# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

# Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd. Wednesday, July 11, 2018, at 8:30 a.m.

Call to Order	Action Required
1. Approval of the June 13, 2018 LAMTD Board Minutes	Approval
2. Public Comments	TBD
3. Lake Morton Plaza Fire Evacuation / Erin Killebrew	None
4. Executive Director / Tom Phillips a. Municipal maintenance credit	TBD
<ul> <li>5. Finance / David Persaud</li> <li>a. Proposed FY 2017-18 Mileage Rate/ Certificate of Taxable Value and Set Public Hearings for FY 2018-19</li> <li>b. LAMTD Financials</li> <li>c. PCTS Financials</li> <li>d. Ultra-Low Sulfur Diesel Fuel (Bulk Fuel) and Regular Unleaded 87 Octane Gasoline.</li> <li>e. FDOT Park and Ride Grant Application and Resolution 18-05</li> <li>f. FY 2018-19 CTD agreement between the District and Polk County TPO for planning services.</li> </ul>	Approval None None Approval Approval Approval
<ul> <li>6. Legal / Tim Darby</li> <li>a. Peace River Center Contract Renewal</li> <li>b. PACE Center for Girls Service Agreement</li> <li>c. Resolution for 4175 S Pipkin Rd; Resolution 18-06</li> </ul>	Approval Approval Approval
7. Operations / Bill Knieriem a. Quarterly Ridership Report	None
8. Executive Director Report / Tom Phillips a. Agency Update(s)	None
<ul> <li>9. Executive <u>Informational</u> Summary / Tom Phillips</li> <li>a. June Calendar</li> <li>b. Ridership and UAP Update</li> </ul>	None None
10. Other Business	TBD

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING July 11, 2018 AGENDA ITEM #1

Agenda Item: Approval of the June 13, 2018 LAMTD Board Minutes

Presenter: James Phillips

Recommended

Action: Board approval of the June 13, 2018 LAMTD Board

Minutes

Attachments: June 13, 2018 LAMTD Board Minutes

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MINUTES JUNE 13, 2018

#### **Directors**:

City of Lakeland Commissioner Philip Walker Polk County Commissioner John Hall City of Lakeland Commissioner Michael Dunn City of Lakeland Commissioner George Lindsey III City of Lakeland Mayor Bill Muntz

Executive Director: Tom Phillips Executive Assistant: Alex Durham

## Call to Order

8:30 a.m. By Phillip Walker

#### Quorum

All Present

\*\*\*GEM Award / Steven Schaible, Director of Human Resources

• John Lia and Randy Beach, LAMTD Operators

# Agenda Item #1 - TBARTA Presentation / Ray Chiaramonte

(see attached PowerPoint)

Resolution of support from Lakeland Area Mass Transit District for Regional Transit Feasibility Plan and 41-mile catalyst BRT project.

"Regional Transit Feasibility Plan and 41-mile catalyst BRT project"

MOTION CARRIED UNANIMOUSLY

### Agenda Item #2 - Approval of the Minutes

Approval request for the approval of the April 11, 2018 LAMTD Board of Director meeting minutes.

"Approval of the April 11, 2018 Board of Directors Meeting Minutes"

MOTION CARRIED UNANIMOUSLY

#### Agenda Item #3 - Public Comments

Mary Lee asked to extend bus hours and bus services.

A community member of Eagle Lake asked to put a bus stop back closer to place of residence.

#### Agenda Item #4 – Intern Welcome/Promotions/ Tom Phillips

Tom Phillips announced Amanda Russell, Josh Morgan, Shronda Rankine as former Interns that have since transitioned into full time positions. Welcomed Cameron DeWitt and Kaley Raube as the new interns.

# Agenda Item #5 - Finances / David Persaud

David Persaud, CFO presented to the Board the items listed below:

#### a) LAMTD Financials

The Interim Financial Statement covers a period of less than one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with the budget.

#### b) PCTS Financials

The Interim Financial Statement covers a period of less than one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with the budget

c) FY 2018-19 Florida Commission for Transportation Disadvantaged Budget for the Lakeland Area Mass Transit District which is the designated Community Transportation Coordinator for Polk County

The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for Transportation Disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source.

# Transportation Disadvantage Proposed Budged for FY 2019

Account Id	Account Description	Actual 2017	Budget 2018	Actual - 03/31/18	Requested	Remarks
Revenues						
6-401-000-0475	Transport Disadvantaged Contract Revenue	366.53			-	
6-401-090-0000	Smart Card Fee	-		584.00		
6-401-475-LFTB	Lighthouse for the Blind	3,317.12				
6-417-475-ADCA	Adult Day Care	106,271.60		25,162.09		
6-417-475-CNTY	10% Match - County	121,089.84	123,050.00	43,057.74	144,500.00	
6-417-475-CTDC	CTD Grant - Capital	294,310.80				
6-417-475-CTDO	CTD Grant - Operating	795,533.72	1,107,450.00	387,519.61	1,300,175.00	
6-417-475-MISC	Miscellaneous Revenue -TD	-	198.00		205.00	
6-417-475-SGRD	Southern Gardens	727.00				
6-900-000-0000	CANCEL PRIOR YEAR EXPENSE	689.45	-			
	Transportation Disadvantaged Revenue Total	1,322,306.06	1,230,698.00	456,323.44	1,444,880.00	
Expenses						
6-0475-00000	OP'S - TRANSPORTATION DISADVANTAGED (TD)	<del>                                     </del>				
6-0475-50101	Salaries	597,749,30	646.228.32	272,502,38	481,279,00	
6-0475-50101	Overtime (TD)	23,836.67	45,772.00	7,047.45	25,950.00	
6-0475-50201	Social Security (TD)	23,549.36	35,075.60	9,424.16	31,448.00	
6-0475-50202	Medicare (TD)	5,844.13	9,019.44	2,204.15	7,355.00	
6-0475-50202	Pension Plan (TD)	30,470.16	44,095.04	13,432.32	41,897.00	
6-0475-50204	Health Insurance	222,898.02	235,507.60	91,803.75	170,422.00	
6-0475-50205	Life Insurance (TD)	7,107.52	233,307.00	2,543.19	1,400.00	
6-0475-50211	Support Services	7,107.52		2,545.25	139,692.00	
6-0475-60006	Operating Contingency				114,287.00	
6-0475-50207	Unemployment Compensation (TD)	224.51		2,066.59	5,000.00	
6-0475-50207	Workers' Compensation (TD)	18,071.94		2,000.33	21,000.00	
6-0475-50213	Uniforms	1,835.79	2,000.00	(68.59)	2,400.00	
6-0475-50213	Other Fringe Benefits	23.15	2,000.00	11.25	2,400.00	
6-0475-50214	Driver Licenses	25.15		18.40	150.00	
6-0475-50303	Prof. & Technical Svc.	33,470.26		5,909.98	24,100.00	
6-0475-50305	Contract Maintenance	11,018.19	5,000.00	599.21	5,300.00	
6-0475-50307	Drug Testing	263.34	3,000.00	573.25	1,500.00	
6-0475-50399	Other Services	6,741.37	22,000.00	21,755.58	27,900.00	
6-0475-50400	Fuel Gasoline - TD	114,038.50	100,000.00	62,404.50	150,000.00	
6-0475-50400	Fuel - TD	14,677.74	4,000.00	193.60	10,000.00	
6-0475-50403	Elder Point Ministries Expense	7,883.94	4,000.00	193.00	8,000.00	
6-0475-50404	Adult Day Care Expense	184.74		-	200.00	
6-0475-50455	Repairs & Maintenance - Buses	79,164.17	-	17,737.66	89,000.00	
6-0475-50460	Materials & Supplies	17,764.15	65,000.00	25.530.99	40,000.00	
6-0475-50905	Office Expense (TD)	17,704.15	05,000.00	23,330.99	2,000.00	
6-0475-50905	Service/Inventory Parts - TD	158.01			2,000.00	
6-0475-50504	Telephone	4,915.49	-	6,919.76	10,700.00	
				-,-		
6-0475-50505	Utilities - TD	2,177.94		1,071.62	3,300.00	
6-0475-50901	Dues & Subscriptions - TD	1,555.38		732.30	1,500.00	
6-0475-50902	Travel/Meetings	3,106.97	4,000.00	589.86	6,000.00	
6-0475-50903	Employee Education	356.25	4,000.00	1,052.25	2,000.00	
6-0475-50905	Office Expense (TD)	3,500.82	9,000.00	807.42	2,700.00	
6-0475-50907	Postage & Shipping	1,659.37	•	262.86	3,100.00	
6-0475-50908	Advertising & Promotion - TD	4,931.42	•	1,343.04	3,150.00	
6-0475-50910	Software - TD	3,600.79			7,200.00	
6-0475-50911	Printing	3,041.27		690.72	1,350.00	
6-0475-50914	Computer Hardware	5,183.61			2,300.00	
6-0475-50999	Miscellaneous	646.45		6.25	1,100.00	
	Transportation Disadvantaged Expenditure Total	1,251,650.72	1,230,698.00	549,165.90	1,444,880.00	

<sup>&</sup>quot;Approval of the annual Operating Budget for the period of July 1st, 2018 through June 30th, 2019" **MOTION CARRIED UNANIMOUSLY** 

The District is proposing the disposal of these items based on the depreciation schedule as defined by the Federal Transit Administration Circular 5010.1C – Grant Management Guidelines, Chapter II, paragraph 3.f.(4).

The vehicles and/or equipment shall be disposed of through a competitive bid process. Item that cannot be sold will be reassessed and disposed of as scrap.

Item Description	Purchase Date	FTA / CUTR / TRIPS Useful Life	Reason for Disposal	Current Condition
35' Transit Bus, Unit 1073 2006 Gillig Phantom	06/26/2001	12 years or 500,000 miles	Over 11 years & 500,873 miles	Accident & major repairs needed
27' Para Transit Bus, Unit 545; 2008 Chevy C4500 Champion	12/02/2008	7 years or 200,000 miles	Over 9 years & 238,169 miles	Major repairs needed
27' Paratransit Bus, Unit 546; 2009 Chevy C4500 Champion	06/10/2009	7 years or 200,000 miles	Over 8 years & 217,580 miles	Roof leaks & major repairs needed
27' Paratransit Bus, Unit 547; 2009 Chevy C4500 Champion	06/10/2009	7 years or 200,000 miles	Over 8 years & 212,440 miles	Roof leaks & major repairs needed

<sup>&</sup>quot;Approval of the disposal of four (4) rolling stock buses that have surpassed their useful life in years of service and/or mileage, generating costly repairs."

#### MOTION CARRIED UNANIMOUSLY

# Agenda Item #7 - Resolution / David Persaud

Steve Schaible presented to the Board the items listed below:

a) 18-02 TD Grant Approval

The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source.

"Approval of Grant Submission and subsequent award for the period of July 1st, 2018 through June 30th, 2019."

# **MOTION CARRIED UNANIMOUSLY**

## b) 18-03 FDOT Joint Participation

FDOT has allocated funding in the amount of \$931,351 with \$931,351 local funds for a total of \$1,862,702 in Fiscal Years 2018-2019 under the State Public Transit Corridor Program for operating expense of a transit corridor service operating along South Florida Avenue and State Road 37, a north/south corridor.

This funding will allow the District to continue the multi-modal travel options reducing traffic congestion in the S.R. 37 (South Florida Avenue) Corridor. High frequency services for buses, with frequencies less than 30 minutes, will continue during peak evening hours.

"Approval to accept additional funding under the Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) (FM#414063-1-84-04), and associated Resolution #18-03."

## **MOTION CARRIED UNANIMOUSLY**

The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source.

"Approval of Grant Submission and subsequent award for the period of July 1st, 2018 through June 30th, 2019."

# **MOTION CARRIED UNANIMOUSLY**

# Agenda Item #8 - Citizen Advisory Council / Erin Killebrew

Non responses to Citizens Advisory Council and update to the progress of the CAC

# <u>Agenda Item #9 – Paratransit Supervisor Position / Aaron Dunn</u>

Currently, Citrus Connection is delivering Transportation Disadvantaged services with 3 road supervisors over 168 hours of weekly service. Additionally, the supervisor-to-operator ratio utilized to deliver Transportation Disadvantaged services is 1:12. These challenges have been exacerbated by the expansion of services through the provision of county-wide meal site transportation beginning in January of 2018. In order to overcome this gap in available supervisory support, the Para Transit Department is requesting an additional supervisor position.

"Approval of Para Transit Supervisor Position."

#### MOTION CARRIED UNANIMOUSLY

# Agenda Item #10 - KSI - Board Retreat Follow- Up

- a. Employee Engagement Survey "Who are we?" / Steve Schaible (survey attached)
- b. Facility, Technology and Autonomous Vehicles / Joe Cheney (PowerPoint attached)

# Agenda Item #11 - Legal / Tim Darby

a. Annexation Petition: Tiger Concrete & Screed, LLC

"Approval of annexation petition: Tiger Concrete & Screed, LLC."

# **MOTION CARRIED UNANIMOUSLY**

b. Contract Extension between Lakeland Area Mass Transit District and the City of Lakeland for Transit Services

"Approval of Contract Extension between Lakeland Area Mass Transit District and the City of Lakeland for Transit Services."

#### **MOTION CARRIED UNANIMOUSLY**

c. Memorandum of Understanding between Lakeland Area Mass Transit District and the Lakeland Community Redevelopment Agency (LCRA)

"Approval of Memorandum of Understanding between LAMTD and LCRA."

#### MOTION CARRIED UNANIMOUSLY

# Agenda Item #12 – Homeless Collection Data / Alex Durham

Agenda Item was shelved for a later date

#### Agenda Item #13 – Executive Director Report / Tom Phillips

Mentioned results about Dr. Ross's survey analysis

#### Agenda Item #14 – Executive Informational Summary / Tom Phillips

a. May Calendar

Informational about the previous month of events
b. Ridership and UAP Update
Informational update of our Universal Access Programs

Agenda Item #15 – Other Business
None at this time

Adjournment

Approved this 11th day of July, 2018.

Minutes Recorder – Alex Durham

Chairman – Commissioner Phillip Walker

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING July 10, 2018 AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 3

Agenda Item: Lake Morton Plaza Fire Evacuation

Presenter: Erin Killebrew

Recommended

Action: Informational

Summary: Video highlighting the Lake Morton plaza fire

evacuation.

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 4a

Agenda Item: Municipal maintenance credit

Presenter: Tom Phillips

Recommended

Action: To be Determined

Summary: Proposal for municipalities to offer maintenance of bus

stops and shelters in favor of a 1% credit at the end of the

fiscal year.

	Total Miles	Cost per Mile	2018-2019	1% reduction	Savings
Auburndale	69480.352	6.75	\$79,097.31	\$78,306.33	\$790.97
Winter Haven	225559.752	6.75	\$239,206.77	\$236,814.71	\$2,392.07
Lake Alfred	21961.968	6.75	\$21,416.01	\$21,201.85	\$214.16
Lake Wales	68964.842	6.75	\$63,820.91	\$63,182.70	\$638.21
Haines City	46457.29	6.75	\$45,889.64	\$45,430.74	\$458.90
Bartow	74202.188	6.75	\$73,907.54	\$73,168.47	\$739.08
Fort Mead	21000	6.75	\$18,881.10	\$18,692.29	\$188.81
Frost Proof	23602.852	6.75	\$21,221.32	\$21,009.11	\$212.21
Dundee	3629.428	6.75	\$3,263.22	\$3,230.59	\$32.63
Total			\$566,703.82	\$561,036.78	\$5,667.04

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

July 11, 2018 AGENDA ITEM #5a

Agenda Item: Proposed FY 2017-18 Millage Rate / Certificate of Taxable Value

and Set Public Hearings for FY 2018-19

Millage Rate and Budget

Presenter: David Persaud, CFO

Recommended

Action: Recommend approval of the proposed aggregate millage rate of

.5000 mills and for the proposed FY 2018-19 Millage and Budget

Public Hearings.

Millage:

FY 2017-18 Proposed Millage rate .5000

FY 2017-18 Current Year Aggregate .4663

Rolled-Back-Rate

Current year proposed rate as a percent 7.23%

Change of Rolled-Back-Rate

The DR-420, Certification of Taxable Value, is due to the Property Appraiser by Friday, August 3, 2018. A copy of the DR-420 Certificate of Taxable Value is attached using the maximum allowable millage rate of .5000, the current rate of .5000 and the aggregate rolled back rate of .4663.

# **Public Hearings:**

First Public Hearing for FY 2017-18 Millage Rate and FY 2018-19 Budget: Wednesday, September 5, 2018, at 5:01PM at Lakeland City Hall, City Commission Conference Room, 228 S. Massachusetts Ave., Lakeland.

Second Public Hearing (Final) FY 2017-18 Millage Rate and FY 2018-19 Budget: Wednesday, September 19, 2018 at 5:01PM at

Lakeland City Hall, City Commission

Conference Room, 228 S. Massachusetts Ave., Lakeland.

