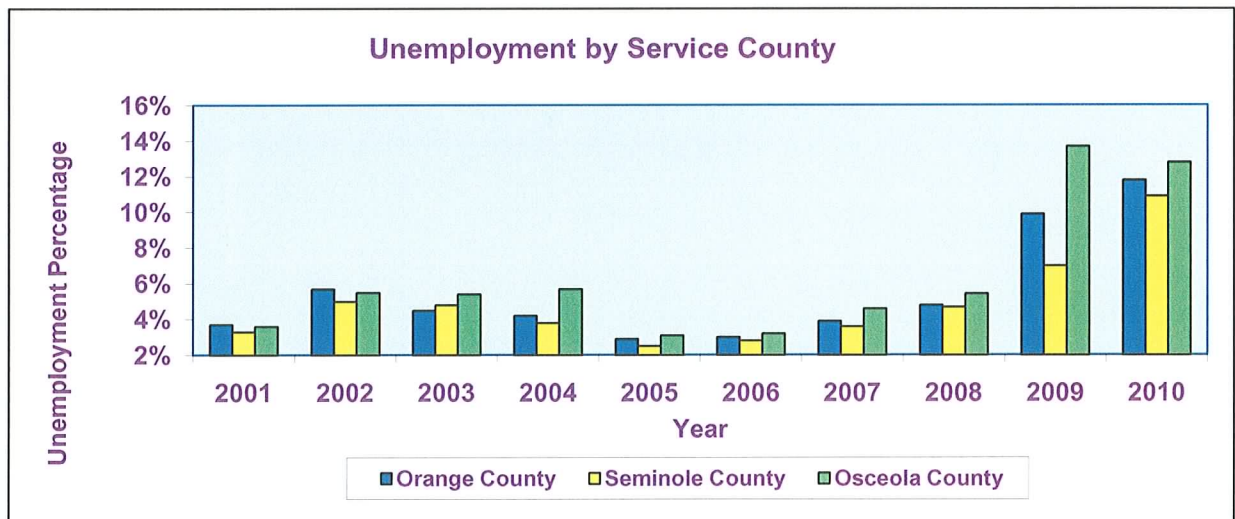
Median household income is useful in public transportation planning because it is one determinant of the need for, and probability of use, of public transportation. The lower the median income the greater, in most cases, will be the need for, and use of, public transportation. Each county in the tri-county area has shown steady year-over-year increases since 2001, with the exception of Seminole County which experienced a miniscule decrease in median household income in 2009 and a 4.4% decline in 2010.

Source: Metro Orlando Economic Development Commission

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

**Unemployment by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Average
2001	3.7%	3.3%	3.6%	3.5%
2002	5.7%	5.0%	5.5%	5.6%
2003	4.5%	4.8%	5.4%	4.5%
2004	4.2%	3.8%	5.7%	4.2%
2005	2.9%	2.5%	3.1%	3.0%
2006	3.0%	2.8%	3.2%	3.1%
2007	3.9%	3.6%	4.6%	3.3%
2008	4.8%	4.7%	5.5%	5.0%
2009	9.9%	7.0%	13.7%	10.2%
2010	11.8%	10.9%	12.8%	11.8%



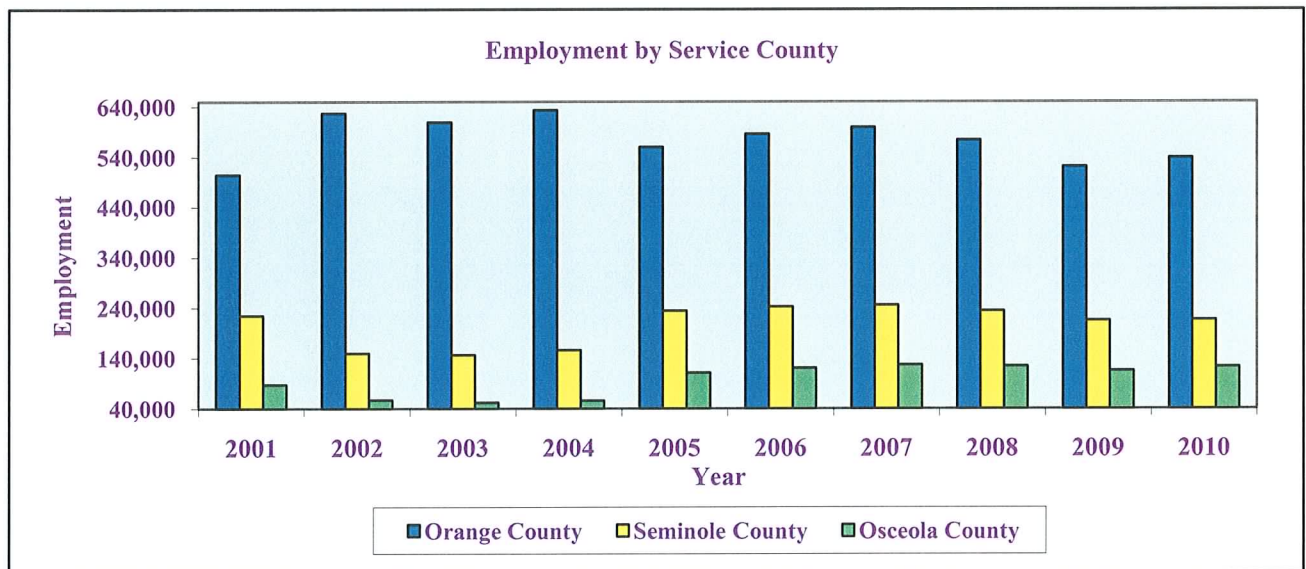
Employment and Unemployment trends are useful in the analysis of the economic vitality of a local economy. The availability of public transportation removes transportation barriers to employment, a factor which contributes to the continued need for public transportation. The yearly percentages by county are annual averages, non-seasonal based. The tri-county average for fiscal year 2010 was 11.8% with Osceola at 12.8% having the highest unemployment but on the favorable side it was the only county in the area that posted a decline in unemployment compared to 2009.

Source: Metro Orlando Economic Development Commission

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

**Employment by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Total
2001	504,650	224,308	87,414	816,372
2002	627,291	149,671	57,134	834,096
2003	609,330	146,296	51,819	807,445
2004	633,500	155,845	55,856	845,201
2005	559,852	233,747	110,867	904,466
2006	586,102	242,061	120,684	948,847
2007	599,487	245,764	126,783	972,034
2008	574,090	234,275	124,406	932,771
2009	521,623	215,016	115,643	852,282
2010	539,404	216,202	122,843	878,449



The tri-county area has experienced growth in employment every year, except for 2003, from 2001 through 2007. There was a decline in 2008 and again in 2009 due to the recession that began in 2008. Recovery has been slow and painful with 2010 being only 3.1% above the depressed level of 2009 and 9.6% below 2007 level. Hardest hit was Orange County where employment in 2010 was still 10.0% below the peak reached in 2007.

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**
General Statistical Trends
Last Ten Years
(Unaudited)

FISCAL YEAR	RIDERSHIP	NUMBER OF PEAK VEHICLES	ACTUAL VEHICLE MILES	ACTUAL VEHICLE HOURS
2001	21,289,997	236	12,595,793	884,178
2002	20,546,821	244	13,625,743	957,688
2003	21,894,985	236	14,083,287	985,669
2004	22,677,846	230	14,081,562	987,450
2005	24,030,234	237	14,478,451	1,013,865
2006	24,570,957	240	14,726,834	1,033,796
2007	26,078,255	240	15,475,289	1,058,929
2008	26,427,067	238	16,739,475	1,162,852
2009	23,747,795	234	16,225,409	1,108,783
2010	24,780,704	223	16,570,711	1,111,073

SOURCES: NTD report (MotorBus)

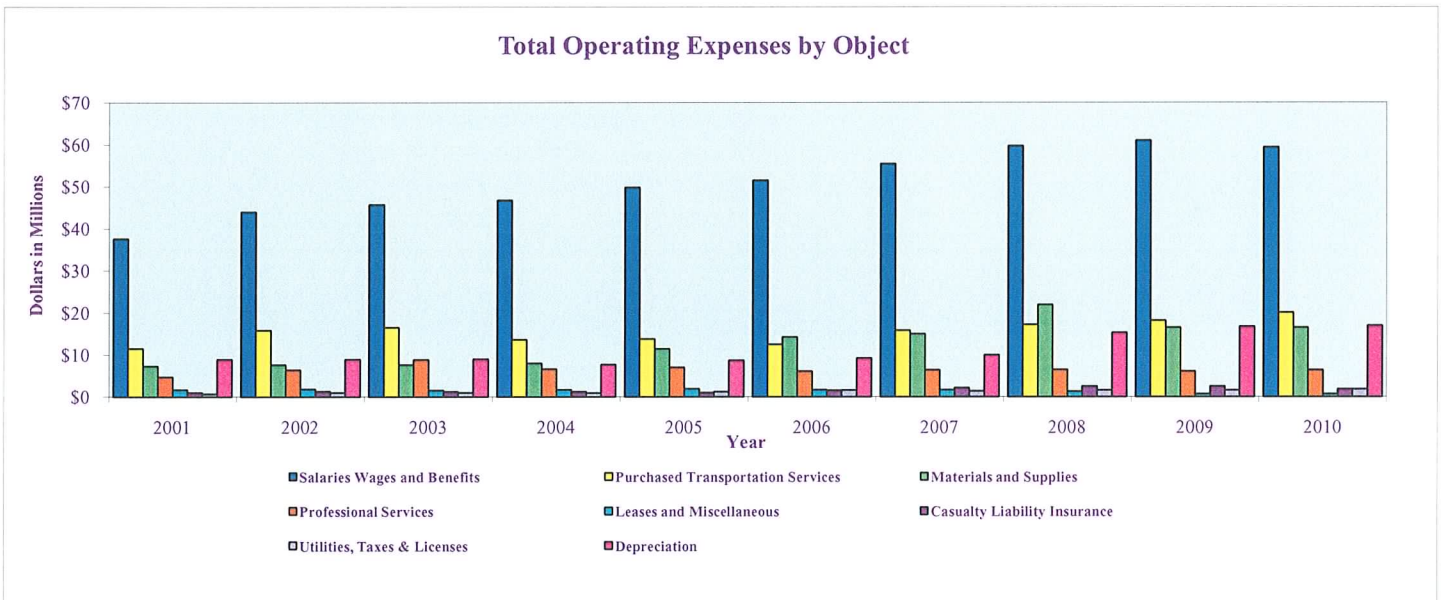
Number of vehicles exclude vehicles not in service at the end of the fiscal year.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX

59

Operating Expenses by Object
Last Ten Years
Dollars in Millions
(Unaudited)

Fiscal Year	Salaries Wages and Benefits	Purchased Transportation Services	Materials and Supplies	Professional Services	Leases and Miscellaneous	Casualty Liability Insurance	Utilities, Taxes & Licenses	Depreciation	Total Operating Expenses
2001	37.6	11.5	7.3	4.7	1.7	1.0	0.7	8.9	73.4
2002	44.0	15.8	7.6	6.4	1.8	1.3	1.0	8.9	86.8
2003	45.7	16.5	7.6	8.8	1.5	1.2	1.0	9.0	91.3
2004	46.8	13.6	8.0	6.6	1.7	1.2	0.9	7.7	86.5
2005	49.8	13.8	11.4	7.0	1.9	1.0	1.2	8.7	94.8
2006	51.5	12.5	14.2	6.1	1.7	1.5	1.6	9.2	98.3
2007	55.5	15.8	15.0	6.4	1.7	2.1	1.4	10.0	107.9
2008	59.7	17.2	21.9	6.5	1.3	2.5	1.6	15.3	126.0
2009	61.0	18.2	16.5	6.1	0.7	2.5	1.6	16.7	123.3
2010	59.4	20.1	16.5	6.4	0.7	1.8	1.8	17.0	123.7



The table and graph show the annual amount for each of the 8 primary object classifications of operating expenses during the last ten years. Total operating expenses for 2010 was 68.5% above the 2001 level but 1.8% below the peak reached in 2008. At 48.1% of total operating expenses in 2010, the Salaries, Wages and Benefits object is the largest object and it has increased steadily during the measurement period except for 2010 which was 2.6% below 2009.

Source: Financial Statements

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

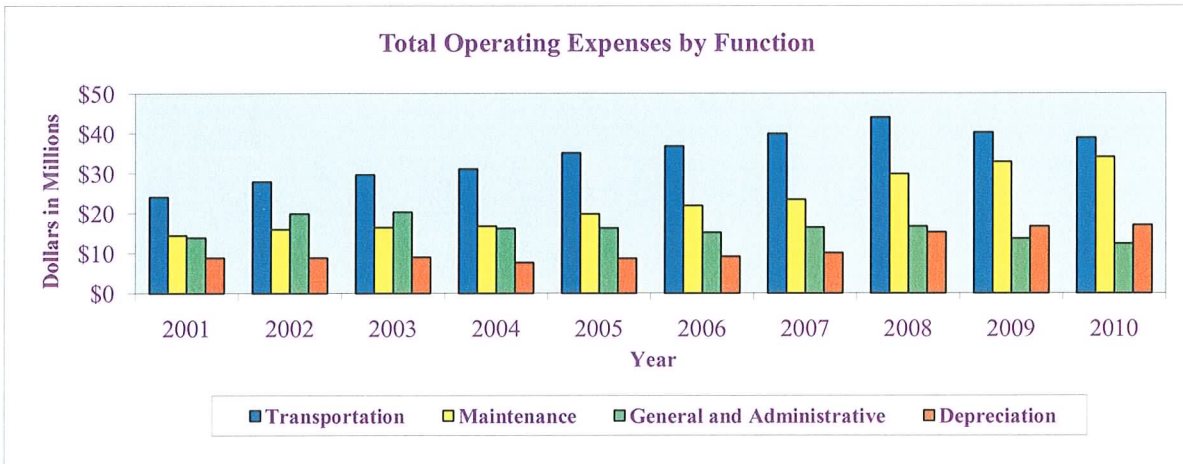
Operating Expenses by Function

Last Ten Years

Dollars in Millions

(Unaudited)

Fiscal Year	Transportation	Maintenance	Paratransit	General and Administrative	Depreciation	Total Operating Expenses
2001	\$24.1	\$14.5	\$12.0	\$13.9	\$8.9	\$73.4
2002	\$27.9	\$16.0	\$14.1	\$19.9	\$8.9	\$86.8
2003	\$29.7	\$16.5	\$15.8	\$20.3	\$9.0	\$91.3
2004	\$31.1	\$16.8	\$14.7	\$16.2	\$7.7	\$86.5
2005	\$35.1	\$19.8	\$14.9	\$16.3	\$8.7	\$94.8
2006	\$36.8	\$21.9	\$15.2	\$15.2	\$9.2	\$98.3
2007	\$39.9	\$23.4	\$18.0	\$16.5	\$10.1	\$107.9
2008	\$44.0	\$29.8	\$20.2	\$16.7	\$15.3	\$126.0
2009	\$40.2	\$32.9	\$19.8	\$13.7	\$16.7	\$123.3
2010	\$38.9	\$34.1	\$21.3	\$12.4	\$17.0	\$123.7



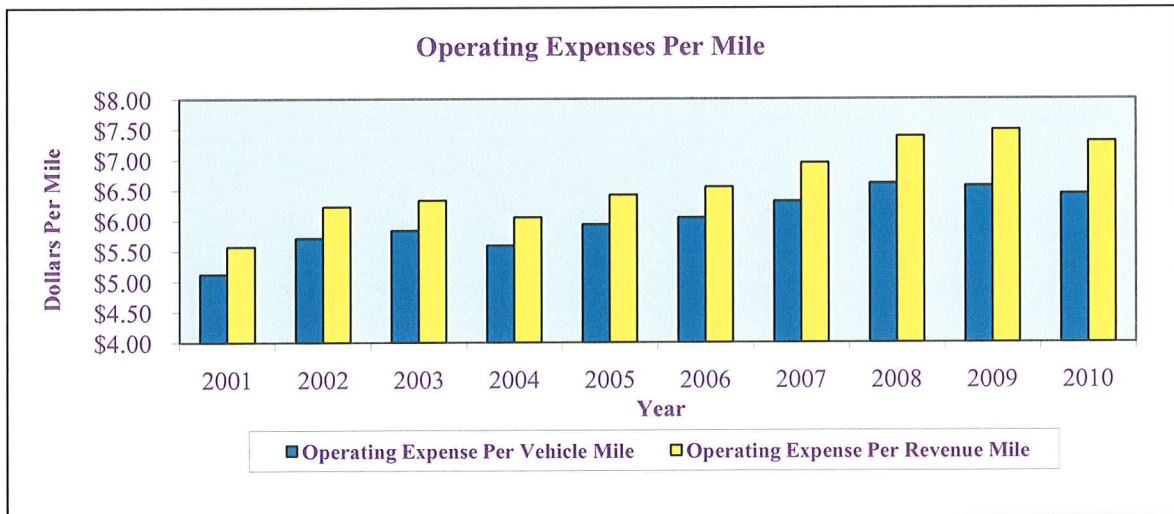
This table and graph show operating expenses by function for the last ten years. Total operating expenses for 2010 are 68.5 % greater than 2001. Maintenance expenses at 135.2% in 2010 over 2001 posted the greatest increase due to increased demand for maintenance services resulting from an expanded revenue vehicles fleet and completion of office and maintenance facilities during the last 10-year period. Depreciation costs rose 91.0% over the same period due to acquisition of new vehicles, development of real estate, and completion of new office and maintenance buildings at the LOC in 2007 and 2008. Transportation expenses increased each year through 2008 due mainly to expanded service routes. Service reductions lead to a decrease in the transportation cost for 2009 and 2010. General and Administrative costs have fluctuated during the period reaching a peak in 2003 and decreased in 2009 and 2010 due to reduction in staffing level.

