

LAKELAND AREA MASS TRANSIT DISTRICT
 BOARD OF DIRECTORS MEETING
 Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.
Wednesday, January 9th, 2019, at 8:30 a.m.

Call to Order	<u>Action Required</u>
1. Approval of the Dec 12, 2018 LAMTD Board Meeting Minutes	Approval
2. Public Comments	TBD
3. Recognition of Service Awards	None
4. Marketing Publications	
a. myStop mobile application video	None
5. Finance / Rhonda Carter, Controller	
a. LAMTD Financials	None
b. PCTS Financials	None
c. TD Financials	None
d. State Corridor Projects Public Transportation Grant Agreement and Resolution 19-07	Approval
e. FTA 5310 grant and Resolution 19-08	Approval
f. FDOT Public Transportation Grant Agreement and Resolution 19-09	Approval
g. Bus Asset Disposal	Approval
h. Bus Shelter Procurement	Approval
6. Legal	
a. Assumption of Winter Haven Motor Pool	Approval
7. Executive Director Report / Tom Phillips	
a. Government Shutdown Informational Update	None
b. Board Elections	Approval
c. Rescheduling the May LAMTD Board Meeting	Approval
d. Agency Update(s)	None
8. Executive <u>Informational</u> Summary / Tom Phillips	
a. December Calendar	None
b. Ridership and UAP Update	None
9. Other Business	TBD
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
JANUARY 9, 2019
AGENDA ITEM #1

Agenda Item: Approval of the December 12, 2018 LAMTD Meeting Minutes

Presenter: James Phillips

Recommended
Action: Board approval of the December 12, 2018 LAMTD Meeting Minutes

Attachments: December 12, 2018 LAMTD Meeting Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, November 14, 2018 at 8:30 a.m.

Directors:

Polk County Commissioner George Lindsey
City of Lakeland Commissioner Phillip Walker
City of Lakeland Mayor Bill Mutz
City of Lakeland Commissioner Don Selvage

Executive Director: Tom Phillips
Executive Assistant: James Phillips

Call to Order

7:30 a.m. By Commissioner Selvage

Agenda Item #1 – Approval of the Minutes

1. Approval request for the approval of the November 14, 2018 LAMTD Board meeting minutes.

“Approval of November 14, 2018 LAMTD Board meeting minutes”
1st George Lindsey/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None

Agenda Item #3 – Recognition of Service Awards

Highlighting the service for Barbara Rogers, Beverly Beckworth, and Diane Slaybaugh

Agenda Item #4 – Marketing Publications / David Walters

- a. myStop mobile application video
Video highlighting how to install and set up the myStop mobile application for Citrus Connection routes.
- b. Citrus Connection TV Episodes
Videos to highlight the internal communications within the agency.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, November 14, 2018 at 8:30 a.m.

Agenda Item #5 – Finance / David Persaud, CFO

a. LAMTD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date October 31, 2018
FY 2018-2019

Year to Date October 31, 2018

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	8.3%	\$895,920	\$136,920	15.3%	\$10.8 Million
Expenses YTD	8.3%	\$895,920	\$704,600	79%	\$10.8 Million

REVENUES:

The total revenues realized year-to-date through October 31, 2018 totaled \$136,920 or 15% of the YTD budget.

- Farebox revenues reflect \$53,500 or 96% of budgeted revenues through October 31, 2018.
- Contract revenues totaled \$11,620 or 68 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$0 under budget for RAMCO. RAMCO payment of \$93,000 Will be billed in January.
- Ad Valorem taxes reflect no activity. The total budgeted revenues are \$4.7 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1st, 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 1st of each year. The District normally receives 90% of property taxes by May of each year.

- Florida DOT operating grants \$1.7 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 \$2.4 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.
- Advertising income reflects \$14,972 in line with budget.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
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- The Support cost reimbursement revenue is in line with budget.
- The other revenues are showing a lag due to timing and being on a cash basis.

EXPENSES:

The total expenses year-to-date through October 31, 2018 totaled \$704,600 or 79% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2018-2019 budget. As of October 31, 2018, these expenses totaled \$511,000 or 11% under budget of \$575,000.
- Professional and Technical Services expenses totaled \$1,850 of the YTD budget; a favorable variance.
- Other services expenses totaled \$5,640 of the YTD budget, under budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$66,600 YTD, over budget; due to fuel cost is expensed not in inventory.
- Materials and supplies totaled \$52,086 under budget, a favorable variance.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through October 31st the financials reflect are unfavorable actual variance of \$567,650 with 8% 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 Recovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%
2. Cost per revenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84
3. Revenue Hours	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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, FL 33815
Wednesday, November 14, 2018 at 8:30 a.m.



LAKELAND AREA MASS TRANSIT DISTRICT

**FY 2019
MONTHLY FINANCIAL STATEMENT**

MONTH OF Oct 2018

	Month		Variance		YTD		Variance		Approved Annual
	Actual	Budget	\$'s	%	Actual	Budget	\$'s	%	
REVENUES: Account									
R4 Farebox/Pass Sales	\$ 53,494	\$ 55,833	\$ (2,339)	-4%	\$ 53,494	\$ 55,833	\$ (2,339)	-4%	\$ 670,000
R6 Contract Income (UAP)	\$ 11,621	\$ 17,025	\$ (5,404)	-32%	\$ 11,621	\$ 17,025	\$ (5,404)	-32%	\$ 204,300
R3 Other Contract Revenue	\$ -	\$ 7,800	\$ (7,800)	-100%	\$ -	\$ 7,800	\$ (7,800)	-100%	\$ 93,600
R5 Miscellaneous Income	\$ 8,821	\$ 2,917	\$ 5,905	202%	\$ 8,821	\$ 2,917	\$ 5,905	202%	\$ 35,000
R7 Advertising Revenue	\$ 14,972	\$ 12,500	\$ 2,472	20%	\$ 14,972	\$ 12,500	\$ 2,472	20%	\$ 150,000
R8 Investment/Interest Income (net)	\$ 12,198	\$ 5,833	\$ 6,365	109%	\$ 12,198	\$ 5,833	\$ 6,365	109%	\$ 70,000
R9 Ad Valorem Income, net	\$ -	\$ 389,136	\$ (389,136)	-100%	\$ -	\$ 389,136	\$ (389,136)	-100%	\$ 4,669,630
R10 FDOT Operating Grant	\$ -	\$ 143,423	\$ (143,423)	-100%	\$ -	\$ 143,423	\$ (143,423)	-100%	\$ 1,721,080
R11 Federal Operating Grant	\$ -	\$ 203,380	\$ (203,380)	-100%	\$ -	\$ 203,380	\$ (203,380)	-100%	\$ 2,440,560
R13 Cost Recovery	\$ -	\$ 833	\$ (833)	-100%	\$ -	\$ 833	\$ (833)	-100%	\$ 10,000
R17 City of Lakeland	\$ -	\$ 18,048	\$ (18,048)	-100%	\$ -	\$ 18,048	\$ (18,048)	-100%	\$ 216,570
R1 Bartow Express	\$ -	\$ 1,203	\$ (1,203)	-100%	\$ -	\$ 1,203	\$ (1,203)	-100%	\$ 14,440
R2 PCTS - Support Cost Reimb. Reserve	\$ 35,811	\$ 37,963	\$ (2,173)	-6%	\$ 35,811	\$ 37,963	\$ (2,173)	-6%	\$ 455,800
TOTAL REVENUES	\$ 136,917	\$ 895,915	\$ (758,998)	-85%	\$ 136,917	\$ 895,915	\$ (758,998)	-85%	\$ 10,750,980
ELIGIBLE EXPENSES:									
1 Salaries	\$ 347,672	\$ 396,968	\$ (49,296)	-12%	\$ 347,672	\$ 396,968	\$ (49,296)	-12%	\$ 4,763,620
2 Employee Benefits	\$ 163,644	\$ 177,621	\$ (13,977)	-8%	\$ 163,644	\$ 177,621	\$ (13,977)	-8%	\$ 2,131,450
3 Advertising Fees	\$ 513	\$ 3,833	\$ (3,321)	-87%	\$ 513	\$ 3,833	\$ (3,321)	-87%	\$ 46,000
4 Professional & Technical Ser	\$ 1,853	\$ 33,817	\$ (31,964)	-95%	\$ 1,853	\$ 33,817	\$ (31,964)	-95%	\$ 405,800
5 Contract Maintenance Services	\$ 5,932	\$ 8,400	\$ (2,468)	-29%	\$ 5,932	\$ 8,400	\$ (2,468)	-29%	\$ 100,800
6 Other Services	\$ 5,641	\$ 4,929	\$ 712	14%	\$ 5,641	\$ 4,929	\$ 712	14%	\$ 59,150
7 Fuel & Lubricants	\$ 66,609	\$ 50,246	\$ 16,363	33%	\$ 66,609	\$ 50,246	\$ 16,363	33%	\$ 602,950
8 Freight	\$ 45	\$ 808	\$ (764)	-94%	\$ 45	\$ 808	\$ (764)	-94%	\$ 9,700
9 Repairs & Maintenance	\$ -	\$ 4,050	\$ (4,050)	-100%	\$ -	\$ 4,050	\$ (4,050)	-100%	\$ 48,600
10 Materials & Supplies	\$ 52,086	\$ 63,155	\$ (11,069)	-18%	\$ 52,086	\$ 63,155	\$ (11,069)	-18%	\$ 757,860
11 Utilities/Telephone	\$ 10,293	\$ 9,426	\$ 868	9%	\$ 10,293	\$ 9,426	\$ 868	9%	\$ 113,110
13 Liab & Prop Damage Insurance	\$ 24,222	\$ 19,333	\$ 4,888	25%	\$ 24,222	\$ 19,333	\$ 4,888	25%	\$ 232,000
14 Other Corporate Insurance	\$ -	\$ 100	\$ (100)	-100%	\$ -	\$ 100	\$ (100)	-100%	\$ 1,200
15 Dues & Subscriptions	\$ 305	\$ 3,658	\$ (3,353)	-92%	\$ 305	\$ 3,658	\$ (3,353)	-92%	\$ 43,900
16 Education/Training/Meeting/Travel	\$ 7,913	\$ 9,142	\$ (1,229)	-13%	\$ 7,913	\$ 9,142	\$ (1,229)	-13%	\$ 109,700
17 Service Charges	\$ 2,037	\$ 1,150	\$ 887	77%	\$ 2,037	\$ 1,150	\$ 887	77%	\$ 13,800
18 Office Expense	\$ 4,755	\$ 7,558	\$ (2,804)	-37%	\$ 4,755	\$ 7,558	\$ (2,804)	-37%	\$ 90,700
19 Advertising & Promotions	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -
20 Miscellaneous Expenses	\$ 31	\$ 2,446	\$ (2,415)	-99%	\$ 31	\$ 2,446	\$ (2,415)	-99%	\$ 29,350
21 Property Appraiser/Tax Collector Comm	\$ -	\$ 14,017	\$ (14,017)	-100%	\$ -	\$ 14,017	\$ (14,017)	-100%	\$ 168,200
22 LDDA, CRA Contributions	\$ -	\$ 18,048	\$ (18,048)	-100%	\$ -	\$ 18,048	\$ (18,048)	-100%	\$ 216,570
23 Capital Expenditures/ Debt Service	\$ 11,014	\$ 56,717	\$ (45,702)	-81%	\$ 11,014	\$ 56,717	\$ (45,702)	-81%	\$ 680,600
24 Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 167	\$ (167)	-100%	\$ 2,000
25 Restricted Contingency	\$ -	\$ 10,327	\$ (10,327)	-100%	\$ -	\$ 10,327	\$ (10,327)	-100%	\$ 123,920
TOTAL ELIGIBLE EXPENSES:	\$ 704,563	\$ 895,915	\$ (191,352)	-21%	\$ 704,563	\$ 895,915	\$ (191,352)	-21%	\$ 10,750,980
NET REVENUES OVER (UNDER) EXPENSES	\$ (567,647)	\$ -	\$ (567,647)		\$ (567,647)	\$ -	\$ (567,647)		\$ -