Attachments: Form DR-420, Certification of Taxable Value

Form DR-420-TIF(s) – Tax Increment Adjustment Worksheet(s)

Form DR-420MM-P – Maximum Millage Levy Calculation Preliminary

Disclosure

Print Form

# FLORIDA

# **CERTIFICATION OF TAXABLE VALUE**

DR-420 R. 5/12 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Year	2018		County: POLK			_	
	ipal Authority : ELAND AREA MASS TRANSIT DIS		Taxing Authority : LAKELAND AREA MASS	TRANSIT D	IS		
SEC	TION I: COMPLETED BY PROPERTY AP	PRAISER	<u> </u>		<u></u>		
1.	Current year taxable value of real property for op	erating pur	poses	\$ 6,763,909,108			(1)
2.	Current year taxable value of personal property for	or operating	purposes	\$	3,	.021,418,980	(2)
3.	Current year taxable value of centrally assessed p	property for	operating purposes	\$		45,468,520	(3)
4.	Current year gross taxable value for operating pu	irposes (Line	e 1 plus Line 2 plus Line 3)	\$	9,	830,796,608	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)					146,239,325	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)			\$	9,	684,557,283	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series				9,	222,593,323	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0				□ NO	Number 8	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0			YES	✓ NO	Number 0	(9)
	Property Appraiser Certification   I certify the taxable values above are				1		1
	Property Appraiser Certification	certify the	taxable values above are	correct to t	he best o	f my knowled	L dge.
SIGN	Signature of Property Appraiser:	I certify the	taxable values above are	correct to t	he best o	f my knowled	dge.
SIGN HERE	Signature of Property Appraiser:	I certify the t	taxable values above are	Date :	he best o		dge.
HERE	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH	HORITY		Date: 6/29/20	18 1:54	PM	dge.
HERE	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileg	<b>HORITY</b> In FULL your ge for the ta	taxing authority will be d x year. If any line is not ap	Date: 6/29/20	18 1:54	PM	dge.
HERE	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in	<b>HORITY</b> In FULL your ge for the ta	taxing authority will be d x year. If any line is not ap	Date: 6/29/20	18 1:54 certificat	PM	(10)
SECT	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileged Prior year operating millage levy (If prior year millage)	HORITY  THE FULL your ge for the taxage was adjusted to taxage was adjust	taxing authority will be d x year. If any line is not ap usted then use adjusted	Date: 6/29/20 enied TRIM oplicable, e	18 1:54 certificat	PM ion and	
SECT 10.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileged prior year operating millage levy (If prior year millage from Form DR-422)	HORITY  The FULL your ge for the tax age was adjusted by Line 10, dispussed to the property of	taxing authority will be d x year. If any line is not ap isted then use adjusted ivided by 1,000)	Date: 6/29/20 enied TRIM oplicable, e	18 1:54 certificat	PM ion and per \$1,000	(10)
10. 11.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileged prior year operating millage levy (If prior year millage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied leading)  Amount, if any, paid or applied in prior year as a consecutive signature.	HORITY  In FULL your ge for the tage was adjusted by Line 10, do not be 7a for all DR	taxing authority will be d x year. If any line is not ap isted then use adjusted ivided by 1,000) obligation measured by a 8-420TIF forms)	Date: 6/29/20 enied TRIM oplicable, e 0.50	18 1:54 certificat	PM ion and per \$1,000 4,611,297	(10)
10. 11.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileg  Prior year operating millage levy (If prior year millamillage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied of Amount, if any, paid or applied in prior year as a consequence of the prior year as a consequenc	HORITY  The FULL your ge for the tage was adjusted by Line 10, do the puence of an are 7a for all DR minus Line 1	taxing authority will be don't year. If any line is not appoint the state of the st	Date: 6/29/20 enied TRIM oplicable, e 0.5	certificat nter -0	PM ion and per \$1,000 4,611,297 258,855	(10) (11) (12)
10. 11. 12. 13. 14.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileged prior year operating millage levy (If prior year millage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied level)  Amount, if any, paid or applied in prior year as a consequence of the control of the	HORITY  The FULL your ge for the tax age was adjusted by Line 10, do not be 7a for all DR minus Line in the 7e for Line 7e for the 7	taxing authority will be don't year. If any line is not appoint the state of the st	enied TRIM pplicable, e	18 1:54 certificat nter -0	PM ion and per \$1,000 4,611,297 258,855 4,352,442	(10) (11) (12) (13)
10. 11. 12. 13. 14.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy priviled.  Prior year operating millage levy (If prior year millamillage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied leading from Form DR-422)  Amount, if any, paid or applied in prior year as a consected dedicated increment value (Sum of either Lines 6c or Line)  Adjusted prior year ad valorem proceeds (Line 11)  Dedicated increment value, if any (Sum of either Line 6b)	HORITY  In FULL your ge for the taxage was adjusted by Line 10, do guence of an are 7a for all DR minus Line 10 or Line 7e for Line 14)	taxing authority will be dix year. If any line is not apusted then use adjusted ivided by 1,000) obligation measured by a R-420TIF forms)	enied TRIM plicable, e	18 1:54 certificat nter -0 000	PM ion and per \$1,000 4,611,297 258,855 4,352,442 850,390,201	(10) (11) (12) (13) (14)
10. 11. 12. 13. 14. 15.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privileg.  Prior year operating millage levy (If prior year millamillage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied of Amount, if any, paid or applied in prior year as a consected dedicated increment value (Sum of either Lines 6c or Line)  Adjusted prior year ad valorem proceeds (Line 11)  Dedicated increment value, if any (Sum of either Line 6b)  Adjusted current year taxable value (Line 6 minus)	HORITY  In FULL your ge for the taxage was adjusted by Line 10, do guence of an are 7a for all DR minus Line 10 or Line 7e for Line 14)	taxing authority will be dix year. If any line is not apusted then use adjusted ivided by 1,000) obligation measured by a R-420TIF forms)	Date: 6/29/20 enied TRIM eplicable, e 0.56 \$ \$ \$	18 1:54 certification of certification o	PM ion and per \$1,000 4,611,297 258,855 4,352,442 850,390,201 834,167,082	(10) (11) (12) (13) (14) (15)
10. 11. 12. 13. 14. 15. 16.	Signature of Property Appraiser:  Electronically Certified by Property Appraiser  FION II: COMPLETED BY TAXING AUTH  If this portion of the form is not completed in possibly lose its millage levy privilege.  Prior year operating millage levy (If prior year millomillage from Form DR-422)  Prior year ad valorem proceeds (Line 7 multiplied leading from Form DR-422)  Amount, if any, paid or applied in prior year as a consected dedicated increment value (Sum of either Lines 6c or Line)  Adjusted prior year ad valorem proceeds (Line 11)  Dedicated increment value, if any (Sum of either Line 6b)  Adjusted current year taxable value (Line 6 minus)  Current year rolled-back rate (Line 13 divided by Line)	HORITY  The FULL your ge for the taxage was adjusted by Line 10, do guence of an are 7a for all DR minus Line in or Line 7e for Line 14)  ine 15, multiplication of the 15, mu	taxing authority will be do a year. If any line is not applied then use adjusted ivided by 1,000)  obligation measured by a R-420TIF forms)  all DR-420TIF forms)	Date: 6/29/20 enied TRIM oplicable, e 0.50 \$ \$ \$ \$ \$	18 1:54 certification of certification o	PM ion and per \$1,000 4,611,297 258,855 4,352,442 350,390,201 334,167,082 per \$1000	(10) (11) (12) (13) (14) (15) (16)

											9
19.	1	TYPE of princip	al authority (check	(one)	Count	ty	<b>√</b>	Independe	nt Special	District	(19)
	_				Munic	cipality		Water Man	agement l	District	(13)
20.	F	Applicable taxi	ng authority (chec	k one)	✓ Princi	pal Authority		Dependent	t Special D	istrict	(20)
_					MSTU			Water Man	agement l	District Basin	
21.	15	s millage levied	in more than one co	ounty? (checl	k one)	Yes	<b>√</b>	No			(21)
		DEPENDENT	SPECIAL DISTRIC	TS AND MS	STUs	STOP	S1	OP HERE	- SIGN	AND SUBN	1IT
22.	Ente dep forn	endent special dist	d prior year ad valorem p ricts, and MSTUs levying	oroceeds of the a millage. <i>(The</i>	principal a e sum of Li	authority, all ne 13 from all DR-42	20	\$		4,352,442	(22)
23.	3. Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)					000)	0.46	63	per \$1,000	(23)	
24.	Cur	rent year aggrega	ate rolled-back taxes (	Line 4 multiplie	ed by Line	23, divided by 1,0	000)	\$		4,584,100	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all \$DR-420 forms)					\$		4,915,398	(25)		
26.	6. Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)					0.50	00	per \$1,000	(26)		
27.		rent year propose 23, <b>minus 1</b> , mu	ed rate as a percent ch ultiplied by 100)	ange of rolled	d-back rat	e (Line 26 divided	by			7.23 %	(27)
ı		rst public get hearing	Date:	Time:		Place :					
		Taxing Autho	ority Certification			es and rates are by with the prov					
9	5	Taxing Natin				s. 200.081, F.S.	713101	15 01 5. 200	.oos ana	are provisio	113 01
1		Signature of Chie	ef Administrative Offic	er:				Date	•		
N	ı	Title :			-	Contact Name	and (	l Contact Title	· :		
F	1	David Persaud				David Persuad	, CHII	EF FINANCI <i>A</i>	AL OFFICE	3	
R	R	Mailing Address	:			Physical Address 1212 GEORGE		INS BLVD			
-	-	City, State, Zip : LAKELAND, FL 33	3815				Phone Number : Fax Number :				
						8633271303			8633271	343	

Print Form



# MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P R. 5/12 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Ye	ar: 2018	County:	POLK						
	ncipal Authority : KELAND AREA MASS TRANSIT DIS	Taxing Authority LAKELAND AREA		RANSIT DIS					
1.	Is your taxing authority a municipality or independent special dist ad valorem taxes for less than 5 years?	rict that has levied		Yes	No	(1)			
	IF YES, STOP HERE. SIGN AND	D SUBMIT. You a	are not	subject to a	a millage limitat	tion.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line	16		0.4663	per \$1,000	(2)			
3.	Prior year maximum millage rate with a majority vote from 2016 Fo	rm DR-420MM, Line	e 13	0.7450	per \$1,000	(3)			
4.	Prior year operating millage rate from Current Year Form DR-420, I	ine 10		0.5000	per \$1,000	(4)			
	If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.								
	Adjust rolled-back rate based on prior year majority-vote maximum millage rate								
5.	Prior year final gross taxable value from Current Year Form DR-420	, Line 7	\$		9,222,593,323	(5)			
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$		6,870,832	(6)				
7.	Amount, if any, paid or applied in prior year as a consequence of a measured by a dedicated increment value from Current Year Form	\$		258,855	(7)				
8.	8. Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)				6,611,977	(8)			
9.	9. Adjusted current year taxable value from Current Year form DR-420 Line 15				9,334,167,082	(9)			
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, m	ultiplied by 1,000)		0.7084	per \$1,000	(10)			
	Calculate maximum millage levy					,			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)			0.7084	per \$1,000	(11)			
12.	Adjustment for change in per capita Florida personal income (See	Line 12 Instruction	ns)		1.0147	(12)			
13.	Majority vote maximum millage rate allowed (Line 11 multiplied b	y Line 12)		0.7188	per \$1,000	(13)			
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 b	y 1.10)		0.7907	per \$1,000	(14)			
15.	Current year proposed millage rate			0.5000	per \$1,000	(15)			
16.	Minimum vote required to levy proposed millage: (Check one)		,			(16)			
<b>√</b>	a. Majority vote of the governing body: Check here if Line 15 is lest to the majority vote maximum rate. Enter Line 13 on Line 1		Line 13.	The maximu	m millage rate is	equal			
	b. Two-thirds vote of governing body: Check here if Line 15 is less maximum millage rate is equal to proposed rate. Enter Line 1.		ne 14, bi	ut greater th	an Line 13. The				
	c. Unanimous vote of the governing body, or 3/4 vote if nine mem The maximum millage rate is equal to the proposed rate. <i>Enter</i>			f Line 15 is g	reater than Line 1	4.			
	d. Referendum: The maximum millage rate is equal to the propose	ed rate. <b>Enter Lin</b>	e 15 on	Line 17.					
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)			0.7188	per \$1,000	(17)			
18.	Current year gross taxable value from Current Year Form DR-420, Li	ne 4	\$		9,830,796,608	(18)			

	ring Authority : KELAND AREA MASS TRANSIT DIS	ELAND AREA MASS TRANSIT DIS					
19.	Current year proposed taxes (Line 15 multip	olied by Line 18, divided by 1,0	900) \$	4,915,39	8 (19)		
20.	Total taxes levied at the maximum millage r by 1,000)		e 18, divided \$	7,066,37	7 (20)		
	DEPENDENT SPECIAL DISTRICTS AND MSTUS  STOP HERE. SIGN AND SUBMIT.						
	Enter the current year proposed taxes of all a millage . (The sum of all Lines 19 from each				0 (21)		
22.	22. Total current year proposed taxes (Line 19 plus Line 21)			4,915,39	8 (22)		
1	Total Maximum Taxes						
	23. Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ( <i>The sum of all Lines 20 from each district's Form DR-420MM-P</i> )				0 (23)		
24.	24. Total taxes at maximum millage rate (Line 20 plus Line 23)			7,066,37	7 (24)		
7	Total Maximum Versus Total Taxes L	evied					
	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)			S NO	(25)		
S	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.				
I G N	Signature of Chief Administrative Office	ri)	Date:				
	Title: David Persaud		Contact Name and Contact Title : David Persuad, CHIEF FINANCIAL OFFICER				
			Physical Address: 1212 GEORGE JENKINS BLVD				
	City, State, Zip: LAKELAND, FL 33815		Phone Number : Fax Number : 8633271303 8633271343				

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Print Form

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Yea	ar:	2018	County:	РО	LK		-
		l Authority: ND AREA MASS TRANSIT DIS	Taxing Author LAKELAND AF		S TRANSIT DIS		
		nity Redevelopment Area : d Downtown CRA II	Base Year : 1979				
SEC	TIOI	NI: COMPLETED BY PROPERTY APPRAISER					
1.	Curi	rent year taxable value in the tax increment area		\$		12,928,756	(1)
2.	Base	year taxable value in the tax increment area		\$	;	3,709,090	(2)
3.	3. Current year tax increment value (Line 1 minus Line 2)			\$		9,219,666	(3)
4.	Prio	r year Final taxable value in the tax increment area		\$		12,435,125	(4)
5.	5. Prior year tax increment value (Line 4 minus Line 2)			\$		8,726,035	(5)
6	IGN	Property Appraiser Certification	y the taxable val	lues abov	ve are correct to	the best of my knowled	lge.
l	ERE	Signature of Property Appraiser:		0	Date :		
	Electronically Certified by Property Appraiser			6	5/29/2018 <b>1</b> :54	1 PM	
SEC	CTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.						
6. If	the a	amount to be paid to the redevelopment trust fund IS B/	ASED on a speci	ific propo	ortion of the tax	increment value:	
6a.	6a. Enter the proportion on which the payment is based.					95.00 %	(6a)
6b.	6b. Dedicated increment value (Line 3 multiplied by the percentage on Line 6a)  If value is zero or less than zero, then enter zero on Line 6b					8,758,683	(6b)
бс.	Amo	ount of payment to redevelopment trust fund in prior ye	ar	\$	_	56,452	(6c)
7. lf	the a	amount to be paid to the redevelopment trust fund IS No	OT BASED on a s	specific p	proportion of the	e tax increment value:	
7a.	Amo	ount of payment to redevelopment trust fund in prior ye	ar	\$		0	(7a)
7b.	Prio	r year operating millage levy from Form DR-420, Line 10	)		0.0000 per \$1,000 (7		
7c.	Taxe (Line	es levied on prior year tax increment value es 5 multiplied by Line 7b, divided by 1,000)		\$		0	(7c)
7d.	Prio (Line	r year payment as proportion of taxes levied on increme 27 7 2 7 7 8 7 9 9 100 100 100 100 100 100 100 100 100	nt value			0.00 %	(7d)
7e.		icated increment value (Line 3 multiplied by the percenta If value is zero or less than zero, then enter zero on Lin		\$		0	(7e)
	- 1		alculations, milla	ges and r	rates are correct	to the best of my knowled	dge.
9	5	Signature of Chief Administrative Officer :		D	ate:		
	<b>3</b>	Title:	Con	ntact Nan	ne and Contact	Title :	
ı	V	David Persaud	Dav	vid Persu	ad, CHIEF FINA!	NCIAL OFFICER	
E	H E R	Mailing Address :	*	/sical Ado 12 GEORO	dress : GE JENKINS BLV	D	
ı	E	City, State, Zip :	Pho	one Numb	per:	Fax Number :	
	LAKELAND, FL 33815 86332713				33271303 8633271343		