Source: Financial Statements
NTD Report FY 2010

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

**Operating Expenses Per Mile
Last Ten Years
(Unaudited)**

Fiscal Year	Vehicle Miles	Revenue Miles	Operating Expense Per Vehicle Mile	Operating Expense Per Revenue Mile
2001	12,595,793	11,576,926	5.12	5.57
2002	13,625,743	12,504,319	5.72	6.23
2003	14,083,287	12,986,576	5.84	6.34
2004	14,081,298	13,006,713	5.60	6.06
2005	14,488,566	13,398,280	5.94	6.43
2006	14,726,834	13,593,266	6.05	6.55
2007	15,475,289	14,072,186	6.32	6.95
2008	16,739,475	14,985,672	6.61	7.39
2009	16,215,911	14,230,128	6.57	7.49
2010	16,570,711	14,612,279	6.44	7.30



The table and graph show total miles and operating expenses per mile by year for the past ten years. These provide, directly and indirectly, some key operational indicators such as efficiency in use of operating assistance funding and the quality of the maintenance program. There was a steady increase in Revenue Miles and Vehicles Miles until 2009 when service was reduced due to budgetary constraints. The increase in Operating Expense Per Revenue Mile is reflective of increase in cost for material and services without a corresponding increase in miles and ridership. The reduction in Operating Expense Per Vehicle Mile, year-over-year, for 2009 and 2010 may indicate that some efficiency optimization measures employed by LYNX in 2009 are succeeding and vehicles are performing better. The ratio of Revenue Miles versus Vehicle Miles represents the level of service miles delivered to patrons versus the total level of miles required to service all routes.

Source: Financial Statements
National Transportation Database report

CENTRAL FLORIDA REGIONAL TRANSPORTATION d/b/a
LYNX
Risk Management
Insurance Policies - Fiscal Year 2010
(Unaudited)

Insurance Company	Policy	Premium	Limits	Per Occurrence	Deductible/SIR	% Comm.
Westchester/Landmark	Property	\$ 168,351	\$70,912,301		\$10,000 except \$5,000 Contractor's Equipment/EDP 2% Named Storm \$25,000 All Other Wind/Flood	0%
	Named Windstorm	Included	\$25,000,000			
	Flood	Included	\$10,000,000			
	Ordinance & Law	Included	\$10,000,000			
	Debris Removal	Included	\$5,000,000			
Hartford Steam Boiler	Bolier & Machinery	Included	\$50,000,000		\$10,000 / 24 Hours	
	Sub-total	\$ 168,351				
PGIT (Preferred Governmental Insurance Trust)	Crime	\$1,165				0%
	Forgery or Alteration	Included	\$100,000		\$1,000	
	TDD	Included	\$50,000		\$1,000	
	Employee Dishonesty	Included	\$250,000		\$1,000	
	Computer Fraud	Included	\$250,000		\$1,000	
	Sub-total	\$1,165				
	General Liability					0%
	General Liability	\$22,421	\$1,000,000/\$2,000,000		\$200,000	
	EBL	Included	\$1,000,000		\$200,000	
	Sub-total	\$22,421				
	Public Officials/EPLI					0%
	Public Officials	\$15,881	\$2,000,000		\$100,000	
	EPLI	\$10,588	\$2,000,000		\$100,000	
	Sub-total	\$26,469				
	Automobile:	\$140,365				0%
	Auto Liability/UM/MedPay	Rejected	N/A		N/A	
	Auto Physical Damage	\$140,365	Symbol 10		\$1,000 / \$10,000	
	Sub-total	\$140,365				
	Total Premium This Page	\$358,771.00				

CENTRAL FLORIDA REGIONAL TRANSPORTATION d/b/a
LYNX
Risk Management
Insurance Policies - Fiscal Year 2010
(Unaudited)

Insurance Company	Policy	Premium	Limits	Per Occurrence	Deductible/SIR	% Comm.
Lynx Self-Insured	Workers Compensation	Rejected	N/A		N/A	
PGIT (Preferred Governmental Insurance Trust)	Automobile (Road Rangers)					0%
	Auto Liability	\$21,335	\$300,000		\$0	
	PIP	Included	Statutory		\$0	
	UM/UM	Included	\$50,000			
	Auto Physical Damage	\$8,646	Symbol 10			
	Garage/Garagekeepers	\$525				
	Sub-total	\$30,506				
U.S. Specialty	Fiduciary	\$4,156	\$2,000,000		\$5,000	0%
Commerce & Industry	Storage Tanks	\$7,266	\$1,000,000/\$2,000,000		\$25,000	0%
Arthur J. Gallagher	Brokerage Fee	\$50,000				
	Total Premium This Page	\$91,928				
Grand Total Premiums		\$450,699				

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2010

FEDERAL GRANTOR/PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2009 Receivable	Receipts	Expenditures	September 30, 2010 Receivable
Department of Interior	15.808	08-2800-0399	\$ 26,270	\$ 5,657	\$ (5,657)	\$ -	\$ -
U.S. Geological Survey-Research and Data Collection			26,270	5,657	(5,657)	-	-
Department of Homeland Securities	97.075	08-DS-66-13-00-20-202	908,186	115,473	(155,062)	225,990	186,401
Rail and Transit Security Grant Program	97.075	10-DS-52-06-58-20-236	747,280	-	(8,796)	10,267	1,471
	97.075	08-DS-83-13-00-20-344	51,104	130	(576)	48,448	48,002
	97.075	09-DS-43-06-58-20-359	1,313,284	7,646	(17,753)	44,707	34,600
	97.075	2009-RA-T9-0045	1,696,404	-	-	4,077	4,077
			4,716,258	123,249	(182,187)	333,489	274,551
Department of Health and Human Services	93.579	MKH05	275,000	-	(160,741)	160,741	-
U. S. Repatriation			275,000	-	(160,741)	160,741	-
Department of Transportation Federal Transit Cluster	20.500	FL03-0319	140,983	-	(26,996)	47,483	20,487
Capital assistance	20.500	FL03-0126	11,144,100	20,265	-	-	20,265
Passed through the City of Orlando	20.500	FL04-0052	5,903,200	885,741	(2,670,122)	1,788,617	4,236
Capital assistance	20.500	FL05-0089	168,716	9,975	(9,975)	54,507	54,507
Capital assistance	20.500	FL05-0090	659,416	-	(659,416)	659,416	-
			18,016,415	915,981	(3,366,509)	2,550,023	99,495
Capital assistance	20.507	FL90-X454	21,329,471	78,477	(1,499,731)	1,449,915	28,661
Capital assistance	20.507	FL90-X501	21,062,972	90,901	(111,355)	20,454	-
Capital assistance	20.507	FL90-X530	20,736,622	625,899	(1,542,180)	1,002,782	86,501
Capital assistance	20.507	FL90-X552	18,146,704	120,056	(147,489)	47,292	19,859
Capital assistance	20.507	FL90-X604	19,380,012	174,421	(1,612,665)	1,564,615	126,371
Capital assistance	20.507	FL90-X653	21,038,123	514,248	(822,157)	337,281	29,372
Capital assistance	20.507	FL90-X688	22,317,593	8,386,133	(11,400,657)	5,148,663	2,134,139
Capital assistance	20.507	FL95-X009	4,699,350	186,000	(186,000)	-	-
Capital assistance	20.507	FL95-X024	5,623,675	2,236,755	(4,139,968)	1,906,698	3,485
Capital assistance	20.507	FL90-X726	22,243,009	-	-	5,733,498	5,733,498
ARRA Capital assistance	20.507	FL96-X003	29,574,615	55,787	(7,832,111)	8,881,137	1,104,813
			206,152,146	12,468,677	(29,294,313)	26,092,335	9,266,699
Total Federal Transit Cluster			224,168,561	13,384,658	(32,660,822)	28,642,358	9,366,194
Federal Transit - Section 8:							
Passed through the Metroplan Orlando	20.505	FL80-X018	285,760	90,685	(100,787)	32,045	21,943
	20.505	FL80-X019	368,276	-	(166,309)	212,465	46,156
			654,036	90,685	(267,096)	244,510	68,099

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2010

FEDERAL GRANTOR/PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2009 Receivable	Receipts	Expenditures	September 30, 2010 Receivable
Federal Transit: Section 18:							
Passed through Florida Department of Transportation							
ARRA - Capital Assistance							
Operating Assistance	20.509	APL67	1,951,270	-	(474,835)	1,951,270	1,476,435
	20.509	AOV68	489,598	-	-	489,598	489,598
			<u>2,440,868</u>	<u>-</u>	<u>(474,835)</u>	<u>2,440,868</u>	<u>1,966,033</u>
Federal Transit: Section 26							
Planning assistance							
	20.514	FL26-0010	1,247,913	-	-	14,900	14,900
	20.514	FL26-7035	197,000	97,028	(48,383)	10,744	59,389
	20.514	FL26-7107	400,000	19,731	(21,147)	33,429	32,013
			<u>1,844,913</u>	<u>116,759</u>	<u>(69,530)</u>	<u>59,073</u>	<u>106,302</u>
Transit Services Program Cluster							
	20.516	APF84	873,576	149,174	(295,057)	371,222	225,339
	20.516	FL37-X024	549,368	31,561	(31,561)	-	-
	20.516	FL37-X029	1,206,442	143,687	(606,279)	527,250	64,658
			<u>2,629,386</u>	<u>324,422</u>	<u>(932,897)</u>	<u>898,472</u>	<u>289,997</u>
Total Transit Services Program Cluster							
	20.521	APF85	732,841	5,729	(4,731)	17,359	18,357
	20.521	FL57-X001	314,866	29,163	(82,869)	128,010	74,304
	20.521	FL57-X012	730,803	8,694	(76,847)	285,676	217,523
			<u>1,778,510</u>	<u>43,586</u>	<u>(164,447)</u>	<u>431,045</u>	<u>310,184</u>
			<u>4,407,896</u>	<u>368,008</u>	<u>(1,097,344)</u>	<u>1,329,517</u>	<u>600,181</u>
Federal Transit: Section 39							
Planning assistance							
	20.522	FL39-0005	926,000	2,473	(159,441)	237,480	80,512
			<u>926,000</u>	<u>2,473</u>	<u>(159,441)</u>	<u>237,480</u>	<u>80,512</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS							
			<u>\$ 239,459,802</u>	<u>\$ 14,091,489</u>	<u>\$ (35,077,653)</u>	<u>\$ 33,448,036</u>	<u>\$ 12,461,872</u>
NONOPERATING REVENUE PORTION							
						<u>15,916,638</u>	
CONTRIBUTED CAPITAL							
						<u>\$ 17,531,398</u>	

See Notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF LOCAL FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2010

GRANT NUMBER/ SOURCE	Program or Award Amount	September 30, 2009 Deferral (Receivable)	Transfers/ Receipts	Expenditures	September 30, 2010 Deferral (Receivable)
LOCAL MATCHING GRANTS:					
N/A, APK76	\$ 2,792,851	\$ -	\$ 208,489	208,489	\$ -
N/A, APZ87	2,642,685	-	56,042	56,042	-
N/A, APE10	902,000	-	316,918	316,918	-
N/A, APF84	770,719	-	330,371	330,371	-
N/A, APG02	200,000	-	46,852	46,852	-
N/A, AON64	229,770	-	41,774	41,774	-
N/A, AON65	252,488	-	95,317	95,317	-
N/A, AOR55	473,522	-	29,345	29,345	-
N/A, AOU99	1,137,020	-	119,832	119,832	-
N/A, FL26-1001	205,000	-	-	-	-
N/A, FL57-X001	314,866	-	31,312	31,312	-
N/A, FL57-X012	730,803	-	272,785	272,785	-
N/A, S0385-1	-	-	2,624,653	2,624,653	-
Orange County (LYNX Operating Center)	-	984 *	1,045,283	1,045,283	984 *
Orange County (Bus Lease)	-	90,292 *	-	-	90,292 *
Private Partners (Shelters and Vans)	-	167,823	60,000	124,648	103,175
City of Altamonte Springs (FlexBus Project)	-	445,474 *	-	-	445,474 *
Other Local Capital	-	86,115	-	-	86,115
Total matching grants	\$ 10,651,724	\$ 790,688	\$ 5,278,973	5,343,621	\$ 726,040
Customer fares and operating assistance				4,173,690	
Contributed capital portion				\$ 1,169,931	
LOCAL GRANTS AND CONTRACT SERVICES:					
Operating assistance:					
Orange County operating		\$ -	33,774,144	33,774,144	\$ -
City of Orlando		-	3,744,400	3,744,400	-
Seminole County		-	1,320,500	1,320,500	-
Osceola County		-	1,302,967	1,302,967	(2,605,934)
Total non-operating revenue portion		\$ -	\$ 40,142,011	\$ 40,142,011	\$ -
Contract services:					
Seminole County		\$ -	\$ 3,070,840	3,070,840	\$ -
Osceola County		-	3,298,317	3,298,317	-
City of Orlando (LYMMO)		(106,257)	1,159,090	1,158,001	(105,168)
City of Altamonte Springs		-	130,000	130,000	-
City of St. Cloud		-	174,192	174,192	-
City of Sanford		(8,333)	108,333	100,000	-
Disney		3,674,393	250,000	2,302,199	1,622,194
Winter Garden Village		(12,500)	75,000	87,500	(25,000)
Universal Studios		(8,364)	8,364	-	-
Shingle Creek		(40,999)	267,456	271,766	(45,309)
Polk County		-	-	115,536	(115,536)
Votran		(56,037)	-	139,199	(195,236)
State Farm		242,586	321,000	322,836	240,750
Lake County		(24,644)	158,680	146,221	(12,185)
Total Local Financial Assistance		3,659,845	9,021,272	11,316,607	1,364,510
Other Contractual Services					
Local		-	111,848	111,848	-
State - Transportation Disadvantage		(637,131)	2,513,534	2,380,778	(504,375)
State - Medicaid		(1,919,595)	6,187,390	5,710,499	(1,442,704)
Total Other Contractual Services		(2,556,726)	8,812,772	8,203,125	(1,947,079)
Total contract services		\$ 1,103,119	\$ 17,834,044	\$ 19,519,732	\$ (582,569)

*These amounts are not receivables or deferrals, but are included as restricted net assets, as they relate to receipts that are restricted for matching. See notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2010

STATE GRANTOR PROGRAM TITLE, CONTRACT NO., WPI NO., JOB NO.	CSFA Number	Program or Award Amount	September 30, 2009 Receivable	Receipts/ Adjustments	Expenditures	September 30, 2010 Receivable
<u>Florida Department of Transportation</u>						
N/A. APE10	55.012	\$ 902,000	\$ 191,448	\$ (461,034)	316,917	\$ 47,331
N/A. APG02	55.007	200,000	27,660	(57,468)	46,852	17,044
N/A. APG46	55.011	138,950	9,990	(9,990)	-	-
N/A. APJ28	55.012	200,000	-	-	53,048	53,048
N/A. APQ82	55.012	514,973	-	(436,967)	514,973	78,006
N/A. APQ83	55.012	47,166	-	(44,046)	47,166	3,120
N/A. APQ84	55.012	216,000	-	(123,888)	154,437	30,549
N/A. AOY43	55.010	7,974,698	-	(5,354,969)	7,974,698	2,619,729
N/A. AON64	55.012	229,770	15,106	(50,516)	41,774	6,364
N/A. AON65	55.012	401,691	35,045	(117,304)	95,316	13,057
N/A. AOR55	55.012	473,522	-	(19,567)	29,345	9,778
N/A. AOU99	55.012	1,137,020	281,430	(401,263)	119,833	-
		<u>12,435,790</u>	<u>560,679</u>	<u>(7,077,012)</u>	<u>9,394,359</u>	<u>2,878,026</u>
STATE OF FLORIDA RENEWABLE ENERGY TECHNOLOGIES /BIODIESEL	37.067	<u>2,500,000</u>	<u>799,654</u>	<u>(1,440,731)</u>	<u>1,057,038</u>	<u>415,961</u>
		<u>2,500,000</u>	<u>799,654</u>	<u>(1,440,731)</u>	<u>1,057,038</u>	<u>415,961</u>
<u>Florida Transportation Disadvantaged Commission</u>						
N/A. APK76	55.001	2,513,566	637,131	(2,513,534)	1,876,403	-
N/A. APZ87	55.001	<u>2,642,969</u>	<u>-</u>	<u>-</u>	<u>504,375</u>	<u>504,375</u>
		<u>5,156,535</u>	<u>637,131</u>	<u>(2,513,534)</u>	<u>2,380,778</u>	<u>504,375</u>
TOTAL STATE FINANCIAL ASSISTANCE		\$ 20,092,325	\$ 1,997,464	\$ (11,031,277)	\$ 12,832,175	\$ 3,798,362
<u>Other State Contracts</u>						
N/A. BD999	N/A	3,124,000	6,320	-	(6,320)	-
N/A. BD96	N/A	3,172,882	359,721	(935,721)	1,289,422	713,422
		<u>6,296,882</u>	<u>366,041</u>	<u>(935,721)</u>	<u>1,283,102</u>	<u>713,422</u>
TOTAL STATE FINANCIAL ASSISTANCE AND OTHER STATE CONTRACTS			\$ <u>2,363,505</u>	\$ <u>(11,966,998)</u>	14,115,277	\$ <u>4,511,784</u>
CONTRACT SERVICES PORTION					2,380,778	
NONOPERATING REVENUE PORTION					<u>11,542,334</u>	
CONTRIBUTED CAPITAL PORTION					\$ <u>192,165</u>	

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS AND

LOCAL AND STATE FINANCIAL ASSISTANCE

YEAR ENDED SEPTEMBER 30, 2010

1. The Schedules of Expenditures of Federal Awards and Local and State Financial Assistance are prepared on the accrual basis of accounting.
2. All grants subject to the Florida Single Audit Act are included in the Schedule of State Financial Assistance.
3. The Authority utilized state toll revenue credits received from the Florida Department of Transportation under the following awards to satisfy federal and state matching requirements:

Grant	Award Amount	Toll Revenue Credits Applied during Fiscal 2010
FL-03-0319	\$ 140,983	\$ 11,871
FL-04-0052	5,903,200	447,154
FL-05-0089	168,716	13,627
FL-05-0090	659,416	164,854
FL-90-X411	17,870,785	-
FL-90-X469	21,675,665	-
FL-90-X454	21,329,471	362,479
FL-90-X501	21,062,972	5,114
FL-90-X530	20,736,622	250,696
FL-90-X552	18,146,704	11,823
FL-90-X604	19,380,012	391,154
FL-90-X653	21,038,123	84,320
FL-90-X688	22,317,593	1,099,666
FL-95-X26	22,243,009	1,245,875
FL-95-X001	4,758,525	-
FL-95-X024	5,623,675	476,675
Total	<u>\$ 223,055,471</u>	<u>\$ 4,565,308</u>

4. Contract services presented on the Schedule of Local Financial Assistance include only those services provided to local governmental units.
5. The Authority passed-through JARC and NFP funding in the amount of \$289,966 to various coordination agencies.

