#### LAKELAND AREA MASS TRANSIT DISTRICT **BOARD OF DIRECTORS MEETING**

Hollingsworth Board Room, 1212 George Jenkins Blvd, Lakeland, FL 33815.

#### Wednesday, July 15<sup>th</sup>, 2020, at 11:00 a.m.

Ca	ll to Order	Action Required
1.	Approval of June 10, 2020 LAMTD Board Meeting Minutes	Approval
2.	Public Comments	None
3.	Opening Public Comments for Annual TDP Update / Julia Davis, Polk TPO	None
4.	Finance / David Persaud, Chief Financial Officer a. LAMTD Financials b. PCTS Financials c. TD Financials d. Proposed FY 2020-21 Millage Rate e. FTA CARES ACT Formula Grant for the Lakeland UZA f. FTA CARES ACT Formula Grant for the Winter Haven UZA	None None None Approval Approval Approval
5.	<ul> <li>Legal / Ben Darby, Esq.</li> <li>a. Reserve at Lakeland Square Annexation, 20-18</li> <li>b. Tiger Concrete Annexation, 20-19</li> <li>c. Lakeland XF, LLC Annexation 20-20</li> <li>d. Swan Lake Village, 20-21</li> <li>e. Polk County School Board UAP</li> </ul>	Approval Approval Approval Approval
6.	Title VI Correction / Marcia Roberson, Director of RMCC	Approval
	Maintenance / Joe Cheney, Director of Fleet Maintenance a. East County Maintenance Facility b. Use of CIP to Supplement Grant Purchases of New Buses  Operations / Aaron Dunn, Director of Operations a. New Route 20X (CARES ACT)	Approval Approval
	<ul><li>b. New Route 21X (CARES ACT)</li><li>c. Route Changes 18X, 19X (PCTS)</li></ul>	Approval Approval
9.	Human Resources / Steven Schaible, Director of Human Resources a. TWU 525 Collective Bargaining Agreement b. Employee Handbook Update	Approval Approval
	. Executive Director Report / Tom Phillips a. Agency Update(s) . Executive Informational Summary / Tom Phillips	None
	<ul><li>a. June Calendar</li><li>b. Ridership and UAP Update</li><li>Other Business</li></ul>	None None TBD

#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #1

Agenda Item: Approval of the June 10, 2020 LAMTD Meeting Minutes

Presenter: James Phillips

Recommended

Action: Board approval of the June 10, 2020 LAMTD Meeting

Minutes

Attachments: June 10, 2020 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, June 10<sup>th</sup>, 2020 at 8:30 a.m.

#### **Directors:**

Polk County Commissioner John Hall Polk County Commissioner George Lindsey III City of Lakeland Commissioner Sara McCarley City of Lakeland Commissioner Phillip Walker City of Lakeland Mayor Bill Mutz

Executive Director: Tom Phillips Executive Assistant: James Phillips

#### **Call to Order**

8:30 a.m. By Commissioner Lindsey

#### Agenda Item #1 – Approval of the Minutes

a. Approval of the May 11, 2020 LAMTD Board Meeting Minutes

[Attachment available]

"Approval of meeting minutes for the month of January" 1<sup>st</sup> Sara McCarley/ 2<sup>nd</sup> George Lindsey

#### **MOTION CARRIED UNANIMOUSLY**

#### Agenda Item #2 - Public Comments

None

#### Agenda Item #3 - GEM Award

An award to Richard Ramirez- Cuenca for going the extra mile and changing the public perception of the Lake Miriam Publix General Manager.

#### Agenda Item #4 - Million Miles Recognition

In recognition of achieving a million miles with the agency, we will be honoring the following operators:

- Shawnda Perez
- Carmen Alvez

#### Agenda Item #5 – New Executive Director of Elderpoint Ministries Introduction

Staff would like to congratulate and introduce Lacey Gardner as the new Executive Director of Elderpoint Ministries

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

#### Agenda Item #6 - Finance

#### a. LAMTD Financials

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date April 30, 2020 FY 2019-2020

#### Year to Date April 30, 2020

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	58%	\$6,413,760	\$6,965,700	109%	\$11 Million
Expenses YTD	58%	\$6,413,760	\$5,751,340	90%	\$11 Million

#### **REVENUES:**

The total revenues realized year-to-date through April 30, 2020 totaled \$6.97 million or 109% of the YTD budget.

- Farebox revenues reflect \$275,570 or 80% of YTD budgeted revenues through April 30, 2020.
- Contract revenues totaled \$82,845 under the YTD budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled zero for RAMCO. RAMCO payment of \$93,600 billed in January 2020. The District with the assistance of legal counsel Ben Darby is assisting in collection.
- Ad Valorem taxes reflects \$4.764 million or 98% of budget. The total budgeted revenues are \$4.86 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Interest Income on Investment at the LGIP totaled \$84,300 in line with budget.
- 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 \$197,520.
- 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

### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

reimbursement is received at the end of the fiscal year after State funds are recognized. The year-to-date revenues totaled \$608,910.

- Advertising income reflects \$70,680 under budget.
- The Support cost reimbursement revenue is in line with budget.
- Misc. revenue reflects \$54,727 under 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 April 30, 2020 totaled \$5.75 million or 90% of the YTD budget.

- Salaries and benefits represent 65% of the FY 2019-2020 budget. As of April 30, 2020, these expenses totaled \$3.7 million or 10% under budget of \$4.1 million a favorable variance.
- Professional and Technical Services expenses totaled \$258,785 of the YTD budget, and over budget due to contract payments for Trapeze.
- Other services expenses totaled \$61,880 of the YTD budget, over budget and is for cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$229,396 YTD, under budget.
- Materials and supplies totaled \$367,697 and under budget for vehicle parts.
- Dues and subscriptions, and office supplies are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget since payments are quarterly and annually.
- Fixed and variable cost has contributed to some budget variances since it is a combination of a onetime cost and reoccurring costs.
- The CRA Payments totaling \$257,706 for Tax Year 2019 is paid.

Other remaining expenses are under the YTD budget through April 30, 2020

#### **CHANGE IN FINANCIAL CONDITION**

Based on the year-to-date budget-to-actual variances through April 30<sup>th</sup> the financials reflect a favorable actual variance of \$1.2 million with 58% of the fiscal year due to collection of property taxes.

### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS								
	9/30/19	9/30/18	9/30/17	9/30/16	9/30/15			
1. Farebox Recovery Ratio (All modes)	10.13%	13.00%	10.04%	13.95%	25.50%			
2. Cost per revenue hour	\$116.62	\$108.42	\$106.94	\$104.76	\$89.45			
3. Revenue Hours	145,405	146,597	142,189	139,228	103,550			
4. Fuel Cost (\$)	\$949,887	\$1,082,166	\$834,971	\$757,485	\$847,360			
5. Ridership	1,294,771	1,252,600	1,346,211	1,393,620	1,424,965			

<sup>\*</sup> Total 10.13%, LAMTD 13.37%, PCTS 4.70%

#### b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of April 30, 2020
Year to Date Report
Percent of FY Reported (58%)

#### Revenues

- ➤ The revenues totaled \$4.0 million or 87% of the year-to-date budget.
- ➤ The FTA grants drawdown \$914,000 year-to-date.
- Fare Revenues totaled \$54,110 or 68% of the year-to-date budget.
- ➤ The Polk County City Contributions reflects payment of \$495,620 and over the FY Budget.
- The County funding reflects payments for the budgeted grants match totaling \$2.153 million for the for the third of four payments.
- The FDOT Grants drawdown reflects \$340,600 or 54%.

#### **Expenses**

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$4.00 million or 87% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.2 million or 89% of the YTD Budget
- ➤ Operating expenses totaled \$1.3 million or 97% of the YTD Budget.
- The contract services are for contractual cost for the four routes with the Contractor Transitions Commute Solutions with expenses of \$457,200 or 80% of budget.
- ➤ Capital Expenses shows no activity.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

#### c. TD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of April 30, 2020
Year to Date Report
Percent of FY Reported (83%)
State FY July 1, 2019 thru June 30, 2020

#### Revenues

- ➤ The revenues totaled \$1.2 million or 94% of the year-to-date budget.
- ➤ The TD Trust Fund Grant drawdown reflects \$1.02 million or 91% of the grant.
- ➤ Contract Revenues and other revenues totaled \$40,520.
- ➤ The County funding for the match totaled \$105,000 or 84%.

#### **Expenses**

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$1.05 million or 84% of the year-to-date budget.
- ➤ Salaries and wages totaled \$786,300 or 97% of the YTD Budget.
- ➤ Operating expenses totaled \$263,000 or 60% of the YTD Budget.

#### **Operating Results**

Actual Revenues exceeded actual expenses by \$120,160.

Lakeland Area Mass Transit District										
Transportation Disadvantage Program										
Period Ending -April, 2020										
	Revenue									
	Anr	nual Budget	Y.	TD Budget	Υ	TD Actual	Total YTD			
Revenues										
County Match 10%	\$	149,788	\$	124,823	\$	105,265	84%			
Contract Revenue	\$	228	\$	190	\$	808				
Adult Day Care			\$	-	\$	39,710				
FDOT Grants:			\$	-						
CTD Grant -Operating	\$	1,348,094	\$	1,123,412	\$	1,023,621	91%			
Total	\$	1,498,110	\$	1,248,425	\$	1,169,403	94%			
		Exp	end	liture						
	Anr	nual Budget	Y.	TD Budget	Υ	TD Actual	Total YTD			
Labor	\$	973,780	\$	811,483		\$786,267	97%			
			\$	-						
Operating	\$	524,330	\$	436,942	\$	262,981	60%			
Total	\$	1,498,110	\$	1,248,425		\$1,049,248	84%			

### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

d. FY 2020-21 Florida (CTD) Commission for Transportation Disadvantaged Budget for the Lakeland Area Mass Transit District which is the designated Community Transportation Coordinator for Polk County.

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

The total Budget is \$1,483,250. The Commission for Transportation Disadvantaged will fund \$1,334,690 through grant funds and \$148,300 will be budgeted into the Polk County's Transit Budget. The total operating expense is \$1,483,250.

The total authorized full-time positions are 16 in 2021.

[Attachment available]

"Approval of the annual Operating Budget for the period of July 1st, 2020 through June 30th, 2021"

1st Phillip Walker/ 2nd Sara McCarley

MOTION CARRIED UNANIMOUSLY

e. Federal Transit Administration CARES ACT Formula Grant for the Lakeland UZA

[Tabled for July 15, 2020]

f. Federal Transit Administration CARES ACT Formula Grant for the Winter Haven UZA

[Tabled for July 15, 2020]

#### Agenda Item #7- Legal

a. Peace River UP Renewal

Standard renewal of the previous contract with the addition for it to automatically renew for three years.

"Approve the renewed Universal Access Program Agreement between the Lakeland Area Mass Transit District and Peace River."

1<sup>st</sup> George Lindsey/ 2<sup>nd</sup> Sara McCarley

#### **MOTION CARRIED UNANIMOUSLY**

b. PACE Center for Girls Easement

Discussions continue where to put the shelter on the property.

c. Center State East Land Annexation

An agreement entered by Ackerman development, formerly the dragstrip, and the Lakeland Area Mass Transit District to provide access to the easement property for use of a transit shelter.

"Approve and sign the Easement Agreement between LAMTD and Ackerman."

1st Phillip Walker/ 2nd Sara McCarley

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, June 10<sup>th</sup>, 2020 at 8:30 a.m.

#### **Agenda Item #8 Operations**

a.	New Route 20X (Cares Act
	[Tabled until July 15, 2020]

- b. New Route 21X (Cares Act) [Tabled until July 15, 2020]
- c. Route Changes 18X, 19X (PCTS)
  [Tabled until July 15, 2020]

#### Agenda Item #9 - Executive Director Report

- a. Agency Updates
  - Remote work will stop in Phase III
  - Upcoming vacation

#### Agenda Item #11 – Executive Director Informational Summary

b.	May Calendar	
	[Attachment Available]	
c.	Ridership and UAP Update	
[At	ttachment Available]	
Age	enda Item #12 – Other Business	
No	ne	
Adj	journment at 9:26 a.m.	
Арр	proved this 15 <sup>th</sup> day of July, 2020.	
Cha	airman – County Commissioner John Hall	Minutes Recorder – James Phillips

#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #3

Agenda Item: Period of Public Comments for Polk TDP

Presenter: Julia Davis, Polk TPO

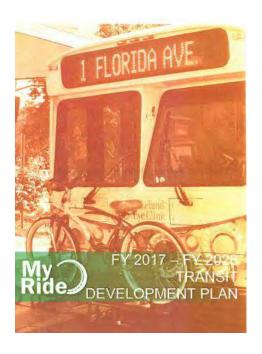
Recommended

Action: None

Summary: For each year of progress update, the Polk Transportation Planning

Organization opens a period of time for public comments to be added for consideration to the Transit Development Plan update.

# MY RIDE: POLK TRANSIT DEVELOPMENT PLAN 2017-2026 2020 ANNUAL PROGRESS REPORT



Submitted to:

## Florida Department of Transportation District One



Prepared By:



**DRAFT TO BE REVIEWED JULY 15, 2020** 

FINAL TO BE ADOPTED AUGUST 12, 2020 by LAMTD

#### ANNUAL PROGRESS REPORT

The progress report required by FDOT is needed for several purposes. First and foremost, the update is just that, a progress update, providing an annual check on the progress that a transit agency has made toward implementing the recommendations in the prior TDP major update. Therefore, the annual progress update serves as an Annual Progress Report (APR) for the TDP. In fact, FDOT defines the update as a "progress report" in the TDP Rule. The TDP APR is needed to accomplish several objectives, including:

- Providing a check-in on the TDP progress made;
- Identifying where progress is not occurring;
- Facilitating updates to the goals, objectives, and strategies outlined in the TDP;
- Prompting updates to the implementation and finance plans;
- Enabling re-evaluations to account for large changes in needs; and
- Ensuring that the TDP recommendations are reviewed periodically.

Based on the requirements listed as part of the TDP Rule, the efforts required to produce an APR are largely localized to a few components of a TDP major update. These components include the following, but, of course, this scope can change if there are significant changes within an agency's operating environment:

- 10-Year Implementation Plan;
- 10-Year Financial Plan; and
- Goals, Objectives & Policies.

While the Goals, Objectives & Policies (GOPs) section is not required to be updated as part of an APR, agencies do need to consider how changes to the implementation plan schedule may impact the pursuit of the GOPs. Oftentimes, this can be facilitated by keeping track of which GOPs are related to each of the projects in the implementation plan, which is discussed subsequently in this chapter. Alternatively, some agencies choose to include, in an addendum to the APR, specific notes on progress made related to each of the GOPs outlined in the TDP major update.

#### **Identification of the Submitting Entity:**

**Agency:** Lakeland Area Mass Transit District (LAMTD)

dba/Citrus Connection

**Telephone Number:** (863) 688-RIDE (7433)

Mailing Address: 1212 George Jenkins Blvd., Lakeland, FL 33815

**Authorizing Agency Representative:** Mr. Tom Phillips, Executive Director For more information about this plan, please contact Mr. Rodney Wetzel, Senior Planner, Citrus Connection, at the phone number or address above.

#### **Organization of the Report:**

This TDP progress report is organized into the following sections:

**Section 1: Introduction –** This section outlines the requirements of a TDP and includes contact information for the submitting agency.

**Section 2: Progress Report –** This section includes the progress report on past year's accomplishments and milestones achieved including the status of plan goals and objectives.

**Section 3: Implementation and Financial Plan –** This section presents the revised Implementation and Financial Program including the integration of any new recommendations.

#### **Section 1: Introduction**

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. The Block Grant Program requires public transit service providers to develop, adopt, and annually update a Ten-Year Transit Development Plan (TDP). Under legislation that became effective February 20, 2007, the TDP must undergo a Major Update every five years. In the interim years, an update is to be submitted in the form of an **annual progress report** on the ten-year implementation program of the TDP. Major updates involve more substantial reporting requirements than annual progress reports. Each major update and each annual progress report must be submitted to the appropriate Florida Department of Transportation (FDOT) District Office by September 1<sup>st</sup>.

The most recent major update of the Polk County Transit Development Plan, *My Ride*, was adopted by the Lakeland Area Mass Transit District (LAMTD) Board in August, 2017.

This is LAMTD's annual progress report for 2020 which documents October 1, 2019 to September 30, 2020. This report covers the 10-year period from 2020 through 2029. This meets the requirement for a TDP annual progress report in accordance with Rule Chapter 14-73, Florida Administrative Code (FAC).

Table 1-1 lists the TDP requirements from Rule 14-73.001 for annual progress reports and indicates whether or not the item was accomplished in this TDP.

**Table 1-1: TDP Progress Report Checklist** 

	Annual Progress Report Checklist Item	Related Section
Α	Past Year's accomplishments compared to the original	Section 2 – Progress
	implementation program	Report
В	Analysis of discrepancies between the plan and its	Section 2 – Progress
	implementation for the past year and steps that will be	Report
	taken to attain or modify original goals and objectives	
C	Any revisions to the implementation program for the	Section 3 –
	coming year	Implementation and
		Financial Plan
D	Revised implementation program for the new tenth	Section 3 –
	year	Implementation and
		Financial Plan
Е	Added recommendations for the new tenth year of the	Section 3 –
	updated plan	Implementation and
		Financial Plan
F	A revised financial plan	Section 3 –
		Implementation and
		Financial Plan
G	A revised list of projects or services needed to meet the	Section 3 –
	goals and objectives	Implementation and
		Financial Plan

Source: FDOT TDP Handbook – FDOT Guidance for Preparing and Reviewing Transit Development Plans, Version III, 2018.

#### **SECTION 2- PROGRESS REPORT**

## COMPONENT A: LAST YEAR'S ACCOMPLISHMENTS COMPARED TO THE ORIGINAL IMPLEMENTATION PLAN

A direct comparison should be drawn between the actual progress on the service and capital projects that were stipulated to start or complete during the prior year, versus what was planned according to the prior TDP (e.g., either the TDP major update or APR that was completed most recently). The most effective format to summarize this progress is to list all projects programmed to start or complete during the prior year, either as a bulleted summary or in tabular format, along with a simple status to denote the progress, as shown in **Table 2-1.** If the project is complex in nature, or is expected to span multiple years of implementation, then an explanation also should be provided following the table. If implemented or begun, it is important to include the date of implementation. If a project was implemented early enough in the prior year, then it makes sense to include data on performance or impacts to-date. Based on the table developed to meet this particular component, a short summary should be provided in instances of non-adherence to the prior TDP's.

Table 2-1

ACTIVITY	2017 TDP SERVICE PLAN	2019 RESULT	NOTES
Maximize existing service efficiency	Coordinated vehicle maintenance	No Change	The District is still working on increasing safety and Maintenance utilizing the Avail system
Maximize existing service efficiency	ting service administration and No Change		The District would like to combine the Call Center which is still housed in Bartow with other Administrative staff house in Lakeland. The issue is space at the present location. This may be corrected with the construction of a multimodal center.
Implement Service Improvements	Coordinated contracting for fuel and maintenance supplies and activities.	No Change	Continuation of Fuel Consortium
Implement Service Improvements	Improvements to existing service frequency (headways)	In our efforts to increase frequency and service hours the District implemented Reroute 2020	-
Implement Service Improvements	Extended weekday service hours (span), and weekend service.	In our efforts to increase frequency and service hours the District implemented Reroute 2020	RE-Route 2020 increased frequency and hours.
Implement Service Improvements	Additional weekend service (either Saturday or Sunday).	No Change	We did increase Saturday ADA services but no new Saturday services for fixed routes.

Service expansion	New routes operating in county activity centers with no existing service	This year we added the City of Davenport to Rural Route 16X and a new route 17X.	Route 17 runs through the cities of Lake Hamilton, Dundee, and Haines City. In October, the District started the Loughman route which provided services to the Loughman area. We also started the Peach Line that provides service in the Dixie Land Area of Lakeland in response to the "Road Diet" project implemented on South Florida Ave.
Service expansion	A proposed feeder route to the future Poinciana SunRail Station.	No Change	This route will start in a matter of months (September 2020) with service from the Posner Center Park and Ride to the SunRail Station.

Over the last year, LAMTD has achieved some milestones consistent with the adopted implementation plan in *My Ride the TDP Major Update*. The progress report included in this section is organized into two major categories:

- 1. Transit capital and infrastructure projects, and
- 2. Service planning and operational projects.

Each project or activity is briefly described and the accomplishment achieved is summarized. Any discrepancies between the Implementation plan and the activity described are noted and steps to be taken to modify the corresponding goal or milestone are presented. An additional subsection is included which presents the status of LAMTD goals and objectives identified in the My Ride TDP major update.

#### PROGRESS REPORT ON MILESTONES

Progress on ongoing efforts since the TDP major update adoption in August 2017, are summarized in **Table 2-2**, below. These efforts help LAMTD accomplish priority goals and work objectives.

Table 2-2

Service Type/Mode	Description	2019 Result	Notes
FY 2019 and FY 2020			

Route 1/101 Florida Ave Corridor	Maintain Existing Fixed Route Service	This milestone was met	This will no longer be a route, we have combined routes and transitioned to a color route system.
Route 3/301 Lakeland Hills Corridor	Maintain Existing Fixed Route Service	This milestone was met	This will no longer be a route, we have combined routes and transitioned to a color route system.
Route 10 Circulator	Maintain Existing Fixed Route Service	This milestone was met	
Route 12 Lakeland to WH	Maintain Existing Fixed Route Service	This milestone was met	
Route 14 Combee/Edgewood	Maintain Existing Fixed Route Service	This milestone was met	This will no longer be a route, we have combined routes and transitioned to a color route system.
Route 15 (N/S) Kathleen/Providence/Harden	Maintain Existing Fixed Route Service	This milestone was met	
Route 15 (E/W) Winter Haven/Haines City	Maintain Existing Fixed Route Service	This milestone was met	
Route 22XL Bartow Express	Maintain Existing Fixed Route Service	This milestone was met	
Route 22XW Winter Haven/Bartow	Maintain Existing Fixed Route Service	This milestone was met	
Route 25 Bartow/Fort Meade	Maintain Existing Fixed Route Service	This milestone was met	This route now has reduced service to Fort Mead at their request
Route 27X Dundee/Eagle Ridge Mall	Maintain Existing Fixed Route Service	This milestone was met	

Route 30 Legoland	Maintain Existing Fixed Route	This milestone was met	
	Service		
Route 32/33 South FL/Carter	Maintain Existing	This milestone was	
Rd.	Fixed Route	met	
	Service		
Route 35 Bartow/Lake Wales	Maintain Existing	This milestone was	This route does not
	Fixed Route	met	go to Bartow but to
	Service		the County Jail
Route 39 Bradley	Maintain Existing	This milestone was	
	Fixed Route	met	
	Service		
Route 40/44 Winter Haven	Maintain Existing	This milestone was	
Southside	Fixed Route	met	
	Service		
Route 45 George	Maintain Existing	This milestone was	This will no longer be a
Jenkins/Swindell	Fixed Route	met	route, we have
	Service		combined routes and transitioned to a color
			route system
Route 46	Maintain Existing	This milestone was	This will no longer be a
10th/Wabash/Ariana	Fixed Route	met	route, we have
Totti/ Wabasii/Ariaria	Service		combined routes and
	Service		transitioned to a color
			route system
Route 47 Duff Rd. Shuttle	Maintain Existing	This milestone was	This will no longer be a
	Fixed Route	met	route, we have
	Service		combined routes and
			transitioned to a color
Route 50 Auburndale	Maintain Existing	This milestone was	route system
Route 50 Auburndale	Fixed Route	met	
	Service	met	
Route 58 College Connector	Maintain Existing	This milestone was	This will no longer be
Route 38 College Collifector	Fixed Route	met	a route, we have
	Service	11100	combined routes and
	Jei vice		transitioned to a color
			route system.
Route 58X Airside Express	Maintain Existing	This route is no	Toute system.
Notice 30///ill side Express	Fixed Route	longer in existence	
	Service	Toriger in existence	
	JCI VICC		

Route 59X County Line Express	Maintain Existing Fixed Route Service	This goal was met but this route was removed an combined with another route	This will no longer be a route, we have combined routes and transitioned to a color route system.
Route 60 Winter Haven Northeast	Maintain Existing Fixed Route Service	This goal was met	
Route 416 Poinciana/Haines City LYNX	Maintain Existing Fixed Route Service	This goal was met	This route was changed this year to include Davenport
Route 427 US 27/Haines City LYNX	Maintain Existing Fixed Route Service	This goal was met	LYNX is no longer the contractor for N.E. Polk. The new provider is Transitions
Route 603 Neighborlink Line LYNX	Maintain Existing Fixed Route Service	The goal was met	
ADA Paratransit Service	Maintain Existing ADA Paratransit Service	This goal was met	Over 60,000 trips performed

#### **Transit Capital and Infrastructure**

#### **Bus Acquisitions**

With the implementation of a bus replacement plan adopted in 17/18, LAMTD acquired three new 24 ft. buses to the fleet, each with 4 wheelchair positions. LAMTD received three new 30 ft. ARBOC buses for the fixed-route fleet.

#### Park and Ride Lot on North US 98

One major goal of the TDP was the completion of the new Park and Ride lot on North US 98. This project completed in June of 2017, now stands as a major gateway to the City of Lakeland and has facilitated new partnerships with private transit agencies such as Mega Bus. This past year saw two additional shelters added to this project. The installation of bathrooms will be completed in the 2020/2021 FY.

#### Transit Intelligent Transportation System (ITS) Projects

Citrus Connection introduced a new fare media and commended its loyal passengers for their cooperation and willingness to change the way they pay their fares aboard its buses. The new Citrus Connection **SMARTCARD** fare payment system was implemented in October 2017 for FY 17/18 and is progressing each day. This new technology allows LAMTD to track not only ridership, but the rider and individual bus stop utilization. The District now has the ability to identify trends (strengths and deficiencies) in the system.

#### Other ITS project updates included:

- All Mentor Ranger Units were removed on County owned paratransit buses and replaced with Avail units in FY 17/18.
- New servers were installed in Lakeland to host the AVAIL communications system in FY 17/18.
- Tap Card readers for Smart Cards were installed in all fixed-route and paratransit buses in FY 17/18.
- Four (4) customer service Smart Card ticket sales stations were installed in FY 17/18.
- All GFI Genfare Fare boxes on fixed-route buses were removed and replaced with Diamond fare boxes in FY 17/18.
- The ability to utilize mobile ticketing. FY19/20

#### East Polk Maintenance Facility

Since the inception of transit services in the Winter Haven urbanized area, the need for a maintenance facility to service those vehicles that deliver transit services to the east Polk County routes has been a priority listed in the TDP. There is an existing maintenance facility in West Polk County, but due to the large geographical size of Polk County, it presents a great challenge to the routes operating in the eastern side of the County.

LAMTD secured consultant services to draw up concept plans for this proposed facility, in phases – a temporary facility and a permanent facility, along with cost estimates. However, the land utilized in the first study are no long a viable option. LAMTD requested FDOT provide funds for a feasibility study for potential sights and a cost benefit analysis, but it did not meet FDOT requirements. Next, the District contacted Polk TPO which has budgeted funds to conduct the feasibility study and these funds would be available in the coming year (FY 2020-21).

#### Capital Asset Management Plan

Transit performance measure targets were developed in coordination between LAMTD and the Polk TPO in January, 2017. As of the date of this report, all facilities have been inspected and rated. LAMTD has completed the Transit Asset Management Plan (TAM) requirement for FTA and the final plan was submitted to the TPO in September of 2018. This plan was also reviewed by an FDOT consultant who confirmed that the TMA was compliant.

#### **Service Planning and Operations**

#### Ridership

The fixed-route service in Lakeland, Winter Haven and the rural areas provided 984,748 rides in fiscal year 2019/20, which was down from the 1,197,673 rides in fiscal year 2018/19, which was slightly up from the 1,194,072, in 2017/18. The decrease is the direct result of the COVID-19 pandemic. Staff were diligent, working hard to keep the buses disinfected and seats block off for social distancing. All through the first few months of the pandemic, services remained open.

Ridership on the paratransit service is as follows:

-	2018	2019	2020
ADA	66400	71004	60330
TD	21630	20844	18457

#### New Routes

The new route 17X started in October 2019. It provides a connection along the Ridge corridor including the Cities of Dundee and Lake Hamilton. The route begins in Lake Wales and ends at the Haines City Plaza. Another new route that started in October 2019 was the Loughman route. This route provides needed services to those individuals in the Loughman area which up to this point has had no public transit. Lastly this year we started the Peach Line which provide services along the "Road Diet" project along South Florida Ave in the Dixie Land area.

#### Additional Pass Sales Hours at Terminals

In 2017/2018 FY, the hours of the Bus Pass Sales windows at the Lakeland and Winter Haven terminals were expanded. They are open Monday through Friday

from 8:30 a.m. to 5:30 p.m. This enhanced access to the fixed-route service and complements the other ticket purchase options for all Citrus Connection's riders.

#### **Universal Access Program Agreements**

Businesses, colleges, schools and organizations recognize the importance of public transportation by entering into Universal Access Agreements (UAPs) with LAMTD, where businesses and educational institutions pay a flat rate to subsidize transit for their employees, students or clients. Riders show their ID and are able to ride free. This program continues to thrive, with approximately a dozen UAPs currently in place, including Southeastern University, Pace Center for Girls, Polk County Schools, Peace River Center, and LEGOLAND. LAMTD is also proud of their partnership with the Polk County Board of County Commissioners for subsidizing free transportation for Veterans through a UAP.

#### Fair Share Agreements

In the Winter Haven urbanized areas, there are local municipalities that have partnered with transit to provide their citizens better access to public transportation. For many years, these contributions have been way below the fully allocated cost for service within their respective jurisdictions. LAMTD is diligently working with all of the municipalities to increase their contributions to twenty percent of overall cost.

#### Summer of Safety

Thanks to a partnership begun in 2012 between New Beginnings High School and Citrus Connection, the Summer of Safety program is running for its ninth year providing free public transportation to Polk County students ages 12-18. This program provides crucial transportation options throughout the summer when students are not in school and is the first of its kind in the United States.

#### **Quality Assurance**

Citrus Connection staff regularly administers surveys to riders for quality-assurance purposes, as well as to identify where and when their riders need public transportation. While this year's pandemic has made it impossible to conduct surveys, the last conducted survey shows that 60% of riders are using the system five days per week going to work, medical appointments or educational opportunities.

A Quality Assurance team was formed in 2018, and has initiated a Quality Assurance telephone line to help facilitate open lines of communication with our

riders. All bus operators have received Quality Assurance phone Line cards to hand out to passengers.

#### Federal Transit Administration (FTA) Triennial Review

Every three years, the FTA conducts a comprehensive compliance audit of each recipient of FTA Section 5307 Urbanized Area grant funds. The compliance audit consists of 20 subject areas which cover Procurement and Satisfactory Continuing Control, Civil Rights, and several other federal mandates. The process generally consists of two steps, a desk review conducted off-site by the FTA consultant reviewer and then a formal site visit. LAMTD serves as the designated recipient for the Lakeland and Winter Haven urbanized areas within Polk County. The FTA conducted a Triennial Review in April, 2018. No deficiencies were found with the FTA requirements in 19 areas. One deficiency was found in ADA-General, regarding revising the Riders' Guide to publicize how the public may request a reasonable modification for accessibility to transit services. This was completed before September 10, 2018.

#### Preparing for Safety

In the FY 2018/2019 the new position of Director of Safety was created. The department now operates as a separate division. In anticipation of the new FTA safety requirements and performance management requirements the new standalone department will move forward to work on the completion of the Safety Management System.

#### Dixieland Road Diet Project

In response to the City of Lakeland's plans to implement a road diet project along South Florida Avenue (SR 37), the Lakeland Area Mass Transit District, in coordination with FDOT and the City of Lakeland has designed a circulator route around the affected area. This route started on the 22<sup>nd</sup> of April, 2020.

#### "Re-Route 2020"

This activity in 2018/2019 FY studied the consolidation of eight routes in Lakeland to five new color-coded routes. These routes were implemented in October of 2019 with great success. The survey process was just about to get underway when the COVID-19 outbreak started. Customer surveys of the changes and the overall effects of these changes will be completed and reported in the updated full TDP.

# COMPONENT B: ANALYSIS OF ANY DISCREPANCIES BETWEEN THE PLAN AND ITS IMPLEMENTATION FOR THE PAST YEAR AND STEPS THAT WILL BE TAKEN TO ATTAIN ORIGINAL GOALS AND OBJECTIVES

An assessment of the objectives and policies that support the vision, mission, and goals of the TDP should be conducted to meet this requirement of APRs. Information from the assessment of the TDP implementation plan, conducted previously for Component A, can be used to assess the status of meeting individual TDP objectives and, therefore, goals. The assessment should be presented in tabular format for easy review. In meeting this requirement, the transit agency is provided with the opportunity to begin reflecting, before revising the implementation plan as part of meeting the next requirement, upon why changes may have been necessary. This reflection makes the TDP a truly strategic tool and "living document" for the transit system.

#### **EVALUATION OF TDP GOALS AND OBJECTIVES**

Goals and objectives are an integral part of any transportation plan because they provide policy direction to achieve the community's vision. As part of the planning process, goals, objectives and policies were established in My Ride – Polk Transit Development Plan FY 2017-FY2026. The resulting goals and objectives are consistent with the 10-year priorities and long-term improvements laid out in the plan which included operations, planning, policy and procedures, new technology, and capital and infrastructure priorities.

As part of this 2020 TDP Annual Progress Report, the goals, objectives and policies were assessed. Table 2-3 presents the goals and objectives for the TDP major update and additional columns in the table document were added to illustrate if the measure was achieved or is "in progress" and implemented over time.

#### Vision, Mission, Core Values, Overall Goal

**Vision Statement**: "Effectively connecting people with their world through expanded, environmentally-friendly service with full support of the communities we serve."

**Mission Statement**: "We strive to be a superior provider of transportation services that contribute to the economic growth and quality of life for the communities we serve."

#### **Core Values**

- 1. Safe and reliable transportation should be available to all regardless of their age, ability or social status.
- 2. Transportation is a part of the fabric of our community. Transportation projects and services should support vibrant communities and our vision for the future.
- 3. The best plans come from community collaboration. Leveraged resources go farther.

**Table 2-3 Polk TDP Goals and Objectives** 

Objective/Policy	Implementation (Yes/No)	2019/2020 Assessment
Overall Goal: "Develop and maintain a	Yes	Even though COVID-19 hit
public transportation system to		us this year and the
provide safe travel for all users which		system was forced to
supports livable communities and		temporarily reduce
economic activity."		services, LAMTD has
		continued to meet this
		goal

# Objective (1): Safety Objective Safe and Secure Travel Conditions On Public Transportation.

Objective/Policy	Implementation (Yes/No)	2019/2020 Assessment
Target (1.1) Maintain zero traffic- related fatalities on public transportation system.	Yes	Yes/ We have had zero fatalities
Target (1.2) Annually reduce injuries and accidents/incidents on public transportation system.	Yes	Yes/ Our agency Safety plan goal is a 2% reduction per year. We are currently on Par to meet or exceed that goal
Strategy and Action		
1.0.1: As part of the Transit Development Plan update, document the current safety and security of public transportation services and identify best safety and security practices for implementation as warranted.	Yes	Yes/ Safety and Security activities are evaluated/ audited routinely. We are active members of the Florida Safety Operations Network and regularly collaborate on safety and operational issues.