Print Form

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Yea	ar:	2018	County:	F	POLK		
		al Authority: AND AREA MASS TRANSIT DIS	Taxing A	uthority: ND AREA M	ASS TRANSIT DIS		
		nity Redevelopment Area : nd Downtown CRA IV	Base Yea 2005	ır;			
SEC	TIO	NI: COMPLETED BY PROPERTY APPRAISER					
1.	Cur	rent year taxable value in the tax increment area			\$	35,965,123	(1)
2.	2. Base year taxable value in the tax increment area				\$	28,071,862	(2)
3.	3. Current year tax increment value (Line 1 minus Line 2)				\$	7,893,261	(3)
4.	Prio	r year Final taxable value in the tax increment area			\$	35,513,547	(4)
5.	5. Prior year tax increment value (Line 4 minus Line 2)				\$	7,441,685	(5)
CI.	GN	Property Appraiser Certification I cer	rtify the taxab	le values ab	ove are correct t	o the best of my knowled	lge.
	ERE	Signature of Property Appraiser:			Date :		
		Electronically Certified by Property Appraiser			6/29/2018 1:5	4 PM	
SEC	TIOI	N II: COMPLETED BY TAXING AUTHORITY Comple	te EITHER lin	e 6 or line	7 as applicable.	Do NOT complete both	
6. If	the a	amount to be paid to the redevelopment trust fund IS	BASED on a s	specific pro	portion of the tax	increment value:	
6a.	6a. Enter the proportion on which the payment is based.					95.00 %	(6a)
6b.	bb. Dedicated increment value (Line 3 multiplied by the percentage on Line 6a)  If value is zero or less than zero, then enter zero on Line 6b			ба)	\$	7,498,598	(6b)
бс.	Amo	ount of payment to redevelopment trust fund in prior	year		\$	3,535	(6c)
7. lf 1	the a	amount to be paid to the redevelopment trust fund IS	NOT BASED	on a specifi	c proportion of th	ne tax increment value:	
7a.	Amo	ount of payment to redevelopment trust fund in prior	year		\$	0	(7a)
7b.	Prio	r year operating millage levy from Form DR-420, Line	10		0.000	0 per \$1,000	(7b)
/ (.	(Line	es levied on prior year tax increment value es 5 multiplied by Line 7b, divided by 1,000)			\$	0	(7c)
7d.	Prio (Line	r year payment as proportion of taxes levied on increr ? 7a divided by Line 7c, multiplied by 100)	ment value			0.00 %	(7d)
7e.	Ded	icated increment value (Line 3 multiplied by the percer If value is zero or less than zero, then enter zero on l	ntage on Line . Line 7e	7d)	\$	0	(7e)
			e calculations,	millages an		to the best of my knowled	dge.
S	,	Signature of Chief Administrative Officer:			Date :		
G	- 1	Title:			ame and Contact		
N		David Persaud		David Per	suad, CHIEF FINA	NCIAL OFFICER	
H E R		Mailing Address :		Physical Address: 1212 GEORGE JENKINS BLVD			
E		City, State, Zip:		Phone Nu	mber:	Fax Number :	
		LAKELAND, FL 33815		86332713	03	8633271343	

Print Form

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Year	:	2018	y: POLK					
Princi LAKE	ipal LAI	Authority: ND AREA MASS TRANSIT DIS		uthority: ND AREA M	ASS TRANSIT DIS			
		nity Redevelopment Area : d CRA	Base Yea	ear:				
SECTI	ON	I: COMPLETED BY PROPERTY APPRAISER						
1. C	urre	ent year taxable value in the tax increment area			\$	46,406,986	(1)	
2. B	ase	year taxable value in the tax increment area			\$	22,142,832	(2)	
3. C	3. Current year tax increment value (Line 1 minus Line 2)				\$	24,264,154	(3)	
4. Pi	rior	year Final taxable value in the tax increment area			\$	45,034,631	(4)	
5. Pi	5. Prior year tax increment value (Line 4 minus Line 2)				\$	22,891,799	(5)	
SIG	NI	Property Appraiser Certification   I certify	the taxab	le values al	oove are correct t	o the best of my knowled	dge.	
HER		Signature of Property Appraiser:			Date :			
	Electronically Certified by Property Appraiser				6/29/2018 1:5	4 PM		
SECTI	ECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.							
6. If th	e ar	mount to be paid to the redevelopment trust fund IS BA	SED on a s	specific pro	portion of the tax	increment value:		
6a. Er	6a. Enter the proportion on which the payment is based.					95.00 %	(6a)	
6b. D	6b. Dedicated increment value (Line 3 multiplied by the percentage on Line 6a)  If value is zero or less than zero, then enter zero on Line 6b			ба)	\$	23,050,946	(6b)	
бс. Ai	moı	unt of payment to redevelopment trust fund in prior year	ar		\$	10,874	(6c)	
7. If th	e ar	mount to be paid to the redevelopment trust fund IS NO	OT BASED	on a specifi	c proportion of th	ne tax increment value:		
7a. Ar	mol	unt of payment to redevelopment trust fund in prior year	ar		\$	0	(7a)	
7b. Pr	ior	year operating millage levy from Form DR-420, Line 10			0.000	0 per \$1,000	(7b)	
7c. Ta	ine :	levied on prior year tax increment value 5 multiplied by Line 7b, divided by 1,000)			\$	0	(7c)	
7d. Pr	ior :	year payment as proportion of taxes levied on incremer 7a divided by Line 7c, multiplied by 100)	nt value			0.00 %	(7d)	
7e. De	edic	tated increment value (Line 3 multiplied by the percentage from the percentage of th	ge on Line <mark>e 7e</mark>	7d)	\$	0	(7e)	
	_		lculations,	millages an	d rates are correct	to the best of my knowled	dge.	
S	S	ignature of Chief Administrative Officer :			Date :			
G	1	itle:		1	ame and Contact			
N	_ [	David Persaud		David Per	suad, CHIEF FINA	NCIAL OFFICER		
H E R E		Nailing Address :		Physical Address : 1212 GEORGE JENKINS BLVD				
		ity, State, Zip :		Phone Nu	mber:	Fax Number :	-	
	L	AKELAND, FL 33815		86332713	03	8633271343		

Print Form

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

Year	:	2018	County:	nty: POLK				
		l Authority: ND AREA MASS TRANSIT DIS	Taxing Aut		ASS TRANSIT DIS			
		nity Redevelopment Area : vn CRA	Base Year 2000	•				
SECTI	101	I : COMPLETED BY PROPERTY APPRAISER	-1					
1. C	urr	ent year taxable value in the tax increment area			\$	641,222,857	(1)	
2. B	ase	year taxable value in the tax increment area			\$	313,768,148	(2)	
3. C	urr	ent year tax increment value (Line 1 minus Line 2)			\$	327,454,709	(3)	
4. P	rio	year Final taxable value in the tax increment area			\$	590,120,675	(4)	
5. Pi	5. Prior year tax increment value (Line 4 minus Line 2)			\$	276,352,527	(5)		
SIG	N	Property Appraiser Certification     certify	the taxable	values ak	oove are correct t	o the best of my knowled	dge.	
HER		Signature of Property Appraiser:			Date :			
	Electronically Certified by Property Appraiser				6/29/2018 1:5	4 PM		
SECTI	ECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.							
6. If th	e a	mount to be paid to the redevelopment trust fund IS BA	ASED on a sp	ecific pro	portion of the tax	cincrement value:		
_	6a. Enter the proportion on which the payment is based.					95.00 %	(6a)	
6b. D	6b. Dedicated increment value (Line 3 multiplied by the percentage on Line 6a)  If value is zero or less than zero, then enter zero on Line 6b			1)	\$	311,081,974	(6b)	
бс. Д	mo	unt of payment to redevelopment trust fund in prior yea	ar		\$	131,542	(6c)	
7. If th	e a	mount to be paid to the redevelopment trust fund IS NC	OT BASED or	a specific	c proportion of th	ne tax increment value:		
7a. Ar	mo	unt of payment to redevelopment trust fund in prior yea	ar		\$	0	(7a)	
7b. Pr	ior	year operating millage levy from Form DR-420, Line 10			0.000	0 per \$1,000	(7b)	
7c. Ta	ine	s levied on prior year tax increment value 5 multiplied by Line 7b, divided by 1,000)			\$	0	(7c)	
/ (Li	ine	year payment as proportion of taxes levied on incremer 7a divided by Line 7c, multiplied by 100)			_	0.00 %	(7d)	
7e. De	edi	cated increment value (Line 3 multiplied by the percentage for the percentage of the following the f	ge on Line 7d <mark>e 7e</mark>	<del>1</del> )	\$	0	(7e)	
			lculations, m			to the best of my knowled	dge.	
S	2	signature of Chief Administrative Officer :			Date :			
G N	- 1	Title : David Persaud			ame and Contact suad, CHIEF FINA			
H E R E	1	Mailing Address :		Physical Address : 1212 GEORGE JENKINS BLVD				
C	(	City, State, Zip :	P	hone Nur	mber:	Fax Number :		
		LAKELAND, FL 33815	8	36332713	03	8633271343		

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 11, 2018 AGENDA ITEM #5b

Agenda Item: May 31, 2018 LAMTD Monthly Financial Statement

FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

Summary: The Interim Financial Statement covers a period of less than

one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial

statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with

the budget.

Attachments: See Attachments

# Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date May 31, 2018 FY 2017-2018

# Year to Date May 31, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	67%	\$6,918,000	\$6,888,512	100%	\$10.4 Million
Expenses YTD	67%	\$6,918,000	\$6,009,912	87%	\$10.4 Million

#### **REVENUES:**

The total revenues realized year-to-date through May 31, 2018 totaled \$6.9 million or 100% of the YTD budget.

- Farebox revenues reflect \$447,390 or 100% of budgeted revenues through May 31, 2018.
- Contract revenues totaled \$97,380 or 75 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 68% of the budget for RAMCO and GEICO. RAMCO payment of \$93,000
   received and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect revenue of \$4.3 million or 99% of the Tax Levy. The total budgeted revenues are \$4.382 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1<sup>st</sup>, each year. Discounts for early payments are as follows:

- ➤ 4% discount is allowed if paid by November
- 3% discount is allowed if paid by December
- > 2% discount is allowed if paid by January
- ➤ 1% discount is allowed if paid by February

Taxes become delinquent on April 1<sup>st</sup> of each year. The District normally receives 90% of property taxes by May of each year.

- Florida DOT operating grants \$1.5 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The year-to-date revenues totaled \$126,813.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized. The year-to-date revenues totaled \$1.1 million.
- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants and then the remaining 50% was released. The District has begun the draws for the grants.
- Advertising income totaled \$94,240 over the budget.
- The Support cost reimbursement revenue totaled \$285,330 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

# Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date May 31, 2018 FY 2017-2018

# **EXPENSES:**

The total expenses year-to-date through May 31, 2018 totaled \$6.0 million or 87% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of May 31, 2018, these expenses totaled \$4.09 million or 93% of the budget of \$4.4 million and is under budget.
- Professional and Technical Services expenses totaled \$200,310 of the YTD budget; a favorable variance.
- Other services expenses totaled \$84,864 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$357,894 YTD, under budget.
- Materials and supplies totaled \$541,795 over budget by \$70,328. This unfavorable variance is due to removing the obsolete inventory totaling \$197,648. This is due to several buses (aged 1999-2008) that have been replaced. The obsolete parts were auctioned for \$27,500.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Misc. expense and office expense are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually. The overage of \$46,000 is due to the Property Tax Commission.

Other remaining expenses are under the YTD budget through May 31, 2018

## **CHANGE IN FINANCIAL CONDITION**

Based on the year-to-date budget-to-actual variances through May 31<sup>st</sup> the financials reflect a favorable actual variance of \$.9 million with 67% of the fiscal year.

	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS												
		9/30/17	9/30/16	9/30/15	9/30/14	9/30/13							
1. Farebox Re	ecovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%							
2. Cost per re	evenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84							
3. Revenue H	ours	142,189	139,228	103,550	117,008	116,422							
4. Fuel Cost (	\$)	\$834,971	\$757,485	\$847,360	\$1,316,739	\$1,367,289							
5. Ridership		1,346,211	1,393,620	1,424,965	1,647,010	1,638,470							

<sup>\*</sup> Total 10.04%, LAMTD 14.80%, PCTS 2.26%



# LAKELAND AREA MASS TRANSIT DISTRICT FY 2017 MONTHLY FINANCIAL STATEMENT

# MONTH OF May 2018

		Month			YTD							A					
		Actual			Budget		Variance			Actual		Pudgot		Variance		App	roved Annual Budget
			Actual		Buaget		\$'s	%		Actual		<u>Budget</u>		\$'s	%		Buaget
REVENUES:	Account	1.														١.	
R4	Farebox/Pass Sales	\$	- , -	\$	,		6,240	11%		,	\$	446,667		722	0%	\$	670,000
R6	Contract Income (UAP)	\$	11,621	\$	16,250	\$	(4,629)	-28%		97,378	\$	130,000	\$	(32,622)	-25%	\$	195,000
R3	Other Contract Revenue	\$	- 044	\$	24,453	\$	(24,453)	-100%	\$	133,551	\$	195,627	\$	(62,076)	-32%	\$	293,440
R5 R7	Miscellaneous Income	\$	314	\$ \$	1,050	\$	(736)	-70%	\$	35,582		8,400	\$	27,182	324% 7%	\$ \$	12,600
R8	Advertising Revenue	\$	85 12 641	\$	11,000 1,667	\$ \$	(10,915) 10,974	-99% 658%	\$ \$	94,242 83,004		88,000 13,333	\$ \$	6,242 69,670	523%	\$	132,000 20,000
R9	Investment/Interest Income (net) Ad Valorum Income, net	\$	12,641 29,683	Ф \$	365,197	\$	(335,514)	-92%	\$	4,341,212	\$	2,921,573	Ф \$	1,419,638	49%	\$	4,382,360
R10	FDOT Operating Grant	\$	29,003	\$	124,429	\$	(124,429)	-100%	\$	, ,	\$	995,433	\$	(868,620)	-87%	\$	1,493,150
R11	Federal Operating Grant	\$	1,118,076	\$	212.804	\$	905,272			-,	\$	1,702,433	\$	(584,357)	-34%	\$	2,553,650
R13	Cost Recovery	\$	2,106	\$	417		1,690	406%		46,827		3,333		43,494	1305%	\$	5,000
R17	•	\$	2,100	\$		\$	•	-100%	\$			=		•		\$	151,000
	City of Lakeland	1 '	-		,	•	(12,583)			79,106		100,667		(21,561)	-21%		*
R1	Bartow Express	\$		\$		\$	(3,274)	-100%	\$	-		26,193	\$	(26,193)	-100%	\$	39,290
R2	PCTS - Support Cost Reimb.	\$	35,667	\$	35,796	\$	(129)	0%	\$	285,333	\$	286,367	\$	(1,033)	0%	\$	429,550
	Reserve		4 070 000	۱ 🛦	204 752		407.540			0.000.540	•	2 242 227	•	(00.544)			10.077.010
TOTAL REVE	<u>NUES</u>	\$	1,272,266	\$	864,753	\$	407,513	47%	\$	6,888,512	\$	6,918,027	\$	(29,514)	0%	<u>\$</u>	10,377,040
ELIGIBLE EX			40= 040	•		•	0- 4-0	000/	•		•		•	(400.044)	=0/		=
1	Salaries	\$	467,840	\$	,	\$	97,176	26%	\$	, ,	\$	2,965,307		(162,041)	-5%	\$	4,447,960
2	Employee Benefits	\$	173,696	\$		\$	(5,910)	-3%	\$	, - ,	\$	1,436,847		(151,997)	-11%	\$	2,155,270
3	Advertising Fees	\$	,	\$	1,325	\$	(220)			18,062		10,600	\$	7,462	70%	\$	15,900
4	Professional & Techinical Ser	\$	,	\$	*	\$	(14,044)	-46%	\$	200,310		246,333		(46,024)	-19%	\$	369,500
5	Contract Maintenance Services	\$	,	\$	-,	\$	(1,768)	-20%	\$	57,150		70,400		(13,250)	-19%	\$	105,600
6	Other Services	\$	5,380	\$	4,446	\$	934	21%	\$	84,864		35,567	\$	49,297	139%	\$	53,350
7	Fuel & Lubricants	\$	54,864	\$	,	\$	4,589	9%	\$	357,894	\$	402,200	\$	(44,306)	-11%	\$	603,300
8	Freight	\$	409	\$	800	\$	(391)	-49%	\$	5,054	\$	6,400	\$	(1,346)	-21%	\$	9,600
9	Repairs & Maintenance	\$	(4)		3,825	\$	(3,829)	-100%	\$	-,	\$	30,600	\$	(25,150)	-82%	\$	45,900
10	Materials & Supplies	\$	48,013	\$	58,933	\$	(10,920)	-19%	\$	541,795	\$	471,467	\$	70,328	15%	\$	707,200
11	Utilities/Telephone	\$	14,918	\$	9,933	\$	4,985	50%	\$	83,313	\$	79,467	\$	3,846	5%	\$	119,200
13	Liab & Prop Damage Insurance	\$	22,361	\$	22,667	\$	(306)	-1%	\$	179,725	\$	181,333	\$	(1,609)	-1%	\$	272,000
14	Other Coporate Insurance	\$	-	\$	167	\$	(167)	-100%	\$	-	\$	1,333	\$	(1,333)	-100%	\$	2,000
15	Dues & Subscriptions	\$	249	\$	3,823	\$	(3,574)	-93%	\$	12,459	\$	30,580	\$	(18,121)	-59%	\$	45,870
16	Education/Training/Meeting/Travel	\$	10,083	\$	8,250	\$	1,833	22%	\$	50,475	\$	66,000	\$	(15,525)	-24%	\$	99,000
17	Service Charges	\$	1,693	\$	2,142	\$	(449)	-21%	\$	12,834	\$	17,133	\$	(4,300)	-25%	\$	25,700
18	Office Expense	\$	2,307	\$	6,417	\$	(4,109)	-64%	\$	45,278	\$	51,333	\$	(6,055)	-12%	\$	77,000
19	Advertising & Promotions	\$	-	\$	2,083	\$	(2,083)	-100%	\$	-	\$	16,667	\$	(16,667)	-100%	\$	25,000
20	Miscellaneous Expenses	\$	411	\$	5,271	\$	(4,860)	-92%	\$	36,180	\$	42,167	\$	(5,986)	-14%	\$	63,250
21	Property Appraiser/Tax Collector Comm	\$	594	\$	12,083	\$	(11,490)	-95%	\$	142,757	\$	96,667	\$	46,091	48%	\$	145,000
22	LDDA, CRA Contributions	\$	-	\$	13,833	\$	(13,833)	-100%	\$	-	\$	110,667	\$	(110,667)	-100%	\$	166,000
23	Capital Expenditures/ Debt Service	\$	11,014	\$	56,717	\$	(45,702)	-81%	\$	88,196	\$	453,733	\$	(365,537)	-81%	\$	680,600
24	Bad Debt	\$	-	\$	167	\$	(167)	-100%	\$	-	\$	1,333	\$	(1,333)	-100%	\$	2,000
25	Restricted Contingency	\$	-	\$	11,737	\$	(11,737)	-100%	\$	-	\$	93,893	\$	(93,893)	-100%	\$	140,840
	BLE EXPENSES:	\$	838,713	\$	864,753	\$	(26,040)	-3%		6,009,912	\$	6,918,027	\$	(908,115)	-13%	\$	10,377,040
NET REVENU				· <del>-</del>		<u>.</u>	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,3		,,	÷	, -,-	<u> </u>	, , , , ,	1070	<u> </u>	
	(UNDER) EXPENSES	\$	433,553	\$	_	¢	433,553		\$	878,600	\$	_	\$	878,600		\$	_
	TOTALLY EXILITORS	<del>"</del>	700,000	Ψ		Ψ	700,000		Ψ	070,000	Ψ		Ψ	010,000		Ψ	