**Independent Auditors' Report on Internal Control over
Financial Reporting and on Compliance and Other Matters Based on an
Audit Performed in Accordance with *Government Auditing Standards***

To the Board of Directors of
Central Florida Regional Transportation Authority:

We have audited the financial statements of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), as of and for the year ended September 30, 2010 and 2009, and have issued our report thereon dated March 22, 2011. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

Internal Control over Financial Reporting

In planning and performing our audits, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designated to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

DRAFT

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audits and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors, management, and applicable federal and state agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
March 22, 2011

DRAFT

**Independent Auditors' Report on Compliance with Requirements
That Could Have a Direct and Material Effect on Each Major Federal
Awards Program and State Financial Assistance Project and on Internal
Control Over Compliance in Accordance with OMB Circular A-133 and
Chapter 10.550, *Rules of the Auditor General***

To the Board of Directors
Central Florida Regional Transportation Authority:

Compliance

We have audited the compliance of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement*, and the requirements described in the State of Florida Department of Financial Services' State Projects Compliance Supplement, that are applicable to each of its major federal programs and state financial assistance projects for the year ended September 30, 2010. The Authority's major federal programs and state financial assistance projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs and state financial assistance projects is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General*. Those standards, OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal awards program or state financial assistance project occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Authority's compliance with those requirements.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal awards programs and state financial assistance projects for the year ended September 30, 2010.

DRAFT

Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal awards programs and state financial assistance projects. In planning and performing our audit, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal awards program or state financial assistance project to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state financial assistance project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state financial assistance project will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

This report is intended solely for the information and use of the Board of Directors, management and applicable state and federal agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
March 22, 2011

DRAFT

Schedule of Findings and Questioned Costs –
Federal Awards Programs and State Financial Assistance Projects
for the Year Ended September 30, 2010

Part I - Summary of Auditors' Results

Financial Statement Section

Type of auditors' report issued: Unqualified

Internal control over financial reporting:

Material weakness(es) identified? yes x no

Significant deficiency(ies) identified? yes x none reported

Noncompliance material to financial
statements noted? yes x no

Federal Awards and State Projects Section

Internal control over major programs:

Material weakness(es) identified? yes x no

Significant deficiency(ies) identified? yes x none reported

Type of auditors' report on compliance for
major federal programs and state projects: Unqualified

Any audit findings disclosed that are
required to be reported in accordance with
Circular A-133 and/or Chapter 10.550 yes x no

DRAFT

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX

74

Schedule of Findings and Questioned Costs –
Federal Awards Programs and State Financial Assistance Projects
for the Year Ended September 30, 2010

Part I - Summary of Auditors' Results (continued)

Federal Awards and State Projects Section (continued)

Identification of major federal programs and state projects:

Federal Programs:

<u>Name of Program or Cluster</u>	<u>CFDA Number</u>
Federal Transit Cluster	20.500/507
Formula Grants for Other Than Urbanized Areas	20.509
<u>Transit Services Program Cluster</u>	<u>20.516/521</u>

State Projects:

<u>Name of Project</u>	<u>CSFA Number</u>
Public Transit Block Grant	55.010
<u>Renewable Energy Technologies Grants</u>	<u>37.067</u>

Dollar threshold used to determine Type A programs:

Federal	<u>\$ 1,003,441</u>
State	<u>\$ 384,965</u>

Auditee qualified as low-risk auditee for federal purposes? x yes no

DRAFT

**Schedule of Findings and Questioned Costs –
Federal Awards Programs and State Financial Assistance Projects
for the Year Ended September 30, 2010**

Part II - Schedule of Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

There were no financial statement findings required to be reported in accordance with *Government Auditing Standards*.

Part III - Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major federal programs, as required to be reported by Section 510(a) of OMB Circular A-

There were no findings required to be reported by Section 510(a) of OMB Circular A-133.

Part IV - State Project Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major state projects, as required to be reported by Chapter 10.550, *Rules of the Auditor General - Local Governmental Entity Audits*.

There were no findings required to be reported by Chapter 10.550, *Rules of the Auditor General - Local Governmental Entity Audits*.

DRAFT

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

76

**Schedule of Prior Audit Findings and Corrective Action Plan
Federal Awards Programs and State Financial Assistance Projects
for the year ended September 30, 2010**

Prior Year Audit Findings:

The Authority had no prior year findings related to the testing of its federal awards programs or state financial assistance projects.

Corrective Action Plan:

There were no audit findings in the current year independent auditors' reports that required corrective action.

DRAFT

Independent Auditors' Management Letter

To the Board of Directors
Central Florida Regional Transportation Authority:

We have audited the financial statements of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of and for the year ended September 30, 2010, and have issued our report thereon dated March 22, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters, Independent Auditors' Report on Compliance with Requirements Applicable to each Major Federal Program and State Project and on Internal Control over Compliance, and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated March 22, 2011, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, *Rules of the Auditor General*, which governs the conduct of local government entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding audit report. There were no recommendations made in the preceding audit report.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit of the financial statements of the Authority, the results of our tests did not indicate that the Authority was in noncompliance with Section 218.415 regarding the investment of public funds.

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.

DRAFT

Section 10.554(1)(i)5., *Rules of the Auditor General*, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on the financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we noted a certain item involving the internal control over financial reporting that is included in Appendix A to this management letter. Management's written responses to matters identified in Appendix A have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Section 10.554(1)(i)6., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. Such disclosure is included in the notes to the financial statements.

Section 10.554(1)(i)7.a., *Rules of the Auditor General*, requires a statement be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Section 10.554(1)(i)7.b., *Rules of the Auditor General*, requires that we determine whether the annual financial report for the Authority for the fiscal year ended September 30, 2010, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2010. In connection with our audit, we determined that these two reports were in agreement.

Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Authority members, management, the Florida Auditor General, and federal and state awarding agencies and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
March 22, 2011

DRAFT

LYNX

**Appendix A – Management Letter Comments
for the year ended September 30, 2010****CURRENT YEAR FINDING AND RECOMMENDATION****Federal Transit Administration-Transit Services Program Cluster CFDA # 20.516 (Job Access-Reverse Commute) and 20.521 (New Freedom Program)**

Statement of Condition 2010-1: LYNX did not identify to subrecipients the requirement to register in the Central Contractor Registration and, although agreements established with each subrecipient included information required to substantiate payment, subrecipient agreements did not include notification of federal funding, the Catalog For Domestic Assistance ("CFDA") number or information regarding compliance audit requirements.

Criteria: LYNX is responsible for verifying each subrecipient has a Central Contractor Registration and for providing contracts that specify federal funding, audit requirements and CFDA numbers for each subrecipient.

Cause: JARC and New Freedom Program funding passed through to subrecipients was initially thought to be purchased transportation arrangements, rather than subrecipient funding.

Effect: Subrecipient monitoring was principally provided through substantiation required by contract for payments to be rendered, including monitoring procedures provided by LYNX staff and by an external consultant. However, additional requirements specified above were not provided.

Recommendation: We recommend that Central Contractor Registration information be obtained and that contracts with each subrecipient be amended to include notification of federal funding, the CFDA number and compliance audit requirements.

Management's Response:

LYNX concurs with the aforementioned recommendations and LYNX' staff shall obtain Central Contractor Registration (CCR) information for each subrecipient. LYNX' staff will amend the contract of each subrecipient to include notification of: (1) federal funding, (2) the audit requirements, and (3) the Catalog for Domestic Assistance ("CFDA") number. In addition to the substantial subrecipient monitoring requirements, Management has developed a formal checklist of required policies and procedures to be signed off by the Director of Planning and Development and the Authorized Official of the subrecipient to ensure compliance with all federal regulations. This checklist will be retained in a binder for each subrecipient which contains a cover page, subrecipient contact information, subrecipient contract information, CCR documentation, project activity sheet, and a signed copy of the subrecipient agreement.

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Approve the East/West Locally Preferred Alternative for the LYMMO Downtown Circulator Alternative Analysis and Transmit the Alternative Analysis Documents to the Federal Transit Administration

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the East/West Locally Preferred Alternative for the LYMMO Downtown Circulator Alternative Analysis, transmittal of the Alternative Analysis documentation to the Federal Transit Administration and authorization for staff to submit application to secure the grant funding for the earmark for Preliminary Engineering and Design of the East/West Locally Preferred Alternative for the LYMMO Downtown Circulator.

BACKGROUND:

In April 2010, LYNX, the City of Orlando and PB Americas, Inc. began a system-wide Alternative Analysis for the planned expansion of the LYMMO BRT to include an East/West alignment serving Parramore, the downtown venues and Thornton Park neighborhood as well as a North/South alignment connecting Orlando Health/Downtown South and Florida Hospital/Ivanhoe Village/College Park to the downtown core. Due to the expiration of a \$7.92 million Federal earmark for an East/West LYMMO segment, the project team has split out the East/West alignment from the overall system project for submittal to FTA for a Very Small Starts BRT application for the proposed East/West corridor. In order to access these lapsing funds, LYNX and its partners need to approve a Locally Preferred Alternative (LPA). The City of Orlando Council approved the LPA at their meeting on March 28th. The MetroPlan Orlando Board will also review the LPA and study results at their meeting on April 13, 2011.

PROPOSED NEW EXPANSION:

The Locally Preferred Alternative is proposed as a 3.5 mile route proceeding eastbound on Central Avenue in a one way direction beginning at Westmoreland to Summerlin Avenue, then proceeding south on Summerlin to Church Street and proceeding east to the existing LYMMO fixed guideway, proceeding south to South Street and continuing west to Terry, heading north on Terry to Parramore, running west on Parramore to Westmoreland then north to Central. Staff will review the corridor and other alignments analyzed for the corridor. Staff has reviewed the actions taken by the City at their March 28th Council meeting. The expansion is proposed to serve SunRail, the Amway Center, Dr. Phillips Center for the Performing Arts, the Parramore Neighborhood, Thornton Park Neighborhood, Orange County Administration, and Lake Eola Park.

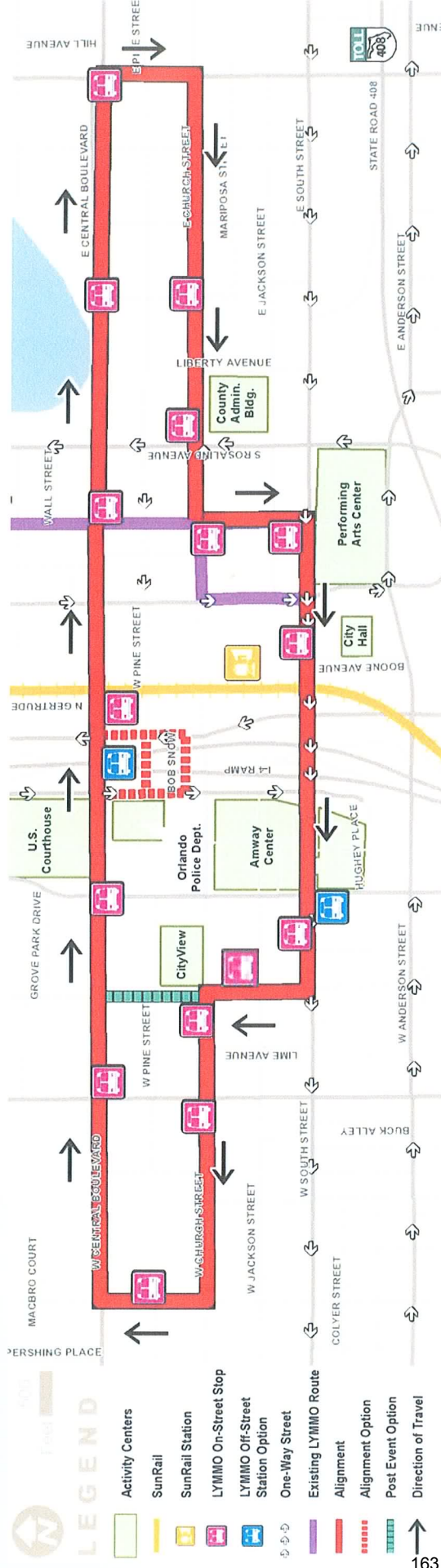
At this time, the City anticipates moving forward with Preliminary Engineering and Design of the corridor but not completing construction of the project. Preliminary estimates for operating costs range from \$755,000 to \$1,007,800 annually, depending on final route configuration. The system is proposed to operate weekday service from 6am to 10pm with 10 minute peak headway and 15 minute off-peak headways. Saturday service would run from 10am to 12am with 15 minute service and Sunday service would run from 10am to 10pm with 15 minute service. Based on the analysis completed by PB Americas, Inc., approximately 5,000 current bus riders in the area could benefit from this service.

FISCAL IMPACT:

Preliminary Engineering and Design is estimated to cost \$1.5 million and will be funded through the existing Federal earmark. There is no anticipated date of construction or operation for the expansion.

Draft Locally Preferred Alternative

East/West Corridor



Characteristics

- 3.52 route miles
- 15 stations
- 10 min. peak/15 min. off-peak and weekend services
- 16 hour service weekdays – 12 to 14 on weekends
- Approx. \$13.6 million capital cost (\$7.3 million construction)
- Approx. \$1 million annual operating cost
- Potential 4,500 daily benefiting riders
- Conditional transit signal priority
- Meets FTA Very Small Starts funding eligibility criteria

Reasons Why?

- Best overall accessibility to study area
- Highest ridership potential
- Ability to implement transit priority with minimal traffic impacts
- Negligible environmental and right-of-way impacts
- Reasonable capital and operating costs
- Eligible for FTA Very Small Starts funding
- General public support

Action Agenda Item #7.D

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Adopt Resolution No. 11-003 in Support of the SunRail Project

Date: 4/7/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Resolution 11-003 in support of the SunRail Project to the region.

BACKGROUND:

LYNX has been asked to join municipal governments throughout the region and other community organizations in support of the SunRail project. It is more critical than ever to provide the traveling public with transportation alternatives to relieve traffic congestion, provide transportation opportunities, providing relief to our much traveled major highway and roads, stimulate economic growth, create new employment options, and serve as a positive growth management catalyst. All the while gasoline prices continue to rise.

RESOLUTION NO. 11-003

**A RESOLUTION OF THE GOVERNING BOARD OF THE
CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY (HEREINAFTER BOARD) d/b/a “LYNX” IN
SUPPORT SUNRAIL, CENTRAL FLORIDA’S FIRST
PASSENGER RAIL PROJECT.**

WHEREAS, alternative forms of transportation must be provided at the local, regional and state level to provide a sustainable future for the State of Florida; and

WHEREAS, travel demand in Central Florida is growing and expected to rapidly increase in the coming decades; and

WHEREAS, there is currently a lack of transportation alternatives for commuters in Orange, Osceola, Seminole, and Volusia Counties in Central Florida;

WHEREAS, following more than a decade of planning, SunRail, Central Florida’s first passenger rail line, was unanimously approved by the governing bodies of Orange, Osceola, Seminole, and Volusia Counties, and the City of Orlando (“Local Government Partners”); and

WHEREAS, the 61.5 mile commuter rail project from Volusia County to Osceola County provides a transportation alternative for 15 percent of the state’s population and direct connections with two of the region’s largest employers; and

WHEREAS, an economic impact analysis of the planned system shows more than \$981 million in commercial business sales and 11,523 jobs tied to construction and operation of the system over the next 30 years; and

WHEREAS, an economic impact analysis of future transit-oriented development plans along the 61.5 mile system shows such development within a half-mile radius of the station stops is expected to directly account for an additional 38,310 permanent jobs in Orange, Osceola, Seminole and Volusia Counties; and

WHEREAS, an economic impact analysis shows a secondary impact, realized when workers spend earnings in the area, is forecasted to exceed \$2.5 billion; and

WHEREAS, implementation of SunRail will result in overall social and environmental benefits, improve the quality of life in the state, stimulate economic growth, create new employment opportunities, and serve as a positive growth management catalyst; and

WHEREAS, SunRail will greatly benefit all of the citizens of and visitors in the region, and is needed in order to relieve traffic congestion in the I-4 corridor.

WHEREAS, it is more critical than ever to provide the traveling public with transportation alternatives as proposed revisions to federal air quality standards put Central Florida at risk of being declared a non-attainment area, which could result in sanctions and loss of federal transportation funding; and

WHEREAS, SunRail serves as the backbone for a larger transit plan for the region and provides a foundation for new passenger rail projects throughout the state's urban areas; and

WHEREAS, SunRail represents a strong partnership between the local, state, and federal governments; and

WHEREAS, financial commitments for SunRail have been made by the Local Government Partners and state funding is contained in the Five-Year Work Program of the Florida Department of Transportation; and

NOW THEREFORE, BE IT RESOLVED by the BOARD that:

Section 1. LYNX supports the design, construction, and implementation of the Commuter Rail Project in the Central Florida area; and

Section 2. LYNX requests the Florida Legislature and Governor continue to work in cooperation with citizens and local governments throughout Central Florida to finalize the project; and

Section 3. LYNX requests Governor Scott to approve releasing the contracts submitted by the Florida Department of Transportation to begin construction of the project and provide much needed jobs in Central Florida.