Footnote:

* Total 10.04%, LAMTD 14.80%, PCTS 2.26%

b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of October 31, 2018
Year to Date Report
Percent of FY Reported (8.3%)

Revenues

➤ The revenues totaled \$89,500 or 16% of the year-to-date budget.

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BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
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Wednesday, November 14, 2018 at 8:30 a.m.

- The FTA grant drawdown reflects no activity.
- Fare Revenues totaled \$10,400 or 83% of the year-to-date budget.
- The Polk County City Contributions reflects one payment.
- The County funding is designed to reflect the first payment for the budgeted grants match totaling \$1,148,353 Due in October 2018.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$430,400 or 76% of the year-to-date budget.
- Salaries and wages totaled \$284,000 or 86% of the YTD Budget.
- Operating expenses totaled \$146,676 or 91% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other planned contractual services is zero and lagging.

Revenue				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
County Match	\$ 1,960,700	\$ 163,392	\$ -	0%
Other Contract Revenue - County	\$ 191,600	\$ 15,967	\$ -	0%
City Contribution	\$ 393,040	\$ 32,753	\$ 79,097	241%
County Contribution - PCTS	\$ 76,378	\$ 6,365	\$ -	0%
Fares	\$ 150,000	\$ 12,500	\$ 10,389	83%
FDOT Block Grants:				
GOV71 - WHAT/ADA	\$ 575,600	\$ 47,967	\$ -	0%
RURAL AQR07	\$ 913,000	\$ 76,083	\$ -	0%
FTA				
FTA 5307 Grant	\$ 2,262,076	\$ 188,506		0%
Capital Grant - Federal	\$ 257,626	\$ 21,469		0%
Total	\$ 6,780,020	\$ 565,002	\$ 89,486	16%

Expenses				
Labor	\$ 3,973,664	\$ 331,139	\$ 283,663	86%
Contract	\$ 594,000	\$ 49,500	\$ -	0%
Operating	\$ 1,944,730	\$ 162,061	\$ 146,676	91%
Capital	\$ 267,626	\$ 22,302	\$ -	0%
Total	\$ 6,780,020	\$ 565,002	\$ 430,339	76%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, November 14, 2018 at 8:30 a.m.

c. TD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of October 31, 2018
Year to Date Report
Percent of FY Reported (8.3%)

Revenues

- The revenues totaled \$.48 million or 100% of the year-to-date budget.
- The TD Trust Fund Grant drawdown reflects \$378,000 or 87% of the grants.
- Contract Revenues and other revenues totaled \$60,000.
- The County funding for the match totaled \$42,000 or 87%.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$.38 million or 79% of the year-to-date budget.
- Salaries and wages totaled \$258,000 or 98% of the YTD Budget.
- Operating expenses totaled \$79,000 or 46% of the YTD Budget.
- Support Services for Operations totaled \$44,000 or 94% of the YTD Budget.

Lakeland Area Mass Transit District
Transportation Disadvantage Program
October, 2018

Revenue				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Revenues				
County Match 10%	\$ 144,500	\$ 48,167	\$ 41,972	87%
Contract Revenue	\$ 205	\$ 68	\$ 59,967	
FDOT Grants:		\$ -		
CTD Grant -Operating	\$ 1,300,175	\$ 433,392	377,747	87%
Total	\$ 1,444,880	\$ 481,627	\$ 479,686	100%

Expenditure				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Labor	\$ 785,751	\$ 261,917	\$257,804	98%
		\$ -		
Support Services	\$ 139,692	\$ 46,564	\$ 43,569	94%
		\$ -		
Operating	\$ 519,437	\$ 173,146	\$ 79,285	46%
Total	\$ 1,444,880	\$ 481,627	\$ 380,657	79%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, November 14, 2018 at 8:30 a.m.

Agenda Item #6 – Legal / Tim Darby

- a. The Lakeland Area Mass Transit District will take over and assume responsibility for the Winter Haven Motor pool.

“Approve the negotiations and drafting of the Assignment, Assumption, and Amendment Lease between Polk County and Lakeland Area Mass Transit District”

1st Philip Walker/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 – Additional Fixed Route Operator Positions / Aaron Dunn, Director of Revenues

A comprehensive operational analysis of the fixed route service was conducted for operational optimization. The *Optimum Sizing & Strategies* and *Guide for Calculating Optimal Bus Forecast* tools were utilized to facilitate this analysis from the Transit Cooperative Research Program (TCRP) Report 135, CUTR Project #BD549-23, Dallas Area Rapid Transit (DART) study, and the Manatee County Area Transit (MCAT) 2017 study.

The results of the analysis indicated that Citrus Connection’s fixed route supervisor-to-operator ratio is higher than similar transit agencies. Specifically, our like-sized peers in size and scope including: VOLTRAN MCAT, LEETRAN, PCPT, and Brevard Transit, who maintain an average of 13-to-1 operator-to-supervisor ratio for optimum performance, were utilized for comparative analysis. Converting a supervisor position into two operator positions would improve our ratio from the current 1-to-7, to 1-to-8 supervisor-to-operator ratio.

This conversion will also help Citrus Connection meet the 1,400 per-week work hour requirement (35 positions) by decreasing the weekly work hour deficit from 160 hours to 80 weekly hours.

“Approve the conversion of 1 Transit Supervisor position into 2 fixed route operator positions to improve the efficiency of the LAMTD.”