# Objective (2): Livability Objective Provide Travel Options For Persons Of All Ages And Abilities.

Objective/Policy	Implementation (Yes/No)	2019/2020 Assessment
Target (2.1) Overall average Transit Connectivity Index score of 175 for Polk County Census block groups.	-	This data is updated during the TDP Major update.
Target (2.2) 75% of senior residents (age 65+) with high or moderate access to fixed-route transit services based on the Transit Connectivity Index.	-	This data is updated during the TDP Major update.
Strategy and Action		
2.0.1 Support requirements for new development that place emphasis on the provision of complete streets, connectivity and access to transit.	Yes	LAMTD this year installed a number of shelters, bike racks, deployment pads and sidewalk access
2.0.2 Participate in the development of community strategies to support aging in place and senior mobility.	Yes	LAMTD started it's travel trainer program this year to help Seniors navigate the public transit system
2.0.3 Provide transportation infrastructure and services that support livable communities and ensure mobility for all residents.	Yes	The new route 16X this year included the underserved area of North East Haines City, a culturally diverse neighborhood.

## Objective (3): Mobility Objective Provide Transportation Options For Intercity And Local Travel.

Objective/Policy	Implementation (Yes/No)	2019/2020 Assessment
Target (3.1) Provide fixed-route transit service to all municipalities in Polk County.	Yes	This year saw the inclusion of Lake Hamilton. The only municipality not currently offered services is Polk City.
Strategy and Action		
3.0.1 Evaluate public transportation options for intercity travel as part of the Transit Development Plan.	Yes	The new route 17x now connects Lake Wales, Lake Hamilton and Haines City
3.0.2. As part of the Transit Development Plan update, document current public transportation options for intercity travel and identify opportunities for intercity and regional connections including feeder bus service to the Poinciana SunRail station.	Yes	Future routes being proposed for funding this year would connect Bradley Junction, Mulberry, Bartow and Lake Wales. In September 2020 we will start the connection to Sun-Rail.

## Objective (4): Economic Objective Provide Transportation Infrastructure And Services That Support Economic Vitality And Job Creation.

Objective/Policy	Implementation (Yes/No)	2019/2020 Assessment
Target (4.1) (none stipulated)		
Strategy and Action	1	
4.0.1 Focus on developing new ridership markets (economic growth, market-driven, outside of the traditional public transportation market segment).	Yes	LAMTD is currently working on a new project to install park and rides along the I-4 corridor in hopes of providing a shuttle between them and the Sun-Rail Station.
4.0.2 The transit agency shall initiate and partner in programs to educate the community on the need for and the value of public transportation. These efforts will include community forums, transit summits, public meetings and regular updates to local government and other stakeholders.	Yes	This year LAMTD put together a large transit summit with the Chair of the CTD as the main speaker. However, the Covid-19 put the summit on hold. Regular meetings are held with all the Municipalities
4.0.3 The transit agency will make the best use of existing resources to provide cost-efficient services and be a good steward of public resources. As part of a continuing commitment to the safe and cost-effective delivery of service, a set of Performance Standards will be used to evaluate said standards on an annual basis.	Yes	While LAMTD strives to provide the best and most cost-efficient services, this year has been anything but typical. Still services continued and are now back to full service.

#### SECTION 3- IMPLEMENTATION AND FINANCIAL PLAN

## COMPONENT C: ANY REVISIONS TO THE IMPLEMENTATION PROGRAM FOR THE COMING YEAR

Based on the discrepancy analysis and other emergent needs of the agency, the transit agency should use the APR to summarize any changes to the implementation plan for the next year. Ideally, the reasons for the changes can be summarized in a brief note as part of the implementation plan summary developed for Component A. However, if the project is complex, spans multiple years, has fundamentally changed, or is a new project altogether, a supplemental paragraph can be provided following the revised implementation program table, as discussed next.

The purpose of My Ride, Polk Transit Development Plan FY 2017-2026, is to provide direction for transit service improvements in Polk County over the next 10 years. This direction was developed through extensive public outreach and consideration of all modes of transportation options, resulting in a 10-year phased implementation plan. Progress on the implementation of service improvements and expansion in the 10-year plan, along with an updated implementation and financial plan, is included in this section.

In the major update of the My Ride TDP document, the following priorities were listed for operations and capital and infrastructure (This was edited to show current progress):

#### **OPERATIONS**

#### Maximize existing service efficiency

In a fiscally constrained transit environment, maximizing existing service efficiency is a high priority. Service efficiency includes:

- Coordinated vehicle maintenance
   This has been accomplished through the Avail system upgrade.
- Consolidated administration and maintenance activities, and Efforts to consolidate these locations remain a challenge. While maintenance and administration are housed together, the call center remains in Bartow.
- Coordinated contracting for fuel and maintenance supplies and activities.
   LAMTD remains a part of the fuel consortium for discounted fuel prices.

#### Implement service improvements

Service improvements were also identified as priorities for implementation. Service improvements include:

- Improvements to existing service frequency (headways)
   The implementation of ReRoute-2020 decreased deadhead by 46.19 miles per day
- Extended weekday service hours (span), ReRoute 2020 added 98.6 service hours per week
- Additional weekend service (either Saturday or Sunday).
   LAMTD continued and expanded its Saturday ADA service for those areas with no fixed route operations.

#### • Service expansion

Service expansion is a priority for implementation for the 10-year needs plan. Service expansion includes:

- New routes operating in county activity centers with no existing service, and LAMTD in order to improve the congestion along US 27 Citrus Connection implemented the new route 17X. This route connects the cities of Lake Wales, Dundee, Lake Hamilton, and Haines City with further connections to the four corners area. Citrus Connection was also able to implement the Loughman Route 19X providing service to a previously underserved area.
- A proposed feeder route to the future Poinciana SunRail Station.
   After much undertaking it was decided that the changes to the Loughman to provide access to the SunRail Station was the best option. These changes will be made in September 2020.

#### CAPITAL AND INFRASTRUCTURE

#### Downtown Lakeland Intermodal Center

The feasibility study has been complete in partnership with the City of Lakeland and FDOT and a site identified. FDOT, the City of Lakeland and Citrus Connection and the Polk TPO have talked about future steps needed.

#### East Polk Maintenance Facility

LAMTD has been assured by the TPO that funding will be available to complete a feasibility study this year.

#### Park and Ride Facilities

The first two rounds of funding are complete but there has been an issue with completion of the bathroom due to unknown issues with utilities. LAMTD will apply for FTA funding to help with completing this project.

#### • Vehicle expansion and replacement

LAMTD was awarded two new replacement buses this year and will look for additional bus replacement through CARES funding.

#### IT and Technology

By October 2019 LAMTD will have the technology to load smart cards online. LAMTD is also moving forward with on bus Wi-Fi, Vehicle health monitoring, USB charging stations, Pre-Trip information loaded into the Avail system and Phone ticketing.

As indicated in Section 2 of this report, progress has been made in the implementation of the 10-year implementation plan. During the development of the major update to the TDP in 2017, efforts were still ongoing regarding the consolidation of transit services from the Polk County Board of County Commissioners to LAMTD. The transfer of capital equipment and negotiating contracts has finally been completed, with the Polk BOCC actively participating in the funding of transit services.

Table 3-1 depicts the original Implementation Plan contained in the FY 2017-FY2026 TDP major update.

**Table 3-1 Original Service Implementation Plan** 

		Operating Characteristics		
Service Type/Mode	Description	Frequency (Weekday)	Service Span (Weekday)	Days of Service
FY 2017 and FY 2018				
Route 1/101 Florida Ave Corridor	Maintain Existing	30 mins	6:15 AM -	Mon -
	Fixed Route		6:05 PM	Sat
	Service			
Route 3/301 Lakeland Hills	Maintain Existing	60 mins	6:15 AM -	Mon -
Corridor	Fixed Route		6:05 PM	Fri
	Service			
Route 10 Circulator	Maintain Existing	60 mins	6:15 AM -	Mon -
	Fixed Route		6:05 PM	Fri
	Service			
Route 12 Lakeland to WH	Maintain Existing	60 mins	6:15 AM -	Mon -
	Fixed Route		7:05 PM	Sat
	Service			

Route 14 Combee/Edgewood	Maintain Existing Fixed Route	120 mins	7:15 AM - 6:05 PM	Mon - Fri
Route 15 (N/S) Kathleen/Providence/Harden	Service  Maintain Existing  Fixed Route  Service	60 mins	6:15 AM - 6:05 PM	Mon - Fri
Route 15 (E/W) Winter Haven/Haines City	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:00 PM	Mon - Sat
Route 22XL Bartow Express	Maintain Existing Fixed Route Service	90 mins	5:55 AM - 5:10 PM	Mon - Fri
Route 22XW Winter Haven/Bartow	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:00 PM	Mon - Sat
Route 25 Bartow/Fort Meade	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 5:45 PM	Mon - Fri
Route 27X Dundee/Eagle Ridge Mall	Maintain Existing Fixed Route Service	60 mins	6:00 AM - 7:05 AM	Mon - Fri
Route 30 Legoland	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 7:10 PM	Mon - Sun
Route 32/33 South FL/Carter Rd.	Maintain Existing Fixed Route Service	60 mins	7:41 AM - 6:05 PM	Mon - Fri
Route 35 Bartow/Lake Wales	Maintain Existing Fixed Route Service	120 mins	6:10 AM - 7:05 PM	Mon - Sat
Route 39 Bradley	Maintain Existing Fixed Route Service	5 hrs.	6:45 AM - 5:35 PM	Mon - Fri
Route 40/44 Winter Haven Southside	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:05 PM	Mon - Sat
Route 45 George Jenkins/Swindell	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 7:05 PM	Mon - Fri
Route 46 10th/Wabash/Ariana	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 5:05 PM	Mon - Fri

Route 47 Duff Rd. Shuttle	Maintain Existing Fixed Route Service	60 mins	8:15 AM - 5:05 PM	Mon - Fri
Route 50 Auburndale	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:05 PM	Mon - Sat
Route 58 College Connector	Maintain Existing Fixed Route Service	60 mins	6:30 AM - 4:40 PM	Mon - Fri
Route 58X Airside Express	Maintain Existing Fixed Route Service	15 mins	7:00 AM - 1:00 AM	Mon - Fri
Route 59X County Line Express	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 6:05 PM	Mon - Fri
Route 60 Winter Haven Northeast	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 7:05 PM	Mon - Sat
Route 416 Poinciana/Haines City LYNX	Maintain Existing Fixed Route Service	150 mins	10:40 AM - 7:00 PM	Mon - Fri
Route 427 US 27/Haines City LYNX	Maintain Existing Fixed Route Service	120 mins	6:25 AM - 7:12 PM	Mon - Fri
Route 603 Neighborlink Line LYNX	Maintain Existing Fixed Route Service	90 mins	6:05 AM - 6:15 PM	Mon - Fri
ADA Paratransit Service	Maintain Existing ADA Paratransit Service	n/a	6:00 AM – 6:30 PM	Mon - Sat
FY 2019				_
Route 12 Lakeland to WH	Increase Frequency Increase Hours of	30 mins	6:15 AM -	Mon -
	Service Add Weekend Service		8:05 PM	Sat
FY 2020			ı	
Route 1/101 Florida Ave Corridor	Increase Frequency Increase Hours of Service	15 mins	6:15 AM - 8:05 PM	Mon - Sun

	Add Weekend			
	Service			
FY 2021				
	Increase			
	Frequency			Mon -
Route 14 Combee/Edgewood	Increase Hours of		8:05 PM	Sat
_	Service			
	Add Weekend			
	Service			
	Increase			
	Frequency			
Route 15 Winter Haven - Haines	Increase Hours of		F.45 AN4	N.4
City	Service	60 mins	5:45 AM -	Mon -
	Add Weekend		7:35 PM	Sun
	Service			
	Increase			
Route 22XL Bartow Express	Frequency			
·	Increase Hours of	20 :	5:55 AM -	Mon -
	Service	30 mins	7:10 PM	Sat
	Add Weekend			
	Service			
SunRail Feeder Winter Haven to	Add New Service	30 mins	6:15 AM -	Mon -
Poinciana			8:05 PM	Fri
FY 2022				
	Increase			
Route 30 Legoland	Frequency	30 mins	6:15 AM -	Mon -
	Increase Hours of		8:05 PM	Sun
	Service			
Route 58 College Connector	Increase	30 mins	6:30 AM -	Mon -
	Frequency		4:40 PM	Fri
	Increase			
Route 427 US 27/Haines City	Frequency	60 mins	6:15 AM -	Mon -
LYNX	Increase Hours of		8:05 PM	Sat
	Service			
	Add Weekend			
	Service			
FY 2023				
Polk City to Winter Haven	Add New Service	60 mins	6:15 AM -	Mon -
			8:05 PM	Sat
Route 22XW Winter	Increase	60 mins	6:15 AM -	Mon -
Haven/Bartow	Frequency	00 1111113	8:05 PM	Sun

T		I	1
Increase Hours of			
Service			
Add Weekend			
Service			
Increase			
Frequency	30 mins	6:15 AM -	Mon -
Increase Hours of		8:05 PM	Sun
Service			
Add Weekend			
Service			
Increase Hours of			
Service	60 mins	6:15 AM -	Mon -
Add Weekend		8:05 PM	Sat
Service			
Increase Hours of			
Service	60 mins	6:15 AM -	Mon -
Add Weekend		8:05 PM	Sat
Service			
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Service	60 mins	6:15 AM -	Mon –
Add Weekend		8:05 PM	Sat
Service			
	Add Weekend Service  Increase Frequency Increase Hours of Service Add Weekend Service Add Weekend Service Add Weekend Service Add Weekend Service Increase Hours of Service Add Weekend	Service  Add Weekend Service  Increase Frequency Increase Hours of Service  Add Weekend Service  Increase Hours of Service  Add Weekend Service  Increase Hours of Service  Increase Hours of Service  Increase Hours of Service  Add Weekend Service  Increase Hours of Service  Add Weekend Service  Increase Hours of Service  Add Weekend  Add Weekend	Service  Add Weekend Service  Increase Frequency Increase Hours of Service  Add Weekend Service  Increase Hours of Service

### COMPONENT D: REVISED IMPLEMENTATION PROGRAM FOR THE TENTH YEAR

Agencies should provide an updated 10-year implementation plan as part of the APR. As a result of changes to projects for the upcoming year and any potential cascading effects that these changes may produce on subsequent year plans, all years up through the final implementation year (10<sup>th</sup> year) of the prior TDP should be reassessed. If for no other reason than to recertify the implementation years that were previously listed, it is important to ensure the accuracy of these projects before adding a new tenth year to the TDP.

The original Service Implementation Plan recommended maintaining existing service in FY 2017 and FY 2018, with the first improvement in FY 2019. The transit agency has been able to maintain existing transit services within their funding limitations. Until funding is identified to expand services, all resources have gone towards maintaining the areas currently served. Therefore, the Service Implementation Plan has been adjusted to move everything out one year, which adds the tenth year to the TDP Progress Report. The adjusted Service Implementation Plan follows in Table 3-2.

Table 3-2 REVISED SERVICE IMPLEMENTATION PLAN revised for 2020 and 2021

		Operati	ng Character	istics
Service Type/Mode	Description	Frequency (Weekday)	Service Span (Weekday)	Days of Service
FY 2019 and FY 2020				
Route 1/101 Florida Ave Corridor	Maintain Existing	30 mins	6:15 AM -	Mon -
Now the Gold Line	Fixed Route Service		6:45 PM	Sat
Route 3/301 Lakeland Hills	Maintain Existing	60 mins	6:15 AM -	Mon -
Corridor	Fixed Route		6:05 PM	Fri
Now the Pink Line	Service			
Route 10 Circulator	Maintain Existing	90 mins	5:45 AM -	Mon -
Now part of the Green and	Fixed Route		7:32 PM	Fri
Orange lines-2 buses	Service			
Route 12 Lakeland to WH	Maintain Existing	60 mins	5:45 AM -	Mon -
This is now the Purple Line	Fixed Route		7:55 PM	Sat
	Service			
Route 14 Combee/Edgewood	Maintain Existing	90 mins	5:45 AM -	Mon -
Now part of the Green and	Fixed Route		7:32 PM	Fri
Orange lines-2 buses	Service			
Route 15 (N/S)	Maintain Existing	45 mins	6:00 AM -	Mon -
Kathleen/Providence/Harden	Fixed Route		7:50 PM	Fri
	Service			
Route 15 (E/W) Winter	Maintain Existing	45 mins	6:00 AM -	Mon -
Haven/Haines City	Fixed Route		7:50 PM	Sat
	Service			
Route 22XL Bartow Express	Maintain Existing	90 mins	5:55 AM -	Mon -
Now the Silver line	Fixed Route		5:10 PM	Fri
	Service			
Route 22XW Winter	Maintain Existing	90 mins	5:45 AM -	Mon -
Haven/Bartow	Fixed Route		7:00 PM	Sat
	Service			
Route 25 Bartow/Fort Meade	Maintain Existing	90 mins	5:45 AM -	Mon -
	Fixed Route		5:45 PM	Fri
	Service			
Route 27X Dundee/Eagle Ridge	Maintain Existing	60 mins	6:00 AM -	Mon -
Mall	Fixed Route		7:05 AM	Fri
	Service			

Route 30 Legoland	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 7:10 PM	Mon - Sun
Route 32/33 South FL/Carter Rd. This is now the Blue Line	Maintain Existing Fixed Route Service	45 mins	5:45 AM - 7:50 PM	Mon - Fri
Route 35 Lake Wales	Maintain Existing Fixed Route Service	120 mins	6:10 AM - 7:05 PM	Mon - Sat
Route 39 Bradley	Maintain Existing Fixed Route Service	5 hrs.	6:45 AM - 5:35 PM	Mon - Fri
Route 40/44 Winter Haven Southside	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:05 PM	Mon - Sat
Route 45 George Jenkins/Swindell This is now the Yellow line 2 buses	Maintain Existing Fixed Route Service	90 mins	5:45AM - 7:36 PM	Mon - Fri
Route 46 10th/Wabash/Ariana This is now part of the Red Line-2 buses	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:29 PM	Mon - Fri
Route 47 Duff Rd. Shuttle This is now the Blue Line-2 buses	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:50 PM	Mon - Fri
Route 50 Auburndale	Maintain Existing Fixed Route Service	90 mins	5:45 AM - 7:05 PM	Mon - Sat
Route 58 College Connector	Maintain Existing Fixed Route Service	45 mins	6:00 AM - 7:50 PM	Mon - Fri
Route 58X Airside Express	Maintain Existing Fixed Route Service	No longer in service	7:00 AM - 1:00 AM	Mon - Fri
Route 59X County Line Express	Maintain Existing Fixed Route Service	No longer in service	6:15 AM - 6:05 PM	Mon - Fri
Route 60 Winter Haven Northeast	Maintain Existing Fixed Route Service	60 mins	6:15 AM - 7:05 PM	Mon - Sat

LYNX Now 16X         Fixed Route Service         7:00 PM         Fri           Route 427 US 27/Haines City LYNX         Maintain Existing Fixed Route Service         120 mins         6:25 AM - Fri         Mon - Fri           Route 603 Neighborlink Line LYNX         Maintain Existing Fixed Route Service         90 mins         6:05 AM - Fri         Mon - Fri           Route 17X Haines City to Lake Wales         Maintain Existing Fixed Route Service         120 mins         6:25 AM - Fri         Mon - Fri           Route 19X Loughman         Maintain Existing Fixed Route Service         6:36 PM Sat         Sat           ADA Paratransit Service         Maintain Existing Fixed Route Service         6:00 AM - 6:30 PM Sat         Sat           FY 2021         Increase Hours of Service Add Weekend Service         30 mins         6:15 AM Sat         Mon - Sat           FY 2022         Increase Hours of Service Add Weekend Service         15 mins Supply Sat         6:15 AM Sat         Mon - Sat           FY 2023         Increase Hours of Service Add Weekend Service         Frequency Increase Hours of Service Add Weekend Service         60 mins         6:15 AM Mon - Sat           FY 2023         Increase Hours of Service Add Weekend Service         60 mins         6:15 AM Mon - Sat           FY 2023         Increase Hours of Service Add Weekend Service         60 mins         6:15 AM Mon - Sat	Route 416 Poinciana/Haines City	Maintain Existing	150 mins	10:40 AM -	Mon -
LYNX Now 18X Service Route 603 Neighborlink Line LYNX Route 603 Neighborlink Line LYNX Route 17X Haines City to Lake Wales Route 17X Haines City to Lake Wales Route 19X Loughman Route 19X Loughman Route 19X Loughman ADA Paratransit Service Route 19X Loughman ADA Paratransit Service Route 12 Lakeland to WH Route 12 Lakeland to WH Route 17X Haines City to Lake Route 19X Loughman ADA Paratransit Service Add Weekend Service	LYNX Now 16X			7:00 PM	Fri
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Wales   Fixed Route   Service   G:36 PM   Sat					
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Route 19X Loughman    Maintain Existing Fixed Route Service   Maintain Existing ADA Paratransit Service   Maintain Existing ADA Paratransit Service   Maintain Existing ADA Paratransit Service   Mon-6:30 PM Sat Service   Mon-6:30 PM Sat Service   Mon-6:30 PM Sat Service   Mon-6:30 PM Sat Service   Mon-8:05 PM Sun Service   Mon-8:05 PM Sat Service   Mon-9:05 PM Sat Service   Mon-9:	Wales			6:36 PM	Sat
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ADA Paratransit Service  FY 2021  Route 12 Lakeland to WH  Route 12 Lakeland to WH  Route 17 Lakeland to WH  Route 18 Lakeland to WH  Route 18 Lakeland to WH  Route 19 Lak	ADA Davietus asit Comiss		/-	C.OO ANA	N/1-1-
FY 2021  Route 12 Lakeland to WH  Route 17 Lakeland to WH  Route 18 Lakeland to WH  Route 18 Lakeland to WH  Route 19 Lak	ADA Paratransit Service		n/a		
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Service	Route 22AL Bartow Express			F.F.F. A.N.A.	N4 = 1=
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Service   SunRail Feeder Winter Haven to Poinciana   Add New Service   30 mins   6:15 AM - 8:05 PM   Fri				7:10 PM	Sat
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Frequency   4:40 PM   Fri   Increase   Frequency   60 mins   6:15 AM -   Increase Hours of Service   Add Weekend Service   Frequency   Increase Hours of Service   Add Weekend Service   60 mins   6:15 AM -   Increase Hours of Service   60 mins   6:15 AM -   Increase   Frequency   60 mins   6:15 AM -   Increase   Frequency   Increase Hours of Service   Add Weekend Service		Service			
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Route 427 US 27/Haines City LYNX    Frequency   Increase Hours of Service   Add Weekend Service		Frequency		4:40 PM	Fri
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Route 22XW Winter Haven/Bartow    Increase Hours of Service   Add Weekend Service		Increase			
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Service Add Weekend	Rodre of Whiter Haven Wortheast		50 1111115		
Add Weekend				0.051101	Juli
EV 2027	FY 2027	Sei vice			

	Increase Hours of			
Route 15	Service	60 mins	6:15 AM -	Mon -
Kathleen/Providence/Harden	Add Weekend		8:05 PM	Sat
	Service			
FY 2028				
	Increase Hours of			
Route 3/301 Lakeland Hills	Service	60 mins	6:15 AM -	Mon -
Corridor	Add Weekend		8:05 PM	Sat
	Service			
	Increase Hours of			
Route 32/33 South FL/Carter Rd.	Service	60 mins	6:15 AM -	Mon –
	Add Weekend Service		8:05 PM	Sat
Add 2029				
New route with Park and Rides along	Add New Service	60 mins	6:15 AM -	Mon -
I-4 to SunRail			8:05 PM	Sat

To address the need for an increase in frequencies and extended hours, LAMTD developed what it calls "Re-Route 2020". By combining routes coupled with multiple buses traveling in opposite directions, LAMTD was able to increase services hours and frequency without the need for additional funding. This format is more in line with larger subway systems utilizing lines instead of routes. Plans were to initiate the program, then conduct an analysis and if the goals were met in the Lakeland area, phase two would include the Eastside of the County. This unfortunately was not the case. COVID-19 hit the system after just three months of services. The loss in ridership made it impossible for a clear analysis of data. Even with the extended efforts to maintain distancing and continuous cleaning and disinfection of the buses, there was a drastic decline in ridership.

In addition to continuing to implement capital and operating projects that move the Agency closer to meeting its Goals and Objectives, scheduled upgrades and improvements under new technology (ITS) include:

- Working with AVAIL to complete a prototype with Wi Fi, USB Charging, Pre-Trip on MDT, upgrade Modem from 3G to 4G technology, Video Surveillance with wireless connection and bus health monitoring.
- Working with AVAIL to implement remote loading of value on Smart Cards through Internet and fare payment with Smart Phones.

# COMPONENT E. ADDED RECOMMENDATIONS FOR THE NEW TENTH YEAR OF THE UPDATED PLAN

Next, transit agencies will need to determine which projects will be implemented in the new tenth year of the TDP. Whether the projects that are recommended for the new tenth year are brand new additions to the TDP, continuations of ongoing projects, or are simply projects that have been pushed back in implementation timing, it is important to denote all projects starting, continuing, or completing in the new tenth year of the TDP. This is shown in Table 3-3.

Table 3-3.

		Operati	ng Characteri	stics
Service Type/Mode	Description	Frequency (Weekday)	Service Span (Weekday)	Days of Service
FY 2028 2029				
Route 3/301 Lakeland Hills	Increase Hours of			
Corridor	Service	60 mins	6:15 AM -	Mon -
Now the Pink Line	Add Weekend		8:05 PM	Sat
	Service			
	Increase Hours of			
Route 32/33 South FL/Carter Rd.	Service	60 mins	6:15 AM -	Mon -
This is now the Blue Line	Add Weekend		8:05 PM	Sat
	Service			

### COMPONENT F. A REVISED "MY RIDE" FINANCIAL PLAN

After summing up all of the changes to the implementation plan from the upcoming year to the new tenth year, agencies need to update the financial plan to be consistent with the new implementation schedule. While updates to a financial plan may consist of straightforward changes to the year to which expenditures or revenues are allocated, the changes also may need to reflect funding source changes (e.g., the availability of a loan program has changed, or other modifications in local revenue sources), new costs and/or technology requirements, and even differences based on modifications/updates to the underlying assumptions in the financial plan. Meeting Component F can consist of a summary table in the same format as the TDP's original financial plan summary, itemizing revenues and costs by type (not necessarily by individual projects or routes) and including an additional column for the new 10th year of the updated plan.

Capital and operating costs in this progress report area consistent with the information and assumptions prepared for the My Ride TDP major update. All key assumptions are documented in the 2017 major update report. Cost estimates are based on a variety of data, including professional experience, recent procurements, peer agency costs, NTD data, trend information and analysis, fleet planning, and discussions with Transit Management staff. Revenue projections take into account capital and operating revenue from several sources, including state and federal grants, the District's Ad Valorem tax, allocated county general fund, passenger fares, and advertising sales.

Every year, LAMTD operates using a fiscally constrained, balanced budget to provide a basic level of transit service for Polk County. The updated 10-year Financial Plan for this TDP Progress Report is shown in the next two tables. **Table 3-4** contains the Revised Ten-Year Budget Estimates. **Table 3-5** contains the Revised Ten-Year Operating Revenue and Costs. As stated above with respect to the revised Service Implementation Plan, the dates on year of expense have been moved out a year to align with the revised Implementation Plan

Table 3-4
Revised Ten-Year Budget Estimates – FY 2020-2029

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	
	\$										
TOTAL	17,288,729.2	\$		\$	\$	\$			\$	\$	\$
COSTS	2	27,307,830.93	\$ 40,031,892.24	41,242,853.81	47,707,642.70	46,002,107.28	\$ 51,195,879.39	\$ 50,582,871.08	52,944,483.54	55,591,707.72	429,895,997.91
	\$										
TOTAL	21,051,821.4	\$		\$	\$	\$			\$	\$	\$
REVENUES	6	22,288,753.43	\$ 22,774,979.48	23,275,983.03	23,793,059.96	24,328,000.94	\$ 24,883,289.96	\$ 25,462,406.79	26,070,290.21	26,714,053.05	240,642,638.30
Budget		\$		\$	\$	\$					\$
Surplus/Defici	\$	(5,019,077.50	\$(17,256,912.77	(17,966,870.78	(23,914,582.74	(21,674,106.34	\$	\$	\$	\$	(189,253,359.61
t	3,763,092.24		)	)	)	)	(26,312,589.43)	(25,120,464.28)	(26,874,193.34)	(28,877,654.67)	)
		\$		\$	\$	\$			\$	\$	
	\$	(1,255,985.25	\$(18,512,898.02	(36,479,768.80	(60,394,351.55	(82,068,457.89	\$(108,381,047.32	\$(133,501,511.60	(160,375,704.94	(189,253,359.61	
Fund Balance	3,763,092.24	j		)	)	)	)	)	)	)	

Table 3-5
Revised Ten-Year Operating Revenues and Costs –FY 2020 – FY 2029

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
	Estimated	Estimated	Estimated	Estimated	Estimated	<b>Estimated</b>	Estimated	Estimated	Estimated	Estimated	TOTAL
Operating Costs											
Existing Fixed-Route Service	\$ 9,467,125.52	\$ 9,751,139.29	\$10,043,673.46	\$ 10,344,983.67	\$ 10,655,333.18	\$ 10,974,993.17	\$ 11,304,242.97	\$ 11,643,370.26	\$ 11,992,671.37	\$ 12,352,451.51	\$ 108,529,984.39
Existing ADA Paratransit Service	\$ 7,821,603.70	\$ 8,056,251.81	\$ 8,297,939.37	\$ 8,546,877.55	\$ 8,803,283.87	\$ 9,067,382.39	\$ 9,339,403.86	\$ 9,619,585.98	\$ 9,908,173.56	\$ 10,205,418.76	\$ 89,665,920.84
Maintain Existing Service	\$17,288,729.22	\$17,807,391.10	\$18,341,612.83	\$ 18,891,861.21	\$ 19,458,617.05	\$ 20,042,375.56	\$ 20,643,646.83	\$ 21,262,956.23	\$ 21,900,844.92	\$ 22,557,870.27	\$ 198,195,905.23
				_							_
Service Improvements	\$ -	\$ -	\$ 2,594,626.26	\$ 7,487,815.74	\$ 11,579,344.56	\$ 16,435,324.92	\$ 18,136,634.34	\$ 20,145,733.82	\$ 22,360,645.55	\$ 24,836,741.48	\$ 123,576,866.66
Service Expansion	\$ -	\$ -	\$ -	\$ -	\$ 2,307,691.20	\$ 2,357,306.56	\$ 2,798,267.36	\$ 2,858,430.11	\$ 2,919,886.36	\$ 2,982,663.91	\$ 16,224,245.49
Service Improvements & Expansions	<b>\$</b> -	\$ -	\$ 2,594,626.26	\$ 7,487,815.74	\$ 13,887,035.76	\$ 18,792,631.48	\$ 20,934,901.70	\$ 23,004,163.92	\$ 25,280,531.91	\$ 27,819,405.39	\$ 139,801,112.16
Total											
Operating Costs	\$17,288,729.22	\$17,807,391.10	\$20,936,239.09	\$ 26,379,676.95	\$ 33,345,652.81	\$ 38,835,007.04	\$ 41,578,548.53	\$ 44,267,120.16	\$ 47,181,376.83	\$ 50,377,275.66	\$ 337,997,017.38
Operating	\$17,288,729.22	\$17,807,391.10	\$20,936,239.09	\$ 26,379,676.95		\$ 38,835,007.04	\$ 41,578,548.53	\$ 44,267,120.16	\$ 47,181,376.83	\$ 50,377,275.66	\$ 337,997,017.38
Operating Costs  Operating	\$17,288,729.22 \$1,332,761.27	\$17,807,391.10 \$1,361,415.63	<b>\$20,936,239.09</b> \$1,390,686.07	\$ 26,379,676.95  \$ 1,420,585.82		\$ <b>38,835,007.04</b> \$ 1,482,327.67	\$ <b>41,578,548.53</b> \$ 1,514,197.72	\$ 44,267,120.16  \$ 1,546,752.97	\$ 47,181,376.83  \$ 1,580,008.16	\$ 50,377,275.66  \$ 1,613,978.34	\$ 337,997,017.38  \$ 14,693,842.06
Operating Costs  Operating Revenues LAMTD - Local General		, ,		\$	33,345,652.81			\$	\$	\$	\$
Operating Costs  Operating Revenues  LAMTD - Local General Revenue  PCTA - City Contributions  PCTA - Contract Revenue	\$ 1,332,761.27	\$ 1,361,415.63	\$ 1,390,686.07	\$ 1,420,585.82 \$	\$ 1,451,128.41	\$ 1,482,327.67	\$ 1,514,197.72	\$ 1,546,752.97 \$	\$ 1,580,008.16 \$	\$ 1,613,978.34 \$	\$ 14,693,842.06 \$
Operating Costs  Operating Revenues  LAMTD - Local General Revenue  PCTA - City Contributions  PCTA - Contract	\$ 1,332,761.27 \$ 508,012.38	\$ 1,361,415.63 \$ 518,934.65	\$ 1,390,686.07 \$ 530,091.74	\$ 1,420,585.82 \$ 541,488.71	\$ 1,451,128.41  \$ 553,130.72	\$ 1,482,327.67 \$ 565,023.03	\$ 1,514,197.72 \$ 577,171.03	\$ 1,546,752.97 \$ 589,580.20	\$ 1,580,008.16 \$ 602,256.18	\$ 1,613,978.34 \$ 615,204.69	\$ 14,693,842.06 \$ 5,600,893.33

LAMTD - FTA 5307 Operating	\$ 2,458,239.75	\$ 2,511,091.90	\$ 2,565,080.38	\$ 2,620,229.61	\$ 2,676,564.55	\$ 2,734,110.68	\$ 2,792,894.06	\$ 2,852,941.29	\$ 2,914,279.52	\$ 2,976,936.53	\$ 27,102,368.28
PCTA - FTA	\$ 2,730,237.73	\$ 2,311,071.70	\$ 2,303,000.30	\$	\$	\$ 2,73 <del>4</del> ,110.00	\$ 2,772,674.00	\$	\$	\$	\$
5307 Operating	\$ 2,426,246.37	\$ 2,478,410.67	\$ 2,531,696.50	2.586.127.97	2,641,729.72	\$ 2,698,526.91	\$ 2,756,545.24	2,815,810.96	2,876,350.90	2,938,192.44	26,749,637.68
PCTA - FTA	Ψ 2, 120,2 10.3 /	\$ 2,170,110.07	\$ 2,001,000.00	\$	\$	\$ 2,000,020.01	ψ 2,700,0 10.2 i	\$	\$	\$	\$
5311 Operating	\$ 1,224,076.22	\$ 1,500,472.63	\$ 1,532,732.79	1,565,686.55	1,599,348.81	\$ 1,633,734.81	\$ 1,668,860.10	1,704,740.60	1,741,392.52	1,778,832.46	15,949,877.47
				\$	\$			\$	\$	\$	\$
Property Tax	\$ 4,851,405.86	\$ 4,955,711.09	\$ 5,062,258.88	5,171,097.44	5,282,276.04	\$ 5,395,844.97	\$ 5,511,855.64	5,630,360.54	5,751,413.29	5,875,068.67	53,487,292.43
TD				\$	\$					\$	\$
Commission	\$ 64,788.64	\$ 66,181.59	\$ 67,604.50	69,057.99	70,542.74	\$ 72,059.41	\$ 73,608.69	\$ 75,191.27	\$ 76,807.89	78,459.26	714,301.98
State Block				\$	\$			\$	\$	\$	\$
Grant	\$ 1,720,576.29	\$ 1,925,433.06	\$ 1,966,829.88	2,009,116.72	2,052,312.73	\$ 2,096,437.45	\$ 2,141,510.86	2,187,553.34	2,234,585.74	2,282,629.33	20,616,985.39
FL											
Transportation				Φ.	Φ.			Φ.		Φ.	
Disadvantaged	ф 1 277 070 0 <b>2</b>	Φ 1 40 <i>C</i> C0 <b>7 2</b> 0	Ф 1 42 C 020 02	\$	\$	Ф 1 <b>531 617 7</b> 0	D 1 5 C 4 5 4 7 5 7	\$ 1,500,105,24	\$	\$	\$ 12.100.120.05
Program	\$ 1,377,078.02	\$ 1,406,685.20	\$ 1,436,928.93	1,467,822.90	1,499,381.09	\$ 1,531,617.79	\$ 1,564,547.57	1,598,185.34	1,632,546.33	1,667,646.07	15,182,439.25
FDOT Service	\$ 41,370.75	\$ 42,260.22	\$ 43,168.82	\$ 44,096.95	45,045.03	\$ 46,013.50	\$ 47,002.79	\$ 48,013.35	\$ 49.045.64	50,100.12	\$ 45C 117.15
Development FD0T	\$ 41,370.73	\$ 42,200.22	\$ 45,106.62	44,090.93	45,045.05	\$ 46,013.50	\$ 47,002.79	\$ 46,013.33	\$ 49,045.64	30,100.12	456,117.15
Congestion											
Management	\$ -										_
FDOT Transit	Ψ			\$	\$			\$	\$	\$	\$
Corridor	\$ 741,609.00	\$ 757,553.59	\$ 773,841.00	790,478.58	807,473.87	\$ 824,834.55	\$ 842,568.50	860,683.72	879,188.42	898,090.97	8,176,322.20
JARC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$</b> -
JI IIC	Ψ	Ψ	Ψ	\$ \$	\$	Ψ	Ψ	Ψ	Ψ	\$	S
Private	\$ 18,387.00	\$ 18,782.32	\$ 19,186.14	19,598.64	20,020.01	\$ 20,450.44	\$ 20,890.13	\$ 21,339.27	\$ 21,798.06	22,266.72	202,718.73
PTCA - Capital			, , , , , ,			, , , , , ,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FDOT Urban				\$	\$			\$	\$	\$	\$
Transit Capital	\$ -	\$ 236,266.98	\$ 241,346.72	246,535.68	251,836.20	\$ 257,250.67	\$ 262,781.56	268,431.37	274,202.64	280,098.00	2,318,749.82
Paratransit											
Operating				\$	\$			\$	\$	\$	\$
Revenue	\$ 1,583,786.40	\$ 1,621,164.81	\$ 1,663,037.70	1,710,134.51	1,763,545.69	\$ 1,824,852.12	\$ 1,896,323.44	1,981,220.49	2,084,258.40	2,212,321.56	18,340,645.14
Total				\$	\$			S	S	S	
Operating	\$21,051,821.46	\$22,288,753.43	\$22,774,979.48	23,275,983.03	23,793,059.96	\$ 24,328,000.94	\$ 24,883,289.96	25,462,406.79	26,070,290.21	26,714,053.05	\$
Revenues	,00-1,0-1,10		,								240,642,638.30
		T	T		T -	T	T	T -	Ι -	T -	T
Budget	\$ 3,763,092.24	\$ 4,481,362.33	\$ 1,838,740.39	\$	\$	0/4 / 505 00 / 40	0(1((0),0),0)	\$	\$	\$	\$
Surplus/Deficit	· - , ,	. ,,	. ,	(3,103,693.92)	(9,552,592.85)	\$(14,507,006.10)	\$(16,695,258.57)	(18,804,713.37)	(21,111,086.62)	(23,663,222.61)	(97,354,379.08)
Fund Balance	\$ 3,763,092.24	\$ 8,244,454.58	\$10,083,194.96	\$ 6,979,501.04	\$ (2,573,091.81)	\$(17,080,097.91)	\$(33,775,356.48)	\$ (52,580,069.85)	\$ (73,691,156.47)	\$ (97,354,379.08)	

# COMPONENT G: A REVISED LIST OF PROJECTS OR SERVICES NEEDED TO MEET THE GOALS AND OBJECTIVES, INCLUDING PROJECTS FOR WHICH FUNDING MAY NOT HAVE BEEN IDENTIFIED

Using the list of projects included in the TDP major update and any subsequent APR-related revisions to that list, transit agencies should revisit the projects that may be needed to fully meet the TDP goals and objective. Using lists of funded and unfunded needs, along with any new projects added since the major update, agencies are required to identify the revised list of projects, as necessary, to ensure that their GOPs will be met.