APPROVED AND ADOPTED this 7th day of April 2011, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Work Session Item #8.A

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)
Christopher Plummer
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Overview of Fiscal Year 2012 Preliminary Operating Budget

Date: 4/7/2011

BACKGROUND:

On January 27, 2011, staff presented a list of budget assumptions and the budget calendar to LYNX' Audit Committee for discussion and input. The FY2012 Preliminary Operating Budget was prepared based on the following key assumptions:

- Orange County proposed a "Status Quo" LYNX funding amount for FY2012
- To create equity, a "status quo" funding level was applied to all local funding partners
- Maintain same level of service throughout the system
- No proposed fare increase in FY2012
- No Administrative or Union salary increases
- No Increase in healthcare rates
- Increase of 25% for fuel prices
- No additional Federal Preventative maintenance funding above the FY09 level
- No ARRA funding

OVERVIEW:

LYNX Board Agenda

The FY2012 Preliminary Operating Budget totals **\$107,150,741** in revenues and **\$116,200,174** in expenses. The Preliminary Operating Budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Again, this preliminary budget does not include a fare increase, additional Preventative maintenance funding, ARRA funding, or utilization of reserves.

Specifically, this budget includes funds from the following sources:

Revenues:

Fund Balance	\$ -
Customer Fares	23,269,789
Contract Services	11,657,758
Advertising on Buses	1,075,000
Advertising – Trade	30,000
Interest & Other Income	526,244
Local	45,166,300
State	10,754,115
Federal	14,671,535

Total Revenues	<u>\$107,150,741</u>
-----------------------	-----------------------------

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

Expenses:

Salaries & Wages & Fringe	\$ 61,150,254
Other Services	8,626,396
Fuel	15,183,795
Materials & Supplies	5,871,777
Utilities	1,336,354
Casualty & Liability	1,418,269
Taxes	414,137
Purchased Transportation	20,895,699
Miscellaneous	711,838
Interest	479,655
Leases	112,000

Total Expenses	<u>\$116,200,174</u>
-----------------------	-----------------------------

Funding Shortfall	<u>\$ (9,049,433)</u>
--------------------------	------------------------------

LYNX Board Agenda

The preliminary funding shortfall would result in a reduction of an additional \$9.0M in the preliminary budget, which may require deep service cuts. A reduction in service of this magnitude would have a significant impact on operations and staffing levels across the entire organization.

LYNX would not be able to support the “Status Quo” local funding levels for FY2012 without considering the following options:

- Additional Operating Budget cuts
- Utilizing additional Preventative Maintenance funding
- Consideration of another fare increase
- Eliminating ADA paratransit service outside of the ¾ mile area
- Changing ADA paratransit service from door-to-door to curb-to-curb
- Utilization of reserves
- Utilization of fuel hedging or fuel stabilization funding
- Implementing additional service efficiencies to reduce operating cost

Another significant impact that needs to be considered is that any service cuts will result in a reduction in our annual federal capital funding allocation. The formula funds we receive are calculated with a formula that uses ridership and service miles as a major part of the formula. A significant reduction in service levels and ridership will create significant reduction in future federal capital dollars.

In addition, this budget assumes that the Disney services will be fully funded by Walt Disney World or some other source. LYNX staff is working diligently with Disney staff to review the service and the funding needs in order to continue the services, if financially feasible.

CONCLUSION:

LYNX’ staff will be seeking direction from the Board to finalize the FY2012 Operating Budget as well as direction on whether or not to apply any or all of the previous options to reduce the \$9,049,433 shortfall. Based on the Board’s direction, the FY2012 budget will be updated as necessary.

In accordance with the FY2012 budget calendar the proposed FY2012 budget will be presented to the funding partners. After which, the FY2012 budget will be presented to the Board of Directors for final consideration and approval.

Monthly Report A: Financial Reports

To: LYNX Board Of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - February 28, 2011

Date: 4/7/2011

Please find attached the monthly financial report for the five months ending February 28, 2011. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the five months ending February 28, 2011 reflect total revenue earned in the amount of \$46,465,051 and total expenses incurred in the amount of \$43,492,155 resulting in a net operating profit of \$2,972,896.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$4,196,755 for the first five months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(1,223,859) for the first five months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 105%. Customer fares are at 115% of the budgeted amount year-to-date, and are 15% above the budget amount for the month of February. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 10.47% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through February 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$217,653, \$22,475, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

Although LYNX is experiencing increases in the price of fuel, we are slightly above the budget as of February 28, 2011 due to less consumption than anticipated. In the month of February,

LYNX paid an average net price of \$2.89 (net) per gallon for diesel fuel and \$2.88 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel fuel price for the month of February 2011 was \$3.26 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. We are currently \$82,121 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of February 28, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher than anticipated trips for the month of February 2011. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of February 28, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.58 (net) per gallon. The national unleaded fuel price for the month of February 2011 was \$2.97 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.31 trips per hour. The FY2011 budget reflects 1.39 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	238,966	\$32.76	\$7,828,687
Budget (rounding)	253,055	\$28.70	\$7,261,703
Excess Trips/Costs	(14,089)	\$ 4.06	\$ 566,584

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF FEBRUARY 2011 AND THE FIVE MONTHS ENDED FEBRUARY 28, 2011
(UNAUDITED)

	Year to Date			Month of February		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 8,909,625	\$ 10,252,777	115%	\$ 1,781,925	\$ 2,046,774	115%
Contract Services:						
Local Financial Assistance	3,502,810	3,594,531	103%	700,562	820,302	117%
Other Contractual Services	4,491,109	4,112,492	92%	898,222	711,180	79%
Advertising	731,250	240,128	33%	146,250	8,249	6%
Other Operating Income	140,360	129,985	93%	28,072	29,051	103%
Total Operating Revenues	<u>17,775,154</u>	<u>18,329,913</u>	103%	<u>3,555,031</u>	<u>3,615,556</u>	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	312,500	312,500	100%	62,500	62,500	100%
State of Florida	3,463,345	3,536,018	102%	692,669	703,437	102%
Local	15,502,440	15,502,435	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	8,992,680	7,244,208	81%	1,798,536	1,618,290	90%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	973,265	1,494,972	154%	194,653	180,828	93%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	62,500	41,039	66%	12,500	7,607	61%
Gain / (Loss) on Sale of Assets	-	3,966	N/A	-	-	N/A
Total Nonoperating Revenues	<u>29,306,730</u>	<u>28,135,138</u>	96%	<u>5,861,346</u>	<u>5,673,149</u>	97%
Total Revenues	<u>47,081,884</u>	<u>46,465,051</u>	99%	<u>9,416,377</u>	<u>9,288,705</u>	99%
OPERATING EXPENSES						
Salaries and Wages	16,440,665	15,621,051	95%	3,288,133	2,929,243	89%
Fringe Benefits	9,084,850	8,527,502	94%	1,816,970	1,415,154	78%
Purchased Transportation Services	7,971,440	8,254,374	104%	1,594,288	1,595,804	100%
Fuel	5,058,885	5,220,242	103%	1,011,777	1,107,456	109%
Other Materials and Supplies	2,374,189	2,168,616	91%	474,838	495,570	104%
Professional Services	1,913,110	573,105	30%	382,622	141,867	37%
Other Services	2,095,145	1,514,510	72%	419,029	383,106	91%
Lease and Miscellaneous Expenses	346,735	233,529	67%	69,347	66,251	96%
Casualty and Liability Insurance	863,860	468,095	54%	172,772	22,983	13%
Utilities	541,910	569,395	105%	108,382	108,679	100%
Taxes and Licenses	191,240	212,850	111%	38,248	35,405	93%
Interest Expense	199,855	128,886	64%	39,971	25,158	63%
Total Operating Expenses	<u>47,081,884</u>	<u>43,492,155</u>	92%	<u>9,416,377</u>	<u>8,326,676</u>	88%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 2,972,896</u>	N/A	<u>\$ -</u>	<u>\$ 962,029</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF FEBRUARY 2011 AND THE FIVE MONTHS ENDED FEBRUARY 28, 2011
(UNAUDITED)

	Year to Date			Month of February		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 8,419,240	\$ 9,684,346	115%	\$ 1,683,848	\$ 1,935,242	115%
Contract Services:						
Local Financial Assistance	3,502,810	3,594,531	103%	700,562	820,302	117%
Other Contractual Services	956,214	855,072	89%	191,243	55,728	29%
Advertising	731,250	240,128	33%	146,250	8,249	6%
Other Income	<u>140,360</u>	<u>129,985</u>	93%	<u>28,072</u>	<u>29,051</u>	103%
Total Operating Revenues	<u>13,749,874</u>	<u>14,504,062</u>	105%	<u>2,749,975</u>	<u>2,848,572</u>	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	312,500	312,500	100%	62,500	62,500	100%
State of Florida	3,463,345	3,536,018	102%	692,669	703,437	102%
Local	12,307,615	12,307,610	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,537,155	6,438,387	85%	1,507,431	1,468,399	97%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	973,265	1,494,972	154%	194,653	180,828	93%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	62,500	41,039	66%	12,500	7,607	61%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>3,966</u>	N/A	<u>-</u>	<u>-</u>	N/A
Total Nonoperating Revenues	<u>24,656,380</u>	<u>24,134,492</u>	98%	<u>4,931,276</u>	<u>4,884,293</u>	99%
Total Revenues	<u>38,406,254</u>	<u>38,638,554</u>	101%	<u>7,681,251</u>	<u>7,732,865</u>	101%
OPERATING EXPENSES						
Salaries and Wages	16,298,820	15,486,018	95%	3,259,764	2,900,364	89%
Fringe Benefits	8,996,755	8,445,691	94%	1,799,351	1,403,464	78%
Purchased Transportation Services	525,570	425,687	81%	105,114	47,540	45%
Fuel	4,344,050	4,426,171	102%	868,810	934,738	108%
Other Materials and Supplies	2,348,354	2,163,224	92%	469,671	495,570	106%
Professional Services	1,773,320	529,839	30%	354,664	127,844	36%
Other Services	2,028,130	1,388,871	68%	405,626	352,904	87%
Lease and Miscellaneous Expenses	340,205	233,354	69%	68,041	66,150	97%
Casualty and Liability Insurance	863,860	468,095	54%	172,772	22,983	13%
Utilities	516,705	552,824	107%	103,341	108,566	105%
Taxes and Licenses	170,630	193,139	113%	34,126	32,234	94%
Interest Expense	<u>199,855</u>	<u>128,886</u>	64%	<u>39,971</u>	<u>25,158</u>	63%
Total Operating Expenses	<u>38,406,254</u>	<u>34,441,799</u>	90%	<u>7,681,251</u>	<u>6,517,515</u>	85%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 4,196,755</u>	N/A	<u>\$ -</u>	<u>\$ 1,215,350</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF FEBRUARY 2011 AND THE FIVE MONTHS ENDED FEBRUARY 28, 2011
(UNAUDITED)

	Year to Date			Month of February		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 490,385	\$ 568,431	116%	\$ 98,077	\$ 111,532	114%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	3,534,895	3,257,420	92%	706,979	655,452	93%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>4,025,280</u>	<u>3,825,851</u>	95%	<u>805,056</u>	<u>766,984</u>	95%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	3,194,825	3,194,825	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,455,525	805,821	55%	291,105	149,891	51%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>4,650,350</u>	<u>4,000,646</u>	86%	<u>930,070</u>	<u>788,856</u>	85%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>8,675,630</u>	<u>7,826,497</u>	90%	<u>1,735,126</u>	<u>1,555,840</u>	90%
OPERATING EXPENSES						
Salaries and Wages	141,845	135,033	95%	28,369	28,879	102%
Fringe Benefits	88,095	81,811	93%	17,619	11,690	66%
Purchased Transportation Services	7,445,870	7,828,687	105%	1,489,174	1,548,264	104%
Fuel	714,835	794,071	111%	142,967	172,718	121%
Other Materials and Supplies	25,835	5,392	21%	5,167	-	0%
Professional Services	139,790	43,266	31%	27,958	14,023	50%
Other Services	67,015	125,639	187%	13,403	30,202	225%
Lease and Miscellaneous Expenses	6,530	175	3%	1,306	101	8%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	25,205	16,571	66%	5,041	113	2%
Taxes and Licenses	20,610	19,711	96%	4,122	3,171	77%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>8,675,630</u>	<u>9,050,356</u>	104%	<u>1,735,126</u>	<u>1,809,161</u>	104%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ (1,223,859)</u>	N/A	<u>\$ -</u>	<u>\$ (253,321)</u>	N/A

Monthly Report B: Financial Reports

To: LYNX Board Of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - January 31, 2011

Date: 4/7/2011

Please find attached the monthly financial report for the four months ending January 31, 2011. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the four months ending January 31, 2011 reflect total revenue earned in the amount of \$37,176,346 and total expenses incurred in the amount of \$35,165,479 resulting in a net operating profit of \$2,010,867.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$2,981,405 for the first four months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(970,538) for the first four months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 106%. Customer fares are at 115% of the budgeted amount year-to-date, and are 12% above the budget amount for the month of January. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 10.47% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through January 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$213,929, \$17,950, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

Although LYNX is experiencing slight increases in the price of fuel, we are on target with the budget as of January 31, 2011 due to less consumption than anticipated. In the month of

January, LYNX paid an average net price of \$2.70 (net) per gallon for diesel fuel and \$2.88 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel fuel price for the month of January 2011 was \$3.06 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. We are currently \$16,193 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation pay than anticipated as of January 31, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher than anticipated trips for the month of January 2011. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of January 31, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.49 (net) per gallon. The national unleaded fuel price for the month of January 2011 was \$2.86 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.31 trips per hour. The FY2011 budget reflects 1.39 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	167,316	\$37.54	\$6,280,423
Budget (rounding)	202,444	\$28.70	\$5,809,363
Excess Trips/Costs	(35,128)	\$ 8.84	\$ 471,060

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JANUARY 2011 AND THE FOUR MONTHS ENDED JANUARY 31, 2011
(UNAUDITED)

	Year to Date			Month of January		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 7,127,700	\$ 8,206,003	115%	\$ 1,781,925	\$ 2,006,345	113%
Contract Services:						
Local Financial Assistance	2,802,248	2,774,229	99%	700,562	718,310	103%
Other Contractual Services	3,592,887	3,401,312	95%	898,222	840,503	94%
Advertising	585,000	231,879	40%	146,250	128,380	88%
Other Operating Income	<u>112,288</u>	<u>100,934</u>	90%	<u>28,072</u>	<u>21,078</u>	75%
Total Operating Revenues	<u>14,220,123</u>	<u>14,714,357</u>	103%	<u>3,555,031</u>	<u>3,714,616</u>	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	250,000	250,000	100%	62,500	62,500	100%
State of Florida	2,770,676	2,832,581	102%	692,669	708,721	102%
Local	12,401,952	12,401,948	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,194,144	5,625,918	78%	1,798,536	1,591,419	88%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	778,612	1,314,144	169%	194,653	320,152	164%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	50,000	33,432	67%	12,500	8,748	70%
Gain / (Loss) on Sale of Assets	<u>-</u>	<u>3,966</u>	N/A	<u>-</u>	<u>-</u>	N/A
Total Nonoperating Revenues	<u>23,445,384</u>	<u>22,461,989</u>	96%	<u>5,861,346</u>	<u>5,792,027</u>	99%
Total Revenues	<u>37,665,507</u>	<u>37,176,346</u>	99%	<u>9,416,377</u>	<u>9,506,643</u>	101%
OPERATING EXPENSES						
Salaries and Wages	13,152,532	12,691,808	96%	3,288,133	3,118,810	95%
Fringe Benefits	7,267,880	7,112,348	98%	1,816,970	2,078,158	114%
Purchased Transportation Services	6,377,152	6,658,570	104%	1,594,288	1,692,586	106%
Fuel	4,047,108	4,112,786	102%	1,011,777	1,095,583	108%
Other Materials and Supplies	1,899,351	1,673,046	88%	474,838	432,123	91%
Professional Services	1,530,488	431,238	28%	382,622	191,177	50%
Other Services	1,676,116	1,131,404	68%	419,029	243,464	58%
Lease and Miscellaneous Expenses	277,388	167,278	60%	69,347	33,595	48%
Casualty and Liability Insurance	691,088	445,112	64%	172,772	19,344	11%
Utilities	433,528	460,716	106%	108,382	119,672	110%
Taxes and Licenses	152,992	177,445	116%	38,248	38,619	101%
Interest Expense	<u>159,884</u>	<u>103,728</u>	65%	<u>39,971</u>	<u>25,602</u>	64%
Total Operating Expenses	<u>37,665,507</u>	<u>35,165,479</u>	93%	<u>9,416,377</u>	<u>9,088,733</u>	97%
OPERATING GAIN / (LOSS)	<u><u>\$ -</u></u>	<u><u>\$ 2,010,867</u></u>	N/A	<u><u>\$ -</u></u>	<u><u>\$ 417,910</u></u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JANUARY 2011 AND THE FOUR MONTHS ENDED JANUARY 31, 2011
(UNAUDITED)