1st Bill Mutz/ 2nd Philip Walker

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 – Citrus Connection Demographics and Attrition Report / Steven Schaible, Director of HR

Review of last fiscal year employment demographics:

1. Turnover
 - a. by Department
 - b. Voluntary & Involuntary turnover
 - c. by Gender & EEO
2. Age Demographic
3. EEO Demographic
4. Hiring Demographic
5. Amended EEO Utilization Report
6. Workers Comp Report

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
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Agenda Item #9 – Executive Director Report / Tom Phillips

- a. Agency Updates
 - Annual audit started
 - Viste is looking for a new coordinator
 - Hillsborough vote yes campaign for transit was due in large part to the success of Jeff Vinik
 - Looking into after hours rideshare partnerships for 3rd shift workers.

Agenda Item #10 – Executive Informational Update / Tom Phillips

- a. November Calendar
[See attached]
- b. Ridership and UAP Update
[See attached]

Agenda Item #11 – Other Business

Mayor Mutz expressed the joy of seeing his daughter starting vocational rehab and is pleased to see her utilizing the bus and transit training system.

Adjournment at 9:33 a.m.

Approved this 12th day of December, 2018.

Chairman – City Commissioner Phillip Walker

Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 9, 2019
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 3

Agenda Item: **Recognition of Service Awards**

Presenter: Tom Phillips

Recommended
Action: None

Summary: Recognition of service to our dedicated employees.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: DECEMBER 12, 2018
AGENDA ITEM 4a

Agenda Item: **myStop mobile application video**

Presenter: David Walters

Recommended
Action: None

Summary: Video demonstrating the functionality of the myStop
mobile application as it pertains to the Citrus Connection.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 9, 2019
AGENDA ITEM #5a

Agenda Item: November 30, 2018 LAMTD Monthly Financial Statement
FY 2018-19

Presenter: Rhonda Carter, Controller

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 November 30, 2018
FY 2018-2019

Year to Date November 30, 2018

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	16.7%	\$1,792.0 million	\$513,000	29%	\$10.8 Million
Expenses YTD	16.7%	\$1,792.0 million	\$1,269,251	71%	\$10.8 Million

REVENUES:

The total revenues realized year-to-date through November 30, 2018 totaled \$513,000 or 29% of the YTD budget.

- Farebox revenues reflect \$101,000 or 95% of budgeted revenues through November 30, 2018.
- Contract revenues totaled \$23,240 or 68 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$0 under budget for RAMCO. RAMCO payment of \$93,000 Will be billed in January.
- Ad Valorem taxes reflects \$243,260. The total budgeted revenues are \$4.7 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1st, 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 1st of each year. The District normally receives 90% of property taxes by May of each year.

- Florida DOT operating grants \$1.7 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 zero.
- FTA Section 5307 operating and capital grants budgeted at \$2.4 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 zero.
- Advertising income reflects \$14,972 under budget.
- The Support cost reimbursement revenue is in line with budget.
- The other revenues are showing a lag due to timing and being on a cash basis.

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date November 30, 2018
FY 2018-2019

EXPENSES:

The total expenses year-to-date through November 30, 2018 totaled \$1.27 million or 71% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2018-2019 budget. As of November 30, 2018, these expenses totaled \$790,270 or 31% under budget of \$1,149,180.
- Professional and Technical Services expenses totaled \$23,370 of the YTD budget; a favorable variance.
- Other services expenses totaled \$23,850 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$100,500 YTD, in line with budget; due to fuel cost being expensed not in inventory.
- Materials and supplies totaled \$121,465 under budget, a favorable variance.
- Dues and subscriptions, and office supplies are over budget for Florida APTA fees.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually.

Other remaining expenses are under the YTD budget through November 30, 2018

CHANGE IN FINANCIAL CONDITION	
Based on the year-to-date budget-to-actual variances through November 30 th the financials reflect are unfavorable actual variance of \$756,240 with 17% 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 Recovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%
2. Cost per revenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84
3. Revenue Hours	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

*

* Total 10.04%, LAMTD 14.80%, PCTS 2.26%



LAKELAND AREA MASS TRANSIT DISTRICT

FY 2019

MONTHLY FINANCIAL STATEMENT

MONTH OF **Nov 2018**

		Month				YTD				Approved Annual Budget
		Actual	Budget	Variance		Actual	Budget	Variance		
				\$'s	%			\$'s	%	
REVENUES: <u>Account</u>										
	Farebox/Pass Sales	\$ 47,520	\$ 55,833	\$ (8,314)	-15%	\$ 101,013	\$ 111,667	\$ (10,653)	-10%	\$ 670,000
	Contract Income (UAP)	\$ 11,621	\$ 17,025	\$ (5,404)	-32%	\$ 23,242	\$ 34,050	\$ (10,809)	-32%	\$ 204,300
	Other Contract Revenue	\$ -	\$ 7,800	\$ (7,800)	-100%	\$ -	\$ 15,600	\$ (15,600)	-100%	\$ 93,600
	Miscellaneous Income	\$ 288	\$ 2,917	\$ (2,629)	-90%	\$ 294	\$ 5,833	\$ (5,540)	-95%	\$ 35,000
	Advertising Revenue	\$ -	\$ 12,500	\$ (12,500)	-100%	\$ 14,972	\$ 25,000	\$ (10,028)	-40%	\$ 150,000
	Investment/Interest Income (net)	\$ 11,766	\$ 5,833	\$ 5,932	102%	\$ 23,964	\$ 11,667	\$ 12,297	105%	\$ 70,000
	Ad Valorum Income, net	\$ 243,260	\$ 389,136	\$ (145,876)	-37%	\$ 243,260	\$ 778,272	\$ (535,011)	-69%	\$ 4,669,630
	FDOT Operating Grant	\$ -	\$ 143,423	\$ (143,423)	-100%	\$ -	\$ 286,847	\$ (286,847)	-100%	\$ 1,721,080
	Federal Operating Grant	\$ -	\$ 203,380	\$ (203,380)	-100%	\$ -	\$ 406,760	\$ (406,760)	-100%	\$ 2,440,560
	Cost Recovery	\$ 3,745	\$ 833	\$ 2,912	349%	\$ 3,745	\$ 1,667	\$ 2,078	125%	\$ 10,000
	City of Lakeland	\$ 14,373	\$ 18,048	\$ (3,675)	-20%	\$ 30,901	\$ 36,095	\$ (5,194)	-14%	\$ 216,570
	Bartow Express	\$ -	\$ 1,203	\$ (1,203)	-100%	\$ -	\$ 2,407	\$ (2,407)	-100%	\$ 14,440
	PCTS - Support Cost Reimb.	\$ 35,811	\$ 37,983	\$ (2,173)	-6%	\$ 71,621	\$ 75,967	\$ (4,346)	-6%	\$ 455,800
	Reserve									
TOTAL REVENUES		\$ 368,382	\$ 895,915	\$ (527,533)	-59%	\$ 513,012	\$ 1,791,830	\$ (1,278,818)	-71%	\$ 10,750,980
ELIGIBLE EXPENSES:										
	Salaries	\$ 329,362	\$ 396,968	\$ (67,607)	-17%	\$ 498,887	\$ 793,937	\$ (295,050)	-37%	\$ 4,763,620
	Employee Benefits	\$ 153,477	\$ 177,621	\$ (24,144)	-14%	\$ 291,388	\$ 355,242	\$ (63,853)	-18%	\$ 2,131,450
	Advertising Fees	\$ 605	\$ 1,750	\$ (1,145)	-65%	\$ 1,118	\$ 3,500	\$ (2,382)	-68%	\$ 21,000
	Professional & Technical Ser	\$ 21,517	\$ 33,817	\$ (12,300)	-36%	\$ 23,369	\$ 67,633	\$ (44,264)	-65%	\$ 405,800
	Contract Maintenance Services	\$ 10,554	\$ 8,400	\$ 2,154	26%	\$ 33,643	\$ 16,800	\$ 16,843	100%	\$ 100,800
	Other Services	\$ 18,209	\$ 4,929	\$ 13,280	269%	\$ 23,850	\$ 9,858	\$ 13,992	142%	\$ 59,150
	Fuel & Lubricants	\$ 48,946	\$ 50,246	\$ (1,300)	-3%	\$ 100,501	\$ 100,492	\$ 9	0%	\$ 602,950
	Freight	\$ 157	\$ 808	\$ (652)	-81%	\$ 201	\$ 1,617	\$ (1,415)	-88%	\$ 9,700
	Repairs & Maintenance	\$ -	\$ 4,050	\$ (4,050)	-100%	\$ -	\$ 8,100	\$ (8,100)	-100%	\$ 48,600
	Materials & Supplies	\$ 35,153	\$ 63,155	\$ (28,002)	-44%	\$ 121,465	\$ 126,310	\$ (4,845)	-4%	\$ 757,860
	Utilities/Telephone	\$ 11,538	\$ 9,426	\$ 2,113	22%	\$ 24,041	\$ 18,852	\$ 5,189	28%	\$ 113,110
	Liab & Prop Damage Insurance	\$ 24,222	\$ 19,333	\$ 4,888	25%	\$ 48,443	\$ 38,667	\$ 9,777	25%	\$ 232,000
	Other Coporate Insurance	\$ -	\$ 100	\$ (100)	-100%	\$ -	\$ 200	\$ (200)	-100%	\$ 1,200
	Dues & Subscriptions	\$ 5,714	\$ 3,658	\$ 2,056	56%	\$ 16,025	\$ 7,317	\$ 8,708	119%	\$ 43,900
	Education/Training/Meeting/Travel	\$ 1,421	\$ 9,142	\$ (7,721)	-84%	\$ 9,333	\$ 18,283	\$ (8,950)	-49%	\$ 109,700
	Service Charges	\$ 1,672	\$ 1,150	\$ 522	45%	\$ 3,708	\$ 2,300	\$ 1,408	61%	\$ 13,800
	Office Expense	\$ 5,533	\$ 7,558	\$ (2,025)	-27%	\$ 10,288	\$ 15,117	\$ (4,829)	-32%	\$ 90,700
	Advertising & Promotions	\$ 1,240	\$ 2,083	\$ (844)	-40%	\$ 1,240	\$ 4,167	\$ (2,927)	-70%	\$ 25,000
	Miscellaneous Expenses	\$ 4,671	\$ 2,446	\$ 2,225	91%	\$ 5,952	\$ 4,892	\$ 1,060	22%	\$ 29,350
	Property Appraiser/Tax Collector Comm	\$ 5,928	\$ 14,017	\$ (8,089)	-58%	\$ 33,771	\$ 28,033	\$ 5,737	20%	\$ 168,200
	LDDA, CRA Contributions	\$ -	\$ 18,048	\$ (18,048)	-100%	\$ -	\$ 36,095	\$ (36,095)	-100%	\$ 216,570
	Capital Expenditures/ Debt Service	\$ 11,014	\$ 56,717	\$ (45,702)	-81%	\$ 22,029	\$ 113,433	\$ (91,404)	-81%	\$ 680,600
	Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 333	\$ (333)	-100%	\$ 2,000
	Restricted Contingency	\$ -	\$ 10,327	\$ (10,327)	-100%	\$ -	\$ 20,653	\$ (20,653)	-100%	\$ 123,920
TOTAL ELIGIBLE EXPENSES:		\$ 690,932	\$ 895,915	\$ (204,983)	-23%	\$ 1,269,251	\$ 1,791,830	\$ (522,579)	-29%	\$ 10,750,980
NET REVENUES OVER										
(UNDER) EXPENSES		\$ (322,550)	\$ -	\$ (322,550)		\$ (756,240)	\$ -	\$ (756,240)		\$ -