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 11, 2018 AGENDA ITEM #5c

Agenda Item: May 31, 2018 Financials for Polk County Transit Services

Contract – FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

Summary: The Interim Financial Statement covers a period of less than

one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial

statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with

the budget

Attachments: See Attachments

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 11, 2018 AGENDA ITEM #5c

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of May 31, 2018
Year to Date Report
Percent of FY Reported (67%)

# **Revenues**

- ➤ The revenues totaled \$3.7 million or 99% of the year-to-date budget.
- ➤ The FTA grant drawdown reflects \$.81 million or 67% of the grants.
- Fare Revenues totaled \$103,470 or 125% of the year-to-date budget.
- ➤ The Polk County (City Contributions Fair Share) totaled \$335,540.
- ➤ The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.63 million through May 31, 2018.

# **Expenses**

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$3.5 million or 94% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.1 million or 88% of the YTD Budget.
- ➤ Operating expenses totaled \$.84 million or 84% of the YTD Budget.
- ➤ The contract services are for contractual cost for the Lynx contractual services totaled \$607,000 over budget by 54%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.

# Lakeland Area Mass Transit District Financial Statement Polk County Contract Month of May 2018

# Revenue

							Percent	
		nual Budget	Y1	TD Budget	Υ	ΓD Actual	Expended	
Revenues	1					ĺ		
County Match	\$	1,661,780	\$	1,107,853	\$	1,633,920	147%	
Other Contract Revenue - County	\$	-			\$	100,842	100%	
City Contribution	\$	208,080	\$	138,720	\$	335,542	242%	
County Contribution - PCTS	\$	298,920	\$	199,280	\$	-	0%	
Fares	\$	124,000	\$	82,667	\$	103,469	125%	
FDOT Block Grants:								
GO924 - WHAT/ADA	\$	613,660	\$	409,107	\$	235,983	58%	
JARC AQ379	\$	93,470	\$	62,313	\$	-	0%	
RURAL AQR07	\$	800,570	\$	533,713	\$	472,924	89%	
FTA								
FTA 5307 Grant	\$	1,813,690	\$	1,209,127	\$	805,358	67%	
Total	\$	5,614,170	\$	3,742,780	\$	3,688,038	99%	

# **Expenses**

<u> </u>										
							Percent			
	Ann	ual Budget	Υ	TD Budget	Υ	TD Actual	Expended			
Labor	\$	3,512,900	\$	2,341,933	\$	2,055,362	88%			
Contract	\$	594,000	\$	396,000	\$	606,526	153%			
Operating	\$	1,507,270	\$	1,004,847	\$	1,094,226	109%			
Total	\$	5,614,170	\$	3,742,780	\$	3,756,114	100%			

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

July 11, 2018 AGENDA ITEM # 5d

Agenda Item: Ultra Low Sulfur Diesel Fuel (Bulk Fuel)

and Regular Unleaded 87 Octane Gasoline.

Presenter: David Persaud, CFO

Recommended

Action: Recommend Board approve award of Contract #18-014

for Ultra Low Sulfur Diesel Fuel and Regular Unleaded Fuel to Mansfield Oil Company and Palmdale Oil

Company, each for a one (1) year base term.

Anticipated

Funding Source: State Block Grant

Summary: On May 7, 2018 the District entered into a consortium

purchase with Pinellas Suncoast Transit Authority (PSTA), City of St. Petersburg (COSP), Hillsborough Transit Authority (HART), Hillsborough County Board of County Commissioners (HCBOCC), and the Polk County Board of County Commissioners (PCBOCC) for the purchase of No. 2 Ultra Low Sulfur Diesel Fuel and Regular Unleaded 87 Octane Gasoline. An Invitation for Bid (IFB), #30624, was issued by HART, legally

advertised and publicly posted on their website.

Twenty-four (24) firms received notification of the posting, with eight (8) timely offers received.

- Of the bids submitted for diesel fuel with transport truck deliveries (7,500 gallons) the firm of Mansfield Oil Company has been found to be a responsive responsible firm offering the best price at a rate of <\$0.0040> per gallon, <u>under</u> the OPIS (Oil Price Index Service) rack average. This price is <\$0.0019> lower than previously paid under the HART Fuel Consortium.
- Of the bids submitted for unleaded fuel with tank wagon deliveries (500 up to 4,000 gallons) the firm of Palmdale

# AGENDA ITEM # 4c – CONT.

Oil Company has been found to be a responsive responsible firm offering

• .the best price at a rate of \$0.1075 per gallon, <u>over</u> the OPIS (Oil Price Index Service) rack average. This price is \$0.0125 over that previously paid under the HART Fuel Consortium.

Attachments: Contract Award Analysis and Summary Sheets

#### Hillsborough Transit Authority (HART)

# CONTRACT AWARD ANALYSIS

# (Invitation for Bid)

# HART-IFB No. 30624 / LAMTD-No.18-014

# **Contract Information**

A. Description:

Regular Unleaded and Diesel Fuel

**B.** Contractor:

Palmdale Oil Company (unleaded) and Mansfield Oil (diesel)

C. Contract Number:

18-014(a) and 18-014(b)

D. Contract Amount:

Line 7 - OPIS Diesel Transport Truck Delivery Contract (LAMTD), Markup per

Gallon negative (\$0.0040).

Line 8 - OPIS Regular Unleaded 87 Octane Gasoline Tank Wagon Delivery

Contract (LAMTD), Markup per Gallon \$0.1075

E. Contract Type:

Indefinite Quantity/Indefinite Delivery

F. Term of Contract:

October 1, 2018 to September 30, 2019

**G. Funding Source:** 

State Grant GOV99, GOV71, and Local Funds

# **Solicitation Information**

H. Issue Date:

May 7, 2018

- I. Number of Notifications Sent: Twenty-four (24). The solicitation was posted on HART's website, Onvia Demand Star, and advertised in The Tampa Tribune and Hispanic Business Initiation Fund.
- J. Date and Time for Offer Receipt:

June 06, 2018, 3:30 p.m. Local Time

K. Timely Offers Received:

Eight (8)

- L. Bid Evaluation: Mansfield Oil Co. submitted the lowest, responsive bid for Line Item 7, Diesel Fuel via OPIS (Transport Truck Delivery) and Palmdale Oil Company submitted the lowest, responsive bid for Line Item 8, Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery). The bids were found responsive to the solicitation requirements.
- M. Price Review: Prices were determined to be fair and reasonable based on a comparison to other offers received. As show by the top four of eight offerors displayed below.

Please note: Polk County BoCC pricing also displayed (line items 13 and 16) to validate the fair and reasonable comparison.

IFB-30624 BID TABULATION FUEL PURCHASES MADE 10/1/2018 - 9/30/2019  Line Description		Env#1	Env #1 Env #2 Env #4 Env #5		Env#5		
		Patroleum PAPCO Traders		Palmdale Oil Co.	Mansfield Oil Co.	FY-18 MARK UP	Difference
		Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon		
	**OPTION** 12-MONTH TERM - LAN	MTD - July 11, 80D	PARTICIPATION	CONFIRMED*		L	MTD
7	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	0.0066	0.0103	0.0108	(0.0040)	(0.0021)	(0.0019)
8	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	NO BID	NO BID	0.1075	NO BID	0.095	0.0125
-	**OPTION** 12-MONTH TERM - PCBOO	NO BOD REQUIR	ED-*PARTICIPAT	HON CONFIRMED*		PY	BOCC
13	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	0.0125	0.0166	0.0108	0.0100	0.0054	0.0046
16	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	NOBID	NO BID	0.1075	0.2458	0.1200	(0.0125)

N. Determination of Responsibility: Palmdale Oil Company has been incorporated in the state of Florida for over 30 years. Mansfield Oil Company has been incorporated in the state of Georgia for over 35 year. They are not on the federal government's debarred /suspended list

(<a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>), nor do they appear on the State of Florida List of Convicted/Suspended/Discriminatory Vendor list:

(http://www.dms.myflorida.com/business operations/state purchasing/vendor information/convicted s uspended discriminatory complaints vendor lists). A responsibility review was conducted for both firms, including a review of their financial and legal capacity to contract with HART.

O. Determination and Recommendation: The bids submitted by Palmdale Oil and Mansfield Oil, were responsive to the solicitation requirements. In addition, the firms have been deemed a responsible vendor and are, therefore, eligible for award.

Prepared:

Contracts Specialist

Reviewed and Approved: \_\_Chief Financial Officer

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 5e

Agenda Item: FY 2018 Florida Department of Transportation

(FDOT) Park and Ride Grant Application and

corresponding resolution.

Presenter: David Persaud, CFO

Recommended

Action: Recommend approval of resolution, grant submission and

subsequent award

Summary: The State Park and Ride Program under FDOT provides

funding for the installation of park and ride facilities. This current year's application is for the construction of restrooms, an electric car charging station, ADA compliant water fountain, bike lockers, and an aluminum awning. Total amount of application is \$161,998. This project is subjected to a 50/50 match requirement in local

funds.

Funding: Funding proved by the Florida Department of

Transportation is \$80,999 with a match requirement of \$80,999. This will be included in the LAMTD 2019-2020

budget.

Attachments: Resolution

**Recipient Name:** Lakeland Area Mass Transit District.

**General Manager or** 

**Agency Director:** Tom Phillips, CEO 1212 George Jenkins Blvd. Lakeland Fl. 33815

TPhillips@ridecitrus.com 863-327-1302

**Contact information:** Rodney Wetzel, Senior Planner 1212 George Jenkins Blvd.

Lakeland Fl. 33815. rwetzel@ridecitrus.com 863-327-1330

**Project Title and Description:** Gow B Fields Park and Ride Lot. Park and Ride improvements

that include bike racks and lockers, public restrooms with an ADA drinking fountain, aluminum awning for cover, and one charging

station for electrical vehicles.

**Project Type and Duration:** This project is for the improvement to a newly constructed Park

and Ride lot. This project will take a total of 11 months after award

date to complete

**Project Location and Service Area:** US 98 at the intersection of Pyramid Road just south of the

I-4 interchange in Lakeland Florida. LAMTD's service area is all

of Polk County.

Florida Department of Transportation District: One

# **Prior Florida Department of Transportation Funding:**

- 1. Construction of the Park and Ride consisted of funding from the Florida Department of Transportation (FDOT) at \$750,000, \$33,730 from FTA 5309 funding and a local contribution of \$75,410 from LAMTD. The 2017-2018 FDOT award of \$19,240 and the \$19,240 in local funds will be utilized to install the remaining shelters
- **2.** The \$750,000 dollars construction and the \$19,240 for additional shelters for this lot is the only funds received from FDOT for this type of project.

# **Project Objectives:**

The first objective of the request is to increase the use of public transit and multimodal usages for this location

#### **Milestone One**

Installation of bike racks and bike lockers

Justification: According to a Rutgers University's Integrating Bicycling and Public

Transport in North America "Coordinating bicycling with public transport is mutually beneficial, enhancing the benefits of both modes and encouraging more bicycling as well as more public transport use.

This allows opportunities for those wishing to ride their bikes for connecting to bus routes and car pools to keep their investment safe and secure. Rutgers goes on to say, "Unattended bike lockers are the main form of secure bike parking at North American public transport stops. Of the 56 large, American and Canadian transit systems surveyed by the Transportation Research Board (2005), 14 systems provided bike lockers at some of their rail and bus stops."

# **Milestone Two**

Installation of an electronic car charging station.

Justification: This will promote the use of public transportation and carpooling for those individual who own electronic vehicles. Cities across the county are looking for ways to merger EV to public transportation. In research conducted by American Cornell University "Ten percent increase in the number of charging stations per million inhabitants will result in 10.8 percent increase in electric car market share within a given city,"

# The second objective is make public transit and multimodal options safe to potential riders.

#### **Milestone One**

The construction of a public restroom

Justification: The installation of public restroom effects a wide range of issues.

The first issue is that of public safety and health. Car pools and public transit can result in long travel times without the opportunity to use a bathroom. This includes the public as well as staff. Many individuals also utilize public transportation in a family unite with small children accompanying adults. According to *The Statement Magazine* "People who have to plan their activities or schedules around their toileting needs are frequent users of public toilets. They include the elderly, parents with small children, people with certain disabilities, people with a range of medical conditions, and workers whose jobs involve driving (and these groups are not mutually exclusive). Inability to find or use toilets when outside the home also has implications for bladder, bowel or kidney health when people are forced to "hold on", or can result in embarrassing accidents. Incontinence has a profound effect on people's social and psychological wellbeing." Without options, some commuters may result to public urination or worse.

The second effect is on the ability to provide a multimodal approach, as long distance bus carriers like Greyhound, who would like to utilize the facility, are hesitant because of the lack of restrooms.

# **Milestone Two**

The installation of an ADA compliant drinking fountain.

Justification: For those individuals who walk, run or bike to a park and ride lot to access public or shared transportation, the Florida sun can be brutal. The convenience of a public drinking fountain to take a drink or refill water bottles will aid in the prevention of dehydration. According to John Hopkins University "Under normal conditions, we all lose body water daily through sweat, tears, breathing, urine, and stool. In a healthy person, this water is replaced by drinking fluids and eating foods that contain water. When a person becomes so sick with fever, diarrhea, or vomiting, or if an individual is overexposed to the sun and not drinking enough water, dehydration occurs. This is caused when the body loses water content and essential body salts, such as sodium, potassium, calcium bicarbonate, and phosphate"

#### **Milestone Three**

The addition of an aluminum awning

Justification: This addition will provide shade and protection from the elements. While bus shelters offer some shade and protection from rain, during extreme weather, these can fill quickly and even these provide no protection for those individuals boarding or exiting the bus. This becomes an even bigger issue for the elderly and the non-ambulatory. Addition time of exposure is due in large part to the extra time it takes for them, utilizing a lift or ramp, to make their way on/off the bus. According to a study conducted by the Center for Urban Transportation at the University of South Florida Safer Stops for Vulnerable Customers "In addition to its practical function as a location of waiting for, boarding, and alighting the bus, the transit stop may also serve unintentionally as a public relations liaison of sorts within the community. The physical condition of the stop and its amenities contribute to the image of the local transit agency as well as the safety and security of public transportation in general." This park and ride, due to its location along 98 and I-4 will be the most visible location to local and state-wide commuters in the county. According to the Park-and-Ride Facilities Study (page 2-3) "Atmosphere – For determining the success of a park-and-ride lot, atmosphere may be the most critical factor. This includes safety and environment, both perceived and real. Lots located in areas perceived safe for both the parker and his vehicle are more frequently used."