Objective/Policy	Funded and Unfunded Projects
Overall Goal: "Develop and maintain a public transportation system to provide safe travel for all users which supports livable communities and economic activity."	Funded – current system  Unfunded- additional funding for shelters, pads, benches, sidewalks, and new routes.

# Objective (1): Safety Objective Safe And Secure Travel Conditions On Public Transportation.

Objective/Policy	Funded and Unfunded Projects
Target (1.1) Maintain zero traffic- related fatalities on public transportation system.	Funded- The new Safety Department and Director of Safety Unfunded- Avail upgrade for incident and accident reporting data.
Target (1.2): Annually reduce injuries and accidents/incidents on public transportation system.	Funded- The new Safety Department and Director of Safety  Unfunded- Avail upgrade for incident and accident reporting data.
Strategy and Action	-
1.0.1: As part of the Transit Development Plan update, document the current safety and security of public transportation services and identify best safety and security practices for implementation as warranted.	Funded- The new Safety Department and Director of Safety  Unfunded- Avail upgrade for incident and accident reporting data. Avail upgrade for vehicle health monitoring.

# Objective (2): Livability Objective Provide Travel Options For Persons Of All Ages And Abilities.

Objective/Policy	Funded and Unfunded Projects
Target (2.1) Overall average Transit Connectivity Index score of 175 for Polk County Census block groups.	This data is updated during the TDP Major update.
Target (2.2) 75% of senior residents (age 65+) with high or moderate access to fixed-route transit services based on the Transit Connectivity Index.  Strategy and Action	This data is updated during the TDP Major update.
2.0.1 Support requirements for new development that place emphasis on the provision of complete streets, connectivity and access to transit.	Funded -This year LAMTD was awarded grant funds to place new shelters on two complete street projects.  Unfunded- future complete street projects
2.0.2 Participate in the development of community strategies to support aging in place and senior mobility.	Funded -mobility manager and travel trainer.  Unfunded- additional funding for shelters, pads, and sidewalks.
2.0.3 Provide transportation infrastructure and services that support livable communities and ensure mobility for all residents.	Funded -mobility manager and travel trainer.  Unfunded- additional funding for shelters, pads, and sidewalks.

# Objective (3): Mobility Objective Provide Transportation Options For Intercity And Local Travel.

Objective/Policy	Funded and Unfunded Projects
Target (3.1) Provide fixed-route transit service to all municipalities in Polk County.	Funded -LAMTD will be increasing services to two new municipalities this year.  Unfunded- a route that services Polk City
Strategy and Action	-
3.0.1 Evaluate public transportation options for intercity travel as part of the Transit Development Plan.	Funded-Two new intercity routes  Unfunded- a route servicing Polk City  Unfunded- BRT
3.0.2 As part of the Transit Development Plan update, document current public transportation options for intercity travel and identify opportunities for intercity and regional connections including feeder bus service to the Poinciana SunRail station.	Funded- routes connecting with the LYNX system.  Unfunded- a new route to the SunRail station in Poinciana

Objective (4): Economic Objective Provide Transportation Infrastructure And Services That Support Economic Vitality And Job Creation.

Objective/Policy	Funded and Unfunded Projects
Target (4.1) (none stipulated)	-
Strategy and Action	-
4.0.1 Focus on developing new	Funded- UAP program, Colts program, and
ridership markets (economic growth,	Summer of Safety
market-driven, outside of the	
traditional public transportation	
market segment).	
4.0.2 The transit agency shall initiate	Funded- Mobility management, transit
and partner in programs to educate	summit, workshops and stakeholder updates
the community on the need for and	
the value of public transportation.	
These efforts will include community	Unfunded- Media outreach
forums, transit summits, public	
meetings and regular updates to local	
government and other stakeholders.	
4.0.3 The transit agency will make the	Funded- ReRoute 2020 and performance
best use of existing resources to	standards.
provide cost-efficient services and be a	
good steward of public resources. As	
part of a continuing commitment to	
the safe and cost-effective delivery of	
service, a set of Performance	
Standards will be used to evaluate said	
standards on an annual basis.	

### **CONCLUSION**

This fiscal year has been a challenging yet rewarding year for public transportation in Polk County. This year saw the launch of the Re-Route 2020 plan that will increase frequency and hours while remaining cost neutral. LAMTD was also able to secure funding for two new routes this year that will start in October 2019. As the transition to one transit system completed its third year, there are still issues that need to be addressed, such as the cost of unifying the branding on all of the vehicles. This process will take time to complete and all new buses are receiving the updated logo.

A new endeavor for the District is the revamp of the "fair share" system with the municipalities through Polk County. The District identified that the fair share Agreements grossly understated the proportion of cost required to provide quality service to each municipality in the Winter Haven urbanized area. A goal of 20 percent of the total cost of providing services will be redistributed to the municipalities over a three-year period with a gradual increase to the required FTA 50% local match.

Over the past year, LAMTD continued to make strides towards implementing the priorities with respect to the adopted 10-year Major TDP Update, My Ride, adopted in 2017.

The 10-year TDP was created to ensure that limited public funds are being allocated in the most efficient way possible and to ensure that investment is still reflective of the values of the people of Polk County. Continued diligence and service optimization efforts ensure that LAMTD continues to provide the highest possible value to the county taxpayers/residents, and visitors. The phased Implementation Plan will hopefully assist the agency in achieving those objectives. As transit services in Polk County are expanded in a phased, measured, incremental, and cost-effective approach, the full vision for Polk County and LAMTD can be achieved over time, enhancing economic development and the agency's overall value to the community.

## **Fare Box Report**

The TDP and annual updates to the TDP, must contain a farebox recovery report that addresses "potential enhancements to productivity and performance which would have the effect of increasing farebox recovery ratio." This requirement for the TDP was added by the Florida Legislature in 2007 when it adopted House Bill 985. This legislation amended s. 341.071, Florida Statutes (F.S.), requiring transit agencies to "... specifically address potential enhancements to productivity and performance which would have the effect of increasing farebox recovery ratio." The Florida Department of Transportation subsequently issued guidance requiring the TDP and each annual update to include a 1–2-page summary report on the farebox recovery ratio and strategies implemented and planned to improve it as an appendix item."

### **BOARD OF DIRECTORS**





1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815 | 855-POLKBUS (765-5287) | WWW.RIDECITRUS.COM

Annual Farebox Recovery Ratio Report LAMTD Fixed-Route Bus System

July 2020

The FARE BOX report goes here

TDP Reviewer's Checklist Review Item	Compliant (Y/N)	Deficiencies	Comments
Past year's accomplishments compared to the original implementation program			
Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain or modify original goals and objectives			
Any revisions to the implementation program for the coming year			
Revised implementation program for the new tenth year			
Added recommendations for the new tenth year of the updated plan			
A revised financial plan			
A revised list of projects or services needed to meet the goals and objectives, including projects for which funding may not have been identified.			
Provided FDOT, decision- makers, and the public an opportunity to review and comment			

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 15, 2020 AGENDA ITEM #4a

Agenda Item: May 30, 2020 LAMTD Monthly Financial Statement

FY 2019-20

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget.

Attachments: See Attachments

## Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date May 30, 2020 FY 2019-2020

### Year to Date May 30, 2020

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	67%	\$7,330,000	\$7,171,720	98%	\$11 Million
Expenses YTD	67%	\$7,330,000	\$6,425,520	88%	\$11 Million

### **REVENUES:**

The total revenues realized year-to-date through May 30, 2020 totaled \$7.17 million or 98% of the YTD budget.

- Farebox revenues reflect \$292,082 or 74% of YTD budgeted revenues through May 30, 2020.
- Contract revenues totaled \$94,500 under the YTD budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues for RAMCO. Payment of \$93,600 billed in January 2020 and received in June 2020.
- Ad Valorem taxes reflects \$4.8 million or 99% of budget. The total budgeted revenues are \$4.86 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Interest Income on Investment at the LGIP totaled \$89,100, under budget.
- 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 \$265,000.
- 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 \$608,910.
- Advertising income reflects \$70,680 under budget.
- The Support cost reimbursement revenue is in line with budget.
- Misc. revenue reflects \$52,100 under 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 May 30, 2020 FY 2019-2020

### **EXPENSES:**

The total expenses year-to-date through May 30, 2020 totaled \$6.43 million or 88% of the YTD budget.

- Salaries and benefits represent 65% of the FY 2019-2020 budget. As of May 30, 2020, these expenses totaled \$4.2 million or 10% under budget of \$4.7 million a favorable variance.
- Professional and Technical Services expenses totaled \$275,300 of the YTD budget, and over budget due to contract payments for Trapeze.
- Other services expenses totaled \$64,500 of the YTD budget, over budget and is for cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$245,700 YTD, under budget.
- Materials and supplies totaled \$403,150 and under budget for vehicle parts.
- Dues and subscriptions, and office supplies are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget since payments are quarterly and annually.
- Fixed and variable cost has contributed to some budget variances since it is a combination of a onetime cost and reoccurring costs.
- The CRA Payments totaling \$257,706 for Tax Year 2019 is paid.

Other remaining expenses are under the YTD budget through May 30, 2020

### **CHANGE IN FINANCIAL CONDITION**

Based on the year-to-date budget-to-actual variances through May 30<sup>th</sup> the financials reflect a favorable actual variance of \$746,200 with 67% of the fiscal year due to collection of property taxes.

	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS												
		9/30/19	9/30/18	9/30/17	9/30/16	9/30/15							
1. Farebox Re	ecovery Ratio (All modes)	10.13%	13.00%	10.04%	13.95%	25.50%							
2. Cost per re	venue hour	\$116.62	\$108.42	\$106.94	\$104.76	\$89.45							
3. Revenue H	3. Revenue Hours		146,597	142,189	139,228	103,550							
4. Fuel Cost (	\$)	\$949,887	\$1,082,166	\$834,971	\$757,485	\$847,360							
5. Ridership		1,294,771	1,252,600	1,346,211	1,393,620	1,424,965							

<sup>\*</sup> Total 10.13%, LAMTD 13.37%, PCTS 4.70%



# LAKELAND AREA MASS TRANSIT DISTRICT

FY 2020

MONTHLY FINANCIAL STATEMENT

MONTH OF May 2020

					Month				YTD				A	roved Annual			
			Actual		Budget		Variance			Actual		Budget		Variance		App	Budget
			Actual		Duuget		\$'s	%		Actual		<u> Duuget</u>		\$'s	%		Duuget
	<u>I Account</u>								١.								
R4	Farebox/Pass Sales	\$	17,125		49,403		(32,277)	-65%				395,220		(103,138)	-26%		592,830
R6	Contract Income (UAP)	\$	11,621		17,781		(6,160)	-35%		- ,		142,247		(47,781)	-34%	-	213,370
R3	Other Contract Revenue			\$	7,800		(7,800)	-100%		93,600		62,400	\$	31,200	50%		93,600
R5	Miscellaneous Income	\$	(1,772)	\$	8,167	\$	(9,939)	-122%		52,954		,	\$	(12,379)	-19%		98,000
R7	Advertising Revenue			\$	12,000	\$	(12,000)	-100%		70,680	\$	96,000	\$	(25,320)	-26%		144,000
R8	Investment/Interest Income (net)	\$	4,788	\$	12,500	\$	(7,712)	-62%	\$	89,087	\$	100,000	\$	(10,913)	-11%	\$	150,000
R9	Ad Valorum Income, net	\$	50,582	\$	404,623	\$	(354,040)	-87%	\$	4,814,501	\$	3,236,980	\$	1,577,521	49%	\$	4,855,470
R10	FDOT Operating Grant	\$	67,492	\$	142,215	\$	(74,723)	-53%		265,011	\$	1,137,720	\$	(872,709)	-77%	\$	1,706,580
R11	Federal Operating Grant			\$	200,542	\$	(200,542)	-100%	\$	608,910	\$	1,604,333	\$	(995,423)	-62%	\$	2,406,500
R13	Cost Recovery			\$	2,167	\$	(2,167)	-100%	\$	41,272	\$	17,333	\$	23,939	138%	\$	26,000
R17	City of Lakeland	\$	14,373	\$	15,152	\$	(779)	-5%	\$	120,731	\$	121,213	\$	(482)	0%	\$	181,820
R1	Bartow Express		,	\$	1,478	\$	(1,478)	-100%		,	\$	11,827	\$	(11,827)	-100%	\$	17,740
R2	PCTS - Support Cost Reimb.	\$	42,426	\$	42,426	\$	(0)	0%	\$	339,407	\$	339,407	\$	(0)	0%	\$	509,110
	. O. O Cappert Court tomas.	Ė				<u> </u>		970	H		Ť	000,101	. —	<u> </u>	970		
TOTAL	TOTAL REVENUES	\$	206,635	\$	916,252	\$	(709,616)	-77%	\$	7,171,723	\$	7,330,013	\$	(158,290)	-2%	\$	10,995,020
	LE EXPENSES:	١.							١.								
1	Salaries	\$	364,263	\$	413,593		(49,329)	-12%			\$	3,308,740		(301,475)	-9%		4,963,110
2	Employee Benefits	\$	151,723	\$	178,214		(26,491)	-15%		,,		1,425,713		(190,503)	-13%		2,138,570
3	Advertising Fees	\$	10.540	\$	,	\$	(1,583)	-100%		- ,	\$	12,667	\$	(5,920)	-47%	\$	19,000
4 5	Professional & Techinical Ser Contract Maintenance Services	\$ \$	16,548 4,872	\$ \$	30,564 10,383	\$ \$	(14,016) (5,511)	-46% -53%		-,	\$ \$	244,513 83,067	\$	30,819 (38,686)	13% -47%	\$	366,770 124,600
6	Other Services	\$	2,580	Ф \$	5,204		(2,624)	-50%		,	\$	41,633	\$	(36,666)	-47 % 55%		62,450
7	Fuel & Lubricants	\$	16,327	\$	50,179	\$	(33,853)	-67%				401,433	\$	(155,711)	-39%	\$	602,150
8	Freight	\$	487	\$		\$	(359)	-42%		4,077		6,767	\$	(2,690)	-40%		10,150
9	Repairs & Maintenance	\$	2,195	\$	4.217		(2,022)	-48%			\$	33,733	\$	(15,327)	-45%		50,600
10	Materials & Supplies	\$	35,453	\$	,	\$	(18,556)	-34%		,	\$	432,067	\$	(28,917)	-7%		648,100
11	Utilities/Telephone	\$	10,798	\$	13,183	\$	(2,386)	-18%		,	\$	105,467	\$	(22,337)	-21%		158,200
13	Insurance Expense	\$	32,527	\$	35,374		(2,848)	-8%			\$	282,993	\$	(21,918)	-8%		424,490
14	Other Corporate Insurance	\$	-	\$	-	\$	-	0%	\$	_	\$	-	\$	-	0%	\$	-
15	Dues & Subscriptions	\$	97	\$	3,700	\$	(3,603)	-97%	\$	16,591	\$	29.600	\$	(13,009)	-44%	\$	44.400
16	Education/Training/Meeting/Travel	\$	25	\$	7,175	\$	(7,150)	-100%	\$	,	\$	57,400	\$	(30,733)	-54%	\$	86,100
17	Service Charges	\$	195	\$	1,150	\$	(955)	-83%	\$	5,786	\$	9,200	\$	(3,414)	-37%	\$	13,800
18	Office Expense	\$	4,758	\$	9,408	\$	(4,651)	-49%			\$	75,267	\$	(22,652)	-30%	\$	112,900
19	Advertising & Promotions	\$	605	\$	2,083	\$	(1,478)	-71%		6,287	\$	16,667	\$	(10,380)	-62%	\$	25,000
20	Miscellaneous Expenses	\$	5,546	\$	4,971	\$	575	12%			\$	39,767	\$	(12,802)	-32%	\$	59,650
21	Property Appraiser/Tax Collector Comm	\$	1,012	\$	, -	\$	(13,250)	-93%		,	\$	114,093	\$	44,029	39%		171,140
22	LDDA, CRA Contributions	\$	-	\$	19,270	\$	(19,270)	-100%		- ,	\$	154,160	\$	103,546	67%	\$	231,240
23	Capital Expenditures/ Debt Service	\$	25,228	\$	56,717		(31,489)	-56%		- ,	\$	453,733	\$	(251,910)	-56%	\$	680,600
24	Bad Debt	\$	-	\$ \$	167	\$ \$	(167)	-100%	1 1	24,000.00	\$	1,333	\$ \$	22,667	1700%	\$	2,000
25	Restricted Contingency	Ф		Ф	<del></del>	Ф	<del>-</del>	<u>0%</u>	\$	<del>-</del>	\$	-	Ф	<del>-</del>	0%	Ф	<del>-</del>
TOTAL	TOTAL EXPENDITURES	\$	675,235	\$	916,252	\$	(241,016)	-26%	\$	6,425,517	\$	7,330,013	\$	(904,496)	-12%	\$	10,995,020
	REVENUES (OVER)/UNDER EXPENDITURES		(468,600)	\$		\$	(468,600)		\$		\$		\$	746,206	70	\$	_

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 15, 2020 AGENDA ITEM #4b

Agenda Item: May 30, 2020 Financials for Polk County Transit Services

Contract – FY 2019-20

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget

Attachments: See Attachments

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 15, 2020 AGENDA ITEM #4b

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of May 30, 2020
Year to Date Report
Percent of FY Reported (67%)

### Revenues

- ➤ The revenues totaled \$4.13 million or 79% of the year-to-date budget.
- ➤ The FTA grants drawdown \$914,000 year-to-date.
- Fare Revenues totaled \$56,930 or 63% of the year-to-date budget.
- ➤ The Polk County City Contributions reflects payment of \$495,620 and over the FY Budget.
- The County funding reflects payments for the budgeted grants match totaling \$2.153 million for the for the third of four payments.
- The FDOT Grants drawdown reflects \$463,000 or 64%.

## **Expenses**

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$4.5 million or 87% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.5 million or 89% of the YTD Budget
- ➤ Operating expenses totaled \$1.5 million or 94% of the YTD Budget.
- ➤ The contract services are for contractual cost for the four routes with the Contractor Transitions Commute Solutions with expenses of \$551,000 or 84% of budget.
- ➤ Capital Expenses shows no activity.

# Lakeland Area Mass Transit District Financial Statement Polk County Contract Month of May 2020

# Revenue

		110101	100				
		Annual					Percent
		Budget	ΥT	D Budget	Υ	TD Actual	Expended
Revenues	Τ						
County Match	\$	2,176,676	\$	1,451,117	\$	2,153,247	148%
Other Contract Revenue - County	\$	36,690	\$	24,460	\$	48,148	197%
City Contribution	\$	497,320	\$	331,547	\$	495,621	149%
County Contribution - PCTS	\$	407,220	\$	271,480	\$	-	0%
Fares	\$	136,000	\$	90,667	\$	56,930	63%
FDOT Block Grants:							
GOV71/G1481 - WHAT/ADA	\$	643,490	\$	428,993	\$	=	0%
RURAL AQR07	\$	1,077,966	\$	718,644	\$	462,681	64%
FTA							
FTA 5307 Grant	\$	2,879,208	\$	1,919,472	\$	913,949	48%
Capital Contributions - County	\$	-	\$	-	\$	-	0%
Total	\$	7,854,570	\$	5,236,380	\$	4,130,576	79%

# Expenses

	Annual					Percent
	Budget	Y	TD Budget	Y	TD Actual	Expended
Labor	\$ 4,245,240	\$	2,830,160	\$	2,507,833	89%
Contract	\$ 980,326	\$	653,551	\$	550,424	84%
Operating	\$ 2,361,754	\$	1,574,503	\$	1,485,167	94%
Capital	\$ 203,160	\$	135,440	\$	-	0%
Capital - Loughman Route	\$ 64,090	\$	42,726	\$	-	0%
Total	\$ 7,854,570	\$	5,236,380	\$	4,543,424	87%

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JULY 15, 2020 AGENDA ITEM #4c

Agenda Item: May 30, 2020 Financials for The Transportation Disadvantaged

Program- FY 2019-20

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget

The Transportation Disadvantaged Program fiscal year starting July 1, 2019 and ends June 30, 2020. 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 JULY 15, 2020 AGENDA ITEM #4c

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of May 30, 2020
Year to Date Report
Percent of FY Reported (92%)

State FY July 1, 2019 thru June 30, 2020

### Revenues

- ➤ The revenues totaled \$1.35 million or 98% of the year-to-date budget.
- > The TD Trust Fund Grant drawdown reflects \$1.2 million or 97% of the grant.
- Contract Revenues and other revenues totaled \$40,520.
- ➤ The County funding for the match totaled \$112,100 or 82%.

# **Expenses**

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$1.13 million or 82% of the year-to-date budget.
- ➤ Salaries and wages totaled \$856,000 or 96% of the YTD Budget.
- ➤ Operating expenses totaled \$275,000 or 57% of the YTD Budget.

# **Operating Results**

Actual Revenues exceeded actual expenses by \$216,000.

## Lakeland Area Mass Transit District Transportation Disadvantage Program Period Ending -May, 2020

## Revenue

	Annual Budget	Y.	TD Budget	Y	TD Actual	Total YTD
Revenues						
County Match 10%	\$ 149,788	\$	137,306	\$	112,132	82%
Contract Revenue	\$ 228	\$	209	\$	808	
Adult Day Care		\$	-	\$	39,710	
FDOT Grants:		\$	-			
CTD Grant -Operating	\$ 1,348,094	\$	1,235,753	\$	1,193,474	97%
Total	\$ 1,498,110	\$	1,373,268	\$	1,346,124	98%

# Expenditure

	Annual Budget	Y	TD Budget	YTD Actual	Total YTD
Labor	\$ 973,780	\$	892,632	\$855,561	96%
		\$	-		
Operating	\$ 524,330	\$	480,636	\$ 274,884	57%
Total	\$ 1,498,110	\$	1,373,268	\$1,130,445	82%

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

July 15, 2020 AGENDA ITEM #4d

Agenda Item: Proposed FY 2020-21 Millage Rate / Certificate of Taxable Value

and Set Public Hearings for FY 2020-21

Millage Rate and Budget

Presenter: Tom Phillips, Executive Director

David Persaud, CFO

Recommended

Action: Recommend approval of the proposed aggregate millage rate of

.5000 mills and for the proposed FY 2020-21 Millage and Budget

Public Hearings.

Millage:

FY 2020-21 Proposed Millage rate .5000

FY 2020-21 Current Year Aggregate .4552

Rolled-Back-Rate

Current year proposed rate as a percent 9.84%

Change of Rolled-Back-Rate

The DR-420, Certification of Taxable Value, is due to the Property Appraiser by Friday, August 4, 2020. A copy of the DR-420 Certificate of Taxable Value is attached using the maximum allowable millage rate of .5000, the current rate of .5000 and the aggregate rolled back rate of .4552.

# **Public Hearings:**

First Public Hearing for FY 2020-21 Millage Rate and FY 2020-21 Budget: Thursday, September 3, 2020, at 5:01PM at Lakeland City Hall, City Commission Conference Room, 228 S.

Massachusetts Ave., Lakeland.

Second Public Hearing (Final) FY 2020-21 Millage Rate and FY 2020-21 Budget: Thursday, September 17, 2020 at 5:01PM at Lakeland City Hall, City Commission Conference Room, 228 S.

Massachusetts Ave., Lakeland.

Attachments: Form DR-420, Certification of Taxable Value

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

Disclosure

Reset Form

Print Form



# **CERTIFICATION OF TAXABLE VALUE**

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

Year:	2020	County: POLK							
Principal Authority:  LAKELAND AREA MASS TRANSIT DIS  Taxing Aut LAKELAND			IASS TRANSIT DIS						
SECTION I: COMPLETED BY PROPERTY APPRAISER									
1.	Current year taxable value of real property for operating pur	poses	\$	\$ 7,834,044,605					
2.	Current year taxable value of personal property for operating	\$	\$ 3,049,612,765						
3.	Current year taxable value of centrally assessed property for	\$	\$ 50,627,759						
4.	Current year gross taxable value for operating purposes (Lin	e 1 plus Line 2 plus Line 3	) \$	\$ 10,934,285,129 (4)					
5.	Current year net new taxable value (Add new construction, improvements increasing assessed value by at least 100%, a personal property value over 115% of the previous year's value.	\$	\$ 165,647,077 (5)						
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	\$ 10,768,638,052						
7.	Prior year FINAL gross taxable value from prior year applical	\$	\$ 10,318,843,121 (7						
8.	Does the taxing authority include tax increment financing a of worksheets (DR-420TIF) attached. If none, enter 0	YES YES	□ NO	Number 8	(8)				
9.	Does the taxing authority levy a voted debt service millage of years or less under s. 9(b), Article VII, State Constitution? If ye DR-420DEBT, Certification of Voted Debt Millage forms attached	☐ YES	✓ NO	Number 0	(9)				
	Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.								
SIGN HERE	Signature of Property Appraiser:	Date:	Date :						
TIERE	Electronically Certified by Property Appraiser	6/29/2020 2:12 PM							
SECT	TON II: COMPLETED BY TAXING AUTHORITY								
If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0									
10.	Prior year operating millage levy (If prior year millage was adj millage from Form DR-422)	0.5	0.5000 per \$1,000 (10						
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, o	\$		5,159,422	(11)				
12.	Amount, if any, paid or applied in prior year as a consequence of ar dedicated increment value (Sum of either Lines 6c or Line 7a for all D	\$ 257,706 (12							
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line	\$	\$ 4,901,716 (13						
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for	\$	\$ 0 (14						
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	\$ 10,768,638,052 (15)						
16.	Current year rolled-back rate (Line 13 divided by Line 15, mul	0.4	552	per \$1000	(16)				
17.	Current year proposed operating millage rate	0.5	0.5000 per \$1000						
18.	Total taxes to be levied at proposed millage rate (Line 17 mu by 1,000)	\$		5,467,143	(18)				

19.	Т	TYPE of principal authority (check one)			☐ County ✓  Municipality			<b>✓</b>	Independent Special District  Water Management District			(19)
					Mun	Істранцу			water Mana	igement Dis	trict	
20.	Applicable taxing authority (check			cone)  Principal Authority		Dependent Special District		(20)				
					MSTI	J			Water Mana	gement Dis	trict Basin	
21.	1. Is millage levied in more than one count			unty? (che	eck one)		Yes	<b>√</b>	No			(21)
	DEPENDENT SPECIAL DISTRICTS AND MSTUS STOP HERE - SIGN AND SUBMI									AIT		
22.									4,901,716	(22)		
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000) 0.4552							52 pe	er \$1,000	(23)		
24.	Cur	rent year aggreg	ate rolled-back taxes (L	Line 4 multij	plied by Lir	ne 23, div	ded by 1,0	000)	\$	4	4,977,287	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all \$5,467,143 DR-420 forms)								5,467,143	(25)		
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)							0.50	00 pe	er \$1,000	(26)	
27.	7. Current year proposed rate as a percent change of rolled-back rate ( <i>Line 23</i> , <b>minus 1</b> , multiplied by 100)					ate ( <i>Line</i>	26 divided	l by			9.84 %	(27)
		First public pudget hearing  Date: 9/3/2020			EST	Place : LAKELAND CITY HALL , 228 S MASSACHUSETTS AVENU ,LAKELAND FLORIDA				TS AVENUE	E	
5					ages com	ply with	n the pro	visio	ect to the b	.065 and th	-	
'	Signature of Chief Administrative Officer :							Date	:			
	Title:  David Persaud				Contact Name and Contact Title : David Persuad, CHIEF FINANCIAL OFFICER							
F	Mailing Address: 1212 GEORGE JENKINS BLVD				Physical Address: 1212 GEORGE JENKINS BLVD							
'	City, State, Zip :				Phone Number			er:	Fax Number :			
	LAKELAND, FL 33815					8633	8633271303 8633271343			<b>4</b> 3		

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- · DR-420TIF, Tax Increment Adjustment Worksheet
- · DR-420DEBT, Certification of Voted Debt Millage
- · DR-420MM-P, Maximum Millage Levy Calculation Preliminary Disclosure

### Section I: Property Appraiser

1 . . . r

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

#### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

#### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue Property Tax Oversight - TRIM Section P. O. Box 3000 Tallahassee, Florida 32315-3000

### Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

#### Line 24

Include only those levies derived from millage rates.

Reset Form

Print Form



# MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

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

Ye	ar: <b>2020</b>	County: PO	LK							
	ncipal Authority : KELAND AREA MASS TRANSIT DIS	Taxing Authority: LAKELAND AREA MA	1ASS TRANSIT DIS							
1.	Is your taxing authority a municipality or independent special distrad valorem taxes for less than 5 years?	Yes	✓ No	(1)						
	IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation									
2.	Current year rolled-back rate from Current Year Form DR-420, Line	16	0.4552	per \$1,000	(2)					
3.	Prior year maximum millage rate with a majority vote from 2018 For	m DR-420MM, Line 13	0.7285	per \$1,000	(3)					
4.	Prior year operating millage rate from Current Year Form DR-420, L	ine 10	0.5000	per \$1,000	(4)					
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.										
Adjust rolled-back rate based on prior year majority-vote maximum millage rate										
5.	Prior year final gross taxable value from Current Year Form DR-420,	Line 7	\$	10,318,843,121	(5)					
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	7,517,277	(6)						
7.	Amount, if any, paid or applied in prior year as a consequence of ar measured by a dedicated increment value from Current Year Form	\$	257,706	(7)						
8.	Adjusted prior year ad valorem proceeds with majority vote (Line o	\$	7,259,571	(8)						
9.	Adjusted current year taxable value from Current Year form DR-42	\$	10,768,638,052	(9)						
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, mo	0.6741	per \$1,000	(10)						
	Calculate maximum millage levy									
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	0.6741	per \$1,000	(11)						
12.	Adjustment for change in per capita Florida personal income (See I		1.0322	(12)						
13.	Majority vote maximum millage rate allowed (Line 11 multiplied b	0.6958	per \$1,000	(13)						
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 b	y 1.10)	0.7654	per \$1,000	(14)					
15.	Current year proposed millage rate	0.5000	per \$1,000	(15)						
16.	16. Minimum vote required to levy proposed millage: (Check one)									
V	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>									
b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <b>Enter Line 15 on Line 17.</b>										
c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17</i> .										
d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>										
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	0.6958	per \$1,000	(17)						
18.	Current year gross taxable value from Current Year Form DR-420, L	\$	10,934,285,129	(18)						

	4 A						
	Taxing Authority : LAKELAND AREA MASS TRANSIT DIS					DR-42	0MM-P R. 5/12 Page 2
19. Cu	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)		by 1,000)	\$	5,467	7,143	(19)
20. by	otal taxes levied at the maximum millage ra v 1,000)			\$	7,608,076		(20)
	EPENDENT SPECIAL DISTRICTS	510	18	HERE	E. SIGN AND SI	UBM	IT.
	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)			\$		0	(21)
22. To	otal current year proposed taxes (Line 19 pl	us Line 21)		\$	5,467	7,143	(22)
To	tal Maximum Taxes						
	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ( <i>The sum of all Lines 20 from each district's Form DR-420MM-P</i> )			\$		0	(23)
24. To	otal taxes at maximum millage rate (Line 20	plus Line 23)		\$	7,608	3,076	(24)
То	tal Maximum Versus Total Taxes Le	evied					
	25. Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)				(25)		
S	Taxing Authority Certification	I certify the millages and rates are correct to the best comply with the provisions of s. 200.065 and the property 200.081, F.S.					
I G N	Signature of Chief Administrative Officer	:		Date :			
H	Title: Cor David Persaud Da		Contact Name and Co David Persuad, CHIE	Contact Title : EF FINANCIAL OFFICER			
R	maning / daress :		Physical Address : 1212 GEORGE JENKII	INS BLVD			
	City, State, Zip : LAKELAND, FL 33815	1	Phone Number : 8633271303		Fax Number : 8633271343		

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

## MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE INSTRUCTIONS

#### **General Instructions**

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

#### **Line Instructions**

#### **Lines 5-10**

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

#### Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

#### **Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

#### Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

#### Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: July 15, 2020 AGENDA ITEM #4e

Agenda Item: Federal Transit Administration CARES ACT

Formula Grant for the Lakeland UZA

Presenter: David Persaud, CFO

Recommended

Action: Staff recommend approval of the Cares ACT Formula

Grant application for Lakeland Area Mass Transit

District for a total amount of \$7,023,403

Summary: This grant will provide 3 years of funding at 100% for

paving of the bus lot and repaving of employee parking lot, needed camera upgrades on buses, one terminal security position to cover all hours of operations, needed bus stop and shelter repairs, a route maintenance position to keep stops and shelters in a state of good repair, personal protection equipment and hand sanitizers for all buses, services expansion along US 60 that falls within the Lakeland UZA, restoration of Saturday services for

selected routes and eight replacement buses.