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 9, 2019
AGENDA ITEM #5b

Agenda Item: November 30, 2018 Financials for Polk County Transit
Services Contract – FY 2018-19

Presenter: Rhonda Carter, Controller

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
JANUARY 9, 2019
AGENDA ITEM #5b

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of November 30, 2018
Year to Date Report
Percent of FY Reported (16.7%)

Revenues

- The revenues totaled \$1.255 million or 111% of the year-to-date budget.
- The FTA grant drawdown reflects no activity.
- Fare Revenues totaled \$25,290 or 101% of the year-to-date budget.
- The Polk County City Contributions reflects one payment of \$79,100 or 121%.
- The County funding is designed to reflect the first payment for the budgeted grants match totaling \$1,148,353 Due in October 2018.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$.828 million or 73% of the year-to-date budget.
- Salaries and wages totaled \$573,520 or 87% of the YTD Budget.
- Operating expenses totaled \$254,120 or 78% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other planned contractual services is zero and lagging.

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

Revenue

	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
County Match	\$ 1,960,700	\$ 326,783	\$ 980,352	300%
Other Contract Revenue - County	\$ 191,600	\$ 31,933	\$ 2,069	6%
City Contribution	\$ 393,040	\$ 65,507	\$ 79,097	121%
County Contribution - PCTS	\$ 76,378	\$ 12,730	\$ 39,189	308%
Fares	\$ 150,000	\$ 25,000	\$ 25,289	101%
FDOT Block Grants:				
GOV71 - WHAT/ADA	\$ 575,600	\$ 95,933	\$ -	0%
RURAL AQR07	\$ 913,000	\$ 152,167	\$ -	0%
FTA				
FTA 5307 Grant	\$ 2,262,076	\$ 377,013	\$ -	0%
Capital Grant - County	\$ 257,626	\$ 42,938	\$ 128,813	300%
Total	\$ 6,780,020	\$ 1,130,004	\$ 1,254,809	111%

Expenses

Labor	\$ 3,973,664	\$ 662,277	\$ 573,515	87%
Contract	\$ 594,000	\$ 99,000	\$ -	0%
Operating	\$ 1,954,730	\$ 325,788	\$ 254,121	78%
Capital	\$ 257,626	\$ 42,938	\$ -	0%
Total	\$ 6,780,020	\$ 1,130,003	\$ 827,636	73%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 9, 2019
AGENDA ITEM #5c

Agenda Item: November 30, 2018 Financials for The Transportation Disadvantaged Program– FY 2018-19

Presenter: Rhonda Carter, Controller

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

The Transportation Disadvantaged Program fiscal year starting July 1, 2018 and ends June 30, 2019. The funding is 90% State for the Transportation Disadvantaged Trust Fund and 10% matching funds funded by Polk County. There are some other third-party revenues for contract services.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 9, 2019
AGENDA ITEM #5c

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of November 30, 2018
Year to Date Report
Percent of FY Reported (16.7%)

Revenues

- The revenues totaled \$.593 million or 99% of the year-to-date budget.
- The TD Trust Fund Grant drawdown reflects \$481,600 or 89% of the grants.
- Contract Revenues and other revenues totaled \$60,000.
- The County funding for the match totaled \$60,000 or 86%.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$.504 million or 84% of the year-to-date budget.
- Salaries and wages totaled \$350,200 or 107% of the YTD Budget.
- Operating expenses totaled \$99,800 or 46% of the YTD Budget.
- Support Services for Operations totaled \$53,480 or 92% of the YTD Budget.

**Lakeland Area Mass Transit District
Transportation Disadvantage Program
Period Ending - November, 2018**

Revenue

	Annual Budget	YTD Budget	YTD Actual	Total YTD
Revenues				
County Match 10%	\$ 144,500	\$ 60,208	\$ 51,911	86%
Contract Revenue	\$ 205	\$ 85	\$ 59,967	
FDOT Grants:		\$ -		
CTD Grant -Operati	\$ 1,300,175	\$ 541,740	481,614	89%
Total	\$ 1,444,880	\$ 602,033	\$ 593,493	99%

Expenditure

	Annual Budget	YTD Budget	YTD Actual	Total YTD
Labor	\$ 785,751	\$ 327,396	\$350,226	107%
		\$ -		
Support Services	\$ 139,692	\$ 58,205	\$ 53,479	92%
		\$ -		
Operating	\$ 519,437	\$ 216,432	\$ 99,826	46%
Total	\$ 1,444,880	\$ 602,033	\$ 503,531	84%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM #5d

Agenda Item: **Federal Transit Administration 2019 State Corridor Projects Public Transportation Grant Agreement (PTGA) FM# 414063-1-84-05. Resolution #19-07 for the District**

Presenter: Rhonda Carter, Controller

Recommended Action: Recommend Approval to accept additional funding under the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) (FM#414063-1-84-05), and associated Resolution #19-07

Summary: FDOT has allocated funding in the amount of \$795,083 with \$795,083 local funds for a total of \$ 1,590,166 in Fiscal Year 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.

Attachments: Resolution #19-07
FDOT PTGA (FM#4140631-1-84-05)

RESOLUTION # 19-07

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. That the PTGA for item-Segment-Phase-Sequence 414063-1-84-05, Contract Number G1436, is approved.
2. The submission of a grant application(s), supporting documents, and/or assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director 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 January 9, 2019

By: _____
(Signature)

Phillip Walker, Chairman of the Board
Lakeland Area Mass Transit District

ATTEST:

_____ (seal)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM #5e

Agenda Item: **Federal Transit Administration 2018 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Public Transportation Grant Agreement (PTGA) FM# 437582-2-94-01. Resolution #19-08 for the District**

Presenter: Rhonda Carter, Controller

Recommended
Action: Staff recommend approval of the 2019 Section 5310 acceptance of funding

Summary: This grant involves a Travel Trainer Program for the purpose of educating Seniors and the Disabled population on how to utilize public transit. The District has been awarded 5310 grant funding in the amount of \$69,550. The grant match is 80/10/10. The sum of \$55,640 will be provided through the FTA with a cash match of \$6,955 provided by the District and \$6,955 provided by the state FDOT.