# **Project Initiation / Milestone or Progress / Completion Dates:**

**July 2019**: RFP with the approval of FDOT for construction will be completed with a 30 day response time from eligible bidders.

**September 2019:** Completion of RFP submittal reviews, DBE/Certification and Assurance and SAM requirements. Concurrence with FDOT on contract award. RFP award

October 2019: Proceed to work submitted with opening conference

**November 2019:** All required permits obtained and the start of construction.

**April 30<sup>th</sup> 2019:** All construction and FDOT inspection completed with invoicing submitted to LAMTD

May 30<sup>th</sup> 2019: All invoices submitted to FDOT with close out request.

# **Operational Responsibilities:**

The operational responsibilities of this project with be under LAMTD's Project Manager Philip Ditta. Philip has a vast knowledge of construction and will take the lead on the project to completion. All maintenance and cleaning of the location is currently the responsibility of the LAMTD facility maintenance department.

# **Financial Responsibilities:**

LAMTD is requesting 50% funding form the FDOT for this project with the understanding that LAMTD will provide 50% in local funding.

# **Planning Requirement:**

According to the 2013 Park-and-Ride Facilities Study (page 3-1) "In regard to capital infrastructure, the Polk 2035 Long Range Transportation Plan (2035 LRTP), includes transportation improvements for Polk County to meet community short- and long-term needs. That plan identifies 11 potential locations for the construction of park-and-ride facilities." One of this is the I-4 and 98 location.

The Study goes on to state "In regard to transit service, the 2016-2020 transit service improvements, identified in the 2035 LRTP, also indicates the need to offer express bus service on I-4 corridor to the Disney area near Orlando, to downtown Tampa, and to Plant City. The 2013-2022 TDP Needs Plan also includes the implementation of another local bus service in this area to serve Polk City with a connection to the proposed park-and-ride facility. These transit services will benefit from a park-and-ride facility as potential park-and-ride users can utilize these transit services to fulfill their transportation needs.

# **Criteria for Success:**

According to the FDOTs level-of-use criteria, the park and ride will be evaluated by the 60% occupancy rate average. To make the location multi-modal these requested funds will provide required amenities not available in the first round of funding. With the addition of bike racks and bike lockers, bike riders will be able to utilize the facility knowing that their investment is safe and secure. Because this is a new facility there will be no base line data to show increase in bike-transit correlations, however it is feasible to use the same 60% average usage of racks and lockers that is associated with parking spaces. The inclusion of bathrooms will assure the use of the park and ride by Greyhound, this can only be measured by an agreement between LAMTD, FDOT and Greyhound. The last element to measure will be the ridership (Boarding) associated with this location.

As stated on page 8-3 for the *My-Ride* 2013 TDP for Polk County "Build new park-and-ride facilities – Park-and-ride facilities will be used primarily to support the proposed express bus services in the plan. Based on the number of express routes and their routing alignment, six park-and-ride facilities are included in this plan. One of those facilities has been constructed, and a second is in a planning stage. It is important to note that several of these facilities are being targeted for future expansion and possible development into larger intermodal facilities. These intermodal facility locations include the Posner Center, the Florida Polytechnic campus, and a possible intermodal facility in Bartow." The first of these locations to be completed was the location at I-4 and US 98. This request is for enhancements to this project. Being the first of these I-4 corridor locations with such high visibility, it sets the overall perception of Polk County, Public Transportation and the FDOT.

According to the FDOT Manual, there are several major impacts from the implementation of a new park-and ride facility, which include reduced vehicle miles of travel (VMT), reduced

vehicle emissions, reduced fuel consumption, and reduced travel time. These effects are achieved through two mechanisms. The first one represents the direct reduction of removing vehicles from the roadway network. Removing vehicles produces reductions in both vehicle trips and vehicle miles of travel (VMT). Second, there are indirect impacts of reduced congestion levels produced by removing vehicles from the roadways connecting park-and-ride facilities with destination areas.

#### **Project Linkage(s):**

- 1. This park and ride lot is located along the State Corridor Project funded by FDOT with a 50 percent matching consisting of LAMTD ad valorem tax. The other two routes with connections to this location are funded by the FTA 5307 with a 50% matching funds of LAMTD ad valorem tax
- 2. This location is just off the I-4 corridor. According the 2013 Park-and-Ride Facilities Study (page 1-1) "The I-4 corridor is ideally suited to support park-and-ride facilities in Polk County as it serves as the major transportation corridor connecting Polk County to Hillsborough County, Osceola County, and Orange County." Study (page 2-6) goes on to say "Access A site must be easily and directly accessible by both automobiles and transit vehicles where transit service is planned. Lots should not divert commuters more than ½ to ¾ miles out of their normal travel path."
- 3. This project benefits other transit systems as well as LAMTD. Greyhound has shown a strong interest in this location pending the installation of public restrooms. This will provide service connections to interstate travel, rail and air. While there is not currently a public transportation connection with HART out of Hillsborough County there are connections to Osceola, Lake and Orange County's. With its prime location, car poolers that travel to any of these three counties for employment can park and share a ride.
- 4. The marketing team at LAMTD has a long history of collaborating with commuter services. They have co-hosted events to make sure that commuters are registered and reporting trips.

#### **Sample Project Budget:**

COST ITEM	TOTAL PROJECT COST	VALUE OF ROW DONATION	NET PROJECT COST	STATE SHARE
Restrooms	\$120,000	N/A	\$120,000	\$60,000
ADA Water Fountain	\$3,000	N/A	\$3,000	\$1,500
Charging Station	\$8,000	N/A	\$8,000	\$4,000
Bike Lockers	\$9,676	N/A	\$9,676	\$4,838
Aluminum Awning	\$19,473	N/A	\$19,473	\$9,736.50
Trash Cans	\$1,849	N/A	\$1,849	\$924.50

Total	\$161,997	\$0	\$161,997	\$80,999

This budget is set up to be scalable depending on the amount of funds available and arranged by areas of preference.

## **RESOLUTION 18-05**

A RESOLUTION of the Lakeland Area Mass Transit District authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

WHEREAS, Lakeland Area Mass Transit District has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

## NOW, THEREFORE, BE IT RESOLVED BY THE Lakeland Area Mass Transit District:

- 1. This resolution applies to State Discretionary Transit Service Development under Chapter 341.051, Florida Statutes,
- 2. The submission of a grant application(s), supporting documents, and/or assurances to the Florida Department of Transportation is approved
- 3. The Executive Director, Tom Phillips, is authorized to sign the application, accept a grant award, and enter into, modify or terminate any subsequent award contract or agreement related to this grant application unless specifically rescinded.

## **DULY PASSED AND ADOPTED THIS** July 11, 2018

		By:
		(Signature)
ATTEST:		Phillip Walker, Chairman of the Board Lakeland Area Mass Transit District
	(seal)	

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 5f

Agenda Item: FY 2018-19 Florida Commission for Transportation

Disadvantaged (CTD) agreement between the District

and Polk County TPO for planning services.

Presenter: David Persaud, CFO

Recommended

Action: Recommend approval of the agreement between the

District and the Polk County Transportation Planning Organization (TPO) for the provision of planning

services.

Summary: The State Commission for the Transportation

Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source. This is a one-time agreement since the planning funds were inadvertently remitted to the District. This agreement will provide the framework for the CTD to remit funds to the District and

the District remitting funds to the Polk County TPO.

Funding: The total amount of the agreement is \$33,251. The CTD

will fund \$33,251 as a pass-through fund for required

TPO planning services.

Attachments: Agreement

#### SAMPLE

## Local Transportation Disadvantaged Program Administrative Support Agreement

This Agreement, effective as of July 1, 2018, (the "Effective Date"), by and between \_Lakeland Area Mass Transit District, the Commission for the Transportation Disadvantaged Community Transportation Coordinator (hereinafter "Coordinator") and

Polk County TPO, the Commission for the Transportation Disadvantaged Designated Official Planning Agency (hereinafter "Planning Agency").

WHERAS, the Planning Agency has the authority to enter into this agreement and to undertake the Project hereinafter described, and the Coordinator has been granted the authority to carry out responsibility of the Commission for the Transportation Disadvantaged (CTD) which includes local program administrative support functions and other responsibility identified in Chapter 427, Florida Statutes, or rules therefore;

NOW, THEREFORE, in consideration of the mutual covenant, promises and representations herein, the parties agree as follows:

### **Purpose of Agreement**

This Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as required by the Commission for the Transportation Disadvantaged Local Program Administrative Assistance Grant, and as further described in Exhibit(s) <u>A and B</u> attached and incorporated into this Agreement ("Project"), and, to state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

#### **Terms**

The term of this Agreement shall be for a period of one (1) year, effective July 1, 2018, through June 30, 2019. Expiration of this Agreement will be considered termination of the Project. Any work performed after the expiration date of this Agreement will not be compensated for by the Coordinator.

#### **Amendments and Extensions**

This Agreement may be amended upon mutual written agreement of the both parties. This Agreement shall not be extended or renewed.

#### **Assignments**

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Coordinator.

#### **Termination or Suspension of Project**

The Coordinator may, by written notice to the Planning Agency, suspend any and all of the Coordinator's obligations under this Agreement for the Planning Agency's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Coordinator will provide written notice outlining the particulars of such suspension.

The Coordinator may terminate this Agreement at any time before the date of completion if the Planning Agency is dissolved or if state funds cease to be available. In addition, the Coordinator or the Planning

Agency may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Coordinator or the Planning Agency shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

If this Agreement is terminated before performance is completed, the Planning Agency shall be paid only for eligible tasks and deliverables satisfactorily performed during the effective Project period.

### **Remedies and Disputes**

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party.

#### **Project Costs**

The estimated total cost of the Project is \$33,251. This amount is based upon the budget summarized in Exhibit B attached to this Agreement. Project funds may only be used by the Planning Agency to undertake local Transportation Disadvantaged program administrative support activities as further described in this Agreement. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

#### **Compensation and Payment**

The Coordinator shall pay the Planning Agency for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis. The amount of compensation for each completed task/deliverable is further described on Exhibit B, attached to this Agreement.

The Planning Agency shall submit invoices on a quarterly basis. Invoices and deliverables shall be submitted to:

<u>Lakeland Area Mass Transit District</u> 1212 George Jenkins Blvd Lakeland, Fl. 33815

When the Coordinator receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the Coordinator receives less than full payment, then the Coordinator shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the Coordinator without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the Coordinator of full or partial payment, the Coordinator shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related

costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

### Inspections

The Planning Agency shall permit, and shall require its contractors to permit, the Coordinator's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

#### **Project Records, Documentation and Records Retention**

The Planning Agency shall provide and maintain sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Coordinator were those which were promised. Such documentation and records should be maintained for five years from the ending date of the Agreement unless extended by the Coordinator.

The Coordinator reserves the right to unilaterally cancel this Agreement for failure by the Planning Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

#### **Indemnification and Insurance Requirements**

To the fullest extent permitted by law, the Planning Agency's contractor/consultant shall indemnify, and hold harmless the Coordinator, including the Coordinator's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this agreement.

#### **Non-discrimination of Persons With Disabilities**

The Planning Agency and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Planning Agency agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Planning Agency shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

## **Lobbying Prohibition**

No Planning Agency may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Planning Agency may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

#### **Public Entity Crimes**

No Planning Agency shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed

from the list pursuant to Section 287.133, Florida Statutes. The Planning Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Planning Agency. If the Planning Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Planning Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

### **Homeland Security**

Planning Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of 1) all new persons employed by the Planning Agency during the term of the grant agreement to perform employment duties within Florida; and 2) all new persons, including subcontractors, assigned by the Planning Agency to perform work pursuant to the contract with the Coordinator.

The Coordinator shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

## **Coordinator Not Obligated to Third Parties**

The Coordinator shall not be obligated or liable hereunder to any party other than the Planning Agency.

#### **How Contract Affected by Provisions Being Held Invalid**

If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

#### Venue

This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the Agreement and the Florida law, the laws of Florida shall prevail. The Planning Agency agrees to waive forum and venue and that the Coordinator shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties executed this agreement effective as of, though not necessarily executed on, the Effective Date.

Planning Agency:	Community Transportation Coordinator
BY:	BY:
TITLE:	TITLE:

## EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement, between Lakeland Area Mass Transit District, the Community Transportation Coordinator and Polk County TPO, the Planning Agency.

I. PROJECT LOCATION: Polk County(ies)

**II. PROJECT DESCRIPTION:** This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission for the Transportation Disadvantaged's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on June 30, 2019. Specific required tasks are as follows:

TASK 1: Weighted value = 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

**Deliverable:** Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30<sup>th</sup> of the current grant cycle.

TASK 2: Weighted value = 48%

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission for the Transportation Disadvantaged.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

- 1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
- 2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
- A current full and active membership of voting and non-voting members to the LCB. Any time
  there is a change in the membership, provide a current membership roster and mailing list of LCB
  members.

4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable**: LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

TASK 3: Weighted value = 5%

Provide at least one public workshop annually by each LCB, and assist the CTD, as requested, in cosponsoring public workshops. This public workshop <u>must</u> be held <u>separately</u> from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 4: Weighted value = 5%

Develop and annually update by-laws for LCB approval.

**Deliverable**: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 5: Weighted value = 5%

Develop, annually update, and implement LCB grievance procedures in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the CTD's Ombudsman Program.

**Deliverable**: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 6: Weighted value = 5%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the CTD.

**Deliverable**: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 7: Weighted value = 5%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the CTD no later than September 15th. Complete the AER, using the CTD approved form.

**Deliverable**: Completed AER in accordance with the most recent CTD's AER instructions.

TASK 8: Weighted value = 5%

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable**: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by Planning Agency representative. Electronic signatures are acceptable.

TASK 9: Weighted value = 5%

Planning Agency staff shall attend at least one CTD sponsored training, including but not limited to, the CTD's regional meetings or annual training workshop.

**Deliverable**: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

## EXHIBIT B PROJECT BUDGET

This exhibit forms an integral part of the Agreement, between Lakeland Area Mass Transit District, the Community Transportation Coordinator and Polk County TPO, the Planning Agency.

#### I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required deliverable, compensation shall be the total maximum limiting amount of \$33,251 for related program administrative support services in Polk County(ies). This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

Task 1 Task 2 Task 3 Task 4 Task 5 Task 6 Task 7 Task 8	17% 48% 5% 5% 5% 5% 5% 5%	\$5,652,67 \$15,960.48 \$1,662.55 \$1,662.55 \$1,662.55 \$1,662.55 \$1,662.55
Task 9	5%	\$1,662.55
TOTAL:	100%	\$33,251

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 6a

Agenda Item: Renewal of Peace River Center Contract

Presenter: Tim Darby

Summary: Upon approval the agreement shall commence on June 1,

2018, through and including June 30, 2019 and to automatically renew for two more years. The District will allow up to 300 participants being served by PRC in programs and services. The monthly rate to be charges to PRC by the District for the transit service will be

\$750.00.

Recommended

Action: Approval

### Peace River Center Universal Access Service Agreement

This Service Agreement is entered into this 11<sup>th</sup> day of July, 2018, by and among the Peace River Center for Personal Development, Inc. (hereinafter referred to as "PRC"), and the Lakeland Area Mass Transit District, an independent special taxing district (hereinafter referred to as the "District").

WHEREAS, PRC desires to provide up to 300 participants in chosen PRC programs and services the benefit of unlimited access to public transit; and,

WHEREAS, the District operates a public transit system which currently provides fixed route bus service in Polk County, and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. The term of this Agreement shall commence on July 1, 2018, through and including June 30, 2019.
- 2. The District will allow up to 300 participants being served by PRC in programs and services specifically listed in Exhibit A attached hereto, unlimited access for each fixed route transit trip when a participant shows appropriate identification. The District shall provide unlimited access to fixed route transit service for the eligible participants in accordance with the terms of this Agreement.
- 3. This Agreement shall terminate if PRC or the District provide written notice of intent to terminate this Agreement ("Termination Notice") to the other party hereto, ninety (90) days prior to termination of the service.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Centers where the particular bus is based. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.
  - 5. The monthly rate to be charged to PRC by the District for the transit service will be

\$750.00 to be paid to the District.

- 5. Invoices will be issued to PRC for the transit service and PRC shall pay within 30 days of receipt of the invoice.
- 6. PRC agrees to provide all participants in the selected programs and services with a photo identification card and will be responsible to ensure that only the selected participants have access to the photo identification cards to access the transit system.
- 7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County, and between the County and any other governmental authority including, without limitation, the City of Lakeland, the Polk Transit Authority, and the District.
- 8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply.
- 9. Failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the condition alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- 10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent

to:

PRC: Peace River Center

1239 E. Main Street P.O. Box 1559

Bartow, Florida 33831-1559 Designated Fax #: 863-519-0206

ATTN:

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815 ATTN: Tom Phillips

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of PRC. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of PRC.