\$2,880,500.00
\$1,742,555.98
\$150,000.00
\$197,817.60
\$100,000.00
\$176,181.30
\$100,000.00
\$1,676,348.12
\$7,023,403.00

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: June 10, 2020 AGENDA ITEM #4f

Agenda Item: Federal Transit Administration CARES ACT

Formula Grant for the Winter Haven UZA

Presenter: David Persaud, CFO

Recommended

Action: Staff recommend approval of the Cares ACT Formula

Grant application for the Polk County for a total amount

of \$5,133,340.

Summary: This grant will provide 3 years of funding at 100% for

fleet maintenance facility, services expansion along US 60 that falls within the Winter Haven UZA, and the five

new buses.

Bus Replacement	\$1,856,575.00
Fleet Maintenance Facility	\$1,258,000.00
Fleet Maintenance Staff	\$536,377.48
Route Maintenance position	\$176,181.30
Service Expansion	\$1,306,206.22
Total Funds	\$5,133,340.00

Total \$3,827,133.78

Total Funds \$5,133,340.00

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #5a

Agenda Item: Reserve at Lakeland Square Annexation

Presenter: Ben Darby, Esq.

Recommended

Action: Approve the annexation of additional lands to the district

Summary: This annexation will add the Reserve at Lakeland Square

development project to the district.

Attachments: Agreement

#### LAKELAND AREA MASS TRANSIT DISTRICT

#### **RESOLUTION NO. 20-18**

A RESOLUTION RELATING TO DISTRICT BOUNDARIES; APPROVING AN ENLARGEMENT OF THE DISTRICT; INCLUDING WITHIN THE DISTRICT CERTAIN TERRITORY IN LAKELAND, FLORIDA, LOCATED AT 1906 GRIFFIN ROAD; FINDING APPROVAL BY THE PROPERTY OWNER; FINDING COMPLIANCE WITH THE COUNTY ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeland Area Mass Transit District was created on June 19, 1980, by the adoption of Ordinance No. 80-13 by the Board of County Commissioners of Polk County, Florida; and

WHEREAS, certain territory located at 1906 Griffin Road, more particularly described on Exhibit "A" attached hereto, is within the City of Lakeland; and

WHEREAS, that territory was not included within the boundaries of the district established by Polk County Ordinance No. 80-13, and approved in by City of Lakeland Ordinance No. 2205; and

WHEREAS, the Board of County Commissioners has adopted Ordinance No. 81-23, which amended Ordinance No. 80-13, to provide a procedure for adding territory to the District subsequent to its creation; and

WHEREAS, both the governing body of the Lakeland Area Mass Transit District and the owner of the property are desirous of adding such territory to the District.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE LAKELAND AREA MASS TRANSIT DISTRICT:

SECTION 1. The boundaries of the District are hereby revised to include the territory described on Exhibit "A" attached hereto.

SECTION 2. The approval of the owner of the territory described in Section 1 to the inclusion shall be evidenced by a letter executed by the owner of said property expressing its approval to being included in the District, and subject to the levy of an ad valorem tax by the District.

SECTION 3. The transit director has received a letter complying with Section 2, and it is hereby found that such letter complies with Ordinance No. 81-23.

SECTION 4. This resolution shall take effect upon its approval by the governing body, except that Section 1 shall not take effect until the City Commission of the City of Lakeland has adopted an ordinance approving of the inclusion of this territory, which is located in the City, into the District.

PASSED AND CERTIFIED AS TO PASSAGE this 15<sup>th</sup> day of July, 2020.

	-
	John Hall, Chairman
ATTEST:	
Secretary	
APPROVED AS TO FORM AND CORRECTNESS: _	
	Ben H. Darby, Jr., Attorney for the District

## Exhibit "A"

The East ½ of the SW ¼ of the NW ¼ of Section 2, Township 28 South, Range 23 East, Polk County, Florida, LESS maintained right-of-way for Griffin Road and LESS additional right-of-way for Griffin Road as described in Official Records Book 5641, Page 1783, Public Records of Polk County, Florida.

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #5b

Agenda Item: **Tiger Concrete Annexation** 

Presenter: Ben Darby, Esq.

Recommended

Action: Approve the annexation of additional lands to the district

Summary: This annexation will add the Tiger Concrete development

project to the district.

Attachments: Agreement

#### LAKELAND AREA MASS TRANSIT DISTRICT

#### RESOLUTION NO. 20-19

A RESOLUTION RELATING TO DISTRICT BOUNDARIES; APPROVING AN ENLARGEMENT OF THE DISTRICT; INCLUDING WITHIN THE DISTRICT CERTAIN TERRITORY IN LAKELAND, FLORIDA, LOCATED AT 4215 SOUTH PIPKIN ROAD; FINDING APPROVAL BY THE PROPERTY OWNER; FINDING COMPLIANCE WITH THE COUNTY ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeland Area Mass Transit District was created on June 19, 1980, by the adoption of Ordinance No. 80-13 by the Board of County Commissioners of Polk County, Florida; and

WHEREAS, certain territory located at 4215 South Pipkin Road, more particularly described on Exhibit "A" attached hereto, is within the City of Lakeland; and

WHEREAS, that territory was not included within the boundaries of the district established by Polk County Ordinance No. 80-13, and approved in by City of Lakeland Ordinance No. 2205; and

WHEREAS, the Board of County Commissioners has adopted Ordinance No. 81-23, which amended Ordinance No. 80-13, to provide a procedure for adding territory to the District subsequent to its creation; and

WHEREAS, both the governing body of the Lakeland Area Mass Transit District and the owner of the property are desirous of adding such territory to the District.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE LAKELAND AREA MASS TRANSIT DISTRICT:

SECTION 1. The boundaries of the District are hereby revised to include the territory described on Exhibit "A" attached hereto.

SECTION 2. The approval of the owner of the territory described in Section 1 to the inclusion shall be evidenced by a letter executed by the owner of said property expressing its approval to being included in the District, and subject to the levy of an ad valorem tax by the District.

SECTION 3. The transit director has received a letter complying with Section 2, and it is hereby found that such letter complies with Ordinance No. 81-23.

SECTION 4. This resolution shall take effect upon its approval by the governing body, except that Section 1 shall not take effect until the City Commission of the City of Lakeland has adopted an ordinance approving of the inclusion of this territory, which is located in the City, into the District.

PASSED AND CERTIFIED AS TO PASSAGE this 15<sup>th</sup> day of July, 2020.

	John Hall, Chairman
ATTEST:Secretary	John Han, Chamman
APPROVED AS TO FORM AND CORRECTNESS: _	Ben H. Darby, Jr., Attorney for the District

#### **EXHIBIT A**

#### DESCRIPTION OF PROPERTY

The North 2 acres of Lot 9, PARKWAY CORPORATE CENTER, according to the map or plat thereof as recorded in Plat Book 120, Page 22, Public Records of Polk County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Lot 9 for the Point of Beginning, thence North 89°38'43" East along the North line of said Lot 9 a distance of 465.40 feet to the Northeast corner of said Lot 9, thence South 00°21'17" East along the East line of said Lot 9 a distance of 187.19 feet, thence South 89°38'43" West 466.18 feet to the West line of said Lot 9, thence North 00°06'53" West along the West line a distance of 187.19 feet to the Point of Beginning.

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #5c

Agenda Item: Lakeland XF, LLC Annexation

Presenter: Ben Darby, Esq.

Recommended

Action: Approve the annexation of additional lands to the district

Summary: This annexation will add the Lakeland XF, LLC development

project to the district.

Attachments: Agreement

#### LAKELAND AREA MASS TRANSIT DISTRICT

#### RESOLUTION NO. 20-20

A RESOLUTION RELATING TO DISTRICT BOUNDARIES; APPROVING AN ENLARGEMENT OF THE DISTRICT; INCLUDING WITHIN THE DISTRICT CERTAIN TERRITORY IN LAKELAND, FLORIDA, LOCATED ON THE SOUTH SIDE OF STATE ROAD 33, SOUTH OF OLD POLK CITY ROAD, AND EAST OF TOMKOW ROAD; FINDING APPROVAL BY THE PROPERTY OWNER; FINDING COMPLIANCE WITH THE COUNTY ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeland Area Mass Transit District was created on June 19, 1980, by the adoption of Ordinance No. 80-13 by the Board of County Commissioners of Polk County, Florida; and

WHEREAS, certain territory located on the south side of State Road 33, south of Old Polk City Road, and east of Tomkow Road, more particularly described on Exhibit "A" attached hereto, is within the City of Lakeland; and

WHEREAS, that territory was not included within the boundaries of the district established by Polk County Ordinance No. 80-13, and approved in by City of Lakeland Ordinance No. 2205; and

WHEREAS, the Board of County Commissioners has adopted Ordinance No. 81-23, which amended Ordinance No. 80-13, to provide a procedure for adding territory to the District subsequent to its creation; and

WHEREAS, both the governing body of the Lakeland Area Mass Transit District and the owner of the property are desirous of adding such territory to the District.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE LAKELAND AREA MASS TRANSIT DISTRICT:

SECTION 1. The boundaries of the District are hereby revised to include the territory described on Exhibit "A" attached hereto.

SECTION 2. The approval of the owner of the territory described in Section 1 to the inclusion shall be evidenced by a letter executed by the owner of said property expressing its approval to being included in the District, and subject to the levy of an ad valorem tax by the District.

SECTION 3. The transit director has received a letter complying with Section 2, and it is hereby found that such letter complies with Ordinance No. 81-23.

SECTION 4. This resolution shall take effect upon its approval by the governing body, except that Section 1 shall not take effect until the City Commission of the City of Lakeland has adopted an ordinance approving of the inclusion of this territory, which is located in the City, into the District.

PASSED AND CERTIFIED AS TO PASSAGE this 15<sup>th</sup> day of July, 2020.

	John Hall, Chairman
ATTEST: Secretary	
APPROVED AS TO FORM AND CORRECTNESS:	Ben H. Darby, Jr., Attorney for the District

#### EXHIBIT A

#### **DESCRIPTION OF PROPERTY**

The land referred to herein below is situated in the County of Polk, State of Florida, and is described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, LYING SOUTH OF STATE ROAD 33, AND THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, LYING NORTH OF STATE ROAD NO. 400 (INTERSTATE 4), AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, LYING NORTH OF STATE ROAD NO. 400 (INTERSTATE 4), ALL BEING IN TOWNSHIP 27 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, NORTH 89°37'34" EAST, A DISTANCE OF 1319.74 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12, SOUTH 00°25'52" EAST, A DISTANCE OF 437.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 400 (INTERSTATE 4), SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG SAID NORTHERLY, RIGHT-OF-WAY LINE, 195.48 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 99339.24 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°10'25" WEST, 195.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 17°12'05" WEST, A DISTANCE OF 121.02 FEET; THENCE SOUTH 72°47'55" WEST, A DISTANCE OF 500.71 FEET; THENCE SOUTH 17°12'05" EAST, A DISTANCE OF 119.49 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 51.78 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 99339.24 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 72°48'49" WEST, 51.78 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES (1) SOUTH 72°47'55" WEST, A DISTANCE OF 1837.69 FEET TO A POINT OF CURVATURE; (2) THENCE 167.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 99322.92 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 72°45'01" WEST, 167.39 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, NORTH 00°20'40" WEST, A DISTANCE OF 1239.57 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE ALONG THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, NORTH 00°21'21" EAST, A DISTANCE OF 164.25 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 72°48'36" EAST, A DISTANCE OF 1381.45 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, SOUTH  $00^{\circ}33'49"$  WEST, A DISTANCE OF 571.17 FEET TO THE POINT OF BEGINNING.

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #5d

Agenda Item: Swan Lake Village Annexation

Presenter: Ben Darby, Esq.

Recommended

Action: Approve the annexation of additional lands to the district

Summary: This annexation will add the Swan Lake Village development

project to the district.

Attachments: Agreement

#### LAKELAND AREA MASS TRANSIT DISTRICT

#### **RESOLUTION NO. 20-21**

A RESOLUTION RELATING TO DISTRICT BOUNDARIES; APPROVING AN ENLARGEMENT OF THE DISTRICT; INCLUDING WITHIN THE DISTRICT CERTAIN TERRITORY IN LAKELAND, FLORIDA, LOCATED AT 2010 GRIFFIN ROAD; FINDING APPROVAL BY THE PROPERTY OWNER; FINDING COMPLIANCE WITH THE COUNTY ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeland Area Mass Transit District was created on June 19, 1980, by the adoption of Ordinance No. 80-13 by the Board of County Commissioners of Polk County, Florida; and

WHEREAS, certain territory located at 2010 Griffin Road, more particularly described on Exhibit "A" attached hereto, is within the City of Lakeland; and

WHEREAS, that territory was not included within the boundaries of the district established by Polk County Ordinance No. 80-13, and approved in by City of Lakeland Ordinance No. 2205; and

WHEREAS, the Board of County Commissioners has adopted Ordinance No. 81-23, which amended Ordinance No. 80-13, to provide a procedure for adding territory to the District subsequent to its creation; and

WHEREAS, both the governing body of the Lakeland Area Mass Transit District and the owner of the property are desirous of adding such territory to the District.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE LAKELAND AREA MASS TRANSIT DISTRICT:

SECTION 1. The boundaries of the District are hereby revised to include the territory described on Exhibit "A" attached hereto.

SECTION 2. The approval of the owner of the territory described in Section 1 to the inclusion shall be evidenced by a letter executed by the owner of said property expressing its approval to being included in the District, and subject to the levy of an ad valorem tax by the District.

SECTION 3. The transit director has received a letter complying with Section 2, and it is hereby found that such letter complies with Ordinance No. 81-23.

SECTION 4. This resolution shall take effect upon its approval by the governing body, except that Section 1 shall not take effect until the City Commission of the City of Lakeland has adopted an ordinance approving of the inclusion of this territory, which is located in the City, into the District.

PASSED AND CERTIFIED AS TO PASSAGE this 15th day of July, 2020.

	John Hall, Chairman
ATTEST:	
APPROVED AS TO FORM AND CORRECTNESS:	Ben H. Darby, Jr., Attorney for the District

### **EXHIBIT A**

### DESCRIPTION OF PROPERTY

The West ½ of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 28 South, Range 23 East, Polk County, Florida; LESS AND EXCEPT existing road rights-of-way.

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #5e

Agenda Item: Polk County School Board UAP Renewal

Presenter: Ben Darby, Esq.

Recommended

Action: Approve the renewed Universal Access Program Agreement

between the Lakeland Area Mass Transit District and Polk

County School Board

Summary: Standard renewal of the previous contract.

Attachments: Agreement

## Universal Access Service Agreement -The School Board of Polk County, Florida and the Lakeland Area Mass Transit District

This Service Agreement is entered into as of the 10<sup>th</sup> day of August, 2020, by and between The School Board of Polk County, Florida (hereinafter referred to as "School Board"), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the "District").

WHEREAS, the School Board desires to provide its students the benefit of unlimited access to public transit as a means of commuting to school, extracurricular activities, and enhanced access to transportation for employment and internships; and,

WHEREAS, the District operates a public transit system which currently provides fixed route bus service to and around many campuses in the county,

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

- 1. The term of this Agreement shall be for a period of three years commencing on August 10, 2020, through and including August 9, 2023.
- 2. The District will allow all School Board students in grades nine through twelve, unlimited access on Monday through Saturday during normal hours of operation for each fixed route transit trip when the students show the appropriate student identification card. The District shall provide unlimited access to fixed route transit service for the eligible students in accordance with the terms of this Agreement.
- 3. This Agreement shall terminate if the School Board or the District provides written notice of intent to terminate this Agreement ("Termination Notice") to the other parties hereto, ninety (90) days prior to termination of the service.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Centers where the particular bus is based. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

5. The monthly rate to be charged to the School Board by the District for the transit service during the first year of the term of this Agreement will be \$3,923.75 to be paid to the District and distributed by the District as provided in paragraph 7 below. This rate is based on 56,270 rides per year. In the event ridership for the transit service exceeds 56,270 rides during the first or second year of this Agreement, the monthly rate to be charged for the second or third year, as the case may be, will increase based on the following schedule:

Incremental percentage increase in ridership Percentage increase in monthly rate to be charged

0% - 19%	No increase in monthly rate
20% - 30%	10% increase in monthly rate
31% - 40%	additional 5% increase in monthly rate
41% - 50%	additional 5% increase in monthly rate
51% - 60%	additional 5% increase in monthly rate
61% - 70%	additional 5% increase in monthly rate
71% - 80%	additional 5% increase in monthly rate
81% - 90%	additional 5% increase in monthly rate
91% - 100%	additional 5% increase in monthly rate

For example, in the event the rides during the first or second year are 84,405, or exceed 56,270 by 28,135, the percentage increase in the monthly rate to be charged during the second or third year, as the case may be, is 50%, calculated as follows: 28,135 divided by 56,270. The increased monthly rate to be charged for such succeeding year would be \$4,708.50, or the total of the initial rate of \$3,923.75 and \$784.75 (20% of \$3,923.75).

- 6. Invoices will be issued each calendar month for the transit service and the School Board shall pay within 30 days of receipt of the invoice.
- 7. Each payment obligation of School Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the District at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be

obligated or liable for any future payments due or for any damages because of termination under this section.

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

SCHOOL BOARD: The School Board of Polk County, Florida

P.O. Box 391 Bartow, FL 33831 ATTN: Rob Davis

DISTRICT:

Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815 ATTN: Tom Phillips ATTN: Marcia Andresen

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

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

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

- 16. Participating students are at all times subject to the same standards of behavior applicable to all other passengers.
  - 17. This Agreement shall be construed in accordance with the laws of the State of Florida

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

- 18. Nothing contained herein shall operate or be construed as a waiver of the District or School Board's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
- 19. The School Board specifically acknowledges and agrees that all District routes are public bus routes, and District does not owe a duty of care to any COLTS Passenger greater than the duty of care that the District owes to any non-participating bus passenger. The School Board shall defend, indemnify, and hold harmless the District, and their commissioners, officers, employees, and agents from any claim, injury, damage, expense, or loss to the extent that it arises from a claim that the District owes a duty of care to any participating COLTS passenger greater than the duty of care that the District owes to any non participating bus passenger, subject to the limitations set forth in Section 768.28, Florida Statutes.
- 20. School Board and District agree that both parties shall comply with Florida's public records law to specifically include the following:

## Public Records. District agrees to:

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

the public agency to perform the service. If School Board transfers all public records to the public agency upon completion of the contract, School Board shall destroy any duplicate public records upon completion of the agreement, School Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

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

	THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
	BY:
Witnesses	
	LAKELAND AREA MASS TRANSIT DISTRICT
	BY: John Hall, Board Chairman
Witnesses	

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #6

Agenda Item: Title Program 2020-2023

Presenter: Marcia Roberson, Director of RMCC

Recommended

Action: Approve the revised program plan

Summary: It was brought to staff's attention that some revisions were necessary

before it could be adopted. We have since made those changes and

are presenting the final program plan today.

## **TITLE VI PROGRAM**

## 2020 Lakeland Area Mass Transit District

d.b.a.

## **Citrus Connection**

# FOR THE URBAN AREAS OF LAKELAND AND WINTER HAVEN, FLORIDA

FY 2020-2023

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## INTRODUCTION

The Lakeland Area Mass Transit District, d.b.a. Citrus Connection, is committed to meeting the requirements of Title VI of the Civil Rights Act of 1964:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance".

As part of the DOT regulations (70 FR 74087, December 14, 2005) and the FTA requirements, LAMTD is as well committed to meeting the requirement to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP) and minority population.

LAMTD is a direct recipient of Federal Transit Administration funds and operates in Lakeland Urbanized Area with a population of 288,558 according to the 2017 FDOT population estimates. LAMTD is also contracted to operate the Polk County Transit Services, located in the Winter Haven Urbanized Area with a population of 221,182 according to the 2017 FDOT population estimates. Including both transit systems, LAMTD operates less than 50 fixed route vehicles in peak service. LAMTD is submitting this updated report to the Federal Transit Administration to demonstrate that it complies with the non-discrimination clause of Title VI and complies with the regulations that were set forth in FTA Circular C 4702.1B. This report covers the existing conditions of the operations of LAMTD between October 1, 2016 and September 30, 2019, and is being submitted prior to the deadline of April 1, 2020 as set forth in the letter September 5, 2019 from the Regional Civil Rights Officer.

During the reporting period, LAMTD has only filed applications for financial assistance from the Federal Transit Administration. No applications for such assistance have been made with any other Federal agencies.

LYNX was a subrecipient for this reporting period.

## I. CERTIFICATION AND ASSURANCES

Lakeland Area Mass Transit District d.b.a. Citrus Connection has, and will continue to, submit its Title VI Certification and Assurances through TrAMS at the beginning of the Federal fiscal year once announced in the Federal Register. This District certifies that it does not pass on any Federal funding to any sub-recipient until the sub-recipient acknowledges compliance with Title VI.

LAMTD's certification for the fiscal year 2019 is provided on the Attachment 1.

## II. NOTICE TO THE BENEFICIARIES OF PROTECTION UNDER TITLE VI

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discriminations afforded to them by Title VI. Citrus Connection complies with this requirement through its statement:

"Citrus Connection operates in accordance with Title VI of the Civil Rights on 1964 and Related Statutes: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving. (42 U.S.C. Section 2000d). The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for Citrus Connection, to identify and address, as appropriated, disproportionately, high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information Citrus Connections provides. Citrus Connection works to ensure nondiscriminatory transportation in providing public transportation for all Polk County area citizens".

This statement is provided to the public in English and Spanish through:

- Legal Notices
- District's web site
- Flyers placed in transit vehicles
- Flyers at the downtown terminal
- At the Customer Service area, and
- At Citrus Connection's bulletin boards.

A sample of this notice is provided on the Attachment 2.

## III. TITLE VI COMPLAINT PROCEDURES AND COMPLAINT FORM

In order to comply with 49 CFR Section 21.9(b), Citrus Connection developed the Standard Operating Procedure (S.O.P.) and Tracking report. #D-3, that describes the procedures for filing, investigating, and tracking Title VI complaints filed against The District (Please refer to Attachment 3).

Attachment 3 Copy of report for Tracking complaints

The District's current Title VI Coordinator is:

Marcia Roberson
Director of Regional Mobility Services
Lakeland Area Mass Transit District
d.b.a. Citrus Connection
1212 George Jenkins Blvd
Lakeland, Fl
Phone number (863)733-4222
mroberson@ridecitrus.com

Citrus Connection Title VI Complaint procedure and forms are available in English and Spanish version. (Attachment 4)

## IV. RECORD OF TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS.

There have been no investigations, complaints, or lawsuits naming the Lakeland Area Mass Transit District, d.b.a. Citrus Connection, alleging discrimination on the basis of race, color, national origin or ethnicity with respect to service or other transit benefits during the past three fiscal years.

## V. PROMOTING INCLUSIVE PUBLIC PARTICIPATION

Citrus Connection considers the viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities, as described below:

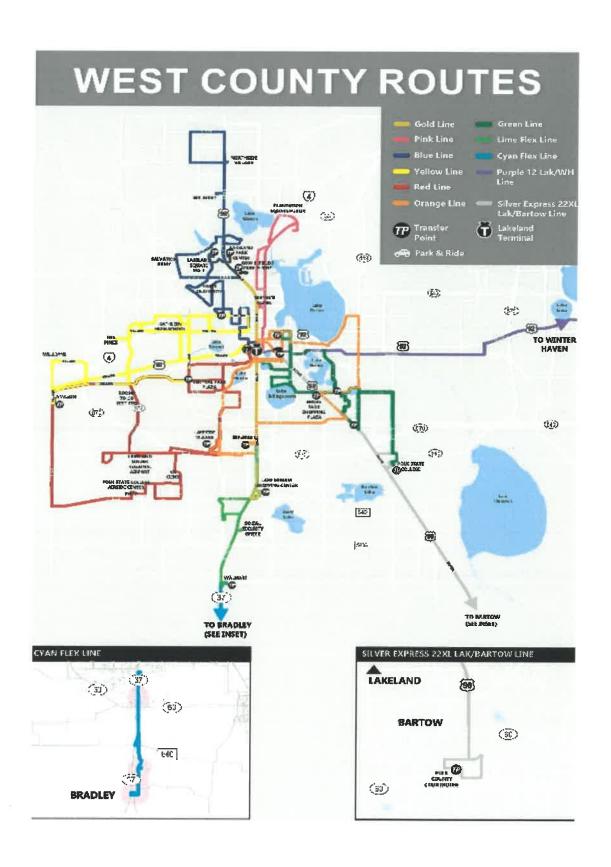
Policy and Procedures for Public Hearing and Notices: A public hearing and Board of Directors' approval is required for changes to fares and ADA service levels or eligibility requirements; and changes to existing routes' revenue miles by twenty five percent (25%) or more. Route changes involving less than then twenty five (25%) percent of an existing routes' revenue miles are referred to as modifications and simply require notice to the public of the change (Attachment 5). Information in Spanish and bilingual representatives are available during public workshops and public hearings to the limited-English proficient community.

- Information on transit services is provided through advertisements on a minimum of four radio stations, one newspaper, flyers on the buses, route maps, telephone, web site, and audio at the Downtown Terminal, which is made available to all riders.
- Presentations are routinely made by the District's staff to a variety of different groups in the local area. This is part of the regular marketing effort of the Citrus Connection.
- Initial identification badges are provided at no cost to our riders (Students, Disabled, and Senior).
- Rider and non-rider comments, complaints, and appreciation comments related to Citrus Connection's service and route amenities, are keep in a database and use to improve service.
- The vast majority of the population of Polk County's urbanized area is English speaking at 77.1%. According to the ACS 2018, roughly 19.2% of the population of of Polk County is of Hispanic descent. Other population groups speaking other foreign languages are negligible. At any rate, for the part of the population that does speak Spanish, we have several employees who speak fluent Spanish and can offer assistance. As of September 30,2019 there were a total of Thirty-one employees who are Spanish-speaking: eight Fixed route Bus Operators, five Paratransit Bus Operators, three Customer Service Representative, three Operations Supervisors, two Paratransit Supervisors, one Mechanic, one Fixed Route Transit Analyst, one Executive Assistant, one Senior Accountant, and one IT Analyst. Customer Service Representatives, Dispatcher, Route maps, flyers, web site, and audio at the Downtown Terminal, offer information in Spanish to this minority community.
- Surveys are conducted to get feedback from community.
- LAMTD's Governing Board of the Transit District (board of directors) consists of five members, of which one is a member of a racial minority.
- LAMTD's does not current have a citizen advisory board that would include members
  of the public. In 2018 the Director of External Affairs worked to establish CAC (Citrus
  Connection Council) feedback from the public was low and the project failed.
  (Attachment 8).

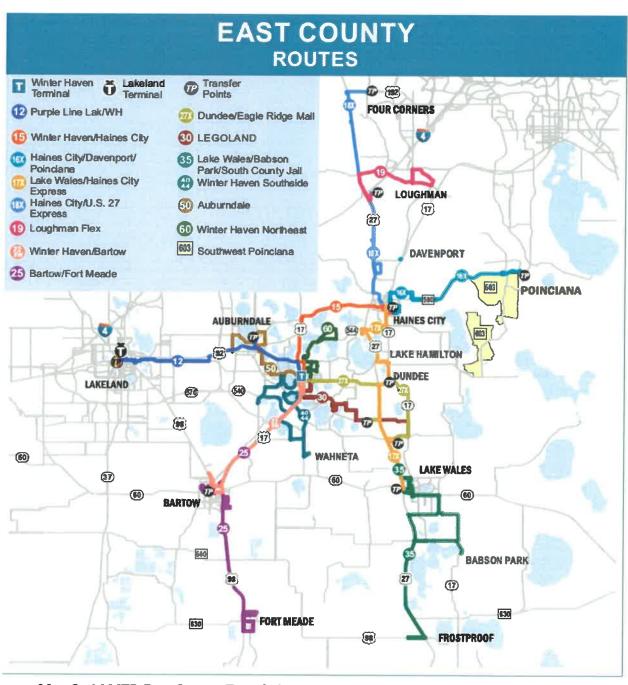
For summary of outreach efforts made since the last Title VI Program submission, please refer to (Attachment 6).

Citrus Connection prepared a series of maps that are provided on the following pages:

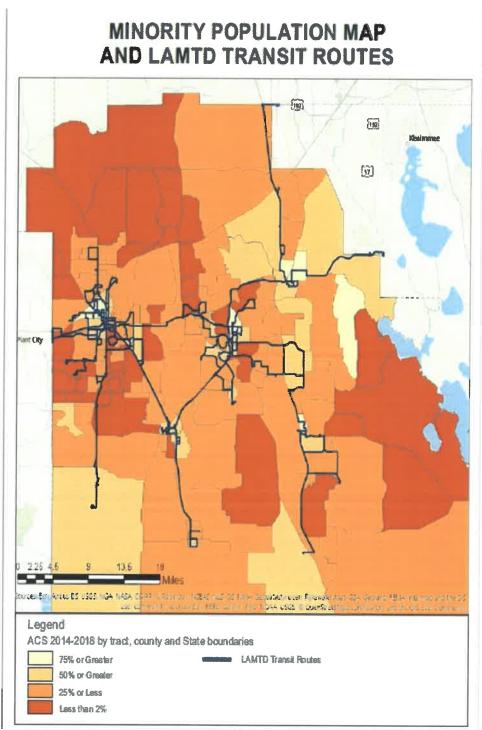
- Map 1 is the LAMTD West County Transit System Map
- Map 2 is the LAMTD East County Transit System Map
- Map 3 is a map of the minority population areas with LAMTD bus routes overlaid
- Map 4 is a map of the Minority population areas with LAMTD bus route shelter
- Map 5 is a map of the low-income population areas with LAMTD bus routes overlaid.
- Map 6 is a map of the low- income population areas with LAMTD bus routes shelter overlaid .



Map 1: LAMTD West County Transit System Map

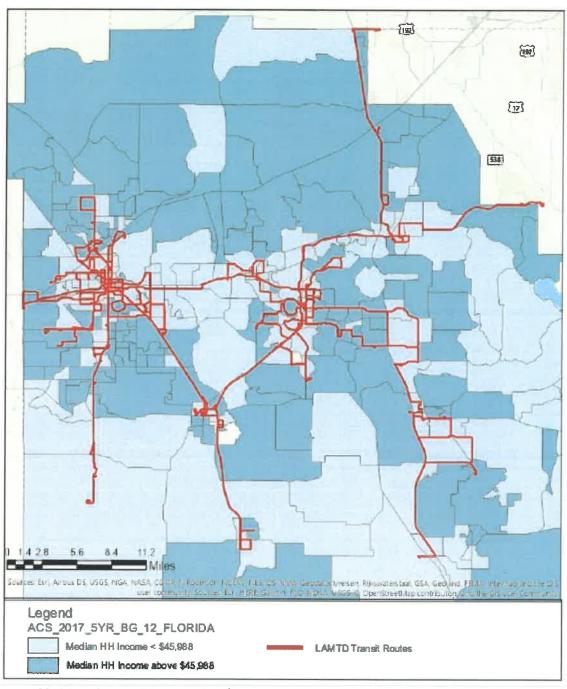


Map 2: LAMTD East County Transit System Map



Map 3 ACS 2014-2017 Minority Population and LAMTD Transit routes

## LOW INCOME POPULATION MAP AND LAMTD TRANSIT ROUTES



Source: 2017 American Community Survey (ACS.

Map 5: Census Polk County Area Low-Income Populations and LAMTD Transit Routes.

## VI. LANGUAGE ASSISTANCE PLAN

The Lakeland Area Mass Transit District developed the Limited English Proficiency Accessibility Plan to ensure meaningful access to the benefits, services, information, programs, and activities for individuals who are Limited English Proficient (LEP). This plan was developed using the FTA's Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: The plan is included as Attachment 7 and provides the complete four-factor analysis.

## VII.LAMTD SYSTEM WIDE SERVICE STANDARDS AND POLICIES

FTA requires all fixed route transit providers to develop quantitative standards and policies for all fixed route modes of operations. LAMTD's standards and policies are designed to target levels of productivity, efficiency, and quality, and to ensure that LAMTD meet the FTA requirements.

## A. SERVICE STANDARDS

## 1. Vehicle Maximum Load

LAMTD goal is to not have a passenger load that exceeds 125% of seated capacity.

In 2014, with the installation of the AVAIL system, LAMTD will be able to monitor passenger loads consistently

## 2. Vehicle Headway

LAMTD system has been designed so that all buses on fixed route services run on 120, 90, 60 and 30 minutes headways. This frequency is determined by route distance and ridership during peak and non-peak service hours. By policy, LAMTD may operate 60 minutes headways during weekday peak hours.

The following table, list all of the Citrus Connection routes, whether the route serves as minority or low-income area, the route's weekday peak-hour headway, and whether the route meets the 60 minutes peak-hour headway goal.

## 3. Service Availability

Standards LAMTD will distribute transit service so that local bus stops are no more than ¾ miles apart. Express route bus stops shall will be no more than a mile apart in non-rural areas where there a no residents to service.

Route Number	Route Name	Minority Area Served	Low Income Area Served	Peak Headway	Meets 60- minute Peak Hour Headway Goal
1	Florida Avenue Corridor	Yes	Yes	30	Yes
3	Lakeland Hills Corridor	Yes	Yes	30	Yes
4X	Lakeland Park Center Express	Yes	Yes	60	Yes
10	Circulator	Yes	Yes	60	Yes
12	Lakeland/Winter Haven	Yes	Yes	60	Yes
14	Combee / Edgewood	Yes	Yes	60	Yes
15	Kathleen / Providence / Harden	Yes	Yes	60	Yes
15	Winter Haven / Haines City	Yes	Yes	90	No
22XL	Bartow Express to Lakeland	Yes	Yes	90	No
22XW	Winter Haven / Bartow	Yes	Yes	90	No
25	Bartow / Fort Meade	Yes	Yes	90	No
27X	Dundee / Eagle Ridge Mall	Yes	No	N/A	N/A
30	Legoland	Yes	Yes	90	No
33	South Florida / Carter Rd. Flex	Yes	No	60	Yes
35	Bartow / Lake Wales / Babson Park / Frostproof	Yes	Yes	120	No
39	Bradley	Yes	No	300	No
40/44	Winter Haven Southside	Yes	Yes	90	No
45	George Jenkins / Swindell	Yes	Yes	60	Yes
46	10 <sup>th</sup> / Wabash / Ariana	Yes	Yes	60	Yes
47	Duff Rd. Shuttle	Yes	Yes	60	Yes
50	Auburndale	Yes	Yes	90	No
58	College Connector	Yes	Yes	60	Yes
58X	Airside Express	No	No	15	Yes
SS	Smart Shuttle	Yes	Yes	60	Yes
Total Routes	24	23	20		14.
Percentage		96%	84%		
% Minority Routes Meeting Goal					57%
% Low Income Routes Meeting Goal					60%

As shown in the table, 96% (23 routes) of LAMTD's routes serve a minority area, and 84% (20 routes) serve a low-income area. Of the 18 routes serving minority areas, 57% meet the goal of 60 minute peak hour headway. Of the 20 routes serving low-income areas, 60% meet the goal of 60 minute peak hour headway.