Attachments: Resolution #19-08
FDOT PTGA (FM#4140631-1-84-05)

Resolution #19-08

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, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, **The Lakeland Area Mass Transit District** has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to 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**, FLORIDA:

1. That the PTGA for item-Segment-Phase-Sequence 414063-1-84-05, Contract Number G1458, is approved.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. **Tom Phillips, Executive Director** is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 9th day, of January 2019

By

Signature, Chairperson of the Board [blue ink]

Phillip Walker Board Chair

ATTEST:

Seal

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2018
AGENDA ITEM #5f

Agenda Item: **Florida Department of Transportation Public Transportation (FDOT) Public Transportation Grant Agreement (PTGA) for State Block Funds and Resolution for the District and the County.**

Presenter: Rhonda Carter, Controller

Recommended
Action: Staff recommend approval of the 2019 PTGA for the utilization of FDOT State Block Grant funds for FY 2018-2019 totaling \$1,369,981.

Summary: These funds are will be utilized to assist the District with administration, management and operation expenses to provide public transportation services in Polk County. LAMTD FDOT funding under this project is \$726,488.79 with \$726,488.79 provided from the District. The County's FDOT funding under this project is \$643,492.21 with a County cash contribution of \$643,492.21

Attachments: Corresponding Resolution #19-09

AGENDA ITEM #5 – CONT.

State Block Grant Allocations	5307 2018 Allocations	Percentage Allocation	State Block Grant	Credit	2019 Allocations
LAMTD	\$2,440,560	58%	\$792,384.44	-\$65,895.65	\$726,488.79
Winter Haven	\$1,779,009	42%	\$577,596.56	\$65,895.65	\$643,492.21
Totals	\$4,219,569	100%	\$1,369,981.00		
2018-2019 FDOT Block Grant allocations based on 2017-2018 5307 allocations					

ITEM-SEGMENT-PHASE-SEQUENCE
(Financial Management Number)
440757-1-84-02

RESOLUTION #19-09

**RESOLUTION FOR
JOINT PARTICIPATION AGREEMENT
FOR TRANSIT PROJECTS**

A RESOLUTION of the Lakeland Area Mass Transit District authorizing the execution of that certain Supplemental Joint Participation Agreement (JPA) with the Florida Department of Transportation.

WHEREAS, Lakeland Area Mass Transit District has the authority to enter into a Supplemental JPA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by Federal Transit Administration Act of 1964, as amended.

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

1. That the JPA for Item-Segment-Phase-Sequence (Financial Management Number 440757-1-84-02) is approved.
2. That Top Phillips, Executive Director, is authorized to enter into, modify or terminate the Supplemental JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS

January 9, 2019

By: _____
Phillip Walker

Title: Chairman

ATTEST:

By: _____ (Seal)

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:
440757-1-84-02	Work Activity Code/Function:	215	088774
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:	N/A	Org. Code: 55012020129
Contract Number: G1481	Federal Award Date:	N/A	Vendor Number: F592096281005
CFDA Number: N/A	Agency DUNS Number:	005075627	
CFDA Title: N/A			
CSFA Number: 55.010			
CSFA Title: Public Transit Block Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this ____ day of _____, by and between the State of Florida, Department of Transportation, ("Department"), and Lakeland Area Mass Transit District, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Public Transit Block Grant Program for SFY19, in the Agency's eligible administration, management and operational expenses of providing public transportation services in Polk County, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$2,739,962. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,369,981, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ___ Travel expenses are NOT eligible for reimbursement under this Agreement.
- X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☒ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☒ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lakeland Area Mass Transit
District

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John M. Kubler, P.E.

Title: Director of Transportation Development

Legal Review: Don Conway

8/12/15

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this project is to provide for the Department's participation, through the Public Transit Block Grant Program, in the Agency's eligible administrative, management, and operational expenses of providing public transportation in Polk County. The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Projects shall be consistent with the applicable approved local government comprehensive plans.

B. Project Location (limits, city, county, map): Polk County, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project is for the Department's participation in eligible public transit operating costs which may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

D. Deliverable(s): The agency shall, at a minimum, provide to the Department, a Transit Development Plan (TDP) or annual update by September 1 of each year, two (2) copies of its most current adopted budget by March 1 of each year, and productivity and performance measures as further described in Exhibit "E" of this agreement.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Expenses created from third-party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of the document.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	Federal Fiscal Year	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440757-1-84-02	DPTO	088774	N/A	2019	751000	55.010	Public Transit Block Grant Program	\$1,369,981
Total Financial Assistance								\$1,369,981

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$766,395	\$766,395	\$0	\$1,532,790
Fringe Benefits	\$383,197	\$383,197	\$0	\$766,394
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$220,389	\$220,389	\$0	\$440,778
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$1,369,981	\$1,369,981	\$0	\$2,739,962

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase), but the revised budget must be updated and reflected in Florida Accountability Contract Tracking System (FACTS).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☒ Monthly
☐ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Charlene Ross
 Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(For State Block Grant Only)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 341.052, F.S.
- 2. Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.
 - a)** Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.
 - b)** Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.
- 3. Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.
- 4. Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.
- 5. State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.
- 6. Required Audit.** The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Section 341.052, F.S., have been adhered to.
- 7. Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.
- 8. Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

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- 9. Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.
- a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.
 - b) A TDP shall conform to the requirements in Rule 14-73, available at:
<http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

10. Safety Requirements. Mark the required Safety submittal or provisions for this Agreement if applicable:

- X Bus Transit System – In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.
- Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014.
- Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.
- Not Applicable.

11. Formula Information. As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems’ federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Block Grant Program
CSFA Number: 55.010
***Award Amount:** \$1,369,981

*The award amount may change with amendments

Specific project information for CSFA Number 55.010 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.010 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
January 9, 2019
AGENDA ITEM #5g

Agenda Item: **Bus Asset Disposal**

Presenter: **Rhonda Carter, Controller**

Recommended

Action: Recommend Board approve the disposal of eight (8) rolling stock, fixed route, and/or paratransit buses that have surpassed their useful life in years of service and/or mileage, generating costly repairs or limited usage.

Summary: 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 shall be disposed of through a competitive bid process. Item that cannot be sold will be reassessed and disposed of as scrap, in accordance with the District's Asset Disposal Policies.

Asset Disposal Chart						
Description	In Service Date	Original Cost	Expected/Actual Proceeds	FTA/CUTR/TRIP S Useful Life	Current Status or Reason for Disposal	Current Condition
27' Para Transit Bus #545; 2008 Champion Challenger (LAMTD)	12/2/2008	\$ 90,271.70	Scrap Value	7 years or 250,000 miles	7+ years & 238,169 miles	All vehicles require a high level of maintenance and have exceeded the useful life
27' Para Transit Bus #546; 2009 Champion Challenger (LAMTD)	6/10/2009	\$ 90,356.70	Scrap Value	7 years or 250,000 miles	7+ years & 217,580 miles	
27' Para Transit Bus #547; 2009 Champion Challenger (LATMD)	6/10/2009	\$ 90,356.70	Scrap Value	7 years or 250,000 miles	7+ years & 212,440 miles	
35' Fixed Route Bus #1061, 2002 Gillig Phantom (LATMD)	7/25/2002	\$ 267,229.94	Scrap Value	12 years or 500,000 miles	13+ years & 635,439 miles	
35' Fixed Route Bus #1077, 2006 Gillig Phantom (LATMD)	4/11/2006	\$ 300,899.00	Scrap Value	12 years or 500,000 miles	12 years & 590,907 miles	
22' Para Transit Bus #593; 2010 Ford E450 Turtle Top (County)	9/16/2010	\$ 72,424.00	Scrap Value	5 years or 150,000 miles	10+ years & 197,636 miles	
22' Para Transit Bus #T95; 2010 Ford E450 Turtle Top (County)	10/15/2010	\$ 72,424.00	Scrap Value	5 years or 150,000 miles	5+ yrs & 202,030 miles	
23' Para Transit Bus #T107; 2012 Ford E450 Turtle Top (County)	6/5/2012	\$ 71,994.00	Scrap Value	5 years or 150,000 miles	5+ yrs & 176,426 miles	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 09, 2019
AGENDA ITEM # 5h

Agenda Item: **BUS SHELTER PROCUREMENT**

Presenter: Rhonda Carter, Controller

Recommended

Action: Recommend Board pre-approve the award of the District's Request for Proposal (RFP) #19-001 for the purchase of bus shelters, to Spencer Fabrication, Inc. The award shall be for the Not to Exceed amount of \$200,000 for the initial purchase of 15 bus shelters.

Anticipated

Funding Source: Federal and State Capital Grants for Transit Service Development.

Summary: On November 26, 2018, the District issued a Request for Proposal (RFP) #19-001, for qualified firms interested in supplying various sized, cost effective bus shelters that will meet the needs of the District and its patrons. Offer submittals were due December 21, 2018.