14. This Agreement shall be construed in accordance with the laws of the State of Florida

and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

15. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

16. PRC specifically acknowledges and agrees that all District routes are public bus routes, and District does not owe a duty of care to any PRC passenger greater than the duty of care that the District owes to any non-PRC bus passenger. PRC shall defend, indemnify, and hold harmless District, and their commissioners, officers, employees, and agents from any claim, injury, damage, expense, (including court costs and reasonable attorneys fees), or loss to the extent that it arises from a claim that the District owes a duty of care to any participating PRC bus passenger greater than the duty of care that the District owes to any non-PRC bus passenger.

17. PRC and District agree that both parties shall comply with Florida's public records law to specifically include the following:

#### <u>Public Records</u>. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if PRC does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of PRC or maintain public records required by the public agency to perform the service. If PRC transfers all public records to the public agency upon completion of the contract, PRC shall destroy any duplicate public

records upon completion of the agreement, PRC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF PRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MIKE MEDINA, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1370, MMEDINA@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

18. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed.

PEACE	RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
Witnesses:	
	By:
Witnesses:	LAKELAND AREA MASS TRANSIT DISTRICT
	By:Phillip Walker, Board Chairman
	 Date:

Participating members in the following personal development programs chosen by PRC will be included in this Universal Access Service Agreement:

- Adult Case Management Services
- Club SUCCESS
- Psychosocial Rehabilitation Services
- Supported Housing Program
- Permanent Supportive Housing
- Vocational and Supported Employment Services
- Florida Assertive Community Treatment Team (FACT)
- Forensic Services
- Children's Case Management Services
- Children's Action Team (CAT)
- Wellness Clinic

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 6b

Agenda Item: PACE Center for Girls Service Agreement

Presenter: Tim Darby

Summary: Upon approval the agreement shall commence on July 1,

2018, through and including June 30, 2019 and to automatically renew for four more years. The District will allow up to 300 participants being served by PRC in programs and services. The monthly rate to be charges to PRC by the District for the transit service will be

\$250.00.

Recommended

Action: Approval

## Service Agreement Pace Center for Girls, Inc. and the Lakeland Area Mass Transit District

This Service Agreement is entered into as of the 11th day of July, 2018, by and among PACE CENTER FOR GIRLS, INC. (hereinafter referred to as "Pace") and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the "District").

WHEREAS, Pace desires to provide its students, and staff the benefit of unlimited access to public transit as a means of commuting to school and other activities; and,

WHEREAS, the District operates a public transit system which currently provides fixed route bus service to and around the Pace campus, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. The initial term of this Agreement shall be for a period of one (1) year commencing on July 1, 2018, through and including June 30, 2019. This Agreement will automatically renew for four (4) additional one (1) year terms without notice unless terminated by PACE or the District. Either party may terminate this Agreement without challenge by giving written notice at least 90 days in advance of the termination date.
- 2. This Agreement may only be amended by an instrument in writing signed by the parties hereto.
- 3. The District will allow up to 30 current Pace students, and all Pace staff unlimited access for each fixed route transit trip when the students, or staff show the appropriate Pace identification card. The District shall provide unlimited access to fixed route transit service for all current Pace students, and staff in accordance with the terms of this Agreement.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Centers where the particular bus is based on all days that the District provides service.

5. The monthly rate to be charged to Pace by the District for the transit service will be \$250.00 to be paid to the District and distributed by the District. In the event ridership for the transit service increases during any additional one (1) year term, compared to the ridership during the initial term, the monthly rate to be charged will increase based on the following schedule:

Incremental percentage increase in ridership	Additional monthly rate to be charged
20% - 29%	\$100.00
30% - 39%	\$100.00
40% - 49%	\$100.00
50% - 59%	\$100.00
60% - 69%	\$100.00
70% - 79%	\$100.00
80% - 89%	\$100.00
90% - 99%	\$100.00

For example, if ridership increases by 75% in any additional one (1) year term, compared to the ridership during the initial term, the total monthly rate to be charged would be \$850.00. If the ridership increases more than 99%, then the additional monthly rate of \$100.00 will be charged for each incremental percentage increase in ridership as set forth above. Based on the above, it is understood that the monthly rate to be charged will be \$250.00 for the initial term and the first additional one (1) year term. Any increase in the monthly rate would be charged during the second, third, or fourth additional one (1) year term.

- 6. Invoices will be issued each calendar month for the transit service. Pace shall pay within 30 days of receipt of the invoice.
- 7. Pace agrees to provide all current students, and staff with an identification card with an expiration date. Identification cards shall be distributed within 30 days of service implementation.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other

agreement between the District and any other governmental authority, including, without

limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk, and between

the County and any other governmental authority including, without limitation, the City of

Lakeland, the Polk Transit Authority, and the District.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with

which the District is obligated to comply.

10. Failure of any party to comply with any provision of this Agreement shall place that party

in default. Prior to terminating this Agreement, the non-defaulting party shall notify the

defaulting party in writing. The notification shall make specific reference to the condition

alleged to give rise to the default. The defaulting party shall then be entitled to a period of

fifteen (15) days from the date notification is received in which to cure the default. If said

default is not cured within the fifteen (15) day period, this Agreement may be terminated by the

non-defaulting party. The failure of any party to exercise this right shall not be considered a

waiver of such right in the event of any further default or non-compliance.

11. All notices, requests, demands and other communications which are required or may

be given under this Agreement shall be in writing and shall be deemed to have been duly given

when received if personally delivered; when transmitted if transmitted by telecopy, electronic

telephone line facsimile transmission or other similar electronic or digital transmission

method; the day after it is sent, if sent by recognized expedited delivery service; and five (5)

days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent

to:

PACE: Pace Center for Girls of Polk County

101 W. Main Street #140 Lakeland, Florida 33815

ATTN: Ellen Katzman, Executive Director

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, Florida 33805

ATTN: Tom Phillips

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- 12. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.
- 13. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals (except for the 4 additional automatic one year renewal terms referred to in paragraph 1), alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.
- 14. In the performance of this Agreement, the District will be acting in the capacity of independent contractors, and not as an agent, employee, partner, joint venture, or associate of Pace. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. The District, any of their employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Pace.
  - 15. This Agreement shall be construed in accordance with the laws of the State of Florida and

venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

16. In the event any litigation is instituted for the purpose of enforcing any provision of this Agreement, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses

incurred in connection with such litigation, including reasonable attorneys' fees at the trial level and in connection with all appellate proceedings.

- 17. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.
- 18. Pace and District agree that both parties shall comply with Florida's public records law to specifically include the following:

#### Public Records. District and Pace agree to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Pace does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Pace or maintain public records required by the public agency to perform the service. If Pace transfers all public records to the public agency upon completion of the contract, Pace shall destroy any duplicate public records upon completion of the agreement, Pace shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF PACE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PACE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

19. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

	PACE CENTER FOR GIRLS, INC.
	By:
Witnesses	Date:
	LAKELAND AREA MASS TRANSIS DISTRICT
	By:Phillip Walker, Chairman
Witnesses	Date:

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 11, 2018 AGENDA ITEM 6c

Agenda Item: Resolution 18-06 for the 4175 s. Pipkin road project

Presenter: Tim Darby

Summary: A resolution relating to district boundaries; approving an

enlargement of the district; including within the district certain territory in Lakeland, Florida, located at 4175 s. Pipkin road, Lakeland, Florida 33811; finding approval by the property owner; finding compliance with the

county ordinance; providing an effective date.

Recommended

Action: Approval





INSTR # 2018140096 BK 10534 Pgs 2222-2242 PG(s)21 07/02/2018 08:25:05 AM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 180.00

This instrument prepared by and return to:

Jacob T. Cremer, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
P. O. Box 3299
Tampa, FL 33601

#### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this grad day of March, 2018 by and between ATLANTIC PROPERTY COMPANY, LLC, a Florida limited liability company (the "Developer"), and the CITY OF LAKELAND, a political subdivision of the State of Florida (the "City").

WHEREAS, the Developer proposes to develop real property generally located south of W. Pipkin Road, west of Yates Road, and north of Ewell Road, as described in Exhibit A and as depicted in Exhibit B (the "Property"); and

WHEREAS, the Developer proposes to construct a community consisting of up to 1,071 single-family detached and 228 single-family attached dwelling units (the "Project"), as requested and further detailed in PUD 17-013 (the "PUD"), which proposes six development phases and four development options, as depicted in the site development plan attached as Exhibit C, and which includes an internal transportation plan with general location of proposed streets and pedestrian pathways, as depicted in Exhibit D; and

WHEREAS, Sections J and L of the PUD include certain transportation concurrency mitigation requirements, as further described herein, to address the impacts of the Project (the "Required Improvements"); and

WHEREAS, the Florida Local Government Development Agreement Act, Florida Statutes §§ 163.3220 - 163.3243, (the "Act"), authorizes local governments to enter into developmental agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

WHEREAS, the Project is consistent with the City of Lakeland's Comprehensive Plan and Land Development Code; and

WHEREAS, the Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

WHEREAS, the southwestern Lakeland area continues to face transportation challenges that could impact long-term growth potential if not addressed; and

WHEREAS, the Project will provide a major housing opportunity for City residents, and the Developer has agreed to assist the City in addressing these transportation challenges through transit-based mitigation, on-site roadway-based mitigation, and off-site roadway-based mitigation, which will confer an area-wide benefit beyond the geographic limits of the Property, and will expedite the construction of such portion of the transportation network beyond what otherwise could be achieved; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the City to facilitate the construction of the Required Improvements;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

- A. <u>Whereas Clauses</u>. The Whereas clauses set forth above are incorporated herein by reference and made a part of this Development Agreement.
- B. <u>Purpose</u>. The purpose of this Development Agreement is to establish the respective rights and obligations of the Developer and the City.

#### C. <u>Developer Obligations</u>.

- 1. Participation in City/County Task Force. In conjunction with nearby land owners and developers, the Developer shall participate in any City or County task force that is established to plan and fund public transit partnerships in the southwestern Lakeland area to mitigate areawide transportation impacts generated by on-going residential and employment center activity in the vicinity of Lakeland-Linder Regional Airport. Through the task force, the Developer will coordinate with the City and nearby property owners and developers to pool funding to implement the transportation concurrency projects identified in this Development Agreement.
- 2. <u>Lakeland Area Mass Transit District ("LAMTD") Petition</u>. Prior to first site plan or preliminary plat submittal, whichever occurs first, the Developer shall submit a petition to LAMTD requesting that the Property be annexed and be subject to an annual ad valorem tax assessment for mass transit services in the Lakeland area.
- 3. <u>LAMTD Transit Contribution</u>. The Developer shall pay LAMTD \$100,000 per year for five consecutive years in order to assist in the establishment of a transit route serving the Property. The first payment must be made prior to Building Permit issuance for

the 421st single-family dwelling unit or trip equivalent, and the subsequent four payments shall be made on or before the anniversary date of the first payment. Prior to the first payment, the Developer shall execute a separate funding agreement with LAMTD that commits both parties to implementing a transit route that addresses the area transportation deficiencies or improve frequencies on existing routes (the "Funding Agreement"). The Developer shall provide a recorded copy of the Funding Agreement to the City.

- 4. Medulla Road Extension. Prior to final plat approval of the Project phase containing the 222nd single-family lot (or its trip equivalent), the Developer shall construct, and the City shall have accepted dedication of, the Medulla Road Extension, including the Medulla Road/West Pipkin Road Intersection, as described in Section C.5 below and as depicted in Exhibit D, between that phase and West Pipkin Road. The Medulla Road Extension shall include a minimum 4-foot wide dedicated paved shoulders/bike lanes on both sides of the roadway, a minimum 10-foot wide asphalt trail on one side of the roadway, and a 5-foot wide concrete sidewalk on the opposite side of the roadway. The exact placement of the trail and sidewalk shall be determined during design of the Medulla Road Extension. The Development's stormwater system design shall also accommodate the future construction of the Medulla Road Extension.
- 5. Medulla Road/West Pipkin Road Intersection. The Medulla Road/West Pipkin Road Intersection design shall be reviewed and approved by Polk County and shall include dedicated northbound left-turn and westbound left-turn lanes and be configured to support signalization when warrants are met. The Developer shall be responsible for the signalization of this intersection when a subdivision phase causes warrant to be met. In the event that the adjacent property to the west develops and connects to the Medulla Road Extension, then the applicant may fund a fair-share of the signalization costs.
- 6. SR 572/Waring Road Intersection Improvements: The Developer shall provide the City with a Proportionate-Share payment of costs to improve the intersection of SR 572 (Drane Field Road) and Waring Road to meet acceptable City and County level-of-service standards and State and County design standards in the event that such project is not programmed in the first three years of a State, County, or City Work Program at the time that a site plan or preliminary plat is submitted that contains the 824th single-family dwelling unit (or trip equivalent) (the "SR 572/Waring Road Intersection Improvements"). The current Proportionate-Share cost is estimated at 8.7% of the planning, design, permitting, right-of-way acquisition, construction, and construction engineering inspection services for the project, including any drainage infrastructure and mitigation that may be required to meet Federal, State, County, and City requirements. The SR 572/Waring Road Intersection Improvements may be the subject of a separate Proportionate Share Agreement that is executed in compliance with Section 10.4.1 of the City Land Development Code and Section 163.3180, Florida Statutes.
- 7. Waring Road Improvements: The Developer shall provide the City with a Proportionate-Share payment of costs to implement a four-lane improvement with a minimum 100 feet of right-of-way on Waring Road between Old Medulla Road and SR 572 (Drane Field Road), based on the Waring Road Alignment Study adopted by the Lakeland City Commission on September 16, 2002, if such a project is not programmed in the first three years of a State, County or City Work Program at the time that a site plan or preliminary plat is submitted

containing the 895th single-family dwelling unit (or trip equivalent) (the "Waring Road Improvements"). The current Proportionate-Share cost is estimated at 10.1% of the planning, design, permitting, right-of-way acquisition, construction and construction engineering inspection services for the project, including any drainage infrastructure and mitigation that may be required to meet Federal, State, County and City requirements. The Waring Road Improvements may be the subject of a separate Proportionate Share Agreement that is executed in compliance with Section 10.4.1 of the City Land Development Code and Section 163.3180, Florida Statutes.

- 8. <u>Demonstration of Financial Resources</u>. Prior to final plat approval of the Project phase containing the **421st** single-family dwelling unit (or trip equivalent) (at which point the Project is significant on the Waring Road Corridor), the Developer shall demonstrate to the City that the Developer has the financial resources to fund the estimated Proportionate-Share Costs of the SR 572/Waring Road Intersection Improvements and the Waring Road Improvements by submitting a Letter of Credit to the City in the amount of the estimated costs.
- 9. <u>Concurrency Tracking</u>: The Developer shall prepare and submit to the City each January 1st transportation concurrency information for the Project including (a) the cumulative number of units that have been approved, Building Permits issued, and Certificates of Occupancy issued, and (b) the number of remaining vested trips on the impacted roadway network.
- 10. Required Improvements and Permits. The Developer agrees to fund the implementation of the improvements required herein in accordance with this Development Agreement and in compliance with all applicable rules and regulations. In furtherance thereof, the Developer shall obtain any required permits (the "Permits"), including but not limited to the following:
  - a) Southwest Florida Water Management District Stormwater Management Permit/Environmental Resource Permit/Consumptive and/or Water Use Permit(s)
  - b) City of Lakeland -Building Permit
  - c) City of Lakeland -Site Alteration Permit
  - d) Polk County Driveway Permit
  - e) Polk County Right-of-Way Use Permit
  - f) FDOT Driveway Permit
  - g) FOOT Right-of-Way Use Permit
- 11. <u>No Waiver</u>. Developer acknowledges and agrees that the City's willingness to enter into this Development Agreement shall not be construed as a waiver by the City of any applicable law, ordinance, rule, or regulation for the construction of the Project.
- 12. <u>Notice Costs</u>. The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Development Agreement under Section 163.3225, Florida Statutes, and the recording of this Development Agreement.