## 3. On-time Performance

LAMTD defines a fixed-route trip as being on time if it arrives or departs a scheduled time point between 0 and 5 minutes; no service should operate ahead of schedule. On-time performance is calculated using Operations Supervisors reports, but will shift to using data collected from the Avail System once they are fully operational. LAMTD's on-time performance objective for all service type is 85% or greater. LAMTD continuously monitors on-time performance and system results are published and posted as part of monthly performance reports.

The following table, list all of the Citrus Connection routes, whether the route serves a minority or low income area, the route's average on-time performance and whether the route meets the 85% on-time performance goal or not.

Route Number	Route Name	Minority Area Served	Low Income Area Served	On-Time Performance	Meets 85% On-Time Performance Goal
1	Florida Avenue Corridor	Yes	Yes	71%	No
3	Lakeland Hills Corridor	Yes	Yes	79%	No
4X	Lakeland Park Center Express	Yes	Yes	57%	No
10	Circulator	Yes	Yes	88%	Yes
12	Lakeland/Winter Haven	Yes	Yes	48%	No
14	Combee / Edgewood	Yes	Yes	86%	Yes
15	Kathleen / Providence / Harden	Yes	Yes	83%	No
15	Winter Haven / Haines City	Yes	Yes	76%	No
22XL	Bartow Express to Lakeland	Yes	Yes	61%	No
22XW	Winter Haven / Bartow	Yes	Yes	88%	Yes
25	Bartow / Fort Meade	Yes	Yes	74%	No
27X	Dundee / Eagle Ridge Mall	Yes	No	No Data	
30	Legoland	Yes	Yes	81%	No
33	South Florida / Carter Rd. Flex	Yes	No	92%	Yes
35	Bartow / Lake Wales / Babson Park / Frostproof	Yes	Yes	65%	No
39	Bradley	Yes	No	66%	No
40/44	Winter Haven Southside	Yes	Yes	69%	No
45	George Jenkins / Swindell	Yes	Yes	85%	Yes
46	10 <sup>th</sup> / Wabash / Ariana	Yes	Yes	78%	No
47	Duff Rd. Shuttle	Yes	Yes	86%	Yes
50	Auburndale	Yes	Yes	78%	No
58	College Connector	Yes	Yes	66%	No
58X	Airside Express	No	No	No Data	
Total Routes	24	23	20		- 6
Percentage		96%	84%		
% Minority Routes Meeting Goal					26%
% Low Income Routes Meeting Goal					25%

As shown in the table, of the 23 routes serving minority areas, 26% meet the goal of 85% on-time performance. Of the 20 routes serving low-income areas, 25% meets the goal of 85% on-time performance.

## **B. SERVICE POLICIES**

## 1. Distribution of transit amenities

Transit amenities at Citrus Connection include the downtown Lakeland bus terminal, Winter Haven bus terminal, bus stop signs, trash receptacles, displays of timetables and maps, stand alone benches, park-and-ride lots, and passenger shelters. Stand-alone benches are provided by a private bench advertising company. Bus stops signs and benches are located along all of our routes. The two downtown bus terminal in Lakeland and Winter Haven are located in the downtown area for the convenience of all riders and serves as the primary transfer point between routes.

The standard for placement of transit amenities only applies to those that are directly controlled by LAMTD. Therefore, supplemental projects arranged by a municipality are outside of this standard.

To ensure equitable distribution of transit amenities across LAMTD's system, and to improve passenger comfort, the selection of new transit amenities will be subject to constraints related to safety, ADA compliance, and other factors as follow:

- Average daily boarding
- Proximity to major trip generators
- Passenger activity
- Surrounding land uses like shopping centers, office buildings, hospitals, schools, senior facilities, large apartment's complex, and major residential subdivisions.
- Transit corridor marketing efforts
- Customer and community requests
- Available funding for shelters and amenities

As shown in the table on the following page, LAMTD has a total of fifty passenger shelters. Of these, all are located within minority areas, and 20 of the 50 passenger shelters are located within low-income areas.

## Lakeland Area Mass Transit District Title VI Passenger Shelter Location Review

Passenger Shelter Location	Also Serves	Minority Area	Low Income Area
0 4 51 00 51 11 4			
Carter Rd. & S. Florida Ave.	W-1 M-1 O		
(2 passenger shelters) (#3710)	Wal-Mart Supercenter	No	No
550 Commerce Dr. (#3719) S. Florida Ave. & School House Rd.	Social Security Office	No	No
(#2632)	Commercial	Yes	No
4717 S. Florida Ave. (#2620)	Commercial	Yes	No
4730 S. Florida Ave. (#3014)	Lake Miriam Square	No	No
S. Florida Ave. & E. Alamo Dr. (#2615)	Commercial	No	No
4208 S. Florida Ave. (#2606)	Commercial	No	No
S. Florida Ave. & Poppell Dr. (#3430)	Commercial	No	No
S. Florida Ave. & Terrace Way (#3433)	Commercial	No	No
S. Florida Ave. & Azalea St. (#3712)	Commercial	No	No
S. Florida Ave. & Eastway Dr. (#3412)	Commercial	No	No
3501 S. Florida Ave. (#3713)	Wal-Mart Supercenter	No	No
2515 S. Florida Ave. (#3510)	Commercial	No	No
S. Florida Ave. & Cresap St. (#3401)	Commercial	Yes	Yes
530 S. Florida Ave. (#2629)	Senior Center/Assisted Living	Yes	Yes
N. Florida Ave. & E. 1st St. (#3736)	Commercial	Yes	Yes
N. Florida Ave. & Whitehurst St. (#3997)	Commercial	Yes	Yes
N. Florida Ave. & W. 14th St. (#4050)	Apartment Complex, Commercial	Yes	Yes
N. Florida Ave. & Modest St. (#3744)	Larry Jackson Library	Yes	Yes
1701 Morrell Dr. (#3985)	Watson Clinic	Yes	No
N. Florida Ave. & Bella Vista St.		100	110
(#3540)	Watson Clinic Main Campus	Yes	Yes
2440 U.S. 98 N. (#3566)	Commercial	Yes	Yes
2750 U.S. 98 N. (#2558)	Convenience store	Yes	Yes
U.S. 98 N. & Pyramid Pkwy. (#2580)	Commercial	Yes	Yes
Sharon Dr. & U.S. 98 N. (2 passenger shelters) (#4085)	Commercial	Yes	No
U.S. 98 N. & Sleepy Hill Rd. (#3552)	Commercial	Yes	No No
U.S. 98 N. & Sleepy Hill Rd. (#3553)	Commercial	Yes	No
Daughtery Rd. (#4067)	Wal-Mart Supercenter	No	No
6785 U.S. 98 N. (#3548)	Commercial		
Old Combee Rd. & N. Socrum Loop	Commercial	No	No
Rd. (#3263)	Commercial	No	No
4141 Lakeland Hills Blvd. (#3751)	Senior Center/Assisted Living	Yes	No

Passenger Shelter Location	Also Serves	Minority Area	Low Income Area
3525 Lakeland Hills Blvd. (#2592)	LRMC Cancer Care	Yes	No
COLO Editorial Tillis Diva. (#2002)	LITIMO CAITCEI CAIE	162	INU
3241 Lakeland Hills Blvd. (#2582)	Polk County Health Department	Yes	Yes
Lakeland Hills Blvd. & E. Bella Vista St. (#3750)	Lakeland OB-GYN	Yes	No
Lakeland Hills Blvd. & E. Bella Vista St. (#3037)	Center for Cancer Care & Research	Yes	No
Lakeland Hills Blvd. & E. Crawford St. (#3035)	Watson Clinic	Yes	No
Lakeland Hills Blvd. & El Paseo (#3028)	Lakeland Regional Medical Center	Yes	No
916 N. Massachusetts Ave. (#2661)	Tax Collector Office, commercial	Yes	Yes
1617 Bartow Rd. (#2699)	Commercial	Yes	No
730 E. Orange St. (#4071)	Barnett Family Park	Yes	Yes
2126 N. Crystal Lake Dr. (#3138)	Southeastern University, residential	Yes	No
S. Iowa Ave. & E. Orange St. (#3454)	Senior Center/Assisted Living	Yes	Yes
E. Palmetto St. (#2838)	Public Library, Polk Museum of Art	No	No
N. Lake Parker Ave. & E. Magnolia St. (#4061)	VISTE, residential, commercial	Yes	No
940 E. Parker St. (#2856)	Town Center, Courthouse, Everest University	Yes	No
910 Ingraham Ave. (#3971)	Town Center, Everest University	Yes	No
1000 E. Edgewood Dr. (#4001)	Common Ground Park	Yes	No
1201 S. Central Ave. (#3366)	Senior Center/Assisted Living	Yes	No
Lake Beulah Dr. & Hartsell Ave. (#2971)	Apartment Complex, Blake Academy	Yes	No
2400 Interstate Dr. (#3768)	Keiser University, commercial	Yes	Yes
W. 14 <sup>th</sup> St. & Providence Rd. (#3579)	Apartment Complex	Yes	Yes
Martin Luther King Jr. Ave. & W. 10 <sup>th</sup> St. (#3075)	Funeral Home, residential	Yes	Yes
Martin Luther King Jr. Ave. & Silver St. (#2473)	Coleman Bush Community Center	Yes	Yes
1212 George Jenkins Blvd. (#2483)	Commercial	Yes	No
4231 S. Pipkin Rd. (#3759)	Veterans Affairs Clinic	No	Yes
N. Broadway Ave. & Polk St. (#3866)	F.D.O.T, commercial	Yes	Yes
Payne St. & K-Ville Ave. (#3807)	Residential Auburndale Civic Center, Auburndale Senior Center,	No	No
115 W. Park St. (#24448)	commercial	No	No
Hwy 17 & Ave. L N.W. (#24083)	Commercial	No	Yes
Hwy 17 & Ave. L N.W. (#24029)	Commercial	No	Yes
1776 Hwy 17 (#24030)	Residential	Yes	No
1601 Havendale Bvld. (#3903)	U.S. Social Security, commercial	No	No
353 Havendale Blvd. (#3913)	Commercial	Yes	No
Hwy 17/92 & Haines Blvd. (#24072)	Commercial	Yes	No
Hwy 17 & Brigham Rd. N.W. (#24077)	Residential	Yes	No

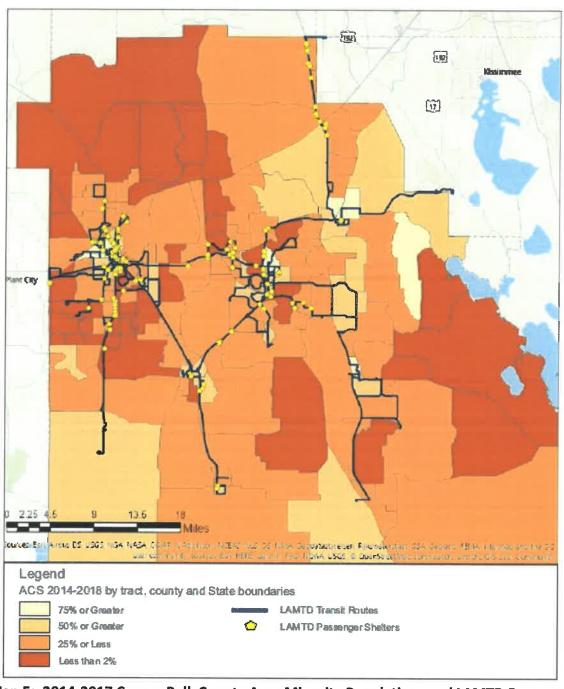
			Low
December Shalter Leastion	Also Serves	Minority	Income
Passenger Shelter Location 3425 Lake Alfred Rd. (Hwy 17)	Also Serves	Area	Area
(#24594)	Gil Jones Government Center	Yes	No
17 <sup>th</sup> St. & E. Hinson Ave. (#24505)	Commercial	Yes	No
Hwy 17 & Casey Ave. (#24091)	Commercial	Yes	No
11023 Hwy 17 (#24092)	Commercial	Yes	No
Hwy 17 & Bomber Rd. (#24097)	Commercial	Yes	No
Hwy 17 & Griffin Rd. (#24100)	Residential	Yes	No
Hwy 17 & 91 Mine Rd. (#24108)	Residential	Yes	No
Hwy 17 & Gilbert Rd. (#24115)	Commercial, residential	Yes	No
E. Georgia St. & S. Engel Ave. (#24122)	Human Services Division, Polk County Occupational Health, Community Center	Yes	Yes
Hwy 17 & 3 <sup>rd</sup> . St. S.W. (#24592)	Community Center	Yes	No
Hwy 98 E./E. Broadway St. & Hwy 17	5		
(#24527)	Public Library	Yes	No
Hwy 17 & E. Clower St. (#24168)	UF/IFAS Extension Polk County, Polk County Probation Department	Yes	No
PSC Access Rd. (#24011)	Polk State College Winter Haven	Yes	No
11th St. N.E. & Parker Lane N.E.	For State College Willter Haven	162	140
(#24012)	Residential	Yes	No
6 <sup>th</sup> St. S.E. & E. Central Ave. (#24192)	Bond Clinic	Yes	Yes
Cypress Gardens Blvd. & 4th St. S.E.			
(#24200)	Commercial	Yes	No
Register Rd. S.E. & Cypress Gardens Blvd. (#24209)	Commercial	No	No
Cypress Gardens Rd. S.E. & Lake Ned		Thus.	
Rd. (#24213)	Commercial	No	No
Cypress Gardens Rd. (#24218) Cypress Gardens Rd. & Lake Ned	Garden Grove Elementary School	Yes	No
Village Cir. (#24263)	Residential	Yes	No
Register Rd. S.E. & Cypress Gardens Blvd. (#24270)	Commercial	No	No
Cypress Gardens Bvld. & 3 <sup>rd</sup> St. S.E. (#24526)	Commercial	Yes	No
1 <sup>st</sup> St. & Ave. O S.E. (#24280)	Regency Medical Center	Yes	No
Ave. K S.E. & Cambridge Square (#24282)	Commercial	Yes	No
391 Ave. O N.E. (#24026)	Senior Apartments	Yes	Yes
The state of the state of	Polk State Lake Wales Arts Center,	E H H	100
Hwy 60 & S. 11th St. (#24368)	commercial	Yes	No
Ave. A S.W. & 1st St. S. (#24292)	Winter Haven Manor	Yes	Yes
Ave. O S.W. & 1 <sup>st</sup> St. S. (#24295)	Commercial	Yes	No
Snively Ave. & 8 <sup>th</sup> St. (#24306)	Resource Center, industrial	Yes	No
Rifle Range Rd. & 8th St. W. (#24313)	Residential	Yes	No
Rifle Range Rd. & 2 <sup>nd</sup> Wahneta St. E. (#24324)	Residential	Yes	No
Ave. O S.W. & 1st St. S. (#24356)	Commercial	Yes	No
	Auburndale Clinic-Florida		
1805 Hobbs Rd. (#24433)	Departments of Health	Yes	Yes
Bennett St. & U.S. 92 E. (#24437)	Community Center	Yes	No

Passenger Shelter Location	Also Serves	Minority Area	Low Income Area
300 E. Bridgers Ave. (#24439)	East Area Adult School	Yes	Yes
Dairy Rd. & Lake Marianna Rd. (#24442)	Commercial	No	Yes
Old Lake Alfred Rd. & Lake Ariana Blvd. (#24445)	Commercial, residential	Yes	No
Neptune Rd. & US. 92 W. (#24460)	Commercial	No	No
Berkley Rd. & Anarece Ave. (#24461)	Commercial, residential	Yes	No
Berkley Rd. & Old Dixie Hwy (#24464)	Commercial, residential	Yes	No
W. Park St. & Main St. (#24472)	Auburndale Civic Center, Auburndale Senior Center, commercial	No	No
Old Lake Alfred Rd. & Ohio Ave. (#24475)	Commercial, residential	Yes	No
Bennett St. & U.S. 92 E. (#24482)	Lincoln Park Cemetery, commercial	Yes	No
W. Church St. & N. Wilson Ave. (#3873)	Property Apprasers	Yes	Yes

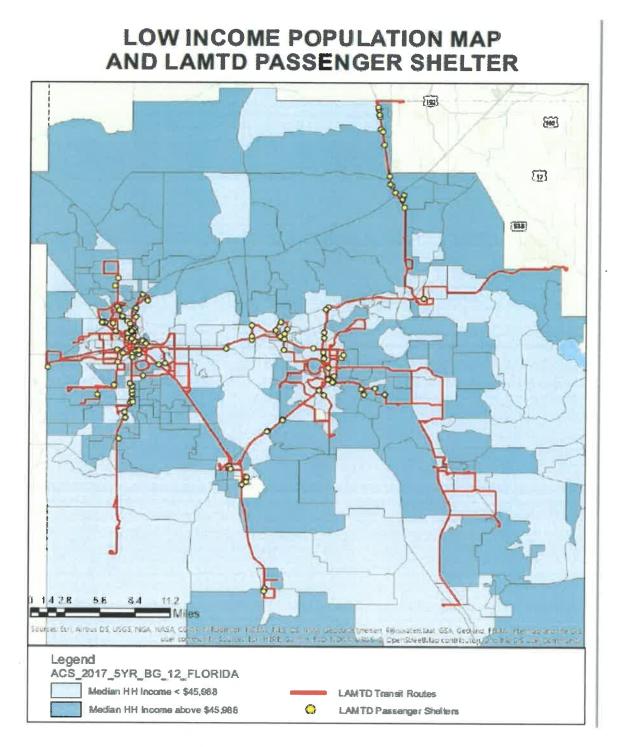
Total Passenger Shelters	111
Number within Minority Area	83
% Within Minority Area	75%
Number within Low Income Area	30
% Within Low Income Area	27%

Map 5 illustrates the location of the 111 passenger shelters in relation to the minority population areas. Map 6 illustrates the location of the 111 passenger shelters in relation to the low-income population areas. All passenger shelters serve major destinations that attract both minority and low-income populations.

## MINORITY POPULATION MAP AND LAMTD PASSENGER SHELTERS



Map 5: 2014-2017 Census Polk County Area Minority Populations and LAMTD Passenger Shelters



Map 6: ACS 2017 Census Polk County Area Low-Income Populations and LAMTD Passenger Shelters

## 2. Vehicle Assignment

At this time, a lift- or ramp-equipped bus is scheduled on each fixed-route. No buses are regularly assigned to any specific route or service. The entire fleet in Lakeland is made up of 30-foot Orion buses and 35 and 40 foot El Dorado buses. Passenger loads also determine where 40-foot buses are assigned each day.

## VIII. APPROVAL OF LAMTD TITLE VI PROGRAM FY16-19

To comply with the FTA reporting requirements, the Attachment 9 has a copy of the Board of Directors meeting minutes with the approval of LAMTD Title VI Program for FY20-23.

ATTACHMENT 1
LAMTD Certification and Assurances FY16

Records . TrAMS | Recipient Organizations

## Lakeland Area Mass Transit District | LAKELAND LAMTD | 1086

Summary Applications/Awards TrAMS Users Locations Designated Recipient Suballocations

## Certifications & Assurances | FY 2019 C&A Affirmations

## **Recipient Details**

Recipient ID **Recipient Name** 1086 Lakeland Area Mass Transit District

## Certification and Assurance Information

Fiscal Year 2019 Assigned Date 3/13/2019 Due Date 6/11/2019

Latest Certification Date 3/25/2019

Original Certification Date 3/25/2019

## **Published Certifications and Assurances**

FTA CERTIFICATIONS AND ASSURANCES

## **PTASP Technical Assistance Center**

PTASP Technical Assistance Center

## **Certifications and Assurances**

## **Certification History**

Certification Date: 3/25/2019 | Official: Tom Phillips | Attorney: Ben Darby

Category *	Title	Ce rti fie d
01	Certifications and Assurances Required of Every Applicant	0
02	Tax Liability and Felony Convictions	0
03	Lobbying	0
04	Private Sector Protections	0
05	Transit Asset Management Plan	0
06	Rolling Stock Buy America Reviews and Bus Testing	0
07	Urbanized Area Formula Grants Program	0
08	Formula Grants for Rural Areas	0
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	0
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	0

Category 1	Title	Ce rti fie d
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	0
12	State of Good Repair Grants	0
13	Infrastructure Finance Programs	0
14	Alcohol and Controlled Substances Testing	0
15	Rail Safety Training and Oversight	0
16	Demand Responsive Service	0
17	Interest and Financing Costs	0
18	Construction Hiring Preferences	0
	1-	- <b>18</b> of 18

## **∨** Documents

## **Existing Documents**

Document Description Uploaded By Date	Document	Description	Uploaded By	Date
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No items available

## **Affirmation of Applicant**

Affirmation of Applicant BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

> FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

> The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Official's Name Tom Phillips

✓ I accept the above

Certification Date Mar 20, 2019

## **Affirmation of Attorney**

Affirmation of Applicant's As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has Attorney authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

> I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its

FTA assisted Award.

Attorney's Name Ben Darby

✓ I accept the above

Certification Date Mar 25, 2019

CANCEL

ATTACHMENT 2
Notices to Beneficiaries of Protection under Title VI

graph brief about a Lake Wales man who bought sic scratch-off Florida Lottery ticket at a conve nience store, scratched i off, and found a \$5 million

There's an app for that. The Florida Lottery app, available for free on Google Play or the Apple Store, has a lot of useful information: current winning numbers;

top prizes remain at any given scratch-off game (there are almost 90 dif-ferent ones being sold) may make a difference on whether you want to continue buying those tickets. For instance: The

## Worship Listings

## CHRISTIAN

## ANTER HAVEN CHRISTIAN CHURCH

301 Bir Street NE, 863-294-4971 lames L. Reed, Minister, 10em; Worship 11am; Evening Worship 5 90nm Wadnesday Rules Stura Checren's & Youth Groups 7pm

CHRIST CHRISTIAN CHURCH [DISCIPLES OF CHRIST) SUCHUES OF CHRIST) SUCHUESON 8:30 K/III 302 Sech St. SE Winler Haven, Ft. 33800

ORTHODOX CHRISTIAN

## **EPISCOPAL** CHRIST THE KING EPISCOPAL CHURCH

6400 North Socrum Loop Lakelend, FL 33809 683-858-1948 www.christthekengleikeland.com SUNDAY WORKSHIP 10:00 AM

METHODIST ST. JOHNS UNITED METHODIST 1800 Cypress Gardens Blod. Writer Heren, (863) 324-6347

(85); 324-434/ Website: www.spirt.org Pastor: Rev. David Aventi Tradecontil 9:30em Sunday School 10:00em Contemponsy Modern 11:00em Wednesday Service 6:00pm Nursery Provided for 81 services



To Place Your Worship Listing Please Call 863-802-7355 or email classifieds@theledger.com

## **Worship Directory**





Sundays 8 30 AM - Cont 9 45 AM - Fello emporary Worship wishin and Bible Study for all ages 10:45 AM - Traditional Worship

Tuesdans 5:30 PM - Prayer Service Saturdays 5:00 PM - Traditional Worship session of the Month

Winter Haven 863.293.8447 glwh.org

Call 863-802-7355 to place your ad or email to classifieds@ theledger.com

## Landmark Baptist Church

(863) 422-2037 Dr Mickey Carter, Paste inday 10 AM, 11 AM & 7 Wednesday - 7 An mi-

- Gospel 90.3 WLVF Come and eight with ust

## **EPISCOPAL** ST. PAUL'S EPISCOPAL CHURCH

656 Avenue L NW Winter Haven, Florida 33881 863-294-8888 www.spwhfl.com

8:00 am Rite I Service 10:30 am Rite II Service, Choir, Children's Chapel, Nursery, & Facebook five Breakfast with a Purnose 9.00-9:30 am Adult Sunday School 9 30-10:15 Journey Yould Group 440-640 pm Wednesday: 12:15 pm "1928" HC Service Dinner 5:30-6:15 pm

6:15 pm Rite II Service Adult Education 7:30 pm

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only two of 20 top prises remaining, accord-ing to the app, which is updated almost daily.

Lottery officials noted those games have been reordered and top prizes

will be reappearing.
As noted previously,
the app has a lot of useful information. It also has current numbers for all online games. But it has this drawback: The app still lists Lucky Mon as an online game. It was replaced by Jackpot Triple Play a year ago, which isn't listed. (Note to Florida Lottery officials: Fix this, will you? A year and Jackpot Triple Play still hasn't made it?

Seriously?)
Nonetheless, the information in the Florida Lottery's app is interesting, helpful and timely and is there for the downloading. It won't make you

lucky. But it will make you more aware.

Lonnie Brown can be reached at LedgerDa-tabase@ aol.com.

## Lakeland Area Mass Transit District

## NONDISCRIMINATION

he Lakeland Area Mass Transit District (t) is like Citrus fornaction operates in accordance with Title VFof the Civil ights on 1964 and Related Statutes. "No person in the Invited States shall on the pround of race color or material ingin, be excluded from participation in, be denied the lenefits of or be subjected to discrimination under any inogram or activity receiving Federal financial assistance. 2 U.S.C. Section 2000d1

ir treatment for all people and provides for Circle ornection to identify and address, as appropriate or recovers a variety and autoress a superposition epicoportionalely high and autoress affects of its programs officies and activities on minority and low-income opulations, such as undertaining reasonable steps to nsure that Limited English Prolipiency (LEP) persons eve meaningful access to the programs services, and

Datus Connection works to ensure nondisorminatory ansportation in previding public transportation for #8 akeland area bit zens

## RIGHT TO FILE A TITLE VI COMPLAINT

you believe that you have been excluded from participal dened the cenefits of or subjected to discrimination asec on race color or national origin under the Cerus onnection program of trainst service delivery or related evices or programs, you may he am official Tibe Vi replant with the Title VI Cooldinator, Director of Mobility Services Marcia Roberson We encourage you to make your complaint in writing. Any complaint must be fixed with the Dirus Connection Fixe V. Coordinator within 180 days of the ate of the alleged Title Vilviolation

Li compaints will be investigated promptly. Peasonable casures will be undertaken to preserve any information that is confidently

il compliste a final report for the Executive Director | a Title VI violation is found to exist iremedial steps as appropriate and necessary will be taken eminerately. The complianant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty five (25) business days. If writing is lound and the correlances weres to access ie decision he or she may do so by contacting the Federal large Administration (FTA)

omplayants may also like their insia: Title VI complete recity indiater than 180 days after the date of the alleged isommiration, with the Federal Transc Administration (FTA)

empers of the public may request additional information

El Transporte Público del Detreo de Lakeland haciendo regocios como Citrus Connection funccions de acuerdo com el Titulo VI dir los Berechos Civiles de 1964 y pon los Estatuas Reaconados - Nargura persona en los Estados Unidos por motivos de raza, coor lo orgeni aconada está excluido de la participación en, será negado de los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia Inancera lederal (42 U.S.C. Seption 2000d)

La Justicia Ambiental componente del Titulo VI garantza un tratamiento equitativo para todas las personas y proporcion y adversos de sus programas politicas y adversos de sus programas po las poblaciones minoritanas y de bacis ingresos tales como tomando las medidas azonabies para asegurar que personas con: dominio de inglés limitado tengan un acceso agrificativo a los programas servicios e información qua Otrus Connection proporcional

Carus Connection trabaja para asegurar transportación no discriminada en la provisión de transporte público para 1000s los ciudadanos del area de Lakeand

## DERECHO A PRESENTAR UNA DENUNCIA DEL TITULO VI

5 usted cree que na sido excludo de participar en regarge e los beneficios de, o ser suato de discriminación basado en Iaza, coor u ongen nacionel bajo es programas de prestación de servicios de tránsido o de los servicios o programas relacionados de Cárus Connection, usted puede presentar una quesa oficial del Tibulo VI con el Coordinador del Truto VI. Directora de Servicios de Movildad. Marcia Rucerson: Lé animamos a presentar su quesé por escrito. Cualquier quesa disbe ser presentada con el Coordinado del Titulo VI de Citrus Cormection dentro de 180 dias de la fecha de la alegada violación del Titulo VI

razonacies se llevaran a cabo para preservar toda la nformación que es confidencia

Al término de la investigación e Cooronador del Título V completara un informe final para el Director Ejecutivo. Si una violación del Título VI se encuentra que existe, medidas apropiadas y necesaras se adoptaran inmediatamente. E ajirophalas y necesaris se acuparet intrebiación en el cidemandante también recidirà un informe finali junto con las medidas porrectivas. El proceso de investigación y reporte final no tomará mas de venticinco (25) días náblies. Si no se encuentra violación y el demandante dessa apelar la decisión le lo ella puede haceno portandose en contacti. con la Administración Federal de Tránsfe (FTA)

Los demandantes lampien pueden presentar su que a noa de Tauto V directamente no mas tarce de 190 dias después de la fecha de la alégada discriminación, coma Administración Federal de Trans4o (FTA)

es mambres dal nunter nonde solicitar informacion adicional relacionada con la obligación de no discriminación con el Coordinador del Faulo VI del Transcotte Publico del Distrito de Lakelano o en la pagina de internet enca.



# **NONDISCRIMINATION ASSURANCE**

ected to discrimination under any program or activity receiving Federal financial assistance". (42 U.S.C The Lakeland Area Mass Transit District d.b.a. the Citrus Connection operates in accordance with Title VI of the Civil Rights on 1964 and Related Statutes: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be sub-Section 2000d).

as appropriate, disproportionately high and adverse The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for Citrus Connection, to identify and address, effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited Engcess to the programs, services, and information lish Proficiency (LEP) persons have meaningful ac-Citrus Connection provides.

Citrus Connection works to ensure nondiscriminatory transportation in providing public transportation for all Lakeland area citizens.

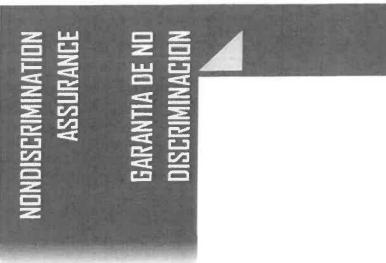
# **GARANTIA DE NO DISCRIMINACION**

obieto de discriminación bajo cualquier programa o ciendo negocios como Citrus Connection funciona de acuerdo con el Título VI de los Derechos Civiles de 964 y con los Estatutos Relacionados: "Ninguna pación en, será negado de los beneficios de, o será persona en los Estados Unidos, por motivos de raza, 31 Transporte Público del Distrito de Lakeland hacolor, o origen nacional, será excluido de la particiactividad que reciba asistencia financiera federal" (42 U.S.C. Sección 2000d).

acceso significativo a los programas, servicios, e rantiza un tratamiento equitativo para todas las ciones minoritarias y de bajos ingresos, tales como tomando las medidas razonables para asegurar que personas con dominio de inglés limitado tengan un personas y proporciona para Citrus Connection. tos desproporcionadamente grandes y adversos de sus programas, políticas, y actividades en las pobla-La Justicia Ambiental componente del Título VI gadentificar y abordar, como sea apropiado, los efecnformación que Citrus Connection proporciona.

ción no discriminada en la provisión de transporte público para todos los ciudadanos del área de Lake-Citrus Connection trabaja para asegurar transporta-

## LAKELAND AREA MASS TRANSIT DISTRICT





LAKELAND AREA MASS TRANSIT DISTRICT

**JANUARY 2016** 

## JANUARY 2016

## **NONDISCRIMINATION ASSURANCE**

## RIGHT TO FILE A TITLE VI COMPLAINT

If you believe that you have been excluded from perticipation in, denied the benefits of, or subjected to discrimination based on race, color or national origin under the Citrus Connection program of transit service delivery or related services or programs, you may file an official lite W complaint with the Tide W Coordinator. Director Safety Security & Operations Support, Dean Kirkland-McMillan. We encourage you to make your complaint in writing. Any complaint must be filed with the Citrus Connection Title W Coordinator within 180 days of the date of the alleged Title W violation

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential.

Upon completion of the investigation, the Title VI Coordinator will complete a final report for the Executive Director. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days. If no violation is found and the complainant wishes to appeal the decision, he or she may do so by contacting the Federal Transit Administration (FTA).

Complainants may also file their initial Title VI complaint directly, no later than 180 days after the date of the alleged discrimination, with the Federal Transit Administration (FTA)

Members of the public may request additional information relating to Nondiscrimination obligation from the Lakeland Area Mass Transit District Title VI Coordinator, or at www.ridecitrus.com

# **GARANTIA DE NO DISCRIMINACION**

## derechd a presentar una denuncia del titulo Vi

Si usted cree que ha sido excluido de participar en, negársele los beneficios de, o ser sujeto de discriminación basado en raza, color u origen nacional bajo los programas de prestación de servicios de tránsito o de los servicios o programas relacionados de Citrus Connection, usted puede presentar una queja oficial del Titulo VI con el Coordinador del Titulo VI, Directora de Seguridad B. Soporte de Operaciones, Dean Kirkland-McMillan. Le animamos a presentar su queja por escrito. Gualquier queja debe ser presentado con el Coordinador del Titulo VI de Citrus Connection dentro de 1800 días de la fecha de la alegada violación del Titulo VI.

Todas las quejas serán investigadas de inmediato. Medidas razonables se llevarán a cabo para preservar toda la información que es confidencial. Al término de la investigación, el Coordinador del Titulo VI completará un informe final para el Director Ejecutivo, Si una violación del Titulo VI se encuentra que existe, medidas apropiadas y necesarias se adoptarán immediatamente. El demandante también recibirá un informe final junto con las medidas correctivas. El proceso de investigación y reporte final no tomará mas de veintícinco (25) días hábiles. Si no se encuentra violación y el demandante desea apelar la decisión, él o ella puede hacerlo poniéndose en contacto con la Administración Federal de Tránsito (FIA).

Los demandantes también pueden presentar su queja inicial de Título VI directamente, no mas tarde de 180 días después de la fecha de la alegada discriminación, con la Administración Federal de Tránsito (FTA). Los miembros del público podrán solicitar información adicional relacionada con la obligación de no discriminación con el Coordinador del Título W del Transporte Público del Distrito de Lakeland o en la página de internet www.ridacitrus.com.

## CONTACT INFORMATION/ INFORMACION DE CONTACTO

## CITRUS CONNECTION:

Dean Kirkland-McMillan Director Safety Security & Operations Support / Title VI Coordinator

1212 George Jenkins Blvd. Lakeland, Fl. 33815 Phone: (863)327-1324 / (863)733-4211 Fax: (863)327-1364 E-mail: dkirkland@ridecitrus.com

## FEDERAL TRANSIT ADMINSTRATION (FTA):

230 Peachtree St. N.W., Suite 800 Atlanta, GA 30303 Attention: Region IV Civil Rights Officer

Phone: (404)865-5620 Web site: http://www.fta.dot.gov/

civilrights/title6/civil\_rights\_5104.html

# **NONDISCRIMINATION ASSURANCE**

## RIGHT TO FILE A TITLE VI COMPLAINT

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color or national origin under the Citrus Connection program of transit service delivery or related services or programs, you may file an official Title VI complaint with the Title VI Coordinator. Director Safety Security & Operations Support, Dean Kirkland-McMillan. We encourage you to make your complaint in writing. Any complaint must be filed with the Citrus Connection Title VI Coordinator within 180 days of the date of the alleged Title VI violation

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential.

Upon completion of the investigation, the Title VI Coordinator will complete a final report for the Executive Director. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days. If no violation is found and the complainant wishes to appeal the decision, he or she may do so by contacting the Federal Transit Administration (FTA).

Complainants may also file their initial Title VI complaint directly, no later than 180 days after the date of the alleged discrimination, with the Federal Transit Administration (FTA).