The solicitation was provided to the District's registered vendors and state certified Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE). Twenty-four firms received notification of the posting, of which 23% were DBE firms found through the Florida Department of Transportation's DBE Directory/website.

Two timely offers were received, from Tolar Manufacturing and Spencer Fabrication. The firms were evaluated on both technical and price with the firm of Spencer Fabrication, Inc. being ranked highest overall. A responsibility review was conducted to ensure the firm was experienced, adequately staffed, and understood the requirements as outlined in the solicitation.

AGENDA ITEM #5h – CONT.

The District shall obtain award approval from the Department of Transportation and posting the it's Notice of Intent to Award.

Firms, that would typically bid, were contacted, requesting an explanation as to the lack of offer submittals. Two firms responded stating that they have exceeded their production capabilities.

The District's Board of Director's shall be advised of the resulting award during the next board meeting.

Attachments: Award Analysis with Evaluation Summary Sheet

AWARD ANALYSIS AND SUMMARY SHEET

Solicitation Number: 19-001

Contract Information

- A. Description:** Bus Shelter Procurement
- B. Contractor:** Spencer Fabrication, Inc.
- C. Contract Number:** 19-001
- D. Contract Amount:** Initial Order (Not to Exceed) \$200,000
- E. Contract Type:** Firm Fixed Unit Price
- F. Term of Contract:** Two-year base term
- G. Options Available:** Three additional one-year option terms
- H. Base Term Expiration:** January 2021
- I. Options Term(s) Expiration:** January 2024
- J. Funding Source:** Federal and State Capital Grants for Transit Service Development.

Solicitation Information

- A. Issue Date:** November 26, 2018
- B. Number of Notifications Sent:** Twenty-four (24) firms received notification of the solicitation posting, seven (7) of which are registered DBE's found through the BizNet website.
- C. Date and Time Offers were due:** December 21, 2018 at 2:00 P.M. Eastern Standard Time
- D. Number of Timely Offers Received:** Two (2)
- E. Price Summary of top two (2) offers:**

CALCULATED TECHNICAL & PRICE SUMMARY SHEET				
Offeror	PRICE POINTS (400 possible points)	TECHNICAL POINTS (600 possible points)	TECHNICAL + PRICE POINTS	RANKING
Tolar Manufacturing	317	391	708	2
Spenser Fabrication Inc	400	384	784	1

F. Late Offers (if any): None

G. Discussion of Nonresponsive Offers (if any): None

H. Cost Price Reasonableness Summary: Price determined to be fair and reasonable based on a comparison of prior quotes, bids received, and an independent cost estimate.

I. **Determination of Responsibility:**

Financial Responsibility Survey: The intended awardee(s) is determined to be a financially responsible firm, which submitted the highest ranked offer. They have the capacity to perform this contract and are recommended for award.

Arithmetic Check: Yes

Debarment/Suspension Status: Not on the federal government's debarred /suspended list. Excluded, Debarred, or Suspended List Sites searched: (<http://epls.gov>).

- FL Department of Management Services (http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Office of Inspector General (<http://exclusions.oig.hhs.gov/Default.aspx>)
- System for Award Management (<https://www.sam.gov/portal/public/SAM?portal:componentId>)

J. Protests received (and disposition of any received, if applicable): None.


K. **Statements of Decline:** Firms, that would typically bid, were contacted, requesting an explanation as to the lack of offer submittals. Two firms responded, stating that they have exceeded their production capabilities.

Determination and Recommendation

Spencer Fabrication, Inc. was determined to be a responsive and responsible contractor, which ranked highest overall, through a full and open competition. The offeror has the capacity to perform under this contract and are recommended for award

Prepared: 
Purchasing Agent/Contracts Specialist

1/07/19
Date

Prepared: 
Chief Financial Officer

Jan 07, 2019
Date

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 6a

Agenda Item: **Government Shutdown Informational Update**

Presenter: Tom Phillips

Recommended
Action: Informational

Summary: Specific updates on the agency in relation to the current
government shutdown.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 6b

Agenda Item: **Board Position Elections**

Presenter: Tom Phillips

Recommended
Action: Approve to hold the vote of board positions until February
13, 2019 in order to accommodate the special election
results.

Summary: A special election for Lakeland City Commission will fill
the temporary commissioner position and will add a new
member to the LAMTD Board of Directors.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 6c

Agenda Item: **Rescheduling the May LAMTD Board Meeting**

Presenter: Tom Phillips

Recommended

Action: Approve to reschedule the May 8th LAMTD Board Meeting to an agreed upon date.

Summary: There will be a conflict for the May 8th meeting as the Lakeland City Commission Business Planning Retreat will take place from May 8-9 for the yearly budget and all city commissioners will need to attend.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 6d

Agenda Item: **Agency Updates**

Presenter: Tom Phillips

Recommended
Action: Informational

Summary: Updates from the agency to include:
 - Plans for Black History Month
 - Don Selvage's farewell







LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM 7a

Agenda Item: **December calendar**

Presenter: Tom Phillips

Recommended
Action: Informational

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 25	26 <div>9:00am Elderpoint Insurance Video; Your office</div> <div>10:00am 1 on 1 with Steve; Tom's office ; Tom Phillips</div> <div>3:15pm LEDC Meeting and Holiday Party; Polk Theatre, 121 S. Florida Ave., Lakeland, FL 33801; David Hand</div> <div>4:00pm LEDC Meeting and Holiday Party; Polk Theatre, 121 S. Florida Ave., Lakeland, FL 33801...</div>	27 <div>8:00am Canceled: TripSpark - Site Visit - Citrus Connection; 1290 Golfview Ave. Suite 282 - Drawer HS 09, P.O. Box 9005 Bartow, FL 33831;...</div> <div>10:00am Discussion Between LYNX & Citrus Connection about Northeast Polk County Bus Service; LCS Conference Room 637; Bruce Det...</div> <div>1:30pm Homeless Steering Committee; Talbot House - 814 N. Kentucky Ave, 33801; Chadwell,...</div>	28 <div>7:30am MR Mele</div> <div>11:30am Tiger Bay Club - Analysis of Midterm Elections; Bartow Civic Center 2250 S. Floral Ave, Bartow, FL 33830; Tom Phillips</div>	29 <div>10:00am Transit briefing-Sara Roberts McCarley; Hillcrest Coffee - 119 Hillcrest St, Lakeland, FL 33815, United States; Erin Killebrew</div> <div>11:00am Meeting with Donovan</div> <div>1:00pm Update with Aaron and Paul; Operation Office; Tom Phillips</div> <div>2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips</div>	30 <div>8:30am Senior Staff Meeting; Tom Phillips</div> <div>12:00pm Kiwanis Lunch; Lake Morton</div> <div>2:00pm Transit Priority Signal Technical Assistance; Teleconference</div> <div>2:00pm Transit Priority Signal Technical Assistance; Teleconference; Gregg, Robert</div>	Dec 1
2	3 <div>City of Lakeland Commission Meeting</div> <div>9:00am 1 on 1 with Steve; Tom's office ; Tom Phillips</div> <div>10:30am Meeting w/ Martha Santiago Budget Briefing; BoCC Niel Combee Building</div> <div>3:00pm Budget Briefing w/ Rick Wilson; BoCC Niel Combee Building</div>	4 <div>11:30am Lunch with Tom Bowles; Lone Palm 800 Lone Palm Dr, Lakeland, FL 33815</div> <div>11:30am Lunch at Lone Palm w/ Tom Phillips and Tom Bowles; Lone Palm; Tom Bowles</div>	5 <div>Copy: Board of Directors, Performance Indicator Data, due COB 3rd working day of every mon</div> <div>Polk County Planning Commission - Regular Meeting</div> <div>7:30am bus run</div> <div>10:00am Revenue Count Room Visit ; Count Room ; Debbie Moore</div>	6 <div>9:30am Update with Aaron and Paul; Operation Office; Tom Phillips</div> <div>11:30am lunch; Purple Onion; Steve Bissonnette</div> <div>2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips</div> <div>7:00pm Lakeland Christmas Parade; Downtown...</div>	7 <div>8:00am Breakfast w/ Bill; 329 E Main St, Lakela...</div> <div>Marcia's Vacation ; VACATION ; Marcia Roberson</div> <div>10:00am NE Polk US 27 Corridor Study: Stakeholder Meeting; Citrus Connection</div> <div>12:00pm Kiwanis Lunch; Lake Morton</div>	8
9 <div>Marcia's Vacation ; VACATION ; Marcia Roberson</div>	10 <div>10:00am 1 on 1 with Steve; Tom's office ; Tom Phillips</div> <div>1:30pm Citrus Connection/City Coordination Meeting; Conf Rm Building Inspection (Large) - First Floor of City Hall; Barmby, Charles</div> <div>3:30pm Coffee with Kelly De La Cruz - Mi Escuela Montessori; 205 E Main St, Lakeland, FL...</div>	11 <div>8:30am Email Ridership Update to LAMTD Board of Directors</div>	12 <div>Polk County Board of Adjustment - Regular Meeting</div> <div>8:30am LAMTD Board Meeting; 1212 George Jenkins Blvd, Hollingsworth Room, Lakeland, FL; James Phillips</div> <div>11:00am New Arboc Buses; Hollingsworth Room; James Phillips</div> <div>2:30pm William at Dentist; Agnini</div>	13 <div>8:00am Haircut - Gents</div> <div>9:30am Update with Aaron and Paul; Operation Office; Tom Phillips</div> <div>11:45am Luncheon meeting with Haines City Chamber of Commerce ; Lake Eva Event Center, 799 Johns Ave., Haines City</div> <div>2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips</div>	14 <div>8:30am Senior Staff Meeting; Tom Phillips</div> <div>8:30am Invitation: Infrastructure Team Meeting @ Fri Dec 14, 2018 8:30am - 10am (EST) (tphillips@ridecitrus.com); Central Florida Regional Planning Council - 555 E Church St, Bartow, FL 33830; brenda@polkvision.com</div> <div>9:00am Senior Staff Breakfast; Terrace Cafe, 329 E Main St, Lakeland, FL 33801; Tom Phillips</div>	15
16	17 <div>City of Lakeland Commission Meeting</div> <div>10:00am 1 on 1 with Steve; Tom's office ; Tom Phillips</div>	18 <div>9:00am Introduction to new class; Classroom; Tom Phillips</div>	19 <div>7:45am Breakfast w/ Mr. Mele; Tom Phillips</div> <div>9:15am 1 on 1 With Marcia; Tom Phillips</div> <div>11:00am City-LAMTD Legal Agreements/Coordination ; City Attorney's Offi...</div> <div>1:00pm Commuter Services Re-Introduction; Your office</div> <div>4:00pm Watkins Family</div>	20 <div>End of 1st Semester/ Last Day of 2nd Grading Period</div> <div>8:00am CCTV w/ Dave; Tom Phillips</div> <div>11:30am Gift Exchange; Board Room</div> <div>2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips</div>	21 <div>Winter Break</div> <div>12:00pm Kiwanis Lunch; Lake Morton</div>	22
23	24	25	26	27	28	29
Winter Break						
	Marcia's Vacation ; Vacation ; Marcia Roberson					
	Christmas Eve; United States	5:00amChristmas - No Service5:00am		9:30am Update with Aaron and Paul; Operation Office; Tom Phillips	8:30am Senior Staff Meeting; Tom Phillips	
	10:00am 1 on 1 with Steve; Tom's office ; Tom Phillips	Christmas Day; United States		2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips	8:30am Updated invitation: Infrastructure Team Meeting @ Monthly from 8:30am to 10am on the fourth Friday (EDT) (tphillips@ridecitrus.co...	
					12:00pm Kiwanis Lunch; Lake Morton	
30	31	Jan 1, 19	2	3	4	5
Winter Break						
	New Year's Eve; United States	New Year's Day; United States	11:45am United Way Agency Directors meeting	Copy: Board of Directors, Performance Indicator Data, due COB 3rd working day of every mon	Battle Assembly (James)To Jan 6	
	10:00am 1 on 1 with Steve; Tom's office ; Tom Phillips			9:30am Update with Aaron and Paul; Operation Office; Tom Phillips	Teachers Return - Staff day	
				11:30am Lunch with Ed McKenna; 100 N Tampa St Suite 3600, Tampa, FL 33602	9:30am Alltrust; Boardroom; Tom Phillips	
				2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips	12:00pm Kiwanis Lunch; Lake Morton	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM #7b