#### D. City Obligations.

- 1. <u>Concurrency</u>. Concurrency for the Project shall be addressed at the final platting of each phase of the Project. Binding concurrency determinations for the development's cumulative impacts shall be made with each subdivision plat submittal.
- 2. <u>Transit/LOS Commitment</u>. Once the Developer has provided the City with a recorded copy of the Funding Agreement, and while the Developer remains in compliance with its obligations under the Funding Agreement, the City shall enforce a LOS E standard that is averaged across parallel corridors including Waring Road, South Pipkin Road and Harden Boulevard, which calculations shall be based on service volumes/capacities contained in the Polk Transportation Planning Organization's Polk Roadway Network Database.
- vesting by submitting the Project's first site plan or preliminary plat within 18 months of the Effective Date and obtaining City approval of the site plan or final plat within 24 months of the Effective Date. Upon the Developer's demonstration of financial resources provided for in Section C.8 of this Development Agreement, 7,888 Daily and 755 PM Peak Hour trips shall be reserved for the Project, as depicted in Development Scenario B in Exhibit E (Michael Raysor, Raysor Transportation Consulting, dated May 2017, Revised on June 24, 2017) (the "Initial Reserved Capacity"). Upon payment pursuant to a Proportionate-Share Agreement for the SR 572/Waring Road Intersection Improvements and the Waring Road Improvements, a cumulative 10,622 Daily and 1,006 PM Peak Hour Trips shall be reserved to accommodate Alternative A as described in PUD Ordinance 17-013 (the "Cumulative Reserved Capacity"), as depicted in Development Scenario A in Exhibit E. The Initial Reserved Capacity shall be converted into Cumulative Reserved Capacity upon payment pursuant to a Proportionate-Share Agreement. Trip equivalency under this Development Agreement shall be governed by the trip equivalency matrix attached as Exhibit F.
- 4. Expiration of Trip Vesting and Reserved Capacity. The Initial Reserved Capacity shall expire on December 31, 2027, unless converted into Cumulative Reserved Capacity. This expiration may be extended by written request to the City Manager (or their designee) for one period of an additional five years, to December 31, 2032, if the Developer or its successors (a) are in compliance with this Development Agreement (b) acknowledge that the extension is requested due to an extended buildout schedule for the Project, and (c) have demonstrated financial resources as provided for in Section C.8 of this Development Agreement. Any portion of the Cumulative Reserved Capacity not used by December 31, 2040 shall expire pursuant to the terms of the Proportionate-Share Agreement, which shall provide that in such case, a pro rata share of any payments shall be refunded to the Developer.
- 5. <u>Impact Fees</u>. The Project shall be subject to City transportation impact fees as required by the City of Lakeland Transportation Impact Fee Ordinance No. 5535. These fees shall be due either in cash or City impact fee credits recognized in accordance with Ordinance 5535. City transportation impact fee credits for the SR 572/Waring Road Intersection Improvements and the Waring Road Improvements shall be applicable to any units past the **824th** single-family dwelling unit (or trip equivalent), in compliance with Section 8 of Ordinance 5535.

- 6. <u>Allocation of Impact Fees</u>. For each unit for which City transportation impact fees are paid, the City commits to allocating 50% of its collections to a "Waring Road Corridor" line item that is included in the Capital Improvement Plan. This line item shall not constitute the programming of a specific project or project phase. When a separate Proportionate-Share Agreement is executed and payment is made, then Developer shall be entitled to a refund of paid impact fees in an amount equal to the impact fees credits to which Developer would be entitled under Ordinance 5535 as a result of the Proportionate-Share payment.
- E. <u>Survival of Warranties</u>, <u>Representations</u>. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.
- F. <u>Comprehensive Plan and Land Development Regulations</u>. The City's Comprehensive Plan has been found to be "in compliance" with Chapter 163, Florida Statues, by the Florida Department of Community Affairs. The City has determined that the Project is consistent with its Comprehensive Plan and Land Development Regulations.
- G. Binding Effect. The burdens of the Development Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties of this Agreement. The Developer may assign the Initial Reserved Capacity and the Cumulative Reserved Capacity to subsequent purchasers or developers of land within the Project by designating such assignees and the amount of Reserved Capacity to be assigned to them in writing with a copy provided to the Director of Community Development. Nothing regarding the Developer's right to assign the Reserved Capacity and the Cumulative Reserved Capacity shall affect the City's ability to enforce this Agreement or the terms of the Planned Unit Development zoning on the Project.
- Applicable Law; Jurisdiction; Venue. This Development Agreement, and the rights and obligations of the City and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Florida Statutes § 163.3243. Pursuant to Florida Statutes § 163.3233(1), the City's laws and policies governing the development of the Project at the time of the execution of this Development Agreement shall govern the development of the Project for the duration of the Development Agreement. The City may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Florida Statutes § 163.3233(2). Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the Project shall not relieve the Developer or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

- Joint Preparation. Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.
- K. Effective Date and Duration. In accordance with Section 163.3239, Florida Statutes, this Agreement shall be recorded within fourteen (14) days of approval by the City and shall become effective upon recording in the public records of Polk County (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the completion of the Project or the expiration of years (30) years from the Effective Date, unless terminated or extended as provided for herein or in Section 163.3229 of the Act. This Development Agreement may be terminated only by mutual consent of the parties or by Developer pursuant to Section L.
- L. Amendment. This Development Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the Act. If the Developer, in its sole and absolute discretion, determines that the Project will not be constructed, the Developer may notify the City in writing that this Development Agreement is terminated, in which event the parties hereto will have no further rights, obligations or liabilities hereunder.
- Further Assurances. Each of the parties hereto agrees to do, execute. acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto.
- Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City:

Tony Delgado, City Manager

City of Lakeland

228 S. Massachusetts Avenue

Lakeland, FL 33801

With a Copy to:

Timothy McCausland, City Attorney

City of Lakeland

228 S. Massachusetts Avenue

Lakeland, FL 33801

For the Developer:

Atlantic Property Company, Manger

Attn: Rennie Heath 346 E. Central Ave. Winter Haven, FL 33880 With a Copy to:

Jacob T. Cremer, Esq.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

401 East Jackson Street, Suite 2200

Tampa, FL 33602

- O. <u>Force Majeure</u>. All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.
- P. <u>Minor Non-Compliance</u>. The parties will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance is of a minor or inconsequential nature.
- Q. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith in the performance of the provisions of this Agreement and in achieving the completion of development of the Project, including in processing future development approvals and amendments to this Agreement, and including Developer requests for extensions of this Agreement. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.
- 1N WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

representations of mark of contraction till	or screening on the days, and year set form below.
	Riverstone, LLC
M	Mager: ATLANTIC PROPERTY COMPANY, LLC
	By: Helle
	AS: MANASER
	Print JDAlexander
STATE OF Florida	Date 3.8.2018
COUNTY OF POIK	
	was sworn to and subscribed before me this 8th day of
March	, 2018, by JD Alexander, who
	the time of notarization, and who is personally known to me or
who has produced	as identification and who (did/did
not) take an oath.	
NOTARY PUBLIC: Sign:	usua N. Jamley (500)
Print:	JESSICAN. GONZALEZ  Notary Public - State of Florick  Commission # 6G 155624

My Comm. Expires Apr 4, 2018 Bonded through National Natary Assn. CITY COMMISIONERS OF THE

CITY OF LAKELAND

By:

Howard Wiggs, Mayor

Date: 12-20-17

Attest:

City Clerk

Approved as to Form and Correctness

Timothy J. McCausland, City Attorney

### CONSENT AND AUTHORIZATION

Parman Group, LLC, as owner of the real property subject to the Development Agreement between Atlantic Property Company, LLC and the City of Lakeland, hereby authorize and consent to this Development Agreement and agree to be bound thereby.

Parman Group, LLC			
Ву:			
Its:	The entropy of the standard policy control of the standard of		
STATE OF			
The foregoing	g instrument was sworn to an	d subscribed before me this	day o
personally appeared to who has produced not) take an oath.	pefore me at the time of notarize	zation, and who is personally know as identification and w	n to me or
NOTARY PUBLIC:	Sign:	(Seal)	
	Print:		

### AMENDED CONSENT AND AUTHORIZATION

Riverstone, LLC, a Florida limited liability company, Pipkin Investment, LLC, a Florida limited liability company, and Ewell Investment, LLC, a Florida limited liability company, are the owners of the real property (the "Property") subject to the Development Agreement between Atlantic Property Company, LLC and the City of Lakeland, to which this Amended Consent and Authorization is attached, and hereby, both for themselves and their successors and assigns, authorize and consent to the Development Agreement and agree to be bound thereby. Because Parman Group, LLC no longer owns the Property, page 10 of the Development Agreement, entitled Consent and Authorization, is intentionally left blank.

### Riverstone, LLC

By: Atlantic Property Company, LLC, its Manager

John D. Alexander, its Manager

STATE OF FLORIDA COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this	οf
ompany, LLC, who personally appeared before me at the time of notarization, and who	is
ersonally known to me or who has produced	as
entification and who (did/did not) take an oath.	

NOTARY PUBLIC: Sign: Michelle Churs
Print: Michelle Davis

Notary Public State of Florida Michelle Davis My Commission GG 155125

[Additional Signature Page Follows]

Pipkin Investment, LLC
By: JD Alexander, its Manager
STATE OF FLORIDA COUNTY OF POLK
The foregoing instrument was sworn to and subscribed before me this day of, 2018, by JD Alexander, as Manager of Pipkin Investment, LLC, who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification and who (did/did not) take an oath.  NOTARY PUBLIC: Sign: Mcheur Parms (Seal)
Print: Michelle Davi S  Notary Public State of Florida Michelle Davis My Commission GG 155125 Expires 10/26/2021
Ewell Investment, LLC
By: JD Alexander, its Manager
STATE OF FLORIDA COUNTY OF POLK
The foregoing instrument was sworn to and subscribed before me this day of, 2018, by JD Alexander, as Manager of Ewell Investment, LLC, who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification and who (did/did not) take an oath.
NOTARY PUBLIC: Sign: Michelle Davis (Seal)  Print: Michelle Davis

\* . \* .



### Exhibit A Legal Description

#### Legal Description

(PER TITLE COMMITMENT ORDER NO. 4762722 AND CUSTOMER REFERENCE NO. FFF08 ISSUED BY FIDELITY NATIONAL TITLE SISTEMANCE COMPANY BEARING AN EFFECTIVE DAYS OF APRIL 1, 2024 AY 6:00 AM AND REVISION 1 (4/14/2014)

#### PARCEL 1

THE NE 1/4; AND THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4; AND THE EAST 3/4 OF THE NE 1/4
OF THE SW 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY,
KLORIDA

#### PARCEL 2:

LOT 88, WOOD-HAVEN, AN UNRECORDED SUBDIVISION, DESCRIBED AS THE MORTH 33D FEET OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POEK COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 990 FEET THEREOF, ALSO LESS AND EXCEPT TIMBERWOOD DRIVE.

#### PARCEL 3:

The NW 1/4, less the se 1/4 of the se 3/4 of said NW 3/4; and the NW 3/4 of the SW 1/4; and the West 1/4 of the NF 1/4 of the SW 1/4 of section 37, township 29 south, range 23 east, polk county, florida.

#### PARCELS 4, 5, AND 6:

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF SAID SE 1/4 OF THE SW 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SE 1/4 OF THE SW 1/4, 1341.32 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SW 1/4; THENCE RUN EASTERLY, ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SW 1/4, 497.61 FEET; THENCE RUN SOUTH OD DEG. 18" 45" EAST, PARALLEL WITH THE WESTERLY LINE OF THE SE 1/4 OF THE SW 1/4, 1341.72 FEET TO THE SOUTH LINE OF SAID SECTION 17; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY LINE OF SECTION 17, 497.81 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THE ROAD RIGHT OF WAY.

#### PARCELS 7 AND 8:

THE EAST 1/2 OF THE EAST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA: LESS AND EXCEPTING THEREFRON THE

NORTH 208.75 FEET OF THE SOUTH 238.75 FEET OF THE WEST 208.75 FEET; ALSO LESS AND EXCEPTING THE ROAD RIGHT OF WAY.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EASY, POLK COUNTY FLORIDA, BEING MORE PARTICURLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND PROCEED N 89"51"10" E, A DISTANCE OF 2655.03 FEET TO THE NORTHEAST CORNER OF THE NOERTHEAST 1/4 OF SAID SECTION 17; THENCE 5 00"21"42" E, A distance of 2704.03 feet to the southeast corner of the northeast 1.4 of said Section 17; Thence 5 89"49"05" W, along the south boundary of the northeast 1/4 of said section 17 and the north roundary of woodhaven (an unrecorded plat), a DISTANCE OF 2317.57 FEET TO THE NORTHEAST CORNER OF LOT BE OF SAID WOODHAVEN; THENCE'S DO"21'87" E, A DISTANCE OF 300.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 88; THENCE N 89"56"16" W. ALONG THE BOUNDARY OF SAID LOT 88, A DISTANCE OF 30.21 FEET; THENCE 5 00"20"57" E, ALONG THE BOUNDARY OF SAID LOT 88, A DISTANCE OF 29.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAED LOT 88; THEMES 5 89"49"22" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 307.22 FEET TO THE SOUTIRWEST CORNER OF SAID LOT 88; THENCE 5 00"19'37" E, ALONG THE WEST BOUNDARY OF SAID WOODHAVEN, A DISTANCE OF 1014.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89"57"22" W, ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17. A DISTANCE OF 829.49 FEET; TRENCE S 00°19'59" E, A DISTANCE OF 1311 27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD; THENCE S 89"52"52" W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 620.85 PEET; THENCE N GO'OB'19" W, A DISTANCE OF 208.95 FEET; THENCE'S 89"52"38" W, A DISTANCE OF 208,51 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE FAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE IN 00"09"35" W., ALONG SAID WEST DOUDNARY, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTH WEST 1/4 of Sako Section 17; Thence in 89°58'54" W, along said south doundary, a distance of 997.89 FEET TO THE SOUTHWEST COMMEN OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAND SECTION 13; THENCE IN OUTDINEW W. ALONG THE WEST BOLINDARY OF THE WORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1840.48 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE N 00"28'56" W, A DISTANCE OF 1354.96 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N 00"17"13" W, A DISTANCE OF 1353.21 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17;

Thence Nee"S1"12" E, a distance of 2849.80 feet to the point of beginning. The above parcel containing 437.78 acres, more or less,

Exhibit B
General Sketch of Property

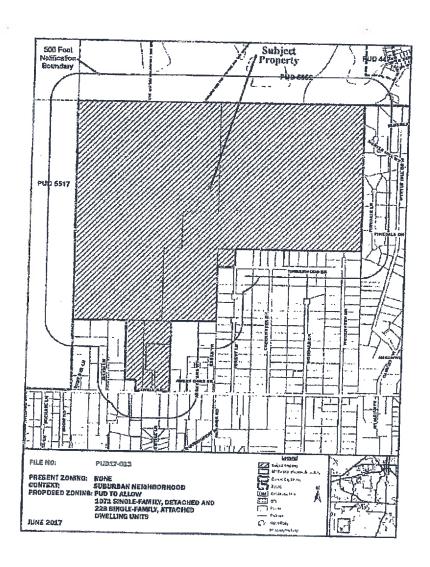


Exhibit C PD Rezoning Plan

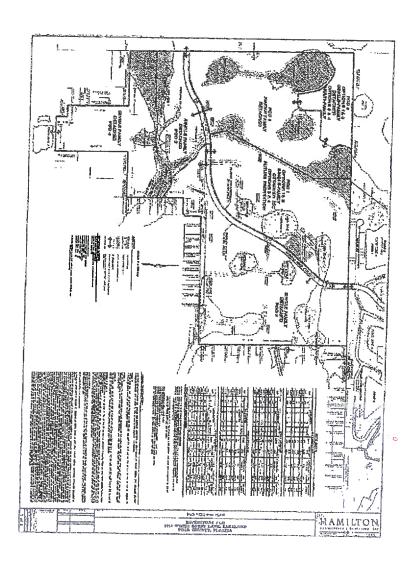


Exhibit D Master Transportation Plan

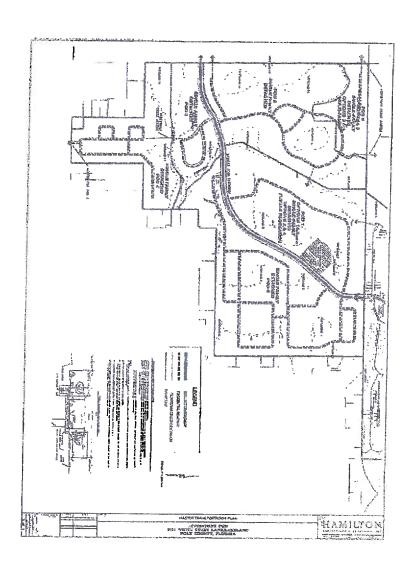
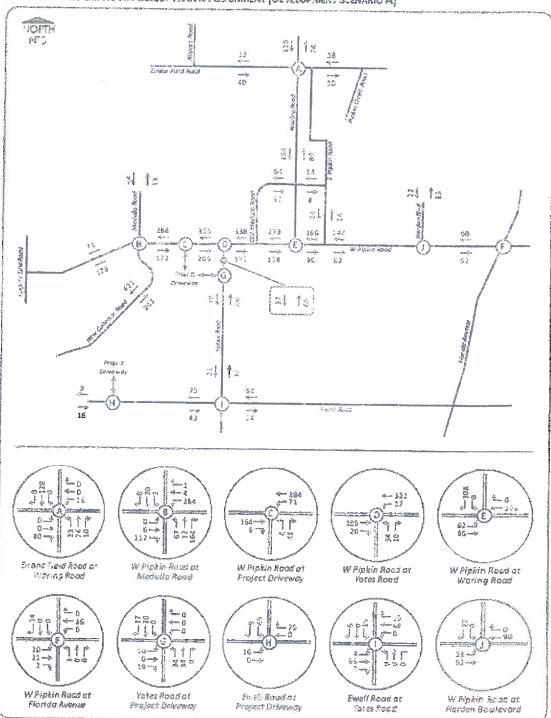


Figure 3.1 Per Pear Hour Project Traffic Assignment (Development Scenario A)



GOMP UTS 115 18 21 to 1 fs 28 12 12 124 67 States and appearing 156 148 119 ÷(G) Corresponde 21 12 Potes App =4 1 7 22 - 212 - 53 E C Drane Field Road at Wating Road W Plpkin Read of W Pipkin Road at W Piphin Road or W Pipkin Road at Medulia Road Project Driveway Yates Road Waring Road W Pipkin Road at Ewell Road of Yates Road of Ewell Road at W Pipkin Rood at Florida Avenue Project Driveway **Voces Road** Harden Boulevard

Figure 3.2 Pm Pear Hour Project Traffic Assignagent (Development Scenario B)

### Exhibit F Land Use Trip Equivalency Matrix

REVERSIONS LAND USE EQUIVALENCY MATRIX

1530	aul	ME	Antes

	- Change To				
	S.F. Residential	Yownhouse			
<b>(4</b> 7). (110)	NA	1.60			
- Control Care	C.52	NA			

RAYSOR Transportation Consulting

11/16/17

Date: JULY 11, 2018 AGENDA ITEM 7

Agenda Item: Quarterly Ridership Report

Presenter: Bill Knieriem

Recommended

Action: Informational

Summary: TSI ridership data for first and second qtrs of 2018 for

the periods of Jan-Mar and Apr -June.