Members of the public may request additional information relating to Nondiscrimination obligation from the Lakeland Area Mass Transit District Title VI Coordinator, or at www.ridecitrus.com

# **GARANTIA DE NO DISCRIMINACION**

## DERECHO A PRESENTAR UNA DENUNCIA DEL TITULO VI

Si usted cree que ha sido excluido de participar en, negársele los beneficios de, o ser sujeto de discriminación basado en raza, color u origen nacional bajo los programas de prestación de servicios de tránsito o de los servicios o programas relacionados de Citrus Connection, usted puede presentar una queja oficial del Título VI con el Coordinador del Título VI, Directora de Seguridad & Soporte de Operaciones, Dean Kirkland-McMillan. Le animamos a presentar su queja por escrito. Cualquier queja debe ser presentada con el Coordinador del Título VI de Citrus Connection dentro de 180 días de la fecha de la alegada violación del Título VI.

Todas las quejas serán investigadas de inmediato. Medidas razonables se llevarán a cabo para preservar toda la información que es confidencial. Al término de la investigación, el Coordinador del Título W completará un informe final para el Director Ejecutivo, Si una violación del Título W se encuentra que existe, medidas apropiadas y necesarias se adoptarán inmediatamente. El demandante también recibirá un informe final junto con las medidas correctivas. El proceso de investigación y reporte final no tomará mas de veinticinco (25) días hábiles. Si no se encuentra violación y el demandante desea apelar la decisión, el o ella puede hacerlo poniéndose en contacto con la Administración Federal de Tránsito (FTA).

Los demandantes también pueden presentar su queja inicial de Título VI directamente, no mas tarde de 180 días después de la fecha de la alegada discriminación, con la Administración Federal de Tránsito (FTA).

Los miembros del público podrán solicitar información adicional relacionada con la obligación de no discriminación con el Coordinador del Título VI del Transporte Público del Distrito de Lakeland o en la página de internet www.ridecitrus.com.

## CONTACT INFORMATION/ INFORMACION DE CONTACTO

## © CITRUS CONNECTION:

Marcia Roberson Title VI Coordinator/Call Center Director

1212 George Jenkins Blvd. Lakeland, FL 33815 Phone: (863)733-4222 Fax: (863)327-1364 E-mail: mroberson@ridecitrus.com

## FEDERAL TRANSIT ADMINSTRATION (FTA):

Office of Civil
Attention: Complaint Team
East Building, 5th Floor - TCR
1200 New Jersey Ave. SE,
Washington, DC 20590

Phone: (866) 377-8642

JANUARY 2017

## JANUARY 2017

# **NONDISCRIMINATION ASSURANCE**

The Lakeland Area Mass Transit District d.b.a. the Citrus Connection operates in accordance with Title VI of the Civil Rights on 1964 and Related Statutes: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance". (42 U.S.C. Section 2000d).

The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for Citrus Connection, to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information Citrus Connection provides.

Citrus Connection works to ensure nondiscriminatory transportation in providing public transportation for all Lakeland area citizens.

# GARANTIA DE NO DISCRIMINACION

LAKELAND AREA MASS

TRANSIT DISTRICT

El Transporte Público del Distrito de Lakeland haciendo negocios como Citrus Connection funciona de acuerdo con el Título W de los Derechos Civiles de 1964 y con los Estatutos Relacionados: "Ninguna persona en los Estados Unidos, por motivos de raza, color, o origen nacional, será excluido de la participación en, será negado de los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal". (42 U.S.C. Sección 2000d). La Justicia Ambiental componente del Titulo VI garantiza un tratamiento equitativo para todas las personas y proporciona para Citrus Connection, identificar y abordar, como sea apropiado, los efectos desproporcionadamente grandes y adversos de sus programas, políticas, y actividades en las poblaciones minoritarias y de bajos ingresos, tales como tomando las medidas razonables para asegurar que personas con dominio de inglés limitado tengan un acceso significativo a los programas, servicios, e información que Citrus Connection proporciona.

Citrus Connection trabaja para asegurar transportación no discriminada en la provisión de transporte público para todos los ciudadanos del área de Lakeland.

CitrusConnection

# ASSURANCE ASSURANCE BARANTIA DE NO DISCRIMINACION

## Lakeland Area Mass Transit District

## NONDISCRIMINATION ASSURANCE

GARANTIA DE NO DISCRIMINACION

The Lakeland Area Mass Transit District d.b.a. the Citrus Connection operates in accordance with Title VI of the Civil Rights on 1964 and Related Statutes: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance". (42 U.S.C Section 2000d).

The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for Citrus Connection, to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information Citrus Connection provides.

Citrus Connection works to ensure nondiscriminatory transportation in providing public transportation for all Lakeland area citizens.

## RIGHT TO FILE A TITLE VI COMPLAINT

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color or national origin under the Citrus Connection program of transit service delivery or related services or programs, you may file an official Title VI complaint with the Title VI Coordinator, Director of Mobility Services, Marcia Roberson. We encourage you to make your complaint in writing. Any complaint must be filed with the Citrus Connection Title VI Coordinator within 180 days of the date of the alleged Title VI violation

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential.

Upon completion of the investigation, the Title VI Coordinator will complete a final report for the Executive Director. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days. If no violation is found and the complainant wishes to appeal the decision, he or she may do so by contacting the Federal Transit Administration (FTA).

Complainants may also file their initial Title VI complaint directly, no later than 180 days after the date of the alleged discrimination, with the Federal Transit Administration (FTA).

Members of the public may request additional information relating to Nondiscrimination obligation from the Lakeland Area Mass Transit District Title VI Coordinator, or at www.ridecitrus.com

## CONTACT INFORMATION/ NFORMACION DE CONTACTO

Citrus Connection
Marcia Roberson
Title VI Coordinator/
Director of Mobility Services
1212 George Jenkins Blvd
Lakeland FL 33815
Phone 863 733-4222
Fax 863 327-1364
Email mroberson@ridectifue

Federal Transit
Administration
Office of Civil Rights
Attention Complaint Team
East Building, 5th Floor-TCR
1200 New Jersey Ave.
Washington, DC 20590
Phone: 888 446-4511

El Transporte Público del Distrito de Lakeland haciendo negocios como Citrus Connection funciona de acuerdo con el Título VI de los Derechos Civiles de 1964 y con los Estatutos Relacionados: "Ninguna persona en los Estados Unidos, por motivos de raza, color, o origen nacional, será excluido de la participación en, será negado de los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal". (42 U.S.C. Sección 2000d).

La Justicia Ambiental componente del Título VI garantiza un tratamiento equitativo para todas las personas y proporciona para Citrus Connection, identificar y abordar, como sea apropiado, los efectos desproporcionadamente grandes y adversos de sus programas, políticas, y actividades en las poblaciones minoritarias y de bajos ingresos, tales como tomando las medidas razonables para asegurar que personas con dominio de inglés limitado tengan un acceso significativo a los programas, servicios, e información que Citrus Connection proporciona.

Citrus Connection trabaja para asegurar transportación no discriminada en la provisión de transporte público para todos los ciudadanos del área de Lakeland.

## DERECHO A PRESENTAR UNA DENUNCIA DEL TITULO VI

Si usted cree que ha sido excluido de participar en, negársele los beneficios de, o ser sujeto de discriminación basado en raza, color u origen nacional bajo los programas de prestación de servicios de tránsito o de los servicios o programas relacionados de Citrus Connection, usted puede presentar una queja oficial del Título VI con el Coordinador del Título VI, Directora de Servicios de Movilidad, Marcia Roberson. Le animamos a presentar su queja por escrito. Cualquier queja debe ser presentada con el Coordinador del Título VI de Citrus Connection dentro de 180 días de la fecha de la alegada violación del Título VI.

Todas las quejas serán investigadas de inmediato. Medidas razonables se llevarán a cabo para preservar toda la información que es confidencial.

Al término de la investigación, el Coordinador del Título VI completará un informe final para el Director Ejecutivo. Si una violación del Título VI se encuentra que existe, medidas apropiadas y necesarias se adoptarán inmediatamente. El demandante también recibirá un informe final junto con las medidas correctivas. El proceso de investigación y reporte final no tomará mas de veinticinco (25) días hábiles. Si no se encuentra violación y el demandante desea apelar la decisión, él o ella puede hacerlo poniéndose en contacto con la Administración Federal de Tránsito (FTA).

Los demandantes también pueden presentar su queja inicial de Título VI directamente, no mas tarde de 180 días después de la fecha de la alegada discriminación, con la Administración Federal de Tránsito (FTA).

Los miembros del público podrán solicitar información adicional relacionada con la obligación de no discriminación con el Coordinador del Título VI del Transporte Público del Distrito de Lakeland o en la página de internet www.ridecitrus.com.



ATTACHMENT 3
LAMTD S.O.P. #D-3 – Monitoring Title VI and Tracking Report.

## LAMTD

TITLE: Monitoring Title VI

S.O.P. #: SOP D-3

PAGE: 2 of 3

- Language assistance is to be provided as necessary when there is a significant population change. To determine the changes two primary sources are used:
  - Survey the bus Operators to determine the number and magnitude of communication problems due to language.
- Survey the Customer Representatives to determine the need for language assistance.
- The information is given to the Operations Manager for action.

## 4. Title VI Complaints:

- a. In the event of a Title VI complaint the District shall provide to the person submitting the complaint, a Title VI complaint form.
- b. The District shall maintain a list of active investigations conducted by entities other than the FTA. The list will include the date of the investigation, lawsuit or complaint was filed, a summary of the allegation(s), the status of the investigation, complaint, lawsuit, and the actions taken by the Lakeland Area Mass Transit District as required by Title VI Appendix A Chapter IV Part 6.
- c. Posters containing Title VI information will be prominently displayed within the facility and at the bus terminal. All posters and advertisements will show the Transit Districts name and the local Title VI Coordinators contact information to whom complaints should be referred.

## LAMTD

TITLE: Monitoring Title VI

S.O.P. #: SOP D-3

PAGE: 3 of 3

d. The Lakeland Area Mass Transit District will annually publish a notice that it operates in accordance with Title VI of the Civil Rights Act of 1964 and Related Statutes.





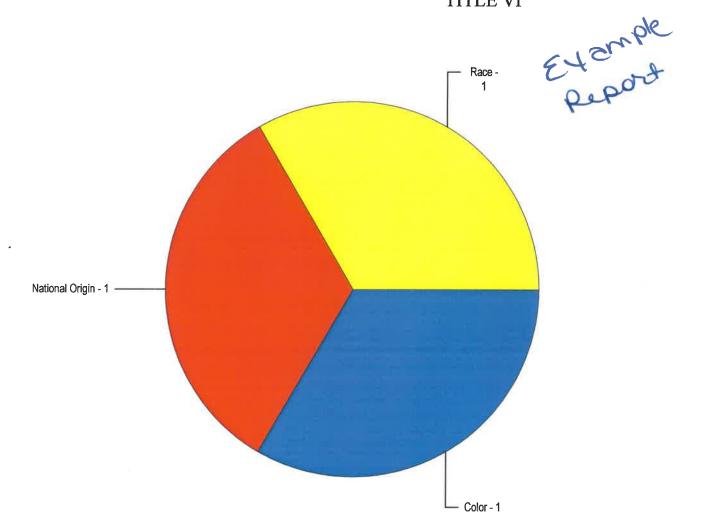


ATTACHMENT 4
Citrus Connection Title VI Complaint Procedures and Complaints Forms

## **Feedbacks by Category**

07-01-2020 - 07-10-2020

Citrus Connection
TITLE VI



By Subtype

Person to Person **Customer Contact Report** Contact # Contact Method **CEO** Office Contact Date **Contact Time** Manual Contact # Received By  $\mathbf{V}$ 1619 08-Jul-20 1:04 PM Marcia Status Service Type Category **Incident Date** Open Fixed Route TITLE VI Color 08-Jul-19 Incident Time: LineNumber Line Facility Citrus Connection Dir of Travel Incident Location Stop **Bus Destination** Oper Badge# OperatorName Bus# Block # 0 **Operator Description Contact Comments Contact Title** First Name Last Name Position Organization Address 1 Address 2 City State Zip Code Work # Fax Number Home# Email Responding Dept CITCON/FIXED RT **Internal Responding Party** Forwarded for Resp Internal Response Rec'd 13-Jul-19 09-Jul-20 Response Detail test Complementary Day Pass Complementary Local Monthly Pass: Complementary Express Monthly Pass: Contact Response Date Responding Party Contact Response Type Response To Customer Follow Up Date **Follow Up Comments** test

SUBJECT 1629

COMMENDATION COMPLAINT INQUIRY LOST + FOUND OTHER	1	CUST	OMER S	SERVIC	E RE	<u>POR</u>	T Can	pulleach	NUMBER 1620 What yellow	
DATE RECEIVED	TIME RECEIV						FEEDBACK SUBTYPE		TARGET DATE	
07-08-2020	-08-2020 13:08				CITCON/FIXE Nat		National Origin		07-13-2020	
DATE OF INCIDENT 07-08-2019	TIME OF INCIDENT	BOOKING ID	ING ID VEHICLE NO.		RUN		CHARGEABLE	PROVIDER		
SCHEDULE EARLY / SCH	ORIG	ORIGIN				DESTINATION				
CUSTOMER NAME	ADDRES	S				TELEPHONE  BUS: RES: CELL:		TAKEN BY Marcia		
								NOTE		
					en e					
test		1	***************************************							
SUMMARY OF ACTION	TAKEN	ì		_						
REPLY TO CUSTOMER		ì						•		
EMPLOYEE INVOLVED	EMPL	OYEE NO.	INVESTIG	GATED BY		T	ELEPHONE		DATE 07.09.2020	

SUBJECT

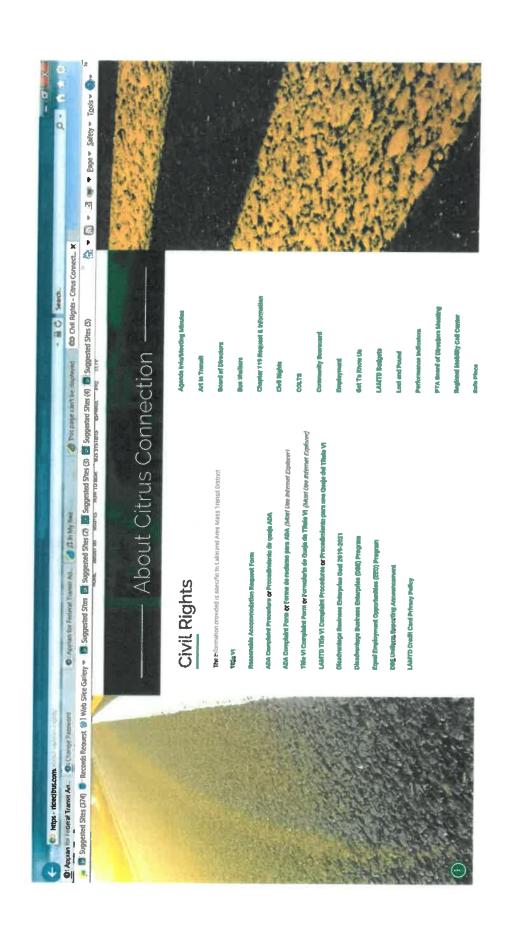
1630

Printed: 07-10-2020 10:16

ATTACHMENT 4
Citrus Connection Title VI Complaint Procedures and Complaints Forms

## Website

Go to Ridecitrus.com > About us > Civil Rights > Procedures for filing a complaint and complaint form in Enlish and spanish link are there.





## TITLE VI COMPLAINT PROCEDURES

In order to comply with 49 CFR Section 21.9(b), Citrus Connection developed the Standard Operating Procedure (S.O.P.) #D-3, that describes the procedures for filing, investigating, and tracking Title VI complaints filed against The District. The procedures for filing a complaint are available to members of the public upon request.

Members of the public may request additional information relating to Nondiscrimination obligation from:

## The Lakeland Area Mass Transit District Title VI Coordinator:

Marcia Roberson Director of Regional Mobility Call Center Lakeland Area Mass Transit District 1212 George Jenkins Blvd., Lakeland, FL 33815 Phone numbers: (863)733-4222

Fax number: (863)327-1364 MRoberson@ridecitrus.com

## The Federal Transit Administration (FTA):

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590
Phone Number: (888) 446-4511

## RIGHT TO FILE A COMPLAINT

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color or national origin under the Citrus Connection program of transit service delivery or related services or programs, you may file an official Title VI complaint with the Title VI Coordinator or with the Federal Transit Administration (FTA). A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by FTA.

May 2017 Page 1 of 3

## FILING A COMPLAINT WITH LAKELAND AREA MASS TRANSIT DISTRICT

Lakeland Area Mass Transit District encourages you to make your complaint in writing (see the attached Title VI Compliant Form), including the following information:

- Your name, address and how to contact you (phone number, email address, and mailing address)
- How, why, when and where you believe you were discriminated against. Include the location, names and contact information of any witnesses. If the alleged incident occurred on a bus or other Citrus Connection vehicle, please give the date, time of day, and bus/vehicle number if available.
- Your signature

In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Citrus Connection Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Title VI Coordinator will assist the complainant in completing a written statement.

Any complaint must be filed with the Citrus Connection Title VI Coordinator within 180 days of the date of the alleged Title VI violation.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigator will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the alleged Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon completion of the investigation, the Title VI Coordinator will complete a final report for the Executive Director. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days. If no violation is found and the complainant wishes to

May 2017 Page 2 of 3

appeal the decision, he or she may do so by contacting the Federal Transit Administration.

Complainants may also file their initial Title VI complaint directly, no later than 180 days after the date of the alleged discrimination, with the Federal Transit Administration at the above listed address and contact information.

May 2017 Page 3 of 3



## PROCEDIMIENTO PARA UNA QUEJA DEL TITULO VI

Con el fin de cumplir con el 49 CFR Sección 21.9(b), Citrus Connection desarrolló el Procedimiento Operativo Estándar (S.O.P.) #D-3, que describe los procedimientos de presentación, investigación y seguimiento de quejas del Título VI presentadas en contra del Distrito. Los procedimientos para presentar una queja están disponibles para los miembros del público bajo petición.

Los miembros del público podrán solicitar información adicional relacionada con la obligación de no discriminación con:

## El Coordinador del Título VI de Lakeland Area Mass Transit District:

Marcia Roberson
Directora del Centro de Llamadas de Movilidad Regional
Lakeland Area Mass Transit District
1212 George Jenkins Blvd., Lakeland, FL 33815
Número de teléfono: (863)733-4222
Número de Fax: (863)327-1364
MRoberson@ridecitrus.com

## La Administración Federal de Tránsito (FTA):

Oficina de Derechos Civiles
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590
Atención:Region IV Oficial de Derechos Civiles
Numero de teléfono: (888)446-4511
Website: http://www.fta.dot.gov

## **DERECHO A PRESENTAR UNA DENUNCIA**

Si usted cree que ha sido excluido de participar en, negársele los beneficios de, o ser sujeto de discriminación basado en raza, color u origen nacional bajo los programas de prestación de servicios de tránsito o de los servicios o programas relacionados de Citrus Connection, usted puede presentar una queja oficial del Título VI con el Coordinador del Título VI, o con la Administración Federal de Tránsito (FTA). La queja debe ser presentada no más tarde de 180 días

May 2017 Page 1 of 3

después de la fecha de la alegada discriminación, a menos que el plazo para la queja sea extendida por la Administración Federal de Tránsito (FTA).

# PRESENTAR UNA QUEJA ANTE EL TRANSPORTE PÚBLICO DEL DISTRITO DE LAKELAND.

El Transporte Público del Distrito de Lakeland lo anima a presentar su queja por escrito (ver el formulario adjunto del Título VI), incluyendo lo siguiente:

- Su nombre, dirección y como contactarlo a usted (teléfono, correo electrónico y dirección postal)
- Cómo, por qué, cuando, y dónde usted cree fue discriminado. Incluya el lugar, nombres e información de contacto de los testigos. Si el alegado incidente ocurrió en el autobús o en otro vehículo de Citrus Connection, por favor indique la fecha, la hora del día, y el número de autobús/vehículo si está disponible.
- Su firma

En el caso de que el denunciante no puede o es incapaz de proporcionar una declaración por escrito, una queja verbal de la discriminación puede ser hecha con el Coordinador del Título VI. Bajo estas circunstancias, el denunciante será entrevistado, y el Coordinador del Título VI asistirá al denunciante en la realización de una declaración por escrito.

Cualquier queja deber ser presentada con el Coordinador del Título VI de Citrus Connection dentro de los 180 días siguientes de la fecha de la alegada violación del Título VI.

Todas las denuncias serán investigadas con prontitud. Medidas razonables se llevarán a cabo para preservar cualquier información que es confidencial. El Coordinador del Título VI revisará cualquier queja, y cuando sea necesario, comenzará un proceso de investigación. Como mínimo el investigador:

- Identifica y examina todos los documentos pertinentes, prácticas y procedimientos;
- Identifica y entrevista a las personas que tengan conocimiento de la alegada violación del Título VI, por ejemplo, la persona que hace la denuncia; los testigos o cualquier persona identificada por el denunciante; cualquier que haya sido objeto de una actividad similar, o cualquier persona con información relevante.

May 2017 Page 2 of 3

Al término de la investigación, el Coordinador del Título VI completará un informe final para el Director Ejecutivo. Si una violación del Título VI se encuentra existente, medidas correctivas adecuadas y necesarias serán tomadas inmediatamente. El demandante también recibirá un informe final con las medidas correctivas. El proceso de investigación e informe final no debe tomar más de veinte y cinco días (25) hábiles. Si no se encuentra violación y el demandante desea apelar la decisión, él o ella pueden hacerlo poniéndose en contacto con la Administración Federal de Tránsito.

Demandantes también pueden presentar su queja inicial del Título VI directamente, no más tarde de 180 días después de la fecha de la alegada discriminación, con la Administración Federal de Tránsito en la dirección e información de contacto arriba indicada.

May 2017 Page 3 of 3



#### TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for Citrus Connection, to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information Citrus Connection provides. Citrus Connection works to ensure nondiscriminatory transportation in providing public transportation for all Polk County area citizens.

Complaint No.

Name:	
Home Number:	
Work Number:	
Email Address:	

Updated May 5, 2017

Page 1 of 4

Address:	
City:	Zip Code:
List type of discrimin	nation (please check all that apply):
Race National	Origin Color C
Other:	
Please indicate your	race/color, if it is a basis of your complaint:
Please describe your	national origin, if it is a basis of your complaint:
Location where incide	ent occurred:
Time and date of inci	dent:
Name/Position title o VI discrimination:	f the person who allegedly subjected you to Title
Briefly describe the in	cident (use a separate sheet, if necessary):

Did anyone else witness the incident? Yes \( \text{\bar} \) No \( \text{\bar} \)
Please List witnesses (Use a separate sheet, if necessary)
Name:
Address:
Phone number:
Name:
Address:
Phone number:
Have you filed a complaint about this incident with the Federal Transit Administration? Yes \( \square \) No \( \square \)
If Yes, when?

#### **AFFIRMATION**

I hereby swear/affirm that the information that I have provided in this Title VI Complaint Form is true and correct to the best of my knowledge, information and belief.

**Your Signature** 

**Today's Date** 

E-mail Submission

# ACTION TAKEN (TO BE COMPLETED BY TITLE VI INVESTIGATOR)

Received on:	
Accepted for formal investigation on:	
Referred to another department on:	
If rejected, because:	Mary Control of the C

#### Title VI Investigator

**Today's Date** 

#### Mailing Address:

Marcia Roberson
Director of Regional Mobility Call Center
Lakeland Area Mass Transit District
d.b.a. Citrus Connection
1212 George Jenkins Blvd.
Lakeland, FL 33815
MRoberson@ridecitrus.com

Updated May 5, 2017 Page 4 of 4



#### FORMULARIO DE QUEJA DE TITULO VI

El Título VI de los Derechos Civiles de 1964 prohíbe discriminación por motivos de raza, color, o origen nacional en programas y actividades que reciben asistencia financiera federal. Especificamente, el Título VI prohíbe que " ninguna persona en los Estados Unidos, por motivos de raza, color, o origen nacional, será excluido de la participación en, será negado de los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal". (42 U.S.C. Sección 2000d). Ambiental componente del Título VI garantiza un tratamiento equitativo para todas las personas y proporciona para Citrus Connection, identificar y abordar, como sea apropiado, los efectos desproporcionadamente grandes y adversos de sus programas, politicas, y actividades en las poblaciones minoritarias y de bajos ingresos, tales como tomando las medidas razonables para asegurar que personas con dominio de ingles limitado tengan un acceso significativo a los programas, servicios, e información que Citrus Connection proporciona. Citrus Connection trabaja para asegurar transportación no discriminada en la provisión de transporte público para todos los ciudadanos del área del Condado de Polk.

Queja No.

Nombre:	
Numero de teléfono de casa:	
Número de teléfono del traba	ajo:
Correo electrónico:	
Dirección:	
Direction:	
Ciudad:	Código Postal:
Liste los tipos de discriminad apliquen):	ción (por favor, marque todas las que
Raza Origen Nacional	□ Color □
Otro:	
Por favor, indique su raza/co	lor, si ésta es la base de su queja:
Por favor, describa su origen	nacional, si ésta es la base de su queja:
Lugar donde el incidente ocu	rrió:
Hora y fecha del incidente:	
Nombre/Título del puesto de a usted a una discriminación	la personal que supuestamente lo sometió del Título VI:

Brevemente describa el incidente (use una hoja separada, si es necesario):	
Alguna otra persona fue testigo del incidente?: Sí No No	
Por favor liste los testigos (Use una hoja separada, si es necesario)	1
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Ha presentado una queja sobre este incidente con la Administración Federal de Tránsito? Sí 🗌 No 🗌	
Si sí, cuando?	

#### **AFIRMACION**

Por la presente juro/afirmo que la información que he proporcinado en este formulario de queja del Título VI es verdadera y correcta a lo mejor de mi conocimiento, información y creencia.

Su firma Fecha de hoy

Envío electrónico

# MEDIDADS ADOPTADAS (PARA SER COMPLETADO POR EL INVESTIGADOR DEL TITULO VI)

Recibido en:	
Aceptado para la investigación formal en:  Referido a otro departamento en:	
Referido a otro departamento en:	
Si fue rechazada, porque:	

Investigador Título VI

Fecha de hoy

#### Dirección Postal:

Marcia Roberson
Directora del Centro del Llamadas de Movilidad Regional
Lakeland Area Mass Transit District
d.b.a. Citrus Connection
1212 George Jenkins Blvd.
Lakeland, FL 33815
MRoberson@ridecitrus.com

ATTACHMENT 5
Policy and Procedures for Public Hearing and Notices

#### Policy and Procedure for Public Hearings and Notices

Rationale:

Changes in fares, complementary paratransit service (ADA) and/or routes affected by customer trip generation/termination points, travel patterns, or other community based factors may require evaluation to improve customer service or service delivery cost.

Policy:

A public hearing and Board of Directors' approval is required for changes to fares and ADA service levels or eligibility requirements; and, changes to an existing routes revenue miles by twenty five percent (25%) or more.

Route changes involving less than then twenty five (25%) percent of an existing routes revenue miles are referred to as modifications and require notice to the public.

Procedure:

The hearing will be advertised in the local newspaper and posted for public viewing at the transit headquarters, in the facility at which Board of Directors' Meetings are conducted, and on the affected routes, no less than 30 days prior to the hearing. Board approval is required for changes that were the subject of a public hearing. Notice of approved route changes will be available on all buses no less then 14 days prior to the effective date of the change.

The Board of Directors will be briefed prior to staffs' posting notices, publishing notices, or conducting meetings as a means of providing customers notice of route modification that will occur or are being considered for modification. Printed notices or notice meetings will be in place no less then 14 days prior to an established comment date; and, notice of modifications will be available on affected routes no less then 14 days prior to the effective date of a modification.

t:

Daniel Ours

**Executive Director** 

Adopted By LAMTD Board of Directors March 14, 2006



# Let's Talk

Frostproof Transit Riders,

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold a public workshop at the Latt Maxcy Memorial Library, 15 N. Magnolia Ave., Frostproof to allow public comments regarding the proposed elimination of service on Route 35 in Frostproof.

Changes under consideration: Due to the Frostproof City Commission's decision to not subsidize public transit in the city, the following 11 stops are being considered for elimination:

(SOUTHBOUND) N. Scenic Hwy. 17 and McCloud Rd., N. Scenic Hwy. 17 and Bulldog Way, N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and E. Wall St., W. 7th St. and Elkhom Dr., Hickory Avenue and Big Dipper.

(NORTHBOUND) N. Scenic Hwy. 17 and E. 9th St., N. Scenic Hwy. 17 and W. A St., N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and Bulldog Way and N. Scenic Hwy. 17 and Mullinsville Rd.



# Let's Talk

2017 a las 9 AM.

Los pasajeros de tránsito de Frostproof,

El Transporte Público del Distrito de Lakeland haciendo negocios como Citrus Connection, llevará a cabo un taller en la Biblioteca Memorial Latt Maxcy, 15 N. Magnolia Ave., Frostproof para permitir comentarios púbicos con respecto a la propuesta de eliminación del servicio de la Ruta 35 en Frostproof.

Cambios bajo consideración: Debido a la decision de la Comisión de la Ciudad de Frostproof de no subsidiar el transporte público en la ciudad, se están considerando las siguientes 11 paradas de autobus para su eliminación:

(HACIA EL SUR) N. Scenic Hwy. 17 and McCloud Rd., N. Scenic Hwy. 17 and Bulldog Way, N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and E. Wall St., W. 7th St. and Elkhom Dr., Hickory Ave. and Big Dipper.

(HACIA EL NORTE) N. Scenic Hwy. 17 and E. 9th St., N. Scenic Hwy. 17 and W.A St., N. Scenic Hww. 17 and CR 630. N. Scenic Hwy. 17 and Bulldog Way. N. Scenic Hwy. 17 and Mullinsville Rd.

#### LAKELAND AREA MASS TRANSIT DISTRICT PUBLIC HEARING MEETING September 28, 2017 AGENDA ITEM #1

Agenda Item:

Proposed Elimination of 11 Stops within the City of Frostproof

Presenter:

Tom Phillips, Executive Director

Recommended

Action:

The Board to approve the proposed elimination of 11 stops

within the City of Frostproof on Route 35

Summary:

Changes under consideration: Due to the Frostproof City Commission's decision to not subsidize public transit in the city, the following 11 stops are being considered for elimination:

(SOUTHBOUND) N. Scenic Hwy. 17 and McCloud Rd., N. Scenic Hwy. 17 and Bulldog Way, N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and E. Wall St., W. 7th St. and Elkhorn Dr., Hickory Avenue and Big Dipper.

(NORTHBOUND) N. Scenic Hwy. 17 and E. 9th St., N. Scenic Hwy. 17 and W. A St., N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and Bulldog Way and N. Scenic Hwy. 17 and Mullinsville Rd.

# CITRUS CONNECTION PUBLIC NOTICE

#### **Proposed Service Elimination**

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearing to allow public comments regarding the proposed elimination of Route 4X (Lakeland Park Center Express).

Public Hearing Location and Date:

451 3<sup>rd</sup> St NW, Winter Haven, FL

Wednesday, June 14 at 8:30 a.m.

Changes under consideration:

It is proposed that the 4X (Lakeland Park Express) cease operation July 10, 2017. The proposal includes adding three trips on Route 47 which already serves the Lakeland Park Center. The additional times to be added are 7:15 a.m., 5:15 p.m. and 6:15 p.m. Route 47 will also service the Salvation Army will be at 7:15 a.m. and 6:15 p.m. trips.

July 2017 Route Changes

# NOTICE CitrusConnection

SS

# SMART SHUTTLE

Due to an expired federal program (JARC), effective July 10, 2017, the SMART SHUTTLE will cease operation in Winter Haven.

Citrus Connection will be hosting public workshops to accept public comment and explain future transit options Monday, May 1, 2017 at the Winter Haven Transit Terminal from 9 a.m. to noon and 1 p.m. to 4 p.m.

A public hearing regarding the elimination of the SMART SHUTTLE is scheduled for Wednesday, June 14 at 8:30 a.m. at 1212 George Jenkins Blvd. as part of the Lakeland Area Mass Transit District Board of Directors Meeting.

For More Information Call 855.POLKBUS (765-5287)

# AVISO CitrusConnection

SS

# SMART SHUTTLE

Debido a la caducidad de un programa federal (JARC), a partir del 10 de Julio de 2017, el SMART SHUTTLE, dejará de operar en Winter Haven.

Citrus Connection organizará talleres públicos para recibir comentarios del público y explicar futuras opciones de tránsito, el Lunes, Mayo 1, 2017 en la Terminal de Tránsito de Winter Haven desde las 9 a.m. hasta el mediodía y desde la 1 p.m. hasta las 4 p.m.

Una audiencia pública sobre la eliminación del SMART SHUTTLE está programada para el Miércoles, Junio 14 a las 8:30 a.m. en el 1212 George Jenkins Blvd. como parte de la reunión del Consejo de Administración de Lakeland Area Mass Transit District.

Para más información Llame 855.POLKBUS (765-5287)



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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#### CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Elimination**

Lakeland Area Mass Transit District, d/b/a Clirus Connection, will hold public hearing to allow public comments regarding the proposed elimination of SMART Shuttle service serving the Winter Haven area.

Public Hearing Location and Date:
Winter Haven City Hall, John Fuller Auditorium, 451 Third Street NW, Winter Haven, Florida 33881
Wednesday, June 14 at 8:30 a.m.
Changes under consideration:
Due to an expired federal program (Job Access Reverse Commute), it is proposed that the SMART Shuttle cease operation July 10, 2017.
Information will also be provided for fixed route transportation alternatives as well as ADA and Transportation Disadvantaged service.

L3657 5-10; 2017

Attention:	Fax:	
		_

# LAKELAND AREA MASS TRANSIT DISTRICT FY16-17

#### **SERVICE CHANGES**

DATE	COMMENTS
11/01/2016	<ul> <li>Route 33 - South Florida / Carter Rd. Flex: Minor route change a</li> <li>Walmart.</li> </ul>
12/12/2016	• Route 427 – U.S 27/ Haines City: Schedule and route change
01/09/2017	<ul> <li>Route 1 – Florida Avenue Corridor: Schedule change to improve on-time performance.</li> </ul>
	<ul> <li>Route 3 – Lakeland Hills Corridor: Route change to serve the community on Lakeland Harbor.</li> </ul>
	<ul> <li>Route 46 – 10<sup>th</sup> /Wabash/Ariana: Schedule change to improve on-time performance.</li> </ul>
	• Route 58X – Airside Express: 4 trips were added at the end of the day: 12:00 am, 12:15 am, 12:30 am, and 12:45 am.
	<ul> <li>New Route 59X - County Line Express: New route to provide service on County Line Rd. Service provided Monday through Friday only.</li> </ul>
	<ul> <li>Route 12 – Lakeland/Winter Haven: Route and schedule change to provide same service Monday through Saturday.</li> </ul>
	<ul> <li>Route 15 – Winter Haven/Haines City: Route and schedule change to provide same service Monday through Saturday. Saturday schedule changed to 90 minutes trip.</li> </ul>
	<ul> <li>Route 22XW - Winter Haven/Bartow: Route change to provide service to Bartow Regional Medical Center. Saturday schedule changed to 90 minutes trip.</li> </ul>
	<ul> <li>Route 25 - Bartow/Fort Meade: Last trip changed to stop at Human Services.</li> </ul>
	Route 27X — Dundee/Eagle Ridge Mall: Northbound trip changed from Walmart Supercenter to Dundee.
	• Route 30 - Legoland: Route and schedule change. Headway changed to 60 minutes.