Agenda Item: **Ridership Report**

Presenter: Tom Phillips, ED

Recommended
Action: Information only

Summary: Year to date ridership information for the entire system including LAMTD, Winter Haven, Rural and Demand Response through November 30, 2018.

Attachments: Ridership Report.

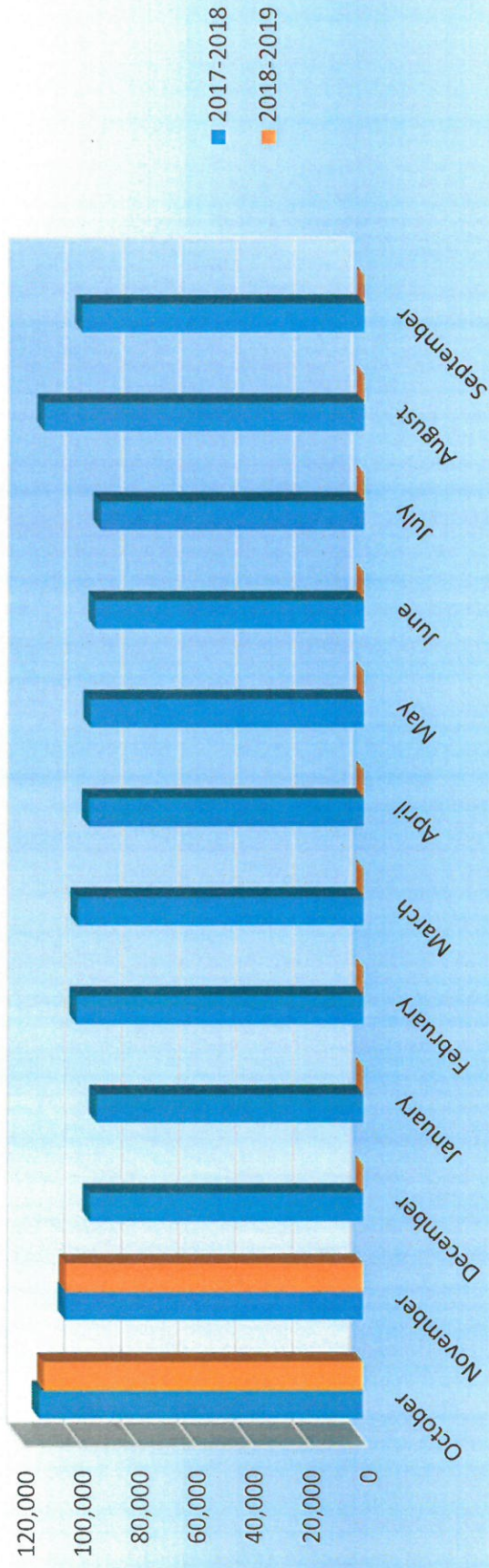
Citrus Connection and PCTS Fixed Route Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	125,714	108,078	113,220	111,507	-2%
November	111,028	106,998	104,149	103,898	0%
December	122,018	111,197	95,520	0	0%
January	101,190	103,647	93,227	0	0%
February	111,486	108,068	100,300	0	0%
March	117,618	116,794	99,916	0	0%
April	110,754	103,274	95,993	0	0%
May	105,362	108,224	95,476	0	0%
June	106,252	102,092	93,781	0	0%
July	100,929	98,193	92,042	0	0%
August	115,998	118,104	111,898	0	0%
September	109,705	89,794	98,550	0	0%
Totals	1,338,053	1,274,460	1,194,072	215,405	-1%

Citrus Connection and PCTS Para-Transit Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	7,846	7,071	8,654	9,820	13%
November	6,690	7,002	7,940	8,495	8%
December	7,330	7,014	7,660	0	0%
January	7,020	7,521	9,478	0	0%
February	7,027	7,413	9,514	0	0%
March	7,780	8,715	10,469	0	0%
April	7,334	7,757	9,947	0	0%
May	7,431	8,460	9,534	0	0%
June	7,548	8,374	8,777	0	0%
July	6,846	8,131	8,247	0	0%
August	8,166	9,533	9,642	0	0%
September	7,791	6,711	8,437	0	0%
Totals	88,809	93,702	108,299	18,315	10%