	Year to Date			Month of January		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 6,735,392	\$ 7,749,104	115%	\$ 1,683,848	\$ 1,885,075	112%
Contract Services:						
Local Financial Assistance	2,802,248	2,774,229	99%	700,562	718,310	103%
Other Contractual Services	764,971	799,344	104%	191,243	170,909	89%
Advertising	585,000	231,879	40%	146,250	128,380	88%
Other Income	<u>112,288</u>	<u>100,934</u>	90%	<u>28,072</u>	<u>21,078</u>	75%
Total Operating Revenues	<u>10,999,899</u>	<u>11,655,490</u>	106%	<u>2,749,975</u>	<u>2,923,752</u>	106%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	250,000	250,000	100%	62,500	62,500	100%
State of Florida	2,770,676	2,832,581	102%	692,669	708,721	102%
Local	9,846,092	9,846,088	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	6,029,724	4,969,988	82%	1,507,431	1,427,144	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	778,612	1,314,144	169%	194,653	320,152	164%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	50,000	33,432	67%	12,500	8,748	70%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>3,966</u>	N/A	<u>-</u>	<u>-</u>	N/A
Total Nonoperating Revenues	<u>19,725,104</u>	<u>19,250,199</u>	98%	<u>4,931,276</u>	<u>4,988,787</u>	101%
Total Revenues	<u>30,725,003</u>	<u>30,905,689</u>	101%	<u>7,681,251</u>	<u>7,912,539</u>	103%
OPERATING EXPENSES						
Salaries and Wages	13,039,056	12,585,654	97%	3,259,764	3,097,502	95%
Fringe Benefits	7,197,404	7,042,227	98%	1,799,351	2,057,058	114%
Purchased Transportation Services	420,456	378,147	90%	105,114	111,851	106%
Fuel	3,475,240	3,491,433	100%	868,810	932,279	107%
Other Materials and Supplies	1,878,683	1,667,654	89%	469,671	432,123	92%
Professional Services	1,418,656	401,995	28%	354,664	180,784	51%
Other Services	1,622,504	1,035,967	64%	405,626	243,464	60%
Lease and Miscellaneous Expenses	272,164	167,204	61%	68,041	33,595	49%
Casualty and Liability Insurance	691,088	445,112	64%	172,772	19,344	11%
Utilities	413,364	444,258	107%	103,341	114,971	111%
Taxes and Licenses	136,504	160,905	118%	34,126	35,546	104%
Interest Expense	<u>159,884</u>	<u>103,728</u>	65%	<u>39,971</u>	<u>25,602</u>	64%
Total Operating Expenses	<u>30,725,003</u>	<u>27,924,284</u>	91%	<u>7,681,251</u>	<u>7,284,119</u>	95%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 2,981,405</u>	N/A	<u>\$ -</u>	<u>\$ 628,420</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JANUARY 2011 AND THE FOUR MONTHS ENDED JANUARY 31, 2011
(UNAUDITED)

	Year to Date			Month of January		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 392,308	\$ 456,899	116%	\$ 98,077	\$ 121,270	124%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	2,827,916	2,601,968	92%	706,979	669,594	95%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>3,220,224</u>	<u>3,058,867</u>	95%	<u>805,056</u>	<u>790,864</u>	98%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	2,555,860	2,555,860	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,164,420	655,930	0%	291,105	164,275	0%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>3,720,280</u>	<u>3,211,790</u>	86%	<u>930,070</u>	<u>803,240</u>	86%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>6,940,504</u>	<u>6,270,657</u>	90%	<u>1,735,126</u>	<u>1,594,104</u>	92%
OPERATING EXPENSES						
Salaries and Wages	113,476	106,154	94%	28,369	21,308	75%
Fringe Benefits	70,476	70,121	99%	17,619	21,100	120%
Purchased Transportation Services	5,956,696	6,280,423	105%	1,489,174	1,580,735	106%
Fuel	571,868	621,353	109%	142,967	163,304	114%
Other Materials and Supplies	20,668	5,392	26%	5,167	-	0%
Professional Services	111,832	29,243	26%	27,958	10,393	37%
Other Services	53,612	95,437	178%	13,403	-	0%
Lease and Miscellaneous Expenses	5,224	74	1%	1,306	-	0%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	20,164	16,458	82%	5,041	4,701	93%
Taxes and Licenses	16,488	16,540	100%	4,122	3,073	75%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>6,940,504</u>	<u>7,241,195</u>	104%	<u>1,735,126</u>	<u>1,804,614</u>	104%
OPERATING GAIN / (LOSS)	\$ <u>-</u>	\$ <u>(970,538)</u>	N/A	\$ <u>-</u>	\$ <u>(210,510)</u>	#DIV/0!

Monthly Report C: Financial Reports

To: LYNX Board Of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - December 31, 2010

Date: 4/7/2011

Please find attached the monthly financial report for the three months ending December 31, 2010. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the three months ending December 31, 2010 reflect total revenue earned in the amount of \$27,669,703 and total expenses incurred in the amount of \$26,076,746 resulting in a net operating profit of \$1,592,957.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$2,352,985 for the first three months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(760,028) for the first three months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 106%. Customer fares are at 116% of the budgeted amount year-to-date, and are 22% above the budget amount for the month of December. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 9.6% year-over-year for the month.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through December 2010 for advertising on buses, shelters, and in-kind (trade) transactions are \$90,074, \$13,425, and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

Although LYNX is experiencing slight increases in the price of fuel, we are slightly below the budget as of December 31, 2010 due to less consumption than anticipated. In the month of December, LYNX paid an average net price of \$2.55 (net) per gallon for diesel fuel and \$2.70

(net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel fuel price for the month of December 2010 was \$2.92 (net), which is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. We are currently \$47,276 under budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated for the month. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher than anticipated trips for the month of December 2010. Although the price of unleaded fuel for the month is on target with the budget, the use of unleaded fuel is higher than anticipated as of December 31, 2010 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.40 (net) per gallon. The national unleaded fuel price for the month of December 2010 was \$2.76 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.35 trips per hour. The FY2011 budget reflects 1.39 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	145,175	\$32.37	\$4,699,688
Budget (rounding)	151,833	\$28.70	\$4,357,023
Excess Trips/Costs	(6,658)	\$ 3.67	\$ 342,665

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF DECEMBER 2010 AND THE THREE MONTHS ENDED DECEMBER 31, 2010
(UNAUDITED)

	Year to Date			Month of December		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 5,345,775	\$ 6,199,658	116%	\$ 1,781,925	\$ 2,166,273	122%
Contract Services:						
Local Financial Assistance	2,101,686	2,055,919	98%	700,562	699,587	100%
Other Contractual Services	2,694,665	2,560,809	95%	898,222	850,283	95%
Advertising	438,750	103,499	24%	146,250	35,003	24%
Other Operating Income	<u>84,216</u>	<u>79,856</u>	95%	<u>28,072</u>	<u>22,958</u>	82%
Total Operating Revenues	<u>10,665,092</u>	<u>10,999,741</u>	103%	<u>3,555,031</u>	<u>3,774,104</u>	106%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	187,500	187,500	100%	62,500	62,500	100%
State of Florida	2,078,007	2,123,860	102%	692,669	708,092	102%
Local	9,301,464	9,301,461	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	5,395,608	4,034,499	75%	1,798,536	1,478,235	82%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	583,959	993,992	170%	194,653	318,243	163%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	37,500	24,684	66%	12,500	9,403	75%
Gain / (Loss) on Sale of Assets	<u>-</u>	<u>3,966</u>	N/A	<u>-</u>	<u>-</u>	N/A
Total Nonoperating Revenues	<u>17,584,038</u>	<u>16,669,962</u>	95%	<u>5,861,346</u>	<u>5,676,960</u>	97%
Total Revenues	<u>28,249,130</u>	<u>27,669,703</u>	98%	<u>9,416,377</u>	<u>9,451,064</u>	100%
OPERATING EXPENSES						
Salaries and Wages	9,864,399	9,572,998	97%	3,288,133	3,173,212	97%
Fringe Benefits	5,450,910	5,034,190	92%	1,816,970	1,959,841	108%
Purchased Transportation Services	4,782,864	4,965,984	104%	1,594,288	1,628,805	102%
Fuel	3,035,331	3,017,203	99%	1,011,777	982,890	97%
Other Materials and Supplies	1,424,513	1,240,923	87%	474,838	411,321	87%
Professional Services	1,147,866	240,061	21%	382,622	133,887	35%
Other Services	1,257,087	887,940	71%	419,029	334,256	80%
Lease and Miscellaneous Expenses	208,041	133,683	64%	69,347	39,011	56%
Casualty and Liability Insurance	518,316	425,768	82%	172,772	245,901	142%
Utilities	325,146	341,044	105%	108,382	97,375	90%
Taxes and Licenses	114,744	138,826	121%	38,248	30,933	81%
Interest Expense	<u>119,913</u>	<u>78,126</u>	65%	<u>39,971</u>	<u>25,602</u>	64%
Total Operating Expenses	<u>28,249,130</u>	<u>26,076,746</u>	92%	<u>9,416,377</u>	<u>9,063,034</u>	96%
OPERATING GAIN / (LOSS)	<u><u>\$ -</u></u>	<u><u>\$ 1,592,957</u></u>	N/A	<u><u>\$ -</u></u>	<u><u>\$ 388,030</u></u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF DECEMBER 2010 AND THE THREE MONTHS ENDED DECEMBER 31, 2010
(UNAUDITED)

	Year to Date			Month of December		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 5,051,544	\$ 5,864,029	116%	\$ 1,683,848	\$ 2,051,868	122%
Contract Services:						
Local Financial Assistance	2,101,686	2,055,919	98%	700,562	699,587	100%
Other Contractual Services	573,728	628,435	110%	191,243	207,822	109%
Advertising	438,750	103,499	24%	146,250	35,003	24%
Other Income	<u>84,216</u>	<u>79,856</u>	95%	<u>28,072</u>	<u>22,958</u>	82%
Total Operating Revenues	<u>8,249,924</u>	<u>8,731,738</u>	106%	<u>2,749,975</u>	<u>3,017,238</u>	110%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	187,500	187,500	100%	62,500	62,500	100%
State of Florida	2,078,007	2,123,860	102%	692,669	708,092	102%
Local	7,384,569	7,384,566	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	4,522,293	3,542,844	78%	1,507,431	1,315,124	87%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	583,959	993,992	170%	194,653	318,243	163%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	37,500	24,684	66%	12,500	9,403	75%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>3,966</u>	N/A	<u>-</u>	<u>-</u>	0%
Total Nonoperating Revenues	<u>14,793,828</u>	<u>14,261,412</u>	96%	<u>4,931,276</u>	<u>4,874,884</u>	99%
Total Revenues	<u>23,043,752</u>	<u>22,993,150</u>	100%	<u>7,681,251</u>	<u>7,892,122</u>	103%
OPERATING EXPENSES						
Salaries and Wages	9,779,292	9,488,152	97%	3,259,764	3,147,347	97%
Fringe Benefits	5,398,053	4,985,169	92%	1,799,351	1,942,946	108%
Purchased Transportation Services	315,342	266,296	84%	105,114	92,920	88%
Fuel	2,606,430	2,559,154	98%	868,810	828,828	95%
Other Materials and Supplies	1,409,012	1,235,531	88%	469,671	411,104	88%
Professional Services	1,063,992	221,211	21%	354,664	124,253	35%
Other Services	1,216,878	792,503	65%	405,626	299,224	74%
Lease and Miscellaneous Expenses	204,123	133,609	65%	68,041	39,011	57%
Casualty and Liability Insurance	518,316	425,768	82%	172,772	245,901	142%
Utilities	310,023	329,287	106%	103,341	97,294	94%
Taxes and Licenses	102,378	125,359	122%	34,126	26,679	78%
Interest Expense	<u>119,913</u>	<u>78,126</u>	65%	<u>39,971</u>	<u>25,602</u>	64%
Total Operating Expenses	<u>23,043,752</u>	<u>20,640,165</u>	90%	<u>7,681,251</u>	<u>7,281,109</u>	95%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 2,352,985</u>	N/A	<u>\$ -</u>	<u>\$ 611,013</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF DECEMBER 2010 AND THE THREE MONTHS ENDED DECEMBER 31, 2010
(UNAUDITED)

	Year to Date			Month of December		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 294,231	\$ 335,629	114%	\$ 98,077	\$ 114,405	117%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	2,120,937	1,932,374	91%	706,979	642,461	91%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>2,415,168</u>	<u>2,268,003</u>	94%	<u>805,056</u>	<u>756,866</u>	94%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	1,916,895	1,916,895	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	873,315	491,655	56%	291,105	163,111	56%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>2,790,210</u>	<u>2,408,550</u>	86%	<u>930,070</u>	<u>802,076</u>	86%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>5,205,378</u>	<u>4,676,553</u>	90%	<u>1,735,126</u>	<u>1,558,942</u>	90%
OPERATING EXPENSES						
Salaries and Wages	85,107	84,846	100%	28,369	25,865	91%
Fringe Benefits	52,857	49,021	93%	17,619	16,895	96%
Purchased Transportation Services	4,467,522	4,699,688	105%	1,489,174	1,535,885	103%
Fuel	428,901	458,049	107%	142,967	154,062	108%
Other Materials and Supplies	15,501	5,392	35%	5,167	217	4%
Professional Services	83,874	18,850	22%	27,958	9,634	34%
Other Services	40,209	95,437	237%	13,403	35,032	261%
Lease and Miscellaneous Expenses	3,918	74	2%	1,306	-	0%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	15,123	11,757	78%	5,041	81	2%
Taxes and Licenses	12,366	13,467	109%	4,122	4,254	103%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>5,205,378</u>	<u>5,436,581</u>	104%	<u>1,735,126</u>	<u>1,781,925</u>	103%
OPERATING GAIN / (LOSS)	<u>\$ 0</u>	<u>\$ (760,028)</u>	N/A	<u>\$ 0</u>	<u>\$ (222,983)</u>	N/A

Monthly Report D: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board Of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: LYNX American Recovery And Reinvestment Act (ARRA) Status Report - February 2011

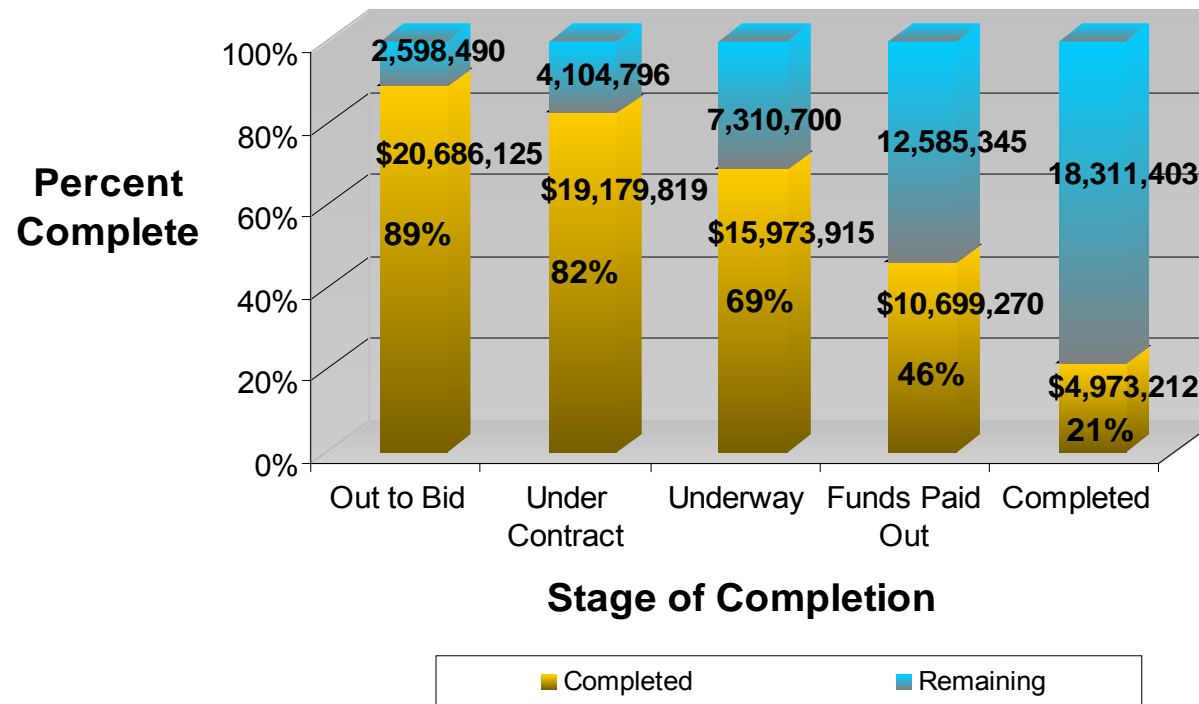
Work being completed as part of the American Recovery and Reinvestment Act (ARRA) is well underway. As of February 28, 2011, LYNX has encumbered \$18,214,103 million, or 58% of the \$31.5 million awarded. A total of \$15,120,141 million, or 48%, of the work has been completed and paid out. Individual projects funded by ARRA include adding shelters throughout the service area, procuring hybrid buses for the LYMMO service and new Paratransit vehicles, along with upgrading our facilities to include brake testing, generators and a new paint booth at the LYNX Operations Center (LOC), among others.

The LOC Parking Lot Addition work has now been completed. The LOC Emergency Generators/Paint Booth/Building Upgrades project is progressing and is currently ahead of schedule. Forty-eight of the forty-nine additional Paratransit vehicles have been delivered. The upgrade of energy-efficient lighting project at LCS has been issued for bids and the bids are due on April 15, 2011. Bus passenger shelters are continuously being manufactured and installed. A complete list of projects and their individual status can be found on the Table below.

The table and chart below show, on a cumulative basis, the status and stage of completion of each specific ARRA project as of February 28, 2011. The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed. Also included is the amount of ARRA funds paid out to date, number of jobs created/retained and the associated hours worked and payroll (see Table of LYNX' Project Status).