DATE	COMMENTS
01/09/2017	<ul> <li>Route 35 - Lake Wales/Babson Park/Frostproof: Schedule change to start from Eagle Ridge Mall.</li> <li>New Route 60 - Winter Haven Northeast: New route to provide service on Lucerne Park area and to the Walmart Distribution Center. Service provided Monday through Saturday.</li> </ul>
03/06/2017	Route 59X - County Line Express: Route change to make connection with RT45 on Clark Rd.
05/01/2017	Route 427 – U.S 27/ Haines City: Route change
07/10/2017	<ul> <li>Route 1 – Florida Avenue Corridor: Route changed to provide service to the new Park &amp; Ride at U.S. 98 N. Lakeland Square Mall is served during Saturdays only.</li> <li>Route 4X – Lakeland Park Center: Route was eliminated. Service provided through Route 47.</li> <li>Route 22XL – Bartow Express to Lakeland: Schedule changed on its second trip to improve on time performance. No service to PSC on its southbound trip.</li> <li>Route 47 – Duff Road Shuttle: Route and schedule was changed to provide service to the new Park &amp; Ride at U.S. 98 N. and to include the three hours of service provided on RT4X.</li> <li>Route 59X – County Line Express: Last trip was changed to finish route at Lakeland Terminal.</li> <li>Route Smart Shuttle: Route was eliminated due to not funds from a Grant.</li> <li>Route 30 – Legoland: Minor change on its route, to improve on time performance.</li> </ul>
	• Route 35 – Lake Wales/Babson Park/Frostproof: Minor change on its southbound trips, due to safety reasons.

DATE	COMMENTS
07/10/2017	<ul> <li>Route 40/44 — Winter Haven Southside: Route and schedule changed to improve on time performance.</li> </ul>
	<ul> <li>Route 50 – Auburndale: Route and schedule changed to improve on time performance.</li> </ul>
08/28/2017	<ul> <li>Route 1 – Florida Avenue Corridor: Route changed to provide service to the Lakeland Square Mall Monday through Saturdays.</li> </ul>
	<ul> <li>New Route 61 - U.S. 98 N./Banana Rd: New route started to provide service on Duff Rd. and Banana Rd. Service provided during three trips in the morning and three trips in the afternoon.</li> </ul>

# LAKELAND AREA MASS TRANSIT DISTRICT Public Hearing Meeting Hollingsworth Conference Room

#### Thursday, September 28, 2017 8:30 a.m.

Call to Order
Roll Call

1. Proposed Elimination of 11 Stops within the City of Frostproof
Approval
2. Public Comments
None

Adjournment



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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# CITRUS CONNECTION PUBLIC NOTICE Proposed Service Elimination

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearing to allow public comments regarding the proposed elimination of 11 stops within the City of Frostproof.

Public Hearing Location and Date: Clirus Connection Board Room, 1212 George Jenkins Blvd., Lekeland FL Thursday, Sept. 28 at 8:30 a.m.

Changes under consideration:

Discontinuing service to the 11 stops within the city limits of Frostproof on Route 35. A funding decision made by the Frostproof City Commission has resulted in these service reductions.

L3591 8-25; 2017

Attention:	Fax:
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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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#### **Public Notice**

All interested parties within Polk County are hereby advised that Lakeland Area Mass Transit District (LAMTD) is applying to the Florida Department of Transportation for capital grants under Section 53:10 of the Federal Transit Act of 1991, as amended, in the amount of \$83,900 for the Implementation of a Travet Trainer program with in the Lakeland Urbanized Area.

This notice is to provide an opportunity for a Public Hearing for this project. This public notice is to ensure that this project and the contemplated services will not duplicate current or proposed services provided by existing transit or paratrensit operators in the area.

This hearing will be conducted at the LAMTD office, 1212 George Jenkins Blvd, Lakeland Fl. 33815 on December 13th at 8:30 am only if a written request for the hearing is received by December 8, 2017.

Requests for a hearing must be addressed to Tom Phillips, Executive Director 1212 George Jenkins Bivd., FL. 33815 and a copy sent to Jared Delong, Transit Projects Coordinator, Florida Department of Transportation, District 1 Office, P. O. Box 1249, Bartow, FL. 33831-1249. Florida Law and Tifle VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of manital status.

Persons believing they have been dis-criminated against on these condi-tions may file a complaint with the Florida Commission on Human Reia-tions at 850-488-7082 or 800-342-8170 (volce messaging) L3871 11-29; 2017

Attention:	Fax	



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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# CITRUS CONNECTION PUBLIC NOTICE Proposed Service Enhancements

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold a public hearing to allow public comments regarding the proposed expansion of Route 25 and the elimination of Route 39X. Public Hearing Location and Date:

Citrus Connection Board Room, 1212 George Jenkins Blvd., Lekeland FL Wednesday, Nov. 8 at 8:30 a.m.

Changes under consideration:

Expand Route 25 to provide service to and from Bartow to Ft. Meade, Homeland, Altins, Bradley Junction and Mulberry, This expansion will provide service to the area currently serviced by Route 39X resulting in the consolidation of Route 39X service into Route 25.

L3769 10-10; 2017

Attention:	Fac:
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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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### CITRUS CONNECTION PUBLIC NOTICE Proposed Route Change

Lakeland Area Mass Transit District, d'b/a Clirus Connection, will hold a public workshop to allow public comments regarding the proposed elimination of service within the City of Frostproof.

Public Workshop Date: Latt Maxcy Memorial Library, 15 N. Magnolia Ave., Frostproof

Monday, Sept. 11. from 9 s.m. to Noon

Changes under consideration:

Discontinuing service to the 11 stops within the city limits of Frostproof on Route 35. A funding decision made by the Frostproof City Commission has resulted in these service reductions.

L3590 8-25; 2017

Attention:	Fax



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Schedule:	5/13 1x, 5/13 1x, , ,			Taken On:	05/11/2017
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### CITRUS CONNECTION PUBLIC NOTICE Proposed Service Elimination

Proposed Service Elimination

Lakeland Area Mass Transit District, d/b/s Cltrus Connection, will hold public hearings to allow public comments regarding the following proposed route enhancements: Elimination of Route 4X (Lakeland Park Center Express); Adding three hours of service to Route 4X (Lakeland Park Center Express); Adding three hours of service to Route 47.

Public Workshop Location and Date:

Route 47: Onboard Route 47 bus from 9:15 a.m. to 11:15 a.m.

Wednesday, May 31, 2017

Public Hearing Location and Date:

1212 George Jenkins Blvd., Lakeland FL

Wednesday, June 14 at 8:30 a.m.

Changes under consideration:

It is proposed that the 4X (Lakeland Park Express) cease operation July 10, 2017.

The proposed includes adding three trips on Route 47 which stready serves the Lakeland Park Center. The additional times to be added are 7:15 a.m., 5:15 p.m. and 6:15 p.m. Route 47 will also service the Salvation Army at 7:15 a.m. and 6:15 p.m.

L3681 5-13; 2017

Attention:	fac	
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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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# CITRUS CONNECTION PUBLIC NOTICE Proposed Service Elimination

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearling to allow public comments regarding the proposed elimination of Route 4X (Lakeland Park Center Express).

Public Hearing Location and Date: 451 3rd St NW, Winter Haven, FL

Wednesday, June 14 at 8:30 a.m.

Changes under consideration:
it is proposed that the 4X (Lakeland Park Express) cease operation July 10, 2017.
The proposal includes adding three trips on Route 47 which already serves the
Lakeland Park Center. The additional times to be added are 7:15 a.m., 5:15 p.m.
and 6:15 p.m. Route 47 will also service the Selvation Army at 7:15 a.m., and 6:16
p.m.

L3675 5-13; 2017

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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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#### AMENDED CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Elimination**

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearing to allow public comments regarding the proposed elimination of SMART Shuttle
service serving the Winter Haven area.
Public Mearing Location and Date:
1212 George Jenkins Blvd, Lakeland, Florida 33815
Wednesdey, June 14 at 8:30 a.m.
Changes under consideration:
Due to an expired federal program (Job Access Reverse Commute), it is proposed
that the SMART Shuttle cease operation July 10, 2017.
Information will also be provided for fixed route transportation alternatives as well as
ADA and Transportation Disadvantaged service.

NC3657 5-13; 2017

Attention:	Fax:



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

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			2	Balance:	\$ 192.57
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Schedule:	5/13 1x, 5/13 1x, ,				
	-,, -, -, -, -, -, -, -, -, -, -,	•		Taken On:	05/11/2017

#### AMENDED CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Elimination**

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearing to allow public comments regarding the proposed elimination of SMART Shuttle service serving the Winter Haven snea.

Public Hearing Location and Date:
1212 George Jenkins Blvd, Lakeland, Florida 33815

Wednesday, June 14 et 8:30 a.m.
Changes under consideration:
Due to an expired federal program (Job Access Reverse Commute), it is proposed that the SMART Shuttle cease operation July 10, 2017.
Information will also be provided for fixed route transportation alternatives as well as ADA and Transportation Disadvantaged service.

L3657 5-13; 2017

L3657 5-13; 2017

Attention:	Fax:
San at at a constant of the same of	



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

	Doto	1,11	Pubs:	L060G0I16B	Order:
LA	Rate:		Class:	(863)688-7433	Phone:
\$ 0.00	Charges:	0001	The second secon	301066	Account:
\$ 192.11	List Price:	05/10/2017	Start Date:		
	Payments:	05/10/2017	Stop Date:	N/A,	Name:
\$ 0.00		2011012011	Insertions:	David	Caller:
\$ 192.11	Balance:			L060	Taken By:
21	Lines:	2	Columns:		
05/05/2017	Taken On:	Schedule: 5/10 1x, 5/10 1x, , ,			
D;	THE REAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF T			5/10 1x, 5/10 1x, , ,	Schedule:

#### CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Elimination**

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public hearing to allow public comments regarding the proposed elimination of SMART Shuttle service serving the Winter Haven area.

Public Hearing Location and Date:
Winter Haven City Hall, John Fuller Auditorium, 451 Third Street NW, Winter Haven, Florida 33881
Wednesday, June 14 at 8:30 a.m.
Changes under consideration:
Due to an expired federal program (Job Access Reverse Commute), it is proposed that the SMART Shuttle cease operation July 10, 2017.
Information will also be provided for fixed route transportation alternatives as well as ADA and Transportation Disadvantaged service.

L3657 5-10; 2017

L3657 5-10; 2017

Attention:Fa	K:
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#### NOTICE OF PROPOSED TAX INCREASE

The Lakeland Area Mass Transit District has tentatively adopted a measure to increase its property tax levy.

#### Last year's property tax levy:

A. Initially proposed tax levy.....\$4,097,327
B. Less tax reductions due to
Value Adjustment......(\$17,253)
C. Actual property tax levy.....\$4,080,074

This year's proposed tax levy.....\$4,613,006

All concerned citizens are invited to attend a public hearing on the tax increase to be hled on:

September 20, 2017 5:01 PM at

Lakeland City Hall
City Commission Conference Room
228 South Massachusetts Avenue
Lakeland, FL 33208

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

L3576 9-17; 2017

☐ PROOF O.K. BY:

O.K. WITH CORRECTIONS BY:

PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLINE

LL-LH325536 (100%)

ADVERTISER: CITRUS CONNECTION
SALES PERSON: LILO60
SIZE: 3X10.5
PUBLICATION: LI-LEDGER

PROOF CREATED AT: 8/22/2017 6:13:58 AM NEXT RUN DATE: 09/17/17 PROOF DUE: 09/15/17 10:59:55

#### **BUDGET SUMMARY** LAKELAND AREA MASS TRANSIT DISTRICT FISCAL YEAR 2017-2018

MILLAGE PER \$1,000	5000 MILLS	
Estimated Revenues		
Ad Valorem Taxes	\$	4,382,360
Passenger Fares	*	670,000
Contract Revenues		1,108,280
Federal Grants		2,553,650
state Grants		1,493,150
Other Revenues		169,600
Total Revenues	\$	10,377,040
Expenses		
Salaries and wages		4.443.130
Fringe Benefits		2,157,880
Services		501,970
Materials and Supplies Consumed		1,366,200
Utilitles		119,200
Casualty and Liability Insurance		274,000
Miscellaneous Expenses		382,220
Restricted Contingency		140.840
Tax Collector's Commissions, Property Appraiser's		-,-,
Fees/CRA Tax Increment Payment		311,000
Capital Expenditures / Debt Service		680,600
otal Expenses	\$	10,377,040

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

☐ PROOF O.K. BY:	O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLIN	E

### LL-LH325537 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 2X6

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 8/22/2017 6:18:58 AM

NEXT RUN DATE: 09/17/17

PROOF DUE: 09/15/17 10:59:55

#### LAKELAND AREA MASS TRANSIT DISTRICT PERFORMANCE MEASURES

Pursuant to Chapter 341.071 Florida Statutes, the Lakeland Area Mass Transit District (LAMTD) d/b/a Citrus Connection is required to publish a report which provides quantitative data relative to productivity and performance measures established by the Florida Department of Transportation. This report is based upon National Transit Database annual reports, which are comprised of operating and financial information. For further information regarding this report, -please call David Persaud, Chief Financial Officer, at (883) 327-1303.Tom Phillips, Executive Director

EFFICIENCY MEASURES	PRODUCTIVITY INDICATORS	FISCAL YEAR 2015	FISCAL YEAR 2016
PASSENGER TRIPS	One-way passenger trips	69,268-DR 1,355,697-MB	88,809-DR 1,304,808-MB
REVENUE MILES	Revenue Miles	267,390-DR 1,163,580-MB	641,077-DR 1,372,618-MB
TOTAL OPERATING EXPENSES	Total Operating Expenses	\$2,838,456-DR \$6,424,382-MB	\$5,164,672-DR \$9,805,544-MB
OPERATING REVENUE	Total Operating Revenue	\$125,958-DR \$1,346,360-MB	\$177,618-DR 2,010,747-MB
VEHICLES OPERATED IN MAXIMUM SERVICE	Peak period vehicles operated	11-DR 27-MB	31-DR 30-MB
BASE FARE	Base price of one transit trip	\$2.00-DR \$1.50-MB	\$2.00-DR \$1.50-MB
REVENUE MILES BETWEEN VEHICLE SYSTEM FAILURES	Revenue miles between system failure	3,169	4,284
SERVICE AVAILABILITY	Days/hours service is available	Fixed Route 5:50 AM to 12:00 AM Weekdays 6:00 AM to 4:35 PM Saturday 8:1 AM to 3:25 PM Sudnay Demand Response 5:45 AM to 7:00 PM Weekdays 7:15:00 AM to 4:10 PM Saturdays 8:15 AM to 3:30 PM Sunday	
FFICIENCY MEASURES	Operating expenses per	\$40.98-DR \$4.74-MB	\$58.15-DR

□ PROOF O.K. BY:	O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLIN	E

#### LL-LH327578 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 3X5

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 11/9/2017 7:08:54 AM

NEXT RUN DATE: 11/11/17

PROOF DUE: 11/10/17 10:59:55



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

L060G0IO96	Pubs:	1.11	Rate:	1.0
(863)688-7433	Class:			LA \$ 0.00
301066	Start Date:	12/02/2018		\$ 366.29
N/A,	Stop Date:	12/02/2018	and the second of the second of	\$ 0.00
Debbie Moore	Insertions:	2		\$ 366.29
L060	Columns:	2		35
12/2 1x, 12/2 1x, ,	•		Taken On:	11/06/2018
	(863)688-7433 301066 N/A, Debbie Moore L060	(863)688-7433 Class: 301066 Start Date: N/A, Stop Date: Debbie Moore Insertions:	(863)688-7433       Class:       0001         301066       Start Date:       12/02/2018         N/A,       Stop Date:       12/02/2018         Debbie Moore       Insertions:       2         L060       Columns:       2	(863)688-7433       Class:       0001       Charges:         301066       Start Date:       12/02/2018       List Price:         N/A,       Stop Date:       12/02/2018       Payments:         Debbie Moore       Insertions:       2       Balance:         L060       Columns:       2       Lines:

#### **Public Notice**

All interested parties within Polk County are hereby advised that Lakeland Area Mass Transit District (LAMTD) is applying to the Florida Department of Transportation for capital grants under Section 5310 of the Federal Transit Act of 1991, as amended, in the amount of \$342,575 for the purchase of 3 fit equipped 22 foot buses and 3 radio systems to be used for the provision of public transit services within the Winter Haven Urbanized Area, LAMTD is applying for \$69,550 for capital grants under Section 5310 of the Federal Transit Act of 1991, as amended for a Travel Training Program for the Lakeland Area UZA. LAMTD is applying for \$66,410 capital grant under Section 5339 of the Federal Transit Act of 1991, as amended, for two passenger shelters south of Lake Weles behind Walmart.

This notice is to provide an opportunity for a Public Hearing for this project. This public notice is to ensure that this project and the contemplated services will not duplicate current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted at the LAMTD office, 1212 George Jankins Blvd, Lakeland Fl. 33815 on December 12, at 8:30 am only if a written request for the hearing is received by December 10th.

Requests for a hearing must be addressed to Torn Phillips, Executive Director 1212 George Jenkins Blvd., FL. 33815 and a copy sent to Charlene Ross, Transl Projects Coordinator, Florida Department of Transportation, District 1 Office, P. O. Box 1249, Bartow, FL. 33831-1249

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.

Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice massaging)

L4317 12-2; 2018

Attention:	Fax:



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

				Taken On:	08/08/2018
Schedule:	8/11 1x, 8/11 1x, , ,			CALL STORY	28
Taken By:	L060	Columns:	2	Lines;	
	David Walters	Insertions:	2	Balance:	\$ 297.46
Caller:			08/11/2018	Payments:	\$ 0.00
Name:	N/A.	Stop Date:		List Price:	\$ 297.46
Account:	301066	Start Date:	08/11/2018		
	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Order: Phone:	L060G0IKOI	Pubs:	1,11	Rate:	LA

# CITRUS CONNECTION PUBLIC NOTICE Proposed Service Enhancements

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold a public hearing to allow public comments regarding the proposed elimination of Route 59X and changes to Route 35 in the City of Frostproof.

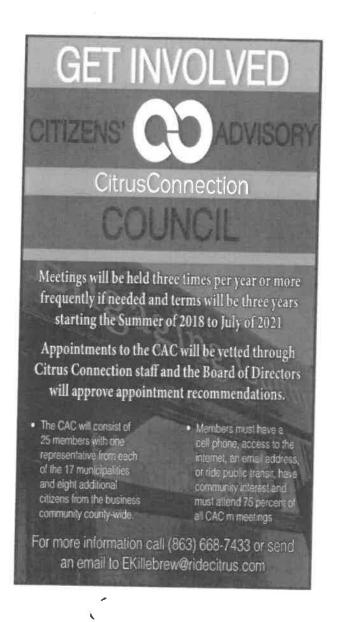
Public Hearing Location and Date: Citrus Connection Board Room, 1212 George Jenkins Blvd., Lokeland FL. Wednesday, Sept. 12 at 8:35 a.m. Changes under consideration: Discontinuing Route 59X and have the major stops on that Route be assumed by Route 45.

Reducing the daily stops in Frostproof to five per day and eliminating Saturday service.
Public Workshopa schedules are as follows:
A Route 59X workshop will be conducted on the bus from 9 a.m. to 11 a.m. Friday,

A Route 59X workshop will be conducted on the bus from 8 a.m. to 11 a.m. Friver, August 24 A Route 35 workshop will be conducted Monday, August 27 from 10 a.m. to noon at the stop at on the east side of the intersection of Scenic Highway 17 and CR 630 (in front of the Dollar General Store). An additional workshop to review route enhancements of Lakeland routes will be held at the Lakeland Transit Terminal Tuesday, August 28 from 8 a.m. to 11 a.m. Staff will be on hand August 28 throughout the day at the Winter Haven Terminal to answer any question about route enhancements to the Winter Haven system.

Attention:	Fax:	
tion of the content of your all Your a		

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.



□ PROOF O.K. BY:	☐ O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLINE	

# LL-LH331713 (100%)

ADVERTISER: CITRUS CONNECTION
SALES PERSON: LLL060

SIZE: 2X6

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 3/21/2018 10:26:26 AM

NEXT RUN DATE: 04/01/18 PROOF DUE: 03/30/18 10:59:55

# NOTICE OF PROPOSED TAX INCREASE

The Lakeland Area Mass Transit District has tentatively adopted a measure to increase its property tax levy.

### Last year's property tax levy:

A. Initially proposed tax levy .....\$4,613.006

B. Less tax reductions due to Value Adjustment Board and other assessment changes ......(\$1,709)

This year's proposed tax levy.....\$4.915.398

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 21, 2018
5:01 PM
at
Lakeland City Hall
mmission Conference R

City Commission Conference Room 228 South Massachusetts Avenue Lakeland, FL 33802

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

PROOF O.K. BY:

PUBLICATION: IL-LEDGER

O.K. WITH CORRECTIONS BY:

PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLINE

### LL-LH336055 (100%)

ADVERTISER: CITRUS CONNECTION SALES PERSON: LLL060 SIZE: 3X10.5

PROOF CREATED AT: 9/18/2018 11:43:11 AM NEXT RUN DATE: 09/19/18 PROOF DUE: 09/17/18 11:59:55





# CitrusConnection OUTSTANDING JOB

To our team for transporting and evacuating 89 elderly residents to the RP Funding Center during the fire at the Lake Morton Plaza.

We at Citrus Connection strive everyday to be good community partners and this call to action was the perfect example. The Lakeland Fire Department, Lakeland Police Department, City of Lakeland, Lakeland Electric, the staff of Lake Morton Plaza and ourselves came together to get these citizens to safety in the fastest and most safe manner. We are proud to work along side these organizations each and every day.

PRO	OF	O.K.	BY:

O.K. WITH CORRECTIONS BY:

PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLINE

# WH-LH334307 (100%)

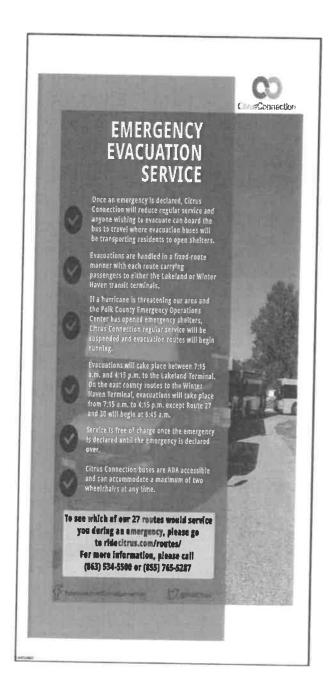
ADVERTISER: CITRUS CONNECTION SALES PERSON: WHL060

SIZE: 4X6

PUBLICATION: WH-NEWS CHIEF

PROOF CREATED AT: 6/28/2018 6:34:02 AM

NEXT RUN DATE: 07/01/18 PROOF DUE: 06/29/18 10:59:55



PROOF O.K. BY:

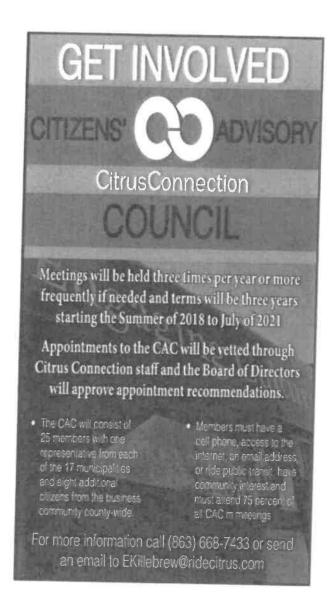
O.K. WITH CORRECTIONS BY:

PLEASE READ CAREFULLY . SURMIT CORRECTIONS ONLINE

### LL-LH334802 (100%)

ADVERTISER: CITRUS CONNECTION SAIES PERSON: 111060 SIZE: 3X10.5 PUBLICATION: ILI-LEDGER

PROOF CREATED AT: 8/1/2018 1:56:24 PM NEXT RUN DATE: 08/05/18 PROOF DUE: 08/03/18 10:59:55



NC

LI PROOF O.K. BY:
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☐ O.K. WITH CORRECTIONS BY:

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

# WH-LH331714 (100%)

ADVERTISER: CITRUS CONNECTION
SALES PERSON: WHL060

SIZE: 2X6

PUBLICATION: WH-NEWS CHIEF

PROOF CREATED AT: 3/21/2018 10:25:18 AM

NEXT RUN DATE: 04/01/18 PROOF DUE: 03/30/18 10:59:55

# AFFIDAVIT OF PUBLICATION THE LEDGER Lakeland, Polk County, Florida

STATE OF FLORIDA) COUNTY OF POLK

Before the undersigned authority personally appeared Brandy Arnett who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

### **PUBLIC NOTICE**

In the matter of \_\_PROPOSED SERVICE ENHANCEMENTS

Concerning CITRUS CONNECTION

was published in said newspaper in the issues of

8-10: 2019

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Brandy Arnett

Advertising Account Executive Who is personally known to me.

Sworp to and subscribed before me this 10th day of August A.D. 2019

Notary Public

(Seal)

PATRICIA ANN ROUSE MY COMMISSION # GG 003762 EXPIRES: October 17, 2020 Bonded Thru Notary Public Underwriters

### CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Enhancements**

ie Transit District, d/b/s. Clime Connection, will hold a publi ubilic fleering to allow public comments regarding the propose

p Location and Date: nee City, City Hell, 820 E Main St, Hainee dineader, August 28, 2019 3.p.m. to 5 p.m. Location and Date:

onnection Board Room, 1212 George Jenkins Blvd., Lakeland day, Sept. 11, 2019 8:35 a.m. Internation

L2206 8-10; 2019 IZ4Q

# LAKELAND AREA MASS TRANSIT DISTRICT PERFORMANCE MEASURES

Pursuant to Chapter 341.071 Florida Statutes, the Lakeland Area Mass Transit District (LAMTD) d/b/a Citrus Connection is required to publish a report which provides quantitative data relative to productivity and performance measures established by the Florida Department of Transportation. This report is based upon National Transit Database annual reports, which are comprised of operating and financial information. For further information regarding this report, -please call David Persaud, Chief Financial Officer, at (863) 327-1303. Tom Phillips, Executive Director

EFFICIENCY MEASURES	PRODUCTIVITY INDICATORS	FISCAL YEAR FISCAL YE 2016	
PASSENGER TRIPS	One-way passenger trips	93,706-DR 1,252,509-MB	88,809-DR 1,304,808-MB
REVENUE MILES Revenue Miles		640,260-DR 1,378,277-MB	641,077-DR 1,372,618-MB
TOTAL OPERATING EXPENSES	Total Operating Expenses	\$6,897,846-DR \$8,855,838-MB	\$5,164,672-DR \$9,805,544-MB
OPERATING REVENUE	Total Operating Revenue	\$110,682-DR \$177,618-D \$2,294,242-MB \$2,010,747-N	
VEHICLES OPERATED IN MAXIMUM SERVICE	Peak period vehicles operated		
BASE FARE	Base price of one transit trip	\$2.00-DR \$1.50-MB	\$2.00-DR \$1.50-MB
REVENUE MILES BETWEEN VEHICLE SYSTEM FAILURES	Revenue miles between system failure	6,008	4,284
SERVICE AVAILABILITY	Days/hours service is available	Fixed Route 5:40 AM to 1:00 AM Weekdays 6:45 AM to 4:35 PM Saturday 8:15 AM to 3:35 PM Sudnay Demand Response 5:45 AM to 7:00 PM Weekdays 7:15:00 AM to 4:10 PM Saturdays 8:15 AM to 3:30 PM Sunday	
	Operating expenses per passenger trip	\$73.61-DR \$7.07-MB	\$58.15-DR
DR-Demand Response MB-Motor Bus	hassaufier mh	\$7.U7-MB	\$7.51-MB

# AFFIDAVIT OF PUBLICATION THE LEDGER

# Lakeland, Polk County, Florida

STATE OF FLORIDA) COUNTY OF POLK)

Before the undersigned authority personally appeared Brandy Arnett who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

### PUBLIC NOTICE

In the matter of \_\_CITRUS CONNECTION

Concerning PROPOSED SERVICE CHANGES

was published in said newspaper in the issues of

8-15: 2019

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

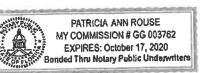
Brandy Arneli

Advertising Account Executive Who is personally known to me.

Swopmo and subscribed before me this 15th day of August, AD. 2019

Notary Public

(Seal)



ranet Terminal, 555 Avenue E. Jet 29, 2019, 9 a.m. to 11 p.m. nd Date for Route 25 changes: mmanby Center, 10 3rd 91 5W, Jet 29, 2019, 1 p.m. to 3 p.m.

per day. Reducing service on Route 25 serving Fort Meads to four times daily.

L2216 8-15; 2019 IZ9T



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

L060G0ITVL	Pubs:	1.11	Rate:	LA
(863)688-7433	Class:	0001		\$ 0.00
301066	Start Date:	03/28/2019		\$ 239.17
N/A,	Stop Date:	03/28/2019		\$ 0.00
Debbie	Insertions:	2		\$ 239.17
L060	Columns:	1		49
3/28 1x, 3/28 1x, ,			Taken On:	03/25/2019
	(863)688-7433 301066 N/A, Debbie L060	(863)688-7433       Class:         301066       Start Date:         N/A,       Stop Date:         Debbie       Insertions:	(863)688-7433       Class:       0001         301066       Start Date:       03/28/2019         N/A,       Stop Date:       03/28/2019         Debbie       Insertions:       2         L060       Columns:       1	(863)688-7433       Class:       0001       Charges:         301066       Start Date:       03/28/2019       List Price:         N/A,       Stop Date:       03/28/2019       Payments:         Debbie       Insertions:       2       Balance:         L060       Columns:       1       Lines:

#### Public Notice

The Polk Transportation Planning Organization announces a public meeting to which all persons are invited, and also announces a public comment period on a proposed amendment to the Transportation Development Plan, 2018 Progress Report.

DATE AND TIME: April 10, 2019, 8:30 s.m. PLACE: Cifrus Connection, LAMTD Board Room, 1212 George Jenkins Bivd., Lakeland FL 33815

GENERAL SUBJECT MATTER TO BE CONSIDERED: Proposed amendment to the Transportation Development Plan, 2018 Progress Report to include a Service Development Project for the SR37 (Dixie Land) Pilot Project.

A copy of the proposed amendment may be obtained by contacting Julia Davis, Senior Transportation Planner, Polk TPO (863) 534-6529.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 4 days in advance by contacting: Public Communications Office, 330 W. Church Street, Bartow, FL 38830 (863) 534-6990. If you are hearing or speech impaired please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

For more information please contact Julia Davis, Polk TPO (863) 534-6529.

L1387 3-28; 2019

Attention:	Fax:

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IWXP	Pubs:	1,11	Rate:	LA
Phone:	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Account:	301066	Start Date:	06/13/2019	List Price:	\$ 618.33
Name:	N/A,	Stop Date:	06/13/2019	Payments:	\$ 0.00
Caller:	Debbie	Insertions:	2	Balance:	\$ 618.33
Taken By:	L060	Columns:	2	Lines:	64
Schedule: 6/13 1x, 6/13 1x, , ,				Taken On:	06/10/2019

# LAKELAND AREA MASS TRANSIT DISTRICT 2019-2020 PROGRAM OF PROJECTS

The Lakeland Area Mass Transit District will hold a public hearing on the proposed Program of Projects at 8:30 am on July 10th, at 12:12 George Jenkins Blvd, Lekeland, Fl. 338:15 The purpose of this public hearing is to give individuals and/or groups an opportunity to present their views and comments on the proposed Program of Projects that will be included in the applications for grants from the Federal Transit Administration (FTA) under Sections 5307, and 5339 for the 2019-2020 fiscal year. The list below shows the proposed Program of Projects.

#### Lakeland Area Mass Transit District (LAMTD)

FTA

Program Description

Transportation Operations Urban Fixed - LAMTD

\$ 1,801,836 Fixed Route Operations

Capital Projects Section 5307 Lakeland Cap Section 5339 Cap Lakeland

\$ 601,660 Preventative Maintenance \$ 265,916 Capital Bus Purchase

Total Program FY2019-20

\$2,669,412

#### Winter Haven Area Transit (WHAT)

Transportation Operations Urban Fixed – WHAT

\$ 1,312,624 Fixed Route Operations

Capital Projects Section 5307 WH Cap Section 5339 WH

\$ 437,547 Preventative Maintenance \$ 186,631 Capital Bus Purchase

Total Program FY2019-20

\$1,936,802

To review the Program of Projects, contact David Persaud at (863) 327-1303 or come by the LAMTD office between 8:30 AM And 4:30 PM on weekdays at the following address:

1212 George Jenkins Blvd
Lakeland, Florida 33815

LAMTD welcomes written comments on or before July 3rd for those who are not able to attend this hearing. Written comments may be mailed to:
Citrus Connection
1212 George Jenkins Blvd
Lakeland, Florida 33815

All written comments will be made part of the public record. If no comments are re-celved, or if the comments that are received do not result in any changes being made, then this listing of proposed projects will become the final one.

In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the LAMTD directly. Telephone (855) 755-5287, not later than four days prior to the proceeding. If hearing impaired call: (TDD) (863) 534-7777 or Voice impaired call: 1-800-955-8770, via Florida Relay Service.

have origin	with planning process is conducted in accordance with Title VI of the Civil Rights of 1964 and Related Statutes. Any person or beneficiary who believes they been discriminated against because of race, color, religion, sex, age, national in, disability, or familial status may file a written complaint with the LAMTD Trit Specialist, Dean Kirkland, at Drawer HS05, P. O. Box 9005, Barlow, Florida 31-9005.  L1938 6-13; 2019 WXF					
	Attention:	Fax:				
This is a	This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.					

### **Public Notice**

All inferested parties within Polk County are hereby advised that the Lakeland Area Mass Transit District is seeking offers from qualified firms interested in providing all aspects of construction, demolition, labor, and material necessary to construct ADA Deployment Pads and Install Bus Shelters within Polk County. The Indefinite Delivery/Indefinite Quantity contract with Firm, Fixed Fees agreement is offered as a 3-year base term contract with two additional 1-year options to renew, as outline in Solicitation No. 19-002.

A copy of the subject solicitation will be available free of charge from the District's website at <a href="https://www.ridecitrus.com">www.ridecitrus.com</a> under the "Business Opportunities" menu, "current bid postings" or through www.demandstar.com</a> no later than May 07, 2019.

Submission deadlines and requirements are contained within the solicitation. It is the responsibility of the Offeror to review the documents in their entirety.

U-U-1340408

L1477 4-22, 4-29; 2019

□ PROOF O.K. BY:	☐ O.K. WITH CORRECTIONS BY:	-
PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLIN	E	_

### LL-LH340408 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 2X3

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 4/18/2019 12:25:53 PM

NEXT RUN DATE: 04/22/19 PROOF DUE: 04/19/19 10:59:55



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Scriedule:	5/12 1x, 5/12 1x, , ,			Taken On:	05/09/2019
Schedule:		Columns:	11	Lines:	42
Taken By:	L060				\$ 217.56
Caller:	Debbie	Insertions:	2	Balance:	
Name:	N/A,	Stop Date:	05/12/2019	Payments:	\$ 0.00
Account:	301066	Start Date:	05/12/2019	List Price:	\$ 217.56
Phone:	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Order:	L060G0IVUU	Pubs:	1,11	Rate:	LA

PUBLIC NOTICE
The Lakeland Area Mass Transit District announces a public meeting to be held on June 12, 2019 at 8:30 am to which all persons are invited.

PLACE: Citrus Connection, LAMTD Board Room, 1212 George Jenkins Blvd., Lakeland FL 33815

Lakeland FL 33815

GENERAL SUBJECT MATTER TO BE CONSIDERED: Proposed route changes as outlined in Re-Route 2020. A copy of the proposed route changes can be obtained at ridectinus.com, the main Citrus Connection office at 212 George Jenkins Lakeland, both Winter Haven (555 AVE E) and Lakeland (200 N. Florida Ave) Terminals or at the Regional Mobility Call Center (1290 Golf View) Bartow. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 4 days in advance by contacting:

Citrus Connection 1212 George Jenkins Blvd., Lakeland FL 33815 (863) 213-5332

If you are hearing or speech impaired please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800)955-8770 (Voice). For further information please contact Aaron Dunn at 863-733-4202.