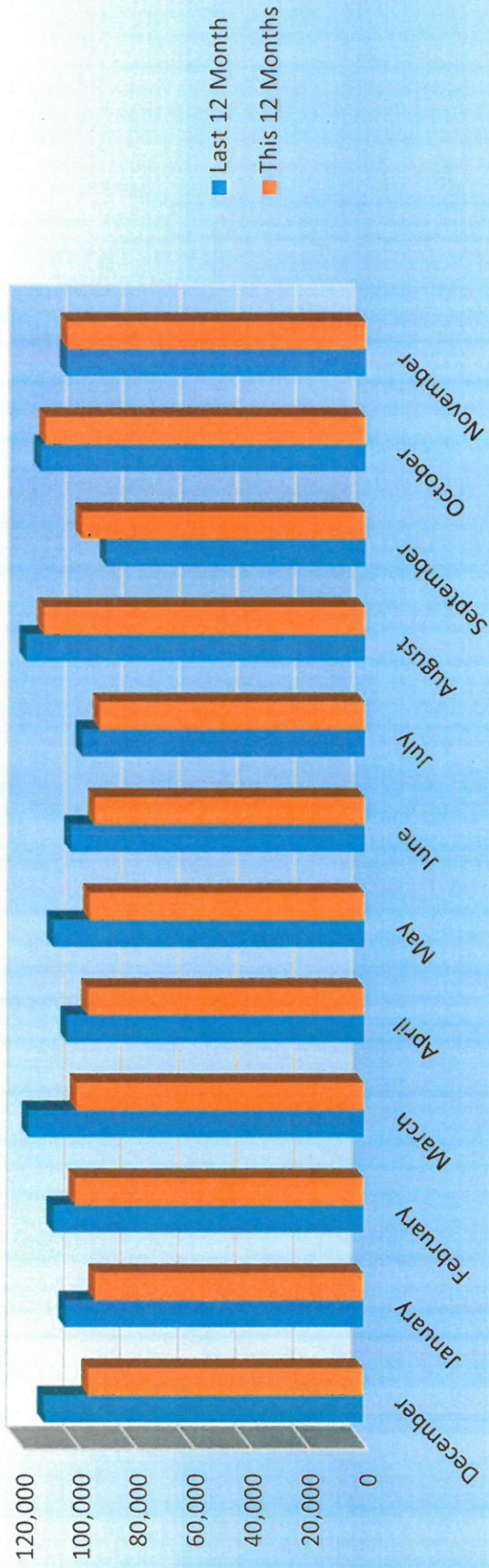
Citrus Connection only Fixed Route Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	83,092	67,636	73,349	70,381	-4%
November	73,987	71,083	67,437	66,089	-2%
December	82,287	72,646	60,879	0	0%
January	67,774	70,767	58,830	0	0%
February	74,506	71,884	63,140	0	0%
March	79,428	78,158	62,897	0	0%
April	73,926	67,338	59,873	0	0%
May	69,120	72,329	60,039	0	0%
June	71,398	67,965	59,754	0	0%
July	68,162	66,347	59,884	0	0%
August	76,847	79,427	71,375	0	0%
September	72,624	54,155	62,306	0	0%
Totals	893,149	839,734	759,763	136,470	-3%

Citrus Connection only Para-Transit Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	4,094	3,229	4,025	4,026	0%
November	3,437	3,252	3,734	3,473	-8%
December	3,695	3,154	3,444	0	0%
January	3,512	3,507	4,055	0	0%
February	3,496	3,505	3,909	0	0%
March	3,897	4,040	4,217	0	0%
April	3,651	3,694	3,935	0	0%
May	3,589	4,060	3,848	0	0%
June	3,660	3,880	3,627	0	0%
July	3,269	3,681	3,437	0	0%
August	3,866	4,306	3,978	0	0%
September	3,747	6,039	3,396	0	0%
Totals	43,913	46,347	45,605	7,499	-3%

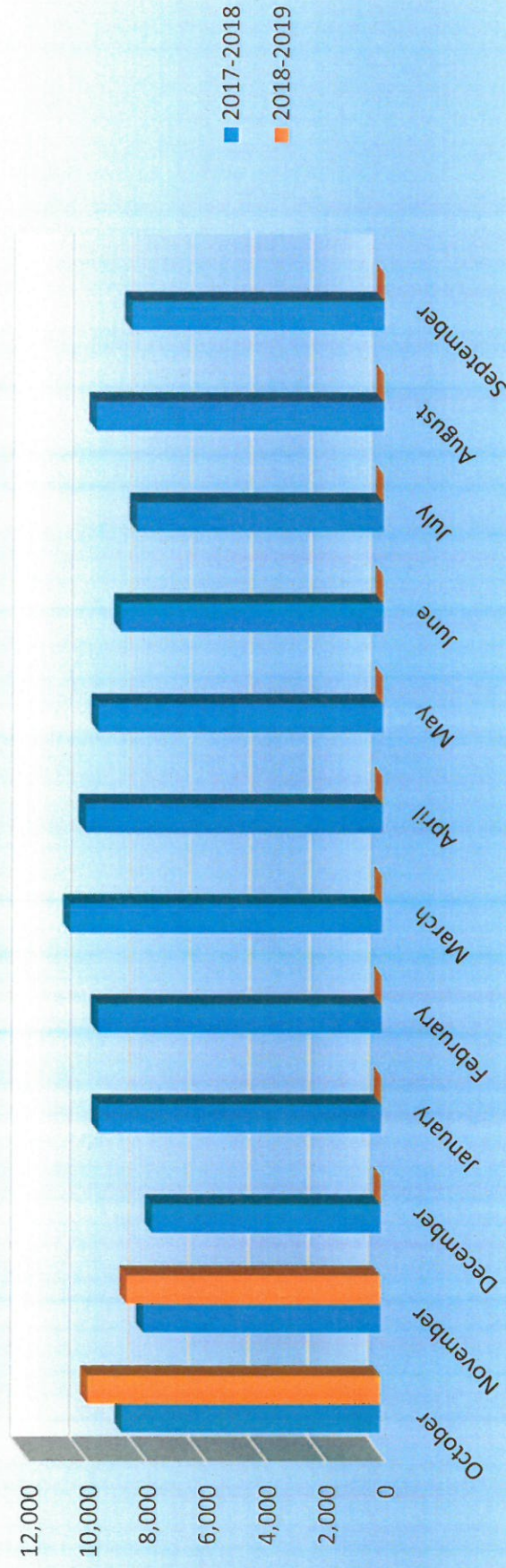
Citrus Connection and PCTS Fixed Route Total Ridership



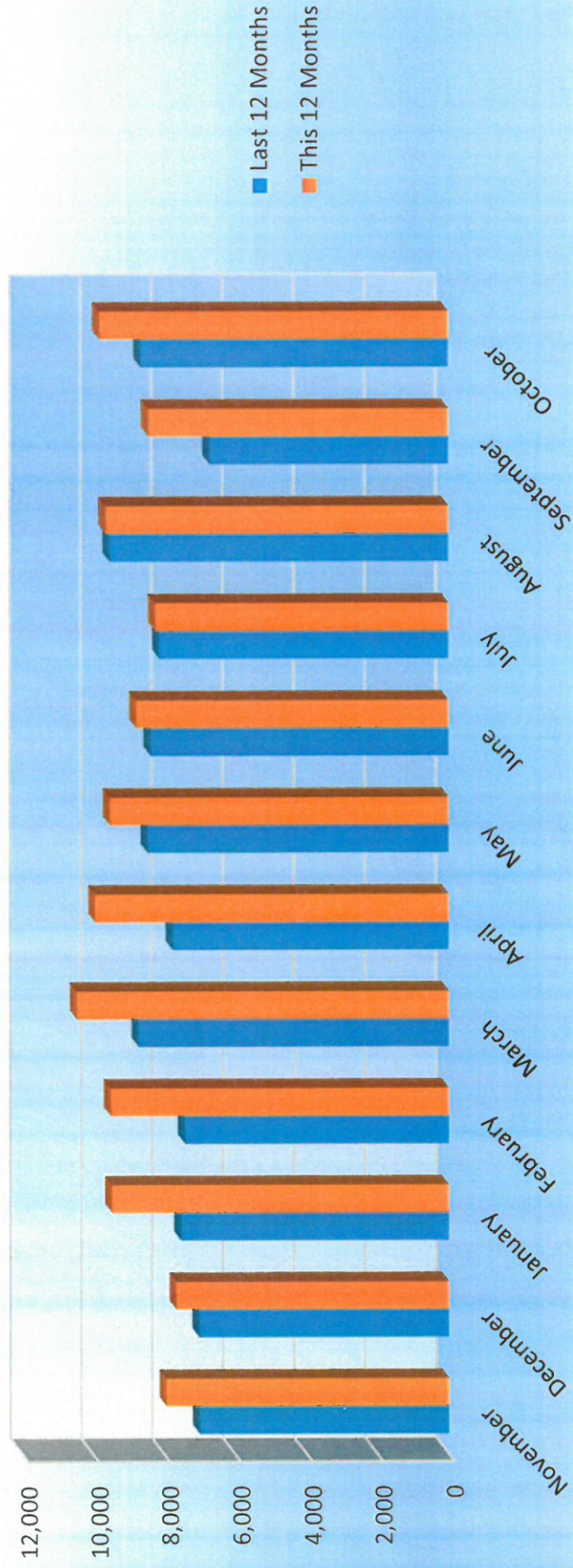
Citrus Connection and PCTS Fixed Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



Citrus Connection and PCTS Para Over 12 Months



LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: JANUARY 9, 2019
AGENDA ITEM#8

Agenda Item: **Other Business**

Presenter: TBD

Recommended
Action: TBD

Summary: TBD