LYNX Progress Chart and Table for ARRA projects as of February 28, 2011:

Recovery Act Funds Associated With Projects (\$23,284,615)





LYNX AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) TRANSPORTATION & INFRASTRUCTURE COMMITTEE REPORT DATA REPORTED THROUGH February 28, 2011



PROJECT	Recovery Act Funds Allocated	Recovery Act Funds Obligated	Recovery Act Funds Paid Out	Number of Projects Paid Out to Bid	Funds Associated with Projects Paid Out to Bid	Number of Projects Under Contract	Funds Associated with Projects Under Contract	Number of Projects in which Work Has Begun	Funds Associated with Projects in which Work Has Begun	Number of Completed Projects	Funds Associated with Completed Projects	Direct, One-Project Jobs Created or Sustained	Total Job Hours Created or Sustained	Total Payroll of Job Hours Created or Sustained
Emergency Generators	872,770	113,160	25,347	1	872,770	1	522,608	1	522,608	-	-	34	574	24,731
Roller Brake Dynamometer	175,000	92,745	92,745	1	175,000	1	92,745	1	92,745	1	92,745	1	417	12,295
Paint Booth	225,523	63,340	48,356	1	225,523	1	381,000	1	381,000	-	-	-	-	-
Parking Lot Improvements- LOC	400,000	111,347	91,014	1	400,000	1	428,209	1	428,209	-	-	29	632	28,451
Elec/Mech Improvements	259,764	320,532	320,532	1	259,764	1	-	1	-	-	-	53	4,027	64,549
Bus Shelters (Counties & City)	7,857,651	4,854,001	3,042,138	1	7,857,650	1	7,854,606	1	4,854,001	-	-	387	28,329	708,518
Fare Payment System Upgrade	937,710	-	-	-	-	-	-	-	-	-	-	-	-	-
Bus Surveillance/Cameras	1,545,340	-	-	1	1,545,340	1	1,477,835	1	1,477,835	-	-	-	-	-
Kissimmee Transfer Ctr Design	200,000	-	-	1	200,000	1	200,000	-	-	-	-	-	-	-
Rosemont Transfer Center	416,083	8,327	4,262	1	8,327	1	8,327	1	8,327	-	-	6	71	2,287
West Oaks Transfer Center	416,083	15,987	9,831	1	15,987	1	15,987	1	15,987	-	-	-	-	-
Sanford Transfer Center	416,083	12,156	5,184	1	12,156	1	12,156	1	12,156	-	-	-	-	-
Integrate CCTV System	449,000	-	-	-	-	-	-	-	-	-	-	-	-	-
LYMMD Buses	3,000,000	4,608,617	4,590,437	1	3,000,000	1	4,613,917	1	4,608,617	1	4,608,617	4	8,000	520,496
Circulator Vehicles	451,608	-	-	1	451,608	-	-	-	-	-	-	-	-	-
Paratransit Vehicles	3,220,000	3,286,208	2,197,125	1	3,220,000	1	3,286,208	1	3,286,208	-	-	58	32,160	459,800
Energy Eff Lighting Upgrade	125,000	10,272	448	1	125,000	1	10,272	1	10,272	-	-	9	18	2,040
Energy Eff/Sec Window Film	192,000	151,711	147,612	1	192,000	1	151,711	1	151,711	1	147,612	4	200	15,150
Duct Disinfecting System	125,000	124,238	124,238	1	125,000	1	124,238	1	124,238	1	124,238	-	-	-
LYNX PROJECTS	23,284,613	13,772,641	10,699,271	17	20,686,125	16	19,178,819	15	15,973,915	4	4,973,212	565	74,627	1,836,317
Urban Preventative Maint	4,890,000	2,037,500	2,037,500	1	4,890,000	1	2,037,500	1	2,037,500	-	-	118	108,077	2,417,783
Urban Cap Cost of Contracting	1,000,000	222,222	222,222	1	1,000,000	1	222,222	1	222,222	-	-	-	-	-
Project Administration	400,000	230,469	209,878	1	400,000	1	230,469	1	230,469	-	-	5	6,175	208,782
SUBTOTAL Urban Grant	28,574,613	16,262,833	13,168,871	20	26,976,125	19	21,670,011	18	18,464,106	4	4,973,212	708	188,879	4,464,882
Rural Preventative Maint	534,468	-	1,931,270	-	-	-	-	-	-	-	-	55	91,946	1,931,270
Rural Cap Cost of Contracting	1,416,802	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL Rural Grant	1,951,270	-	1,931,270	-	-	-	-	-	-	-	-	55	91,946	1,931,270
TOTALS	31,525,883	16,262,833	15,120,141	20	26,976,125	19	21,670,011	18	18,464,106	4	4,973,212	763	280,825	6,416,152

Monthly Report E: Planning and Development Report

To: LYNX Board Of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Planning and Development Report

Date: 4/7/2011

Intelligent Transportation Systems (ITS)

Forty (40) interviews have been conducted with staff throughout LYNX to begin the update the *LYNX ITS Strategic Plan*. Each Division and Department was interviewed to document the current state of LYNX ITS, to determine the needs that can be met through technology solutions, and to set the foundation for technology investments to advance LYNX ITS to where it needs to be to support future needs. The focus of the plan will be on meeting the needs of LYNX and its customers by improving information dissemination, efficiencies, and effectiveness of providing LYNX services. The plan also examines the phasing of projects, the estimated costs, life expectancy and replace schedule, compliance with Federal rules, and potential funding sources.

MORETMCC

Internet access to the scheduling system for Access LYNX customers, called AccessWEB, has been developed and delivered to LYNX for phased rollout to ACCESSLYNX customers. This application will provide the option for customers to reserve, cancel, or make limited changes to their trips. Customers using this option will not have to call a customer service representative, which will also benefit those who do choose to call by having shorter call hold times due to the reduced number of calls. Final system testing by LYNX staff in March 2010 will be followed by a phased roll-out to ACCESSLYNX customers. This allows LYNX to determine if there are any unidentified issues by working with a smaller group of customers, and then adding additional customers in groups to assist in training and support.

Shelters

The last Board report provided a detailed breakdown by jurisdiction of the status of shelters (ARRA and Non-ARRA) to date.

Key milestones have been reached as part of ARRA since the last board meeting:

LYNX Board Agenda

-All 150 of the shelters for the City of Orlando to be installed under ARRA have been permitted or submitted for permitting. Work orders have been issued for installation for those that have completed permitting. The remaining should be fully permitted by the time of the Board meeting.

-In total, LYNX has issued work orders for the installation of 260 of the 300 ARRA funded shelters.

-The 300th shelter has been ordered.

In addition, LYNX has been maintaining the installation of shelters as part of the FY allocation. Key milestones:

-Completion of specialty shelters for Sea World

-Completion of specialty shelters and benches for Walt Disney World

-Installation since January of 2010 a total of 56 FY-funded shelters, with another 30 in permitting or the process of installation by the April Board meeting.

Roadway Review

Orange County – Orange Blossom Trail from just south of I-4 to just north of the Beach Line. FDOT conducted a planning workshop with key stakeholders, including LYNX, to address mobility concerns within the corridor which is currently planned for safety improvements to include medians. The three day workshop included a field visit, issue identification, brainstorming of solutions, and a vetting of proposed solutions to include short, middle and long term proposals for the corridor. Some solutions proposed include the implementation of Transit Signal Priority, Queue Jump lanes at key intersections, re-routing of Link 4 through the Florida Mall to reduce delays and shelter improvements. The group will reconvene March 28th and 29th to review the proposals and make recommendations for implementation.

Seminole County – SR 15/600 (US 17/92) from Shepard Road to Lake Mary Boulevard.

LYNX staff reviewed the final plans for Phase III of this project and made comments related to bus stop locations and ADA improvements.

Orange County – SR 50 Add Lanes and Reconstruct from Lake Lotta to Good Homes Road.

LYNX staff is reviewing the final plans for Phase III of this project. Previous coordination included bus stop relocations needed to accommodate the construction as well as ADA improvements along the corridor.

Orange County – Fairbanks Avenue (SR 426) Enhancements from I-4 to US 17/92

LYNX staff has coordinated with FDOT project manager and consultants regarding bus stop locations and ADA accessibility within the corridor. Several bus stops have been consolidated or relocated based on the enhancements being made to the corridor. These plans are 90% Complete.

Osceola County – SR 500 (US 192) from Aeronautical Drive to Buddinger Avenue.

LYNX staff has reviewed the plans for this segment of US 192 in Osceola County. Issues addressed are roadway configuration in relation to LYNX stops, existing operational movements, pedestrian safety and ADA accessibility within the corridor. This project is at the final plans review stage (Phase III).

Orange County Roadway Resurfacing and Reconstruction (3-R) Projects

FDOT has requested LYNX review of several 3-R projects within Orange County in the pre-design phase. LYNX is coordinating with FDOT and providing comments in advance of any stakeholder meetings proposed in the coming months. Roadways to be reviewed are Epcot Center /World Drive, Colonial Drive from Avalon Park Blvd to just east of the Brevard County Line and I-4 from SR 536 to SR 528/Beach Line.

Geography Network

Version 2 of LYNX Map and LYNX Map for Planners is in production. LYNX GIS staff is working with the developers on additional functions such as generating custom reports by geographic boundary.

GIS

LYNX GIS desktop software was upgraded to the newly released version, ArcGIS10. GIS and IT staff also completed the upgrade of the Transit Boarding Estimation and Simulation Tool (TBEST) software. The new network conversion tool was used to bring the December 2010 bid data from the Trapeze scheduling system to the TBEST database. TBEST will be used for projecting the impact of proposed route and schedule changes in April and August 2011.

GIS and IT staff and Trapeze Group are updating the street base map information for the fixed route scheduling system – Trapeze FX. The new base layers have a new data source, as part of the state DOT's Unified Map Program, providing free access to state-wide base map data from NavTeq.

LYNX GIS users learned about the 2010 Census data release schedules and changes that are taking place at Census website. The ArcGIS 10 desktop software changes were also presented to the users and to prepare them for the version upgrade that took place later in the month.

Monthly Report F: Communications Report**To: LYNX Board Of Directors**

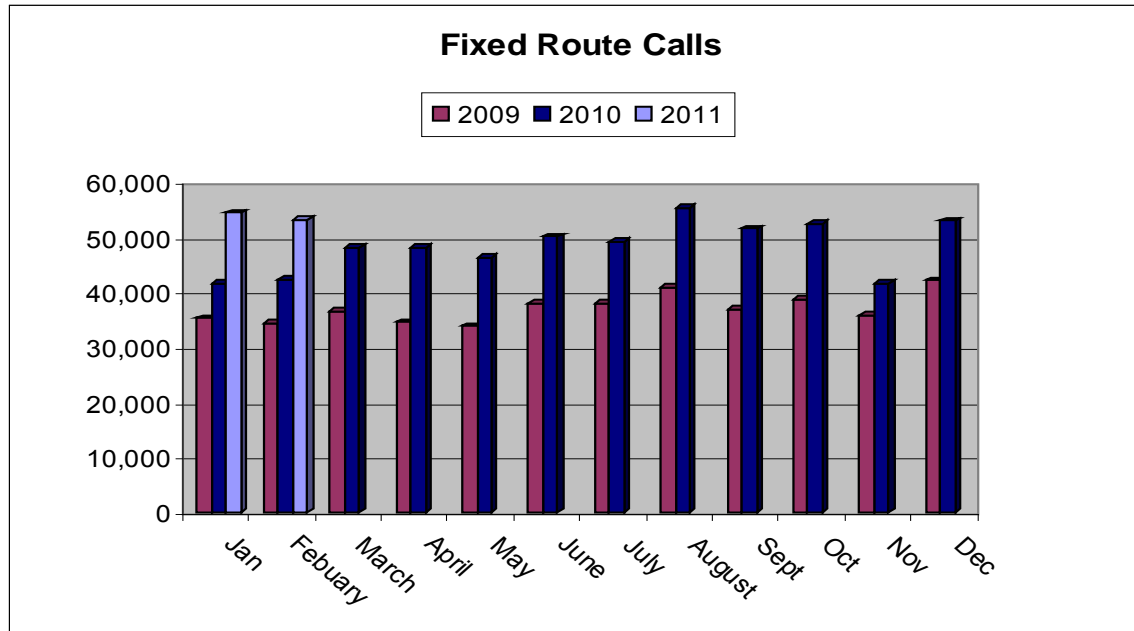
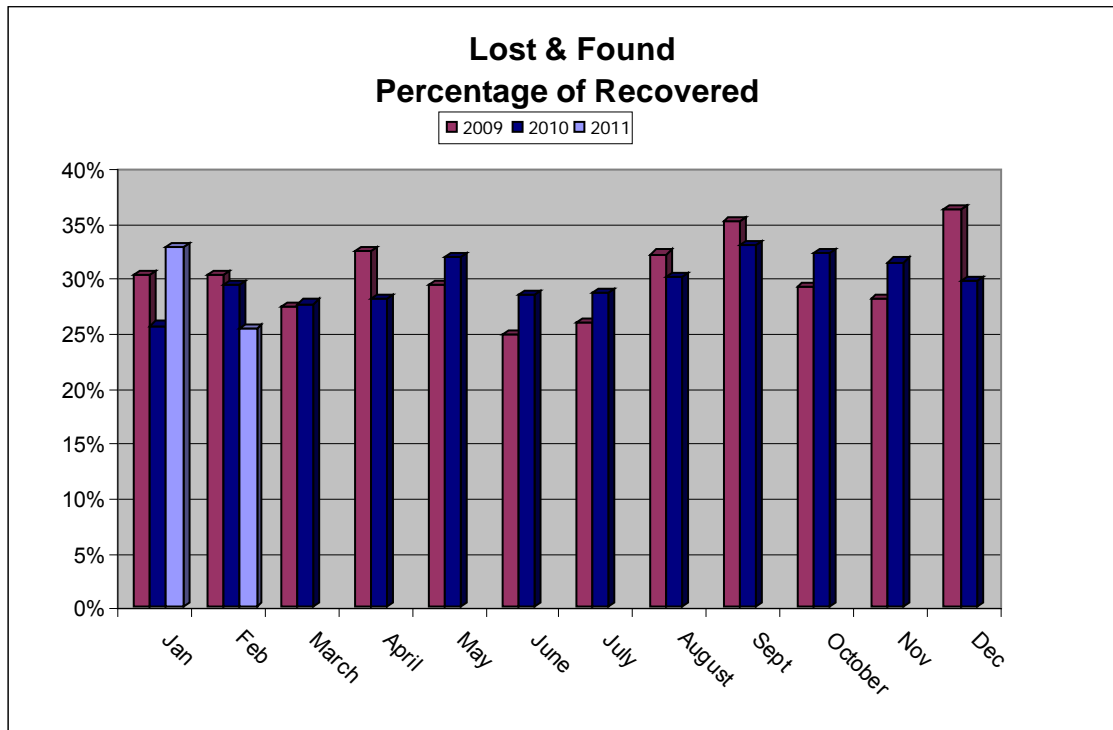
From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Maria Colon
(Technical Contact)
William Fay
(Technical Contact)
Matthew Friedman
(Technical Contact)

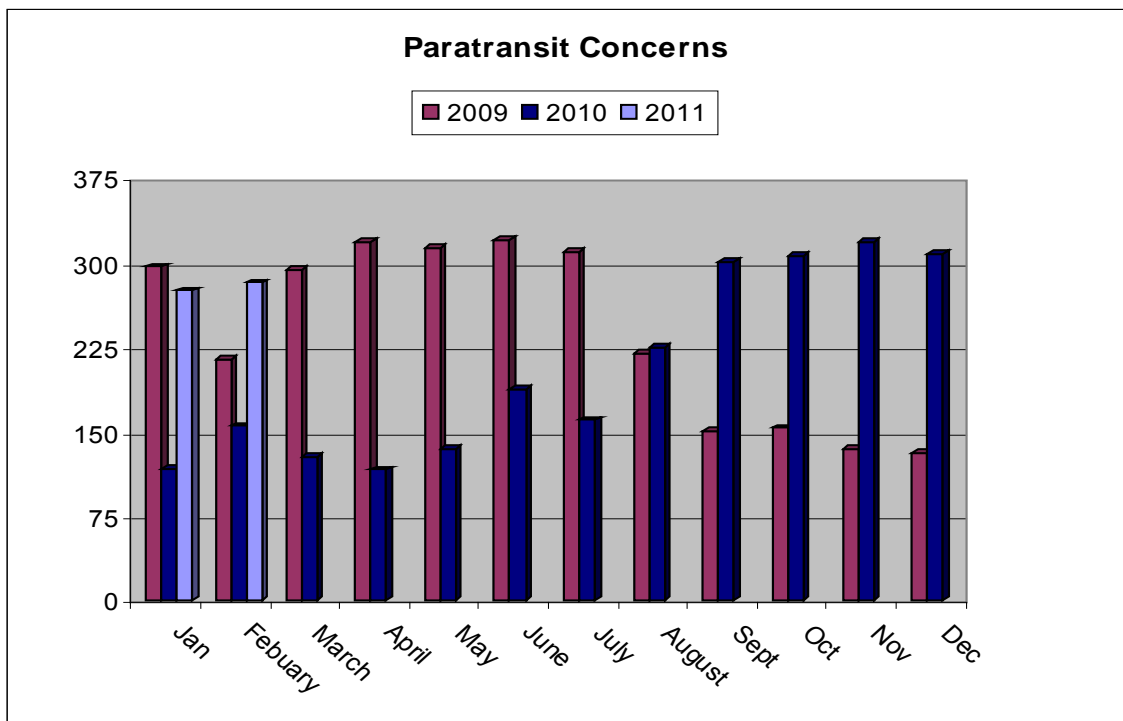
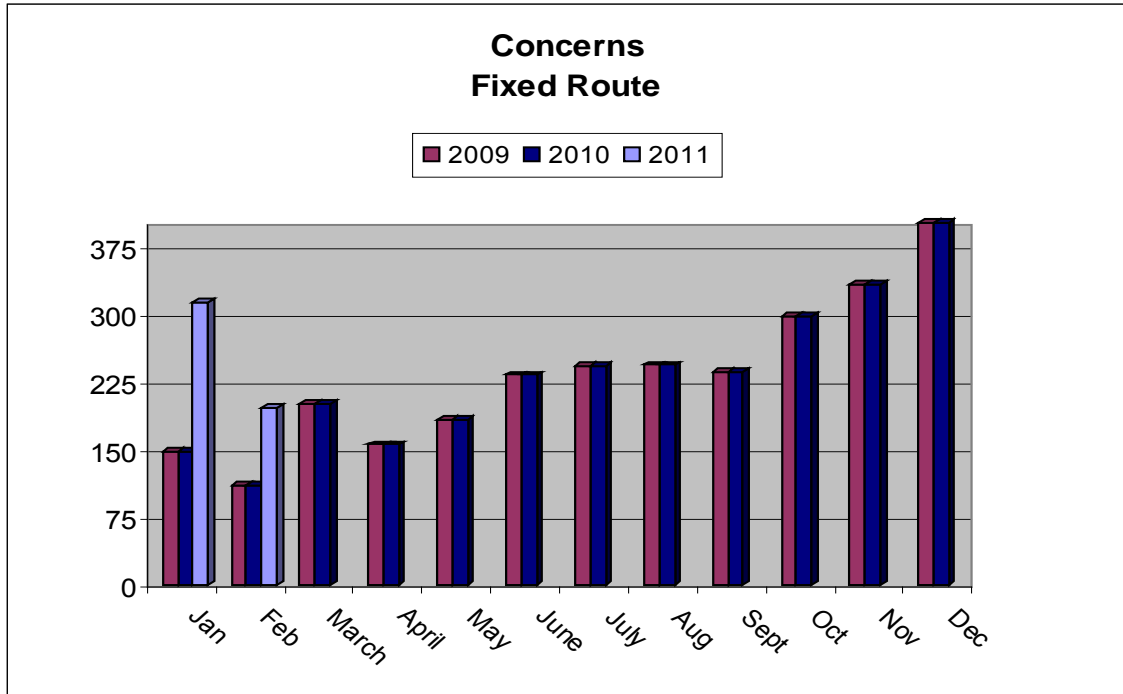
Phone: 407.841.2279 ext: 6058**Item Name: Communications Report****Date: 4/7/2011**