Attachments: See attached

First QTR	6:15 am - 11:15 am			11:15 am - 3:15 pm			3:15 pm - 7:15 pm		
Jan-Mar 2018	Min per trip	Max per trip	Avg per trip	Min per trip	Max per trip	Avg per trip	Min per trip	Max per trip	Avg per trip
Route 1	11.8	22.4	17.1	19.2	26.4	22.8	10.2	21.9	16.1
Route 3	10.9	17.2	14.1	12.5	16.8	14.7	9.2	15.8	12.5
Route 10	5.7	8.9	7.3	7.3	8.9	8.1	5.2	9.3	7.3
Route 14	8.7	10.9	9.8	9.7	11.6	10.7	7.2	15.0	11.1
Route 15	5.2	17.6	11.4	9.8	14.4	12.1	5.8	11.6	8.7
Route 22 XL	20.6	25.7	23.2	23.0	24.1	23.6	19.9	24.0	22.0
Route 32/33	7.0	10.5	8.8	6.3	9.8	8.1	0.6	5.3	3.0
Route 39	7.7	7.7	7.7	6.8	6.8	6.8	3.1	3.1	3.1
Route 45	12.2	16.3	14.3	14.5	15.9	15.2	9.2	14.5	11.9
Route 46	8.6	10.6	9.6	8.8	12.5	10.7	7.7	13.4	10.6
Route 47	3.0	9.4	6.2	9.3	10.5	9.9	1.8	7.4	4.6
Route 58	5.5	13.3	9.4	6.4	9.8	8.1	3.8	11.3	7.6
Route 59X	0.1	0.8	0.5	0.1	0.3		0.1	0.9	0.5
Route 12	12.6	23.1	17.9	17.4	21.4	19.4	9.3	24.8	17.1
Route 15WH	13.8	29.4	21.6	18.6	38.6	28.6	12.4	26.2	19.3
route 22 XW	14.9	17.9	16.4	18.4	19.6	19.0	6.5	18.2	12.4
route 25WH	3.9	10.9	7.4	9.6	11.5	10.6	4.1	9.7	6.9
route 30WH	7.0	13.6	10.3	10.7	16.0	13.4	6.2	14.4	10.3
Route 27WH	0.1	0.3	0.2			#DIV/0!	0.0	0.1	0.1
Route 35WH	1.9	10.4	6.2	8.3	10.5	9.4	1.6	9.0	5.3
Route 40/44WH	9.9	14.3	12.1	9.2	14.9	12.1	7.4	13.4	10.4
Route 50WH	9.7	15.2	12.5	11.4	18.9	15.2	5.1	14.2	9.7
Route 60WH	5.7	10.3	8.0	6.7	8.4	7.6	4.3	8.6	6.5
Urban Fixed Route									
15+	route doing we	ell	9.0-14.9	possible minor	changes	0-8.9	possible majo	r changes	
Residential Fixed Ro									
10 +	route doing we	ell	7 - 9.9	possible minor changes 0 - 6.9		0 - 6.9	possible major changes		
/									
Flex/Rural Routes									
7+	route doing we	ell	4 - 6.9	possible minor	changes	0 - 3.9	possible majo	r changes	

route doing well

route doing well

route doing well

Residential Fixed Route

Flex/Rural Routes

9.0-14.9

7 - 9.9

Second QTR	6:15 am - 11	:15 am		11:15 am - 3:	11:15 am - 3:15 pm			3:15 pm - 7:15 pm			
Apr-June 2018	Min per trip	Max per trip	Avg per trip	Min per trip	Max per trip	Avg per trip	Min per trip	Max per trip	Avg per trip		
Route 1	10.2	21.0	15.6	20.3	26.3	23.3	9.8	24.0	16.9		
Route 3	10.9	17.8	14.4	14.6	18.3	16.5	11.1	17.4	14.3		
Route 10	5.5	9.7	7.6	8.2	9.5	8.9	6.6	11.2	8.9		
Route 14	10.1	13.3	11.7	10.1	16.2	13.2	8.8	13.7	11.3		
Route 15	5.2	17.7	11.5	10.5	19.5	15.0	6.5	12.0	9.3		
Route 22 XL	22.0	27.7	24.9	23.2	25.6	24.4	22.8	27.1	25.0		
Route 32/33	5.7	11.0	8.4	8.4	10.9	9.7	1.2	8.4	4.8		
Route 39	5.9	5.9	5.9	6.2	6.2	6.2	2.8	2.8	2.8		
Route 45	11.8	17.2	14.5	14.1	16.3	15.2	6.7	15.1	10.9		
Route 46	9.0	16.9	13.0	8.0	14.5	11.3	9.6	16.8	13.2		
Route 47	3.3	9.7	6.5	10.0	10.5	10.3	1.9	8.4	5.2		
Route 58	5.4	12.0	8.7	7.0	12.8	9.9	3.9	12.2	8.1		
Route 59X	0.1	0.4	0.3	0.1	0.4		0.2	0.5	0.4		
Route 12	13.0	23.5	18.3	15.9	22.3	19.1	7.3	27.3	17.3		
Route 15WH	15.4	37.2	26.3	21.2	48.4	34.8	13.2	25.1	19.2		
route 22 XW	17.0	18.3	17.7	18.0	24.5	21.3	7.5	20.9	14.2		
route 25WH	3.5	11.7	7.6	8.8	9.2	9.0	4.9	8.4	6.7		
route 30WH	6.4	14.2	10.3	10.3	16.8	13.6	4.4	14.7	9.6		
Route 27WH	0.1	0.1	0.1			#DIV/0!	0.1	0.1	0.1		
Route 35WH	4.9	11.1	8.0	8.3	10.5	9.4	1.6	11.8	6.7		
Route 40/44WH	12.6			8.6			7.0	14.1			
Route 50WH	10.7			12.3			6.3				
Route 60WH	7.2	10.6	8.9	6.6	10.7	8.7	4.7	9.7	7.2		

possible minor changes

possible minor changes

4 - 6.9 possible minor changes

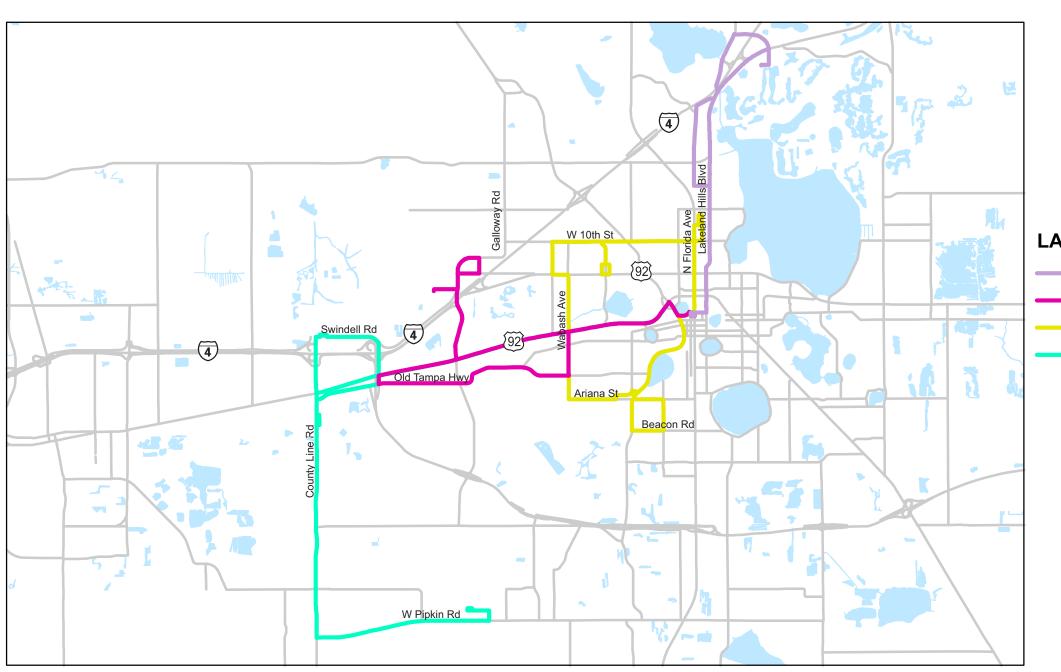
0-8.9

0 - 3.9

possible major changes

possible major changes

possible major changes



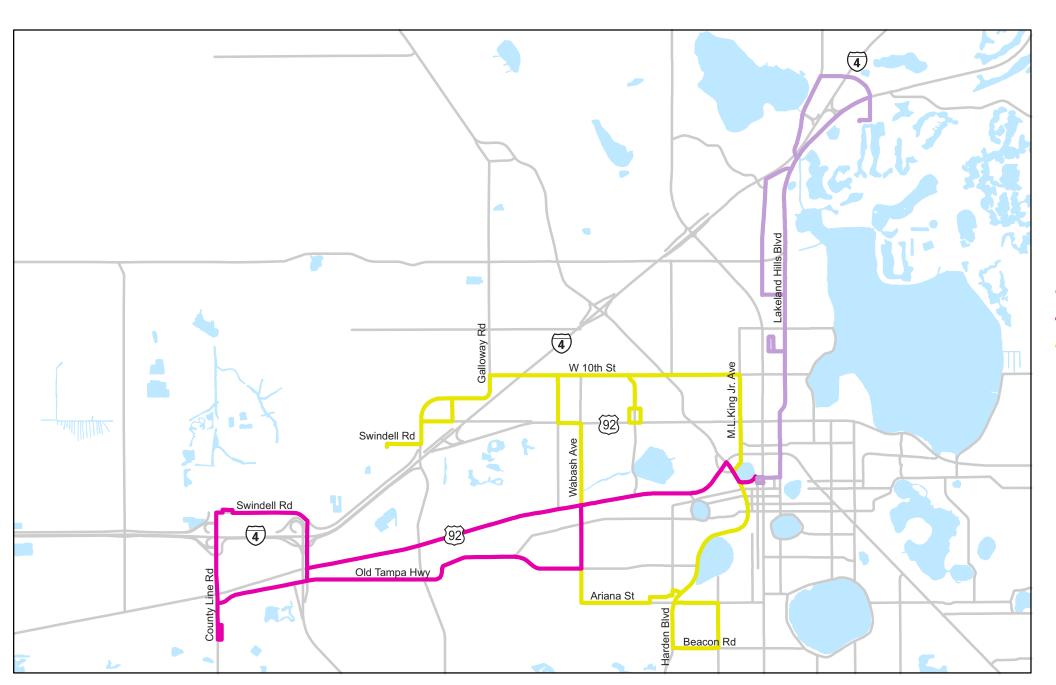
## **LAMTD Current Routes**

Route 3 - Lakeland Hills Corridor

Route 45 - George Jenkins/Swindell

Route 46 - 10th/Wabash/Ariana

Route 59X - County Line Express



## **LAMTD Proposal Routes**

Route 3 - Lakeland Hills Corridor

Route 45 - George Jenkins/Swindell

Route 46 - 10th/Wabash/Ariana

Date: JULY 11, 2018 AGENDA ITEM 8a

Agenda Item: Agency Updates

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Oral presentation

Date: JULY 11, 2018 AGENDA ITEM 9a

Agenda Item: June calendar

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Review and summary of events taken place in June.

Tom Phillips		24		Father's Day (United States)	47	10	ω	May 27	SUNDAY	June 2018
	10:00am 1 on 1 with Steve (Tom's office) - 2:30pm Follow up meeting with Leisure	25	Council Meeting (111)		ά	9:00am Fix flights 10:00am I on 1 with Steve (Tom's office) - 6:30pm Winter Haven City commission	9:00am Citrus Connection 9:00am LAMTD 10:00am 1 on 1 with 7:30pm Lake Alfred city	28	MONDAY	00
		26	Cons	1:30pm Homeless Steering Committee (City Commission Conf Rm) - Chadwell,	19	12 8:30am Email Ridership Update to LAMTD 9:00am BoCC budget 10:30am Walker Agenda 6:30pm Dundee	Copy: Board of Directors, Performance Indicator Data, due 8:00am Meeting with Tom at Citrus 111:30am Invitation: 111:30am VISTE Board	29	TUESDAY	
Д	I DIII COL OI OIIIce	Tom out of Office	11:30am School Salety	8:00am Transit Summit (TBARTA- Tampa)  8:00am Development  8:00am Haircut	20	13 8:30am LAMTD Board Meeting (Hollingsworth, 1212 11:00am Winter Haven Luncheon (Winter	6  8:00am Meeting with Tom at Citrus 11:30am Invitation: 11:30am VISTE Board	30	WEDNESDAY	
	2:00am Marcia V 2:00pm 1/1 with David Persaud (Executive Office) - Tom Phillips	02	3.00pill Qualterly	8:00am Quarterly 11:00am Quarterly 1:30pm Citrus 2:00pm 1/1 with David	21	Flag Day (United States) 1:00pm Enterprise vanpool discussion 2:00pm 1/1 with David Persaud (Executive	7 2:00pm 1/1 with David Persaud (Executive Office) - Tom Phillips	ω.	THURSDAY	Su Mo Tu We Th 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28
	Marcia Vacation (VACATION) - Marcia Roberson David  8:30am Senior Staff I 8:30am Aaron Dunn 1 hillips  12:00pm Kiwanis Lunch		29	8:30am Senior Staff  Meeting - Tom  12:00pm Kiwanis Lunch  1:30pm Meeting with  2:00pm Meeting.	22	8:30am Aaron Dunn 1 on 1 (Tom's Office) - 12:00pm Kiwanis Lunch (Lake Morton)  19:00pm RE: IMMEDIATE	8:30am Senior Staff  Meeting - Tom  8:30am Aaron Dunn 1  10:00am Meeting with  12:00pm Kiwanis Lunch	Jun 1  8:30am Senior Staff  Meeting - Tom  8:30am Aaron Dunn 1  on 1 (Tom's Office) -  12:00pm Kiwanis Lunch	FRIDAY	Fr Sa Su Mo T 1 2 1 2 1 8 9 15 16 1 15 16 15 22 23 22 23 29 30 3
1/0/2010 0:50:11	7/6/2018 8:23 AM	Tom out of office -> .	30		23	16	9	2	SATURDAY	July 2018 Tu We Th Fr Sa 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28

Date: JULY 11, 2018 AGENDA ITEM 9b

Agenda Item: Ridership and UAP Update

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Review and summary of ridership data of our universal

access programs

UAP Ridership Totals 2018		LAMTD	WHAT	Total
	May	13,095	8,234	21,329
	June	13,015	7,285	20,300
UAP Ridership 2018		LAMTD	WHAT	Total
Polk State College				
	May	1,294	597	1,891
	June	1,190	735	1,925
LEGOLAND				
	May	193	1,565	1,758
	June	250	1,669	1,919
South Eastern University				
	May	188	13	201
	June	122	22	144
COLTS				
	May	1,550	931	2,481
	June	376	236	612
Veterans				
	May	3,547	1,305	4,852
	June	3,369	1,307	4,676
Southern Technical College				
	May	127	111	238
	June	153	203	356
Central Florida Healthcare				
	May	1,494	554	2,048
	June	1,496	644	2,140
New Beginnings High School				
	May	1,544	2,621	
	June	414	762	1,176
LDDA				
	May	55	-	55
	June	50	-	50
PACE				
	May	568	49	617
	June	350	77	427
Peace River				
	May	2,385	449	2,834
	June	2,383	526	2,909
Summer of Safety				
	May	150	39	189
	June	2,862	1,104	3,966

Date: JULY 11, 2018 AGENDA ITEM 10

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: TBD

Summary: TBD