Media Relations: March – April 2011

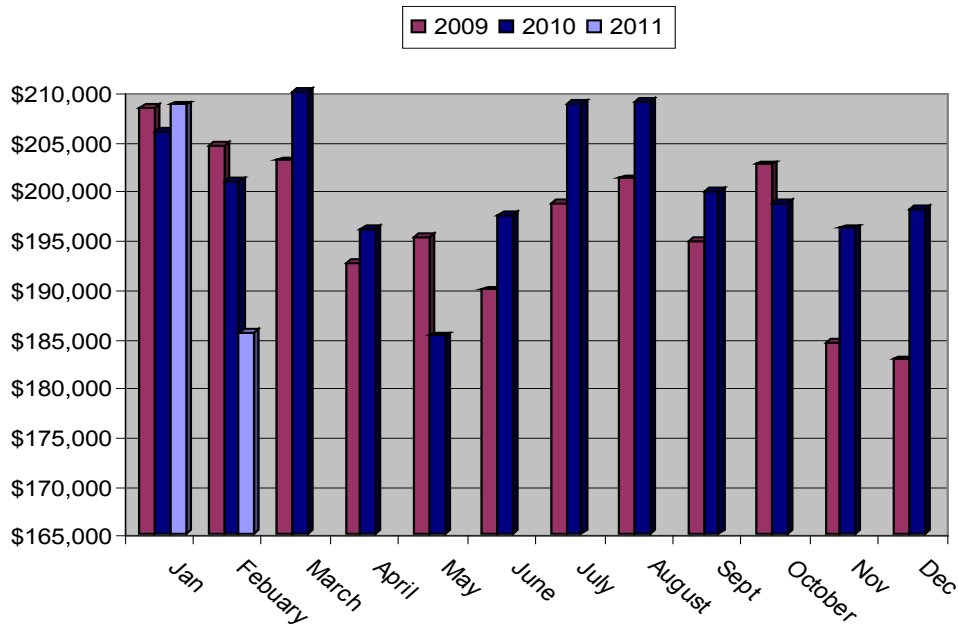
March 3...Orlando Business Journal inquiry on the Kissimmee Intermodal Center.
March 3...WFTV-TV/Channel 9 called about Rep. Mica Miami Intermodal Center event.
March 6...Orlando Sentinel editorial mention on dedicated funding option.
March 7...WESH-TV/Channel 2 ride with Road Rangers providing gas as prices rise.
March 8...Orlando Sentinel interview with John Lewis on story how a federal funding cut would impact LYNX.
March 10...Orlando Sentinel mention on women hit by car running for bus.
March 15...Sent release on LYMMO study.
March 18...Sent local Roadeo press release.
March 22...Orlando Sentinel blurb on public service bus.
March 23...Central Florida News 13-TV took video of VIPR event.
March 24...Sent press release for Osceola Satellite Facility grand opening.
March 29...Sent press release for March/April time change.
April 4...Sent press release for Public Service Bus unveiling.

Customer Service

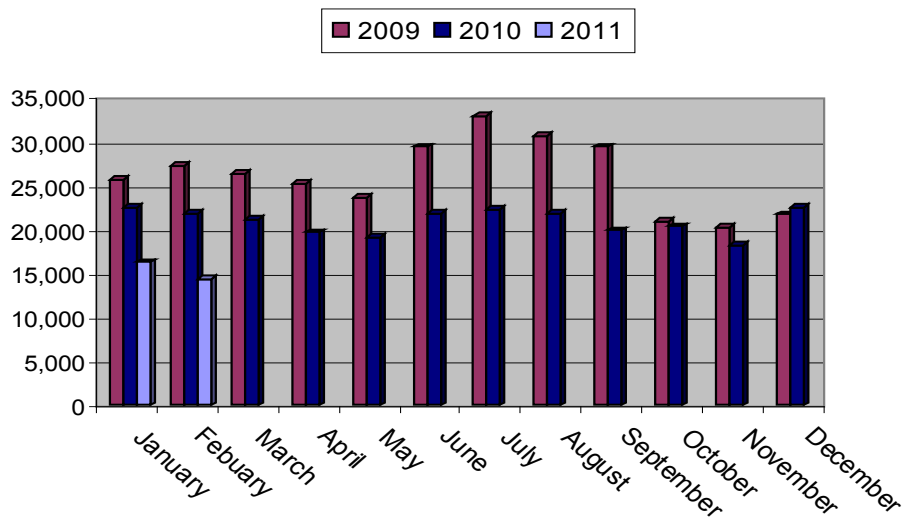


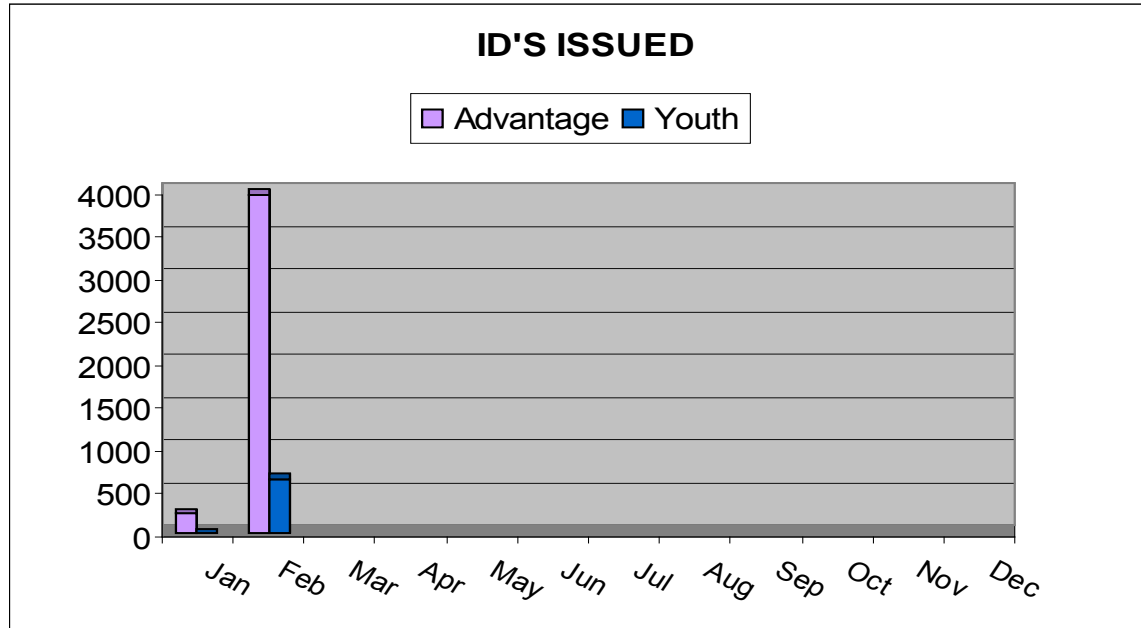


Fare Media Sales at LCS



Customers Served at LCS





Monthly Report G: Government Relations Report**To: LYNX Board Of Directors****From: James McLawhorn**
CHIEF GOVT AFFAIRS OFFICER**Phone: 407.841.2279 ext: 6064****Item Name: Government Relations Report****Date: 4/7/2011**

The recent news regarding transportation in Florida was Governor Scott's decision to not accept Federal dollars for the High Speed Rail (HSR) System. The Governor has rejected the HSR twice and the U.S. Department of Transportation extended the deadline three times to allow the Governor to reconsider. During those times, an attempt was made to develop a mechanism to run the train without placing any liability on the State either for construction cost overruns or for operations subsidies. However, after several attempts to fashion a plan that would re-assure the Governor, he turned it down again last Friday, March 4. In the near future, the U.S. Secretary of Transportation will transfer the money to other projects in other States.

The next question that arises is the potential future for SunRail. The Full Funding Grant Agreement between Florida DOT and the Federal Transit Administration has not been completed. There is money for SunRail in the President's Fiscal Year 2012 budget. There is also money for SunRail in the Governor's budget. Most of the state legislative authorities for SunRail are in place.

However, at State level, several contracts for SunRail, valued at a million dollars plus, are being reviewed by the Governor Scott. His objections to HSR - - state liability, potential ridership might not materialize which would leave the State to subsidize operations - - also exist with SunRail.

Fiscal Year 2011 Budget

Congress is still working on the federal Fiscal Year 2011 budget. The federal fiscal year starts on October 1, so the FY2011 budget is already running into its sixth month. The federal government has been operating under a series of Continuing Resolutions which keep the government agencies running at last year's levels.

In February the House Republicans started to work on legislation to fund the government for the rest of the fiscal year. The bill included \$61 billion in cuts, from a wide number of programs, including some from the Department of Transportation. The President has said that the cuts are too deep and that he will veto any bill that includes all the cuts. The Senate Democrats have also announced that they find the House Republican cuts unacceptable. The Senate Democrats have floated a bill that includes \$6.5 billion in cuts. Needless to say, the House Republicans say that the Senate bill does not cut nearly enough. Currently negotiations are ongoing between the House, Senate and White House to come up with a compromise bill. It is likely that the final bill will have cuts in transportation programs. We will keep you informed of the details of the final FY2011 bill.

SAFETEA-LU Reauthorization.

Congress has passed another extension of the highway bill. The current extension will expire September 30, 2011. It is hoped that a new bill can be written before that date. Congressman Mica, the Chair of the House Transportation and Infrastructure Committee, has stated repeatedly of his intention to complete a bill this year.

The Fiscal Year 2012 Budget.

All Presidential budgets are partially political documents. And when the Congress is in the hands of the other party, the budget becomes even more of a political statement. In other words, no one, not even the President, believes that the FY2012 budget released by the President will get enacted into law. However, budgets are a good way to determine what the President's priorities are. President Obama's FY2012 budget calls for massive new spending on infrastructure. Particularly, the President proposes a six year, \$556 billion surface transportation bill. The proposal includes a \$50 billion upfront investment to jumpstart the economy and to begin key infrastructure projects.

Unfortunately, the budget has a huge funding gap. In the past, highway bills have been funded by the Highway Trust Fund, paid for by gas taxes. However, as gas prices have risen, people drive less. The gas taxes have not covered the cost of the highway and transit programs during the last two years. Congress has had to make up the shortfall with general revenues. Since there are not enough gas taxes to cover the existing programs, the shortfall will be much greater if the Congress agrees to a bill that totals \$556 billion. The President's budget calls on Congress to work with the Administration to develop new funding sources. The House Republicans have already made it clear that they will not raise the gas tax. The President, too, does not favor raising the gas tax. What other mechanisms exist to fill the funding gap have yet to be identified.

Florida Legislature

Although session just began it appears that one of LYNX' priorities – Medicaid reform, may be secured due to the number of personal meetings with Representative Schenck. The house bill filed maintains that non-emergency transportation services shall be provided pursuant to a single,

statewide contract between the agency and the Commission for Transportation Disadvantaged. The agency shall establish performance standards in the contract and shall evaluate the performance of the Commission for Transportation Disadvantaged.

Governor Scott Sidetracks SunRail

Gov. Rick Scott put the brakes on the SunRail project until mid-summer, saying he wants to examine the plan to see if it fits his criteria of providing taxpayers an adequate return on their investment. The decision postpones action on the \$1.2 billion system until July 1, after the 2011 legislative session, during which lawmakers will consider nearly \$2 billion in tax cuts requested by Scott. In January, Scott froze four contracts for SunRail that were put out by the Department of Transportation totaling \$235 million as part of his review of all agreements over \$1 million.

High Speed Rail Money is up for Grabs

U.S. Transportation Secretary Ray LaHood said he's making available \$2.4 billion in high speed rail money previously earmarked for Florida to anyone who wants to develop high-speed rail corridors across the United States. U.S. Sen. Bill Nelson immediately followed the announcement with one of his own, saying LaHood's decision makes the funds available to cities, counties and other Florida groups to apply for the cash. LaHood said applicants would be judged on project merit and the ability "to deliver public and economic benefits quickly." Applications are due by April 4.

State could take over Expressway system

Orlando's main road-building agency and the \$250 million in tolls it collects each year could be taken over by the state if State Sen. Don Gaetz, R-Niceville has his way. Senator Gaetz, the presumptive Senate president for 2012, has drafted but not filed a bill that would merge the Orlando Orange County Expressway Authority, plus road authorities in Tampa and the Panhandle, with the department that runs Florida's Turnpike. Senator Gaetz says consolidation would save \$24 million annually by eliminating duplicative overhead. Some people believe that his real intent is to prop up the failing Garcon Point Bridge, which is verging on bankruptcy. The bridge is in Gaetz's district. There is no House version of his proposal.

Tax Cap Approved by Senate

The Florida Senate gave final approval to a proposed constitutional amendment (SJR 958) to limit increases in state revenue collections to match inflation plus population growth. Backers say the measure would ensure fiscal constraint by more strictly limiting growth in how much money the state takes in, but still give lawmakers the flexibility to exceed the cap if circumstances dictate. Florida already has a constitutional revenue cap, but it is tied to personal income growth and conservatives have said it is too high. There is currently no House companion. If the measure does pass the House by two-thirds vote, it could go on the ballot for voter approval.

Monthly Report H: Employee Travel Report

To: LYNX Board Of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Deborah Henderson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Employee Travel Report
Monthly Employee Travel - March 2011

Date: 4/7/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Edward Johnson Executive	Gainesville, FL	To attend Board meeting of the CMS related to research education & technology transfer activities	03/03/11 - 03/04/11	119	0
Teodor Leka Operations	Tampa, FL	To attend instructor's course in bus operator training (FT00429)	03/06/11 - 03/10/11	0	0
Gail Stewart Operations	Tampa, FL	To attend instructor's course in bus operator training (FT00429)	03/06/11 - 03/10/11	0	0
John Lewis Executive	Washington, DC	To attend Board of Directors Meeting of Conference of Minority Transportation Officials and 2011 Spring Leadership Team meeting	03/09/11- 03/12/11	1,117	1,117
James McLawhorn Governmental Affairs	Washington, DC	To attend the APTA Legislative Conference	03/12/11 - 03/16/11	2,258	2,258
John Lewis Executive	Washington, DC	To attend the APTA Legislative Conference	03/13/11 - 03/16/11	2,214	2,214

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Belinda Balleras Grants	San Diego, CA	To attend FTA's Financial Management Oversight Training to enhance grants management and compliance issues associated with changes in Federal Circulars	03/15/11 - 03/17/11	937	0
Jerry Ballard Operations	Daytona Beach, FL	To attend the Florida Association of Governmental Fleet Administrator's Spring Conference	03/16/11 - 03/17/11	160	160
William Hearndon Paratransit Operations	Tallahassee, FL	To attend the Florida Commission for the Transportation Disadvantaged's Transportation Disadvantaged Legislative Advocacy Day at the Florida Capital	03/16/11 - 03/18/11	357	357
John Lewis Executive	Salt Lake City, UT	Participate as a member of the delegation of Community Leaders to meet with Leaders of Envision Utah	03/23/11 - 03/25/11	2,046	2,046
Carlton Henley Chairman Board of Directors	Salt Lake City, UT	Participate as a member of the delegation of Community Leaders to meet with Leaders of Envision Utah	03/23/11 - 03/25/11	1,546	1,546
Blanche Sherman Finance	Miami, FL	To attend the 2011 APTA Fare Collection Workshop Transfer Stations	03/27/11 - 03/30/11	1,235	1,235
Doug Jamison Operations	Miami, FL	To make a presentation at APTA TraniTech Conference	03/28/11 - 03/31/11	0	0
Greg Barowski Operations	Tampa, FL	To attend Fundamentals of Bus Accidents Investigation class	03/28/11 - 04/01/11	856	856
TOTAL ESTIMATED COSTS and AGENCY COSTS				12,845	11,789

Monthly Report I: Employee Travel Report

To: LYNX Board Of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Deborah Henderson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Employee Travel Report
Monthly Employee Travel - February 2011

Date: 4/7/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Ft. Lauderdale, FL	To attend Florida Public Transportation Association Legislative Meeting	01/12/11	280	280
John Lewis Executive	Naples, FL	To attend and participate in panel discussion at the APTA, business member Board of Governors Annual Business meeting	01/13/11 - 01/14/11	248	248
William Hearndon Paratransit Operations	Ft. Lauderdale, FL	Participation by invitation in an APTA Peer Review of Broward County Transit's Paratransit Operation	01/24/11 - 01/28/11	1,267	0
Bert Francis Finance	St. Augustine, FL	To attend Florida Public Pension Trustee Assoc. School	01/30/11 - 02/02/11	0	0
Benjamin Green Operations	Tampa, FL	To attend Transit Supervisor Certification Course (FT00545)	01/31/11 - 02/04/11	0	0
Cedric Johnson Operations	Tampa, FL	To attend Transit Supervisor Certification Course (FT00545)	01/31/11 - 02/04/11	0	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
James McLawhorn Governmental Affairs	Tallahassee, FL	To attend Florida for Better Transportation (FBT) Board meeting	02/07/11 - 02/08/11	243	243
Jose Felix IT	Orlando, FL	To attend SIP Telecommunications Technology training course	02/22/11 - 02/24/11	1,875	1,875
William Hearndon Paratransit Operations	Tampa, FL	To attend the Transportation for the Disadvantaged Regional Meeting	02/23/11	40	40
Richard Bannon Procurement	Tampa, FL	To attend Florida Public Transportation Association Conference	02/23/11 - 02/24/11	0	0
John Lewis Executive	Tampa, FL	To attend the Florida Public Transportation Association Legislative and Board of Directors Meeting	02/24/11	135	135
James McLawhorn Governmental Affairs	Tampa, FL	To attend the Florida Public Transportation Association Conference	02/24/11	20	20
Rafiq Basaria Planning	Volusia Co., FL	To attend Volusia County GIS Users Group Meeting	02/24/11	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				4,108	2,841

Information Item: Ridership Report

To: LYNX Board Of Directors

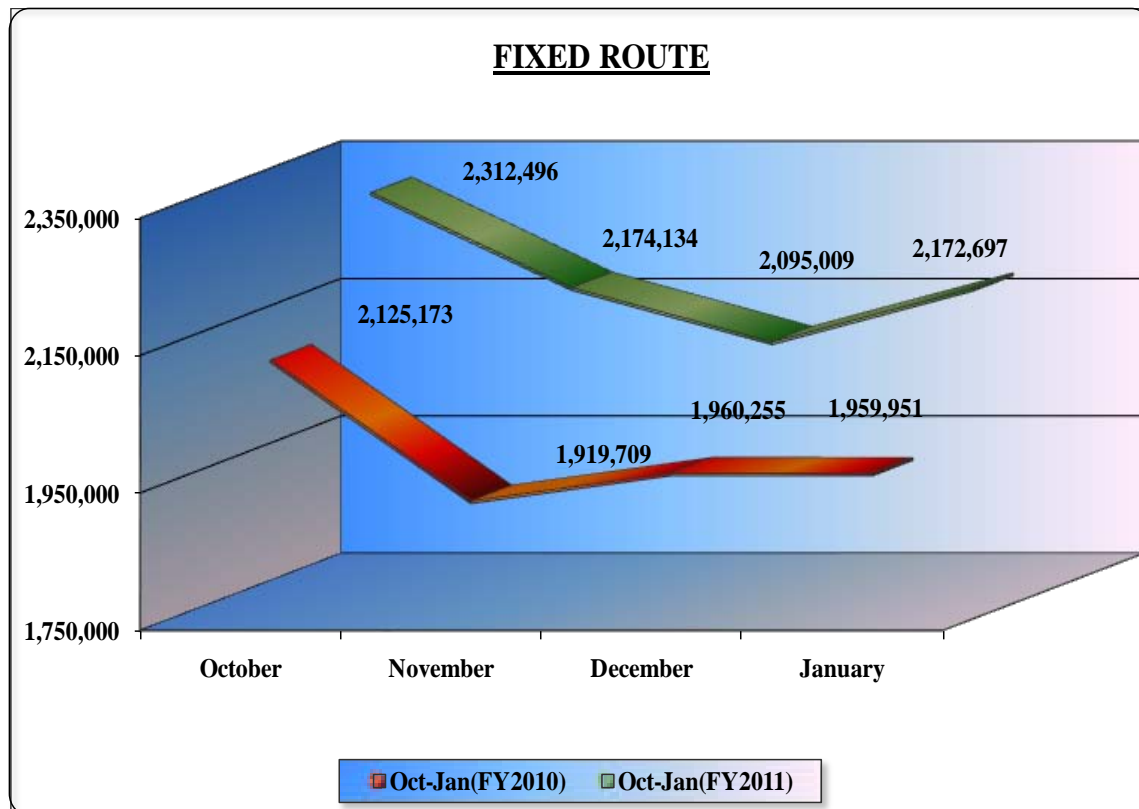
From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

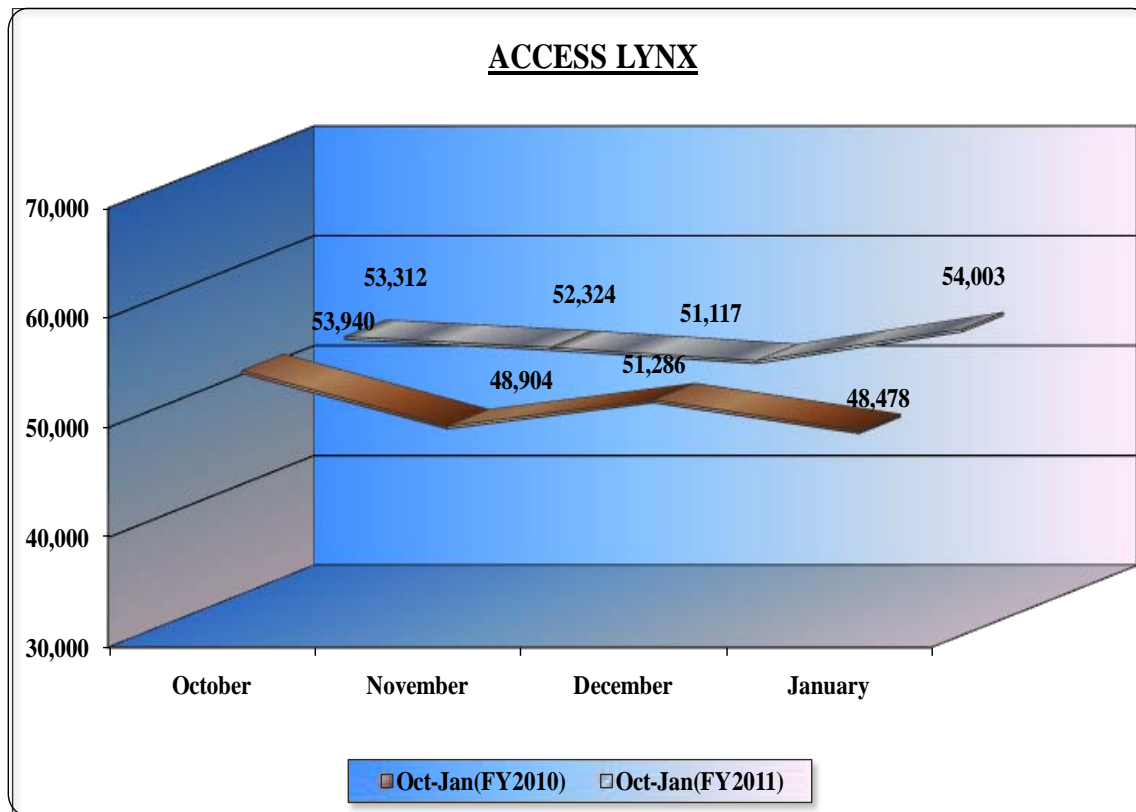
Phone: 407.841.2279 ext: 6058

Item Name: Ridership Report
Ridership Report for October 2010 Through February 2011

Date: 4/7/2011

<i>Service Mode</i>	<i>Oct-Jan(FY2010)</i>	<i>Oct-Jan(FY2011)</i>	<i>% Change</i>
LYMMO	380,713	370,121	-2.78%
Fixed Route	7,548,024	8,338,592	10.47%
Pick Up Line	36,351	45,623	25.51%
SUBTOTAL - FIXED ROUTE	7,965,088	8,754,336	9.91%
Special Shuttles	36,536	37,127	1.62%
ACCESS LYNX	202,608	210,756	4.02%
VanPlan	60,261	63,876	6.00%
SUBTOTAL - OTHER SERVICES	299,405	311,759	4.13%
TOTAL ALL SERVICES	8,264,493	9,066,095	9.70%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>January-10</i>	<i>January-11</i>	<i>% Change</i>
LYMMO	Weekday	4,111	3,267	-20.52%
	Saturday	1,965	1,386	-29.48%
	Sunday	999	942	-5.66%
All Other Links	Weekday	72,697	79,178	8.91%
	Saturday	46,850	55,686	18.86%
	Sunday	27,246	32,601	19.65%
Total Fixed Route	Weekday	76,808	82,445	7.34%
	Saturday	48,815	57,072	16.91%
	Sunday	28,245	33,543	18.76%
ACCESS LYNX	Weekday	2,416	2,544	5.28%
	Saturday	1,133	1,275	12.56%
	Sunday	374	552	47.44%
Pick Up Line	Weekday	459	535	16.58%
	Saturday	254	276	8.65%
VanPlan	Weekday	694	757	8.95%
	Saturday	102	131	28.63%
	Sunday	112	126	13.26%
TOTAL LYNX SERVICES	Weekday	80,378	86,280	7.34%
	Saturday	50,304	58,754	16.80%
	Sunday	28,731	34,221	19.11%

The following new links began service in April 2010:

Link 641 – Williamsburg PickUpLine

The following new links began service in December 2010:

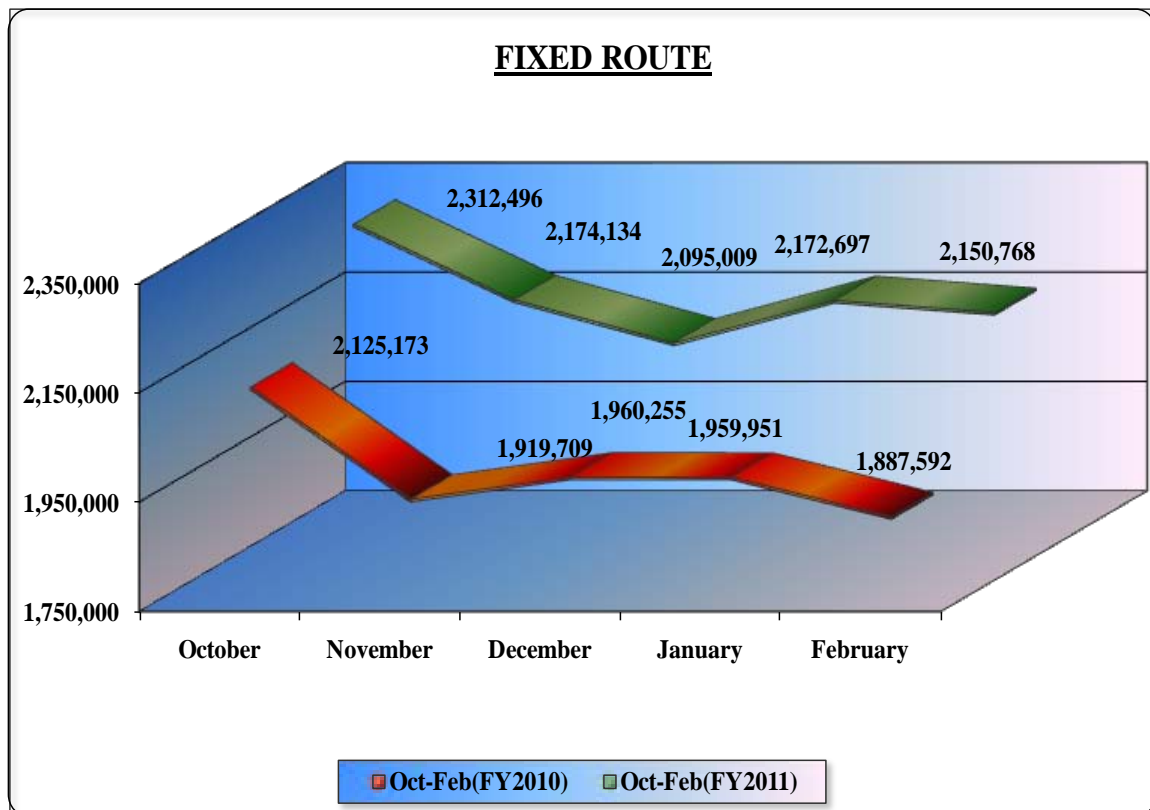
Link 613 – Pine Hills Pick Up Line

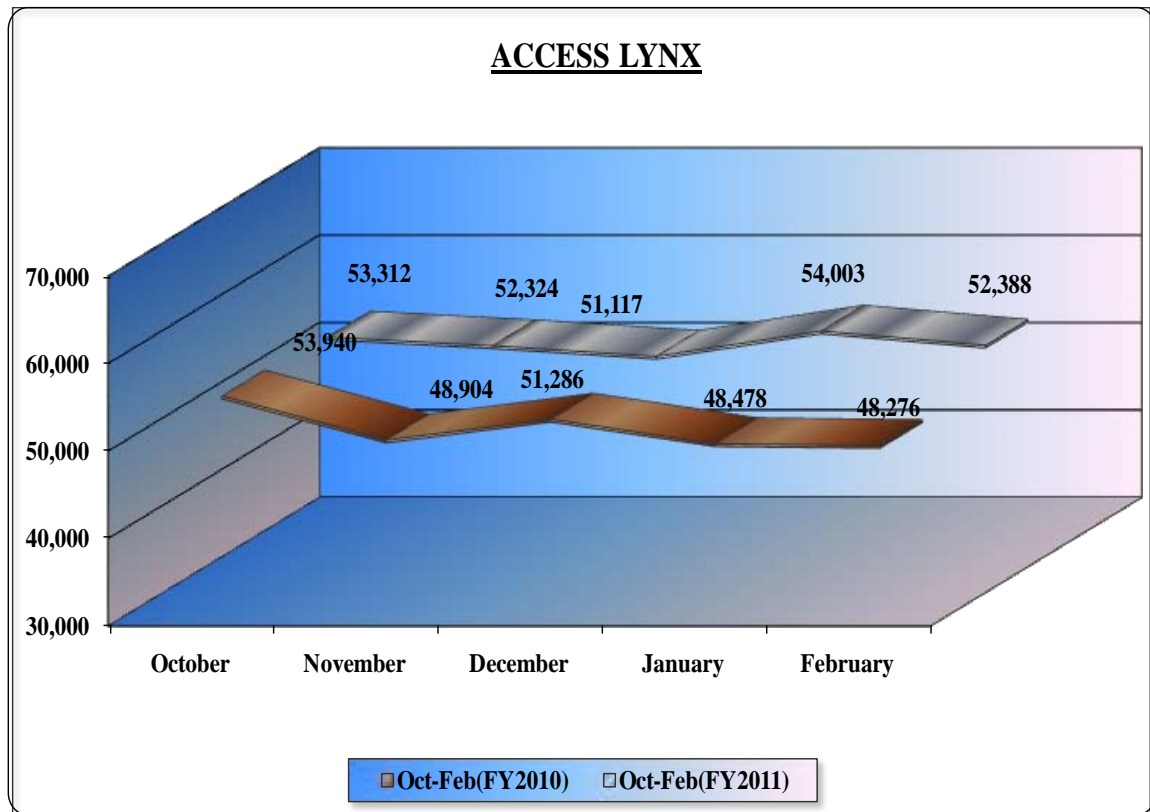
LYNX Monthly Ridership

Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809									370,121
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077									8,338,592
Pick Up Line	11,631	10,852	11,329	11,811									45,623
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697									8,754,336
Special Shuttles	13	7,370	8,696	21,048									37,127
ACCESS LYNX	53,312	52,324	51,117	54,003									210,756
VanPlan	16,444	15,598	14,658	17,176									63,876
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,227									311,759
TOTAL ALL SERVICES	2,382,265	2,249,426	2,169,480	2,264,924									9,066,095
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%									-2.8%
Fixed Route	9.3%	12.9%	7.4%	12.4%									10.5%
Pick Up Line	30.9%	39.2%	20.3%	15.2%									25.5%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%									9.9%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%									1.6%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%									4.0%
VanPlan	5.5%	8.3%	0.3%	9.6%									6.0%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%									4.1%
TOTAL ALL SERVICES	8.5%	13.1%	6.6%	10.7%									9.7%
Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
VanPlan	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

Year to date (October - February) Final

Service Mode	Oct-Feb(FY2010)	Oct-Feb(FY2011)	% Change
LYMMO	462,901	442,763	-4.35%
Fixed Route	9,343,025	10,404,673	11.36%
Pick Up Line	46,754	57,668	23.34%
SUBTOTAL - FIXED ROUTE	9,852,680	10,905,104	10.68%
Special Shuttles	36,618	37,127	1.39%
ACCESS LYNX	250,884	263,144	4.89%
VanPlan	75,649	79,744	5.41%
SUBTOTAL - OTHER SERVICES	363,151	380,015	4.64%
TOTAL ALL SERVICES	10,215,831	11,285,119	10.47%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>February-10</i>	<i>February-11</i>	<i>% Change</i>
LYMMO	Weekday	3,546	3,178	-10.36%
	Saturday	1,442	1,313	-8.94%
	Sunday	1,376	956	-30.56%
All Other Links	Weekday	73,943	84,651	14.48%
	Saturday	49,556	59,430	19.92%
	Sunday	29,479	33,646	14.13%
Total Fixed Route	Weekday	77,489	87,829	13.34%
	Saturday	50,999	60,743	19.11%
	Sunday	30,855	34,601	12.14%
ACCESS LYNX	Weekday	2,621	2,898	10.55%
	Saturday	1,128	1,241	10.02%
	Sunday	334	377	12.64%
Pick Up Line	Weekday	468	537	14.82%
	Saturday	263	327	24.33%
VanPlan	Weekday	729	754	3.46%
	Saturday	105	100	-5.24%
	Sunday	98	107	9.23%
TOTAL LYNX SERVICES	Weekday	81,307	92,018	13.17%
	Saturday	52,495	62,411	18.89%
	Sunday	31,287	35,084	12.14%

The following new links began service in April 2010:

Link 641 – Williamsburg PickUpLine

The following new links began service in December 2010:

Link 613 – Pine Hills Pick Up Line

LYNX Monthly Ridership

Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642								442,763
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081								10,404,673
Pick Up Line	11,631	10,852	11,329	11,811	12,045								57,668
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697	2,150,768								10,905,104
Special Shuttles	13	7,370	8,696	21,048	-								37,127
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388								263,144
VanPlan	16,444	15,598	14,658	17,138	15,906								79,744
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,189	68,294								380,015
TOTAL ALL SERVICES	2,382,265	2,249,426	2,169,480	2,264,886	2,219,062								11,285,119
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%								-4.4%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%								11.4%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%								23.3%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%	13.9%								10.7%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%								1.4%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%								4.9%
VanPlan	5.5%	8.3%	0.3%	9.4%	3.4%								5.4%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%	7.1%								4.6%
TOTAL ALL SERVICES	8.5%	13.1%	6.6%	10.7%	13.7%								10.5%
Fiscal Year 2010													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
VanPlan	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.