L1582 5-12; 2019 IVUU

Attention:	Fax:	

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IXLL	Pubs:	1,11	Rate:	LA
Phone:	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Account:	301066	Start Date:	06/28/2019	List Price:	\$ 220.50
Name:	N/A,	Stop Date:	06/28/2019	Payments:	\$ 0.00
Caller:	Debbie	Insertions:	2	Balance:	\$ 220.50
Taken By:	L060	Columns:	1	Lines:	45
Schedule:	6/28 1x, 6/28 1x, ,	,		Taken On:	06/26/2019

#### **Public Notice**

The Polk Transportation Planning Organization announces a public meeting to which all persons are invited, and also announces a public comment period on the proposed 2019 Annual Update to the Transportation Development Plan.

DATE AND TIME: July 10, 2019, 8:30 a.m.

PLACE: Citrus Connection, LAMTD Board Room, 1212 George Jenkins Blvd., Lakeland FL 33815

GENERAL SUBJECT MATTER TO BE CONSIDERED: Proposed 2019 Annual Update to the Transportation Development Plan.

A copy of the proposed 2019 Annual Update may be obtained by contacting Julia Davis, Senior Transportation Planner, Polk TPO (863) 534-6529. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 4 days in advance by contacting: Public Communications Office, 330 W, Church Street, Bertow, FL 33830 (863) 534-6090. If you are hearing or speech impaired please contact the agency using the Florida Relay Service, 1(800) 955-8770 (Voice).

For more information please contact Julia Davis, Polk TPO (863) 534-8529.

L1997 6-28; 2019 IXLL

Attention:	Fax	

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

L060G0IY5H	Pubs:	1,11	Rate:	LT
(863)688-7433	Class:	0001		\$ 0.00
301066	Start Date:	07/17/2019	List Price:	\$ 77.50
N/A,	Stop Date:	07/17/2019		\$ 0.00
Debbie	Insertions:	2		\$ 38.75
L060	Columns:	2		64
7/17 1x, 7/17 1x, ,	,		Taken On:	07/12/2019
	(863)688-7433 301066 N/A, Debbie L060	(863)688-7433       Class:         301066       Start Date:         N/A,       Stop Date:         Debbie       Insertions:	(863)688-7433       Class:       0001         301066       Start Date:       07/17/2019         N/A,       Stop Date:       07/17/2019         Debbie       Insertions:       2         L060       Columns:       2	(863)688-7433       Class:       0001       Charges:         301066       Start Date:       07/17/2019       List Price:         N/A,       Stop Date:       07/17/2019       Payments:         Debbie       Insertions:       2       Balance:         L060       Columns:       2       Lines:

# LAKELAND AREA MASS TRANSIT DISTRICT 2019-2020 PROGRAM OF PROJECTS

The Lakeland Area Mass Transit District will hold a public hearing on the proposed Program of Projects at 8:30 am on August 14th, at 1212 George Jenkins Blvd, Lakeland, Fl. 33815. The purpose of this public hearing is to give individuals and/or groups an opportunity to present their views and comments on the proposed Program of Projects that will be included in the applications for grants from the Federal Transit Administration (FTA) under Sections 5307, and 5339 for the 2019-2020 fiscal year. The list below shows the proposed Program of Projects.

### Lakeland Area Mass Transit District (LAMTD)

FTA

Program Description

Transportation Operations
Urban Fixed - LAMTD

\$ 1,801,836 Fixed Route Operations

Capital Projects Section 5307 Lakeland Cap Section 5339 Cap Lakeland

\$ 601,660 Preventative Maintenance \$ 265,916 Capital Bus Purchase

Total Program FY2019-20

\$2,669,412

#### Winter Haven Area Transit (WHAT)

Transportation Operations Urban Fixed – WHAT

\$ 2,159,406 Fixed Route Operations

Capital Projects Section 5307 WH Cap Section 5339 WH

This

\$ 719,802 Preventative Maintenance \$ 186,631 Capital Bus Purchase

Total Program FY2019-20

\$3,065,839

To review the Program of Projects, contact David Persaud at (863) 327-1303 or come by the LAMTD office between 8:30 AM And 4:30 PM on weekdays at the following address: 1212 George Jenkins Blvd Lakeland, Florids 33815

LAMTD welcomes written comments on or before August 7th for those who are not able to attend this hearing. Written comments may be mailed to: Citrus Connection 1212 George Jenkins Blvd Lakeland, Florida 33815

All written comments will be made part of the public record. If no comments are re-ceived, or if the comments that are received do not result in any changes being made, then this listing of proposed projects will become the final one.

In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the LAMTD directly. Telephone (855) 765-5287, not later than four days prior to the proceeding. If hearing impaired call: (TDD) (863) 534-7777 or Voice impaired call: 1-800-955-8770, via Florida Relay Service.

LAMTD planning process is conducted in accordance with Title VI of the Civil Rights

s is a representation of the content of your ad. Your ad may be larger please contact your sales representative prior to the deadline of the firs	or smaller when printed in the newspaper. If any information is incorrect,
Attention:	Fax:
Act of 1964 and Related Statutes. Any person or beneficiary who balteves they have been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a written complaint with the LAMTD Title VI Specialist, Marcia Roberson, at Drawer HS05, P. O. Box 9005, Bartow, Florida 33831-9005.  L2065 7-17; 2019 IWXP	



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IYFT	Pubs:	1,11	Rate:	LA
Phone:	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Account:	301066	Start Date:	07/31/2019	List Price:	\$ 225.16
Name:	N/A,	Stop Date:	07/31/2019	Payments:	\$ 0.00
Caller:	Debbie	Insertions:	2	Balance:	\$ 225.16
Taken By:	L060	Columns:	1	Lines:	46
Schedule:	7/31 1x, 7/31 1x, ,	,		Taken On:	07/22/2019

#### **Public Notice**

The Polk Transportation Planning Organization announces a public meeting to which all persons are invited. This meeting will include a public hearing on the adoption of the final 2019 Annual Update to the Transportation Development Plan.

DATE AND TIME: August 14, 2019, 8:30 a.m.

PLACE: Citrus Connection, LAMTD Board Room, 1212 George Jenkins Blvd., Lakeland FL 33815

GENERAL SUBJECT MATTER TO BE CONSIDERED: Adoption of final 2019 Annual Update to the Transportation Development Plan.

A copy of the proposed final 2019 Annual Update may be obtained by contacting Julia Davis, Senior Transportation Planner, Polk TPO (863) 534-6529.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 4 days in advance by contacting: Public Communications Office, 330 W. Church Street, Bartow, FL 33830 (863) 534-6090. If you are hearing or speech impeired please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

For more information please contact Julia Davis, Polk TPO (863) 534-6529.

L2114 7-31; 2019 IYFT

Attention:	Fax:

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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IZ4Q	Pubs:	1,11	Rate:	LA
Phone:	(863)688-7433	Class:	0001	Charges:	\$ 0.00
Account:	301066	Start Date:	08/10/2019	List Price:	\$ 212.23
Name:	N/A,	Stop Date:	08/10/2019	Payments:	\$ 0.00
Caller:	Dave Walters	Insertions:	2	Balance:	\$ 212.23
Taken By:	L060	Columns:	2	Lines:	22
Schedule:	8/10 1x, 8/10 1x, ,	,		Taken On:	08/08/2019

### CITRUS CONNECTION PUBLIC NOTICE **Proposed Service Enhancements**

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold a public workshops and a public hearing to allow public comments regarding the proposed addition of service in Loughman, Davenport and Lake Wales as well as a reduction of service in Poincians.

Public Workshop Location and Date:
Helines City, City Hall, 520 E Main St, Haines City
Wednesday, August 28, 2019 3 p.m. to 5 p.m.

Public Hearing Location and Date:
Citrus Connection Board Room, 1212 George Jenkins Bivd., Lakeland Wednesday, Sapt. 11, 2019 8:35 a.m.

Changes under consideration:
Additional Service to Loughman, Davenport and Lake Wales as well as a reduction in service from Haines City to Poincians.

L2208 8-10; 2019 IZ4Q

Attention:	Fax:	
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300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355 Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

1.6	Rate:	1,11	Pubs:	L060G0IZ9T	Order:
LA \$ 0.00	Charges:	0001	Ćlass:	(863)688-7433	Phone:
\$ 263.67	List Price:	08/15/2019	Start Date:	301066	Account:
\$ 0.00	Payments:	08/15/2019	Stop Date:	N/A,	Name:
\$ 263.67	Balance:	2	Insertions:	Dave	Caller:
φ 203.07 26	Lines:	2	Columns:	L060	Taken By:
08/13/2019	Taken On:	<del>_</del>		8/15 1x, 8/15 1x, , ,	Schedule:

# CITRUS CONNECTION PUBLIC NOTICE Proposed Service Changes

Lakeland Area Mass Transit District, d/b/a Citrus Connection, will hold public workshops and a public hearing to allow public comments regarding the proposed service changes to Route 12 as well as a reduction of service in Fort Meede,
Public Workshop Location and Date for Route 12 changes:

Lakeland Transit Terminal, 200 North Florida Avenue, Lakeland
Thursday, August 29, 2019, 9 a.m. to 11 a.m.
Winter Haven Transit Terminal, 555 Avenue E. NW, Winter Haven
Thursday, August 29, 2019, 9 a.m. to 11 p.m.
Public Workshop Location and Date for Route 25 changes:
Fort Meade Community Center, 10 3rd St SW, Fort Meade
Thursday, August 29, 2019, 1 p.m. to 3 p.m.
Public Hearing Location and Date:
Lakeland City Hall Commission Chambers, 228 S. Massachusetts
Ave. Lakeland
Wednesday, Sept. 18, 2019 5:05 p.m.
Changes under consideration:
Extending the run time on Route 12 from the Lakeland Terminal to the
Winter Haven Terminal to 90 minutes and reducing the number of runs
per day.

per day. Reducing service on Route 25 serving Fort Meade to four times daily.

L2216 8-15; 2019 IZ9T

_	ttention:	Fax:	

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

# NOTICE OF RESCHEDULED HEARING

The tentative hearing adopting a Millage Rate and Budget on September 11, 2019 for the Lakeland Area Mass Transit District is being rescheduled due to Hurricane Dorian.

A rescheduled tentative Budget Hearing will be held on:

September 11, 2019
5:01 PM
at
Lakeland City Hall
mmission Conference R

City Commission Conference Room 228 South Massachusetts Avenue Lakeland, FL 33802

UUH343806

L3040 9-9; 2019

PROOF O.K. BY:	O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE	

# LL-LH343806 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 3X4

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 9/6/2019 9:09:58 AM

NEXT RUN DATE: 09/09/19 PROOF DUE: 09/06/19 10:59:55

### NOTICE OF **PROPOSED** TAX INCREASE

The Lateland Area Mass Transit District has tentatively adopted a measure to increase its properly tax levy.

The Lakeland Area Moss Transit District has tentatively adopted a measure to increase its property tax levy.
Last year's property tax levy:
A. initially proposed tax levy
B. Less tax reductions due to Value Adjustment Board and other assessment changes <u>\$3,736</u>
C. Actual property tax levy\$4,919,134

All concerned cifizens are invited to attend a public hearing on the tax increase to be held on:

September 18, 2019 5:01 PM

Lateland City Hall

City Commission Conference Room 228 South Massachusetts Avenue Laterland, FL 33802

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

#### BUDGET SUBMALAN

Lahekori Aren Mass Toroit District - Riscal Year 2019-2020 THE PROPOSED OPERATING BUDGET EXPENDITURES OF LARELAND AREA MASS TRANSIT DISTRICT ARE 2.2% MORE THAN LAST YEARS DUTAL OPERATING EXPENDITURES

#### AD VALOREM TAXES: MILLAGE PER \$1,000 -- 5000 MILLS

Estimated Revision	
Valorera Taxes	\$4,855,477
Passenger Fores	590,89
Contract Revenues	1.015.68
Insterni Grants	2,406,500
State Grants	1,796,58
Other Revenues	418,000
Total Socres	\$10,995,020
Transfers in	
Fund Balances/Reserves/Red Assets	
Total Revenues, Transfers & Rabinoss	\$10,965,020
Espendhares	
Maries and wages	4,963,116
Frivage Benefits	2,308,320
Senilas	531,620
Marterials and Supplies Consumed	1,428,500
Utilities	160,700
Casualty and Liability Insurance	266,640
Miscellaneous Expenses	253.150
ax Collector's Commissions, Property Appraiser's	
Fees, CIIA Tax Increment Payment	420 380
Capital Expenditures / Debt Service	680,600
Total Espenditures	\$10,995,020
ransfers Out	0
Fund Balances/Reserves/Net Assets	0
etal Appropriated Expenditorus,	40.000.00
randers, Reserves & Balances	\$18,995,020

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ARCHE REFERENCED TAXING DISTRICT AS A PUBLIC RECORD.

UH42466 9-15; 2019

PROOF O.K. BY: PLEASE BEAD CAMPULLY + SUBJECT CONSISTS CHARGE

O.K. WITH CORRECTIONS BY

LL-LH343453 (100%)

ADVERTISE: CITING CONNECTION
SALES PERSON: ILLOGO SIZE: 6010.5 PUBLICATION: IL-LEDGER

PROOF CREATED AE 9/11/2019 7:03:02 AM, NEXT BLIN DATE: 09/15/19 PROOF DUE: 09/13/19 10:59:55

#### **BUDGET SUMMARY** Lakeland Area Mass Transk District - Fiscal Year 2018-2019 THE PROPOSED OPERATING BUDGET EXPENDITURES OF LAXELAND AREA MASS TRANSIT DISTRICT ARE 3.6% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES AD VALOREM TAXES: MILLAGE PER \$1,000 - .5000 MILLS Estimated Revenues Ad Valorem Taxes \$4,669,630 Passenger Fares 670,000 Contract Revenues 984,710 Federal Grants 2,440,560 State Grants 1,721,080 Other Revenues 265,000 Total Sources \$10,750,980 Transfers In Fund Balances/Reserves/Net Assets Total Revenues, Transfers & Balances \$10,750,980 Salaries and wages 4,763,620 Fringe Benefits 2,131,450 581,350 Materials and Supplies Consumed 1,474,450 Utilities 127,470 Casualty and Liability Insurance 233,200 Miscellaneous Expenses 250,150 Restricted Contingency 123,920 Tax Collector's Commissions, Property Appraiser's Fees/CRA Tax Increment Payment 384,770 Capital Expenditures / Debt Service 680,600 Total Expenditures \$10,750,980 Fund Balances/Reserves/Net Assets Total Appropriated Expenditures, \$10,750,990 Transfers, Reserves & Balances THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE REFERENCED TAXONG DISTRICT AS A PUBLIC RECORD.

□ PROOF O.K. BY:	☐ O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY . SUBMIT CORRECTIONS	
II IIIAA (AEZ TRACO)	

# LL-LH336056 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 2X6

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 9/18/2018 11:27:08 AM

NEXT RUN DATE: 09/19/18

PROOF DUE: 09/17/18 11:59:55

# NOTICE OF RESCHEDULED HEARING

The final hearing adopting a Millage Rate and Budget on September 18, 2019 for the Lakeland Area Mass Transit District is being rescheduled due to Hurricane Dorlan.

A rescheduled final Budget Hearing will be held on:

September 18, 2019
5:01 PM
at
Lakeland City Hali
City Commission Conference Room
228 South Massachusetts Avenue
Lakeland, FL 33802

11.04343918

L3064 9-15; 2019

☐ PROOF O.K. BY:	☐ O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLINE	
II III AAAA A AAAAA	

### LL-LH343918 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 2X3

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 9/11/2019 1:36:43 PM

NEXT RUN DATE: 09/15/19 PROOF DUE: 09/13/19 10:59:55

# LAKELAND AREA MASS TRANSIT DISTRICT PERFORMANCE MEASURES

Pursuant to Chapter 341.071 Florida Statutes, the Lakeland Area Mass Transit District (LAMTD) d/b/a Citrus Connection is required to publish a report which provides quantitative data relative to productivity and performance measures established by the Florida Department of Transportation. This report is based upon National Transit Database annual reports, which are comprised of operating and financial information. For further information regarding this report, -please call David Persaud, Chief Financial Officer, at (863) 327-1303.Torn Philips, Executive Director

EFFICIENCY MEASURES	PRODUCTIVITY INDICATORS	FISCAL YEAR 2017	FISCAL YEAR 2018	
PASSENGER TRIPS	One-way passenger trips	93,706-DR 1,252,509-MB	108,299-DR 1,144,300-MB	
REVENUE MILES	1,378,277-MB   1		669,514-DR 1,457,881-MB	
TOTAL OPERATING EXPENSES	Total Operating Expenses	\$6,897,846-DR \$8,855,838-MB	\$7,593,790-DR \$9,191,384MB	
OPERATING REVENUE	Total Operating Revenue	\$110,682-DR \$2,294,242-MB	\$133,920-DR \$1,592,421-MB	
VEHICLES OPERATED IN MAXIMUM SERVICE	Peak period vehicles operated	The state of the s		
BASE FARE	Base price of one transit trip \$2.00-DR \$1.50-MB		\$2.00-DR \$1.50-MB	
			11,159 DR	
REVENUE MILES BETWEEN VEHICLE SYSTEM FAILURES	Revenue miles between system failure	6,008	6,750-MB	
SERVICE AVAILABILITY	Days/hours service is available	Fixed 5:20 AM to 7:30 6:45 AM to 4:30 Pi AM to 3:35 I Demand F 5:45 AM to 7:00 7:15 AM to 4:10 8:15 AM to 3:3	PM Weekdays M Saturday 8:15 PM Sunday tesponse PM Weekdays PM Saturdays	
	Operating expenses per passenger trip	\$73.61-DR \$7.07-MB	\$70.12-DR \$6.03-MB	
R-Demand Response IB-Motor Bus			40.00 1010	

☐ PROOF O.K. BY:	☐ O.K. WITH CORRECTIONS BY:
PLEASE READ CAREFULLY . SUBMIT CORRECTIONS ONLI	
P	

# LL-LH344485 (100%)

ADVERTISER: CITRUS CONNECTION

SALES PERSON: LLL060

SIZE: 3X5

PUBLICATION: LL-LEDGER

PROOF CREATED AT: 10/16/2019 3:46:01 PM

NEXT RUN DATE: 10/19/19

PROOF DUE: 10/17/19 09:59:55



300 West Lime St., Lakeland FL 33815 Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

L060G0J28F	Pubs:	1,11	Rate:	LA
(863)688-7433	Class:	0001		\$ 0.00
301066	Start Date:	11/26/2019		\$ 271.84
N/A,	Stop Date:	11/26/2019		\$ 0.00
DAVE	Insertions:	2		\$ 271.84
L060	Columns:	1		φ 27 1.0 <del>4</del>
11/26 1x, 11/26 1x, , ,			Taken On:	11/04/2019
	(863)688-7433 301066 N/A, DAVE L060	(863)688-7433       Class:         301066       Start Date:         N/A,       Stop Date:         DAVE       Insertions:         L060       Columns:	(863)688-7433       Class:       0001         301066       Start Date:       11/26/2019         N/A,       Stop Date:       11/26/2019         DAVE       Insertions:       2         L060       Columns:       1	(863)688-7433       Class:       0001       Charges:         301066       Start Date:       11/26/2019       List Price:         N/A,       Stop Date:       11/26/2019       Payments:         DAVE       Insertions:       2       Balance:         L060       Columns:       1       Lines:

#### Public Notice

All Interested parties within Polk County are hereby advised that Lakeland Area Mass Transit District (LAMTD) is applying to the Florida Department of Transportation for capital grants under Section 5310 of the Federal Transit Act of 1981, as amended, in the amount of \$234,082 for the purchase of 2 lift equipped 22 foot buses and 2 radio systems to be used for the provision of public transit services within the Lakeland Urbanized Area.

This notice is to provide an opportunity for a Public Hearing for this project. This public notice is to ensure that this project and the contemplated services will not duplicate current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted at the LAMTD office, 1212 George Jenkins Blvd, Lakeland Fl. 33815 on December 11, at 8:30 am only if a written request for the hearing is received by December 6th.

Requests for a hearing must be addressed to Tom Phillips, Executive Director 1212 George Jenkins Blvd., FL. 33815 and a copy sent to Charlene Ross, Transit Projects Coordinator, Florida Department of Transportation, District 1 Office, P. O. Box 1249, Bartow, FL. 33831-1249

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of manifal status.

Persons believing, they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-468-7082 or 800-342-8170 (voice messaging)

11-26; 2019 J28F

Attention:	fax:
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This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

ATTACHMENT 6
Summary of Outreach efforts

### **FISCAL YEAR 2016-2017**

DATE	LOCATION	Minority Area Served	Low Income Area Served
11/2	Indigent Health, Bartow-Bus Pass Presentation	Yes	Yes
11/7	Florence Villa CDC , Winter Haven Overview	Yes	Yes
12/1	Specialty Care World Aids Day, Bartow Bus Pass Blitz	Yes	Yes
1/20	High School Tech George Jenkins, Lakeland Bus Pass	Yes	Yes
2/1	Bus Pass Blitz-Winter Haven Terminal	Yes	Yes
2/3	Lakeland Regional Cancer Center, Lakeland Bus pass	Yes	Yes
3/22	Talbot House, Lakeland – Bus pass	Yes	Yes
4/26	Indigent Health, Bartow- Bus pass Overview	Yes	Yes
5/1	Episcopal Apartments, Winter Haven- Bus pass	Yes	Yes
6/23	Parker Street Ministries, Lakeland – Bus pass	Yes	Yes

### Goal 12, Actual 10

### **FISCAL YEAR 2017-2018**

DATE	LOCATION	Minority Area Served	Low Income Area
12/4	Homeless Youth Task Force, Lakeland -Bus Pass Overview	Yes	Yes
12/16	Recruiting in the Community, Lakeland Transit Solutions	Yes	Yes
12/20	Haines City Rotary, Haines City-Transit Solutions	Yes	Yes
2/1	Winter Haven Manor, Winter Haven Transit Solutions	Yes	Yes
2/13	Agape Transitions, Winter Haven- Bus Pass Overview	Yes	Yes
2/15	Mulberry High School, Mulberry- Travel Training	Yes	Yes
2/21	Frostproof Chamber of Commerce, Public Meeting	Yes	Yes
2/21	Talbot House, Lakeland- Transit Solutions	Yes	Yes
2/22	Lake Alfred Chamber of Commerce, Public Meeting	Yes	Yes
3/8	Talbot House, Lakeland- Bus Pass Training	Yes	Yes
3/10	Polk Symposium, Auburndale - Transit Solutions	Yes	Yes
3/12	Public Facebook Access, Lakeland For Citrus Connection	Yes	Yes
3/17	Kiwanis Club, Lakeland- Transit Solutions Overview	Yes	Yes
5/16	Goodwill Industries, Lakeland- Bus pass/ Transit Solutions	Yes	Yes
8/15	Winter Haven ALFs , Winter Haven – Travel Training Info	Yes	Yes
8/21	County outreach, Travel Solutions Information	Yes	Yes
9/14	Lakeside Terrace, Winter Haven- Travel Solutions	Yes	Yes
9/18	Lakeside Manor, Winter Haven- Travel Solutions	Yes	Yes
9/19	Peace River, Bartow- Travel Solutions	Yes	Yes

### Fiscal Year 2018 - 2019

Date	LOCATION	Miniority Area Served	Low Income Area Served
10/9	Blitz, Winter Haven - Bus pass program	YES	YES
	Health Fair EC Apartments - Winter Haven - Travel Sol. & TT	YES	YES
10/13	Lakeland MS Group, Lakelando - Travel Solutions & TT	YES	YES
10/22	Lakeland - Travel Training	YES	YES
10/22	Bartow Manor, Bartow - Travel Solutions & Travel Training	YES	YES
10/24	Project Search, RPF, Lakeland - Travel Training	YES	YES
10/25	Sterling Place, Lakeland - Travel Solutions & TT	YES	YES
10/29	Lakeland - Travel Training	YES	YES
1/1 - 11/2	Lakeland - Travel Training	YES	YES
20 10 10 10 10 10 10 10 10 10 10 10 10 10	Lakeland - Travel Training	YES	YES
11/9	Sterling Place, Lakeland - group travel training	YES	YES
	Sterling Place Southside, Lakeland - Travel Training	YES	YES
1/26 - 11/30	Lakeland - Travel Training	YES	YES
	Lakeland - Travel Training	YES	YES
	Polk Training Center, Lake Alfred - Travel Training	YES	YES
	Polk Training Center, Lake Alfred - Group Travel Training	YES	YES
	PCBS, Courthouse	YES	YES
/28 - 1/31	Tabolt House, Lakeland - Travel Training	YES	YES
	RP FUNDING, lakeland - Travel Training	YES	YES
	Lakeland - Travel Training	YES	YES
	Travel training assesment, Lakeland - TT	YES	YES
	Coleman Bush Building, Lakeland - Travel Solutions & TT	YES	YES
	Polk Training Center Group travel training	YES	YES
	High School Mulberry - Travel Training	YES	YES
	High School High Tech George Jenkings - TT	YES	YES
	Mulberry High School annual field trip, Lakeland - TT	YES	YES
	Gig on the Grass, Laleland - bus pass program	YES	YES
	Bartow - Travel Solutions	YES	YES
4/26 2	206 Ave. D NW, Winter Haven - Travel Solutions & TT	YES	YEŞ
	Project Search, RPF, Lakeland - Travel Training	YES	YES
	Palm Place Apartments, Winter Haven - Travel S. & TT	YES	YES
	OOH, Bartow - Travel Solutions	YES	YES
6/13 (	Center for independent Living, Lakeland -Travel Training	YES	YES
	Project Search, RPF, Lakeland - Travel Training	YES	YES
	Grove Manor Apartments, Lakeland - Travel Sol. & TT	YES	YES
	irst Friday, Lakeland - Travel Solutions & TT	YES	YES
	iterling Place, Lakeland, Travel Solutions & TT	YES	YES
	Agency Connection Meeting, Lake Wales - Travel Sol & TT	YES	YES
	irst Friday, Lakeland - Travel Solutions & TT	YES	YES
	CC Bus Info & MyStop, Lakeland - Travel Training	YES	YES

ATTACHMENT 7
Citrus Connection Limited English Proficiency Accessibility Plan

ATTACHMENT 7
Citrus Connection Limited English Proficiency Accessibility Plan

# LAKELAND AREA MASS TRANSIT DISTRICT



# **Limited English Proficiency Plan**

Updated on March 30,2020



### INTRODUCTION

This Limited English Proficiency Plan has been prepared to address the Lakeland Area Mass Transit District's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency", indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination.

The Lakeland Area Mass Transit District has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access serviced provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the Lakeland Area Mass Transit District used the four-factor LEP analysis which considers the following factors:

- 1. The number and proportion of LEP persons in the service area who may be served or are likely to require service.
- 2. The Frequency with which LEP individuals come into contact with your programs, activities, and services.
- 3. The Importance to LEP Persons of Your Program, Activities, and Services.
- 4. The Resources Available to the Recipient and Costs associated with that outreach.



### **MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS**

# Factor 1: The Number and Proportion of LEP persons in the service are who may be served or are likely to require service.

Public transit in Polk County, FL is provided by the Lakeland Area Mass Transit District, operating as Citrus Connection. According to the, 2018 American Community Survey (see table below), 667180 people over the age of five lived within the county, 22.9 % of the population speak a language other than English: Spanish or Spanish Creole 19.2%, Other Indo-European languages 2.6%, Asian and Pacific Island languages 0.9% and other languages 0.2%. From the 19.2% of the population that speaks Spanish or Spanish Creole, 31.0% speak English less than "very well". After evaluating available resources and population counts, LAMTD continues to focus its efforts on the Spanish speaking population.

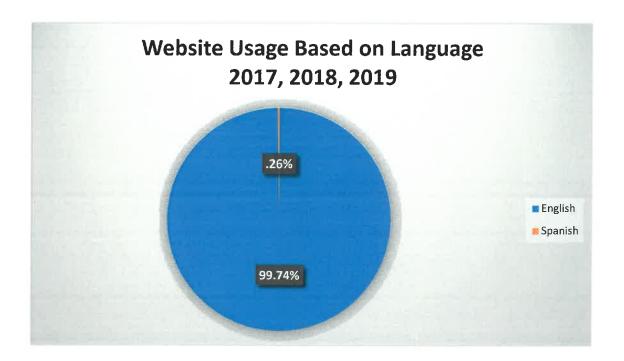
Subject	Polk Count	y, Florida				
	Total		Percent of specified language speakers			
		Speak l		Speak English "very well"		glish less y well"
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	667,180	+/-408	92.6%	+/-0.7	7.4%	+/-0.7
Speak only English	514,254	+/-7,194	(X)	(X)	(X)	(X)
Speak a language other than English	22.9%	+/-1.1	67.8%	+/-2.7	32.2%	+/-2.7
Spanish or Spanish Creole	19.2%	+/-0.8	69%	+/-3.0	31.0	+/-3.0
Other Indo-European languages	2.6%	+/-0.6	61%	+/-8.0	38.2%	+/-8.0
Asian and Pacific Island languages	0.9%	+/-0.2	56%	+/-9.7	44.0%	+/-9.7
Other languages	0.2%	+/-0.01	82%	+/-16.6	17.3%	+/-16.6

Source: U.S. 2010 Census, 2018 American Community Survey 1-Year Estimates, table \$1601



# Factor 2: The Frequency with which LEP individuals come into contact with your programs, activities, and services.

LAMTD web site, <u>www.ridecitrus.com</u>, provides information in Spanish about Civil Rights, Fares/Passes, Routes/Services, and general information. During FY17, FY18, AND FY19 the number of Spanish users accessing our web site is showing below:



LAMTD continue focusing its efforts on the Spanish speaking population.

# Factor 3: The Importance to LEP Persons of Your Program, Activities, and Services.

LAMTD provide access to LEP persons through different programs, activities, and services that are described in the below table. This table also includes future plans to improve access to LEP persons in the following Fiscal Years.



# LAMTD Action Plan for Improving Access to Persons with Limited English Proficiency

### **Administration**

ITEM	NOW	FY20	FY21	FY22
Procurement will develop/review contract language to ensure all contractors providing goods and services for LAMTD are in compliance with Title VI regulations (Title VI of the Civil Rights Act of 1964, "Nondiscrimination under Programs Receiving Federal Financial Assistance through the U.S. Department of Transportation").	x			
Translate any public document into Spanish upon request.	х			
Develop curriculum and train frontline and other key staff in:      awareness of type of language services available     how staff and/or LEP customers can obtain these services     how to respond to LEP callers     how to respond to correspondence from LEPs     how to respond to LEPs in person     how to document LEP needs     How to respond to civil rights complaints.	x			
Incorporate LEP plan information into the new employee orientation, handbook and all staff				Х

### **Marketing & Customer Services**

ITEM	NOW	FY20	FY21	FY22
Provide telephone interpretation for basic transit questions and trip planning assistance in Spanish Track incoming calls by language, Include recorded message on phone system notifying customers of ability to speak Spanish.	x			
Establish competency standards for interpreters and translators and test by conducting interviews in Spanish & English.	x			
Conduct onboard surveys in both English and Spanish, measuring the % of Spanish surveys Vs. English	х			



ITEM	NOW	FY20	FY21	FY22
How to video's in English and Spanish for on the bus activity				
Produce all public timetables in both English and Spanish	х			
Create protocol for responding to foreign language correspondence and communication.	х			
Provide Spanish version of website.	х			
Promote ads on Spanish radio and Newspaper				x
Add English and Spanish complaint form and process of website	х			
Work with LEP community outreach to be present in more community events			x	

# **Operations**

ITEM	NOW	FY20	FY21	FY22
Provide training to operators, fare inspectors and other frontline employees in LEP policies and procedures (see Legal/Human Resources section for details).	x			
Create reference materials for operations personnel with common language terms to allow for basic communication with LEP clients	x			
Offer Spanish classes through LAMTD for key personnel.				х



# **Diversity & Transit Equity**

ITEM	NOW	FY20	FY21	FY22
Identify areas within the service district that have high concentrations of LEP individuals.	x		х	
Operations and Marketing, working together, will conduct an evaluation of LAMTD's LEP plan to gauge its effectiveness and determine if updates are needed every two years. Operations Support Department will lead the evaluation with the help of staff familiar with Title VI language access requirements and the LEP plan. The evaluation will:  • determine the number of LEP individuals in LAMTD's service district  • assess whether existing language assistance services are meeting the needs of clients with LEP  • assess whether staff members understand LAMTD's LEP policies and procedures, how to carry them out, and whether language assistance resources and arrangements for those resources are still current and accessible  • seek feedback from LEP communities, including customers and community organizations, about the effectiveness of LAMTD's LEP plan	x			



#### **Additional Services**

ITEM	NOW	FY20	FY21	FY22
Provide key transit information and online Trip Planner in Spanish on LAMTD's website.	х			
Ensure a Spanish speaking customer service staff member is available during standard hours	х			
Place foreign-language ads in publications serving second language populations to demonstrate LAMTD's commitment to full information; to share current significant, service-related announcements; to increase comfort levels regarding access to information in a native language.	x			
Provide Spanish-language interface for new TVM transactions.	х			
Provide one-on-one and group travel training to LEPs by working through the Marketing Department.	х			
Establish partnerships and work closely with community organizations that serve LEP populations.	х			
Design new pictograms with community input to replace text in signage when possible				Х
Identify service changes affecting areas with high concentrations of LEP individuals and develop mitigation strategies.				Х

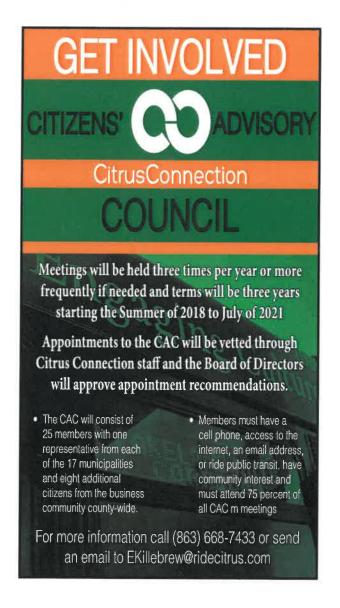
#### Factor 4: The Resources Available to the Recipient and Costs.

The resources available are the in house employees, who help assist in translation and marketing of all literature. There is not budget set aside as everything is done in house with hourly and salaried staff, as part of the everyday duties.

All frontline and field roles have staff who speak Spanish. Travel Trainer videos are



ATTACHMENT 8
Citizens Advisory Council Info Packet



☐ PROOF O.K. BY:		O.K. WITH CORRECTIONS BY:	
PLEASE READ CAREFULLY	SUBMIT CORRECTIONS ONLINE		

#### WH-LH331714 (100%)

ADVERTISER: CITRUS CONNECTION SALES PERSON: WHL060

SIZE: 2X6

PUBLICATION: WH-NEWS CHIEF

PROOF CREATED AT: 3/21/2018 10:25:18 AM

NEXT RUN DATE: 04/01/18 PROOF DUE: 03/30/18 10:59:55

# GET INVOLVED CITIZENS' (C) ADVISORY

CitrusConnection

# COUNCIL

Meetings will be held three times per year or more frequently if needed and terms will be three years starting the Summer of 2018 to July of 2021

Appointments to the CAC will be vetted through Citrus Connection staff and the Board of Directors will approve appointment recommendations.

 The CAC will consist of 25 members with one representative from each of the 17 municipalities and eight additional citizens from the business community county-wide.

 Members must have a cell phone, access to the internet, an email address, or ride public transit, have community interest and must attend 75 percent of all CAC m meetings

For more information call (863) 668-7433 or send an email to EKillebrew@ridecitrus.com



# Citizen's Advisory Committee Plous: (863) 413-6003 Email: Ekllebrew@ridectivas.com

Maiden/Alian Name(v);   Referred by		lby.
City, Scate, Zip:   City		
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# Citizens Advisory Committee Proposal



#### Citizen's Advisory Committee

- Application Process
  - When the Committee started the Sheriff's Office advertised in the Ledger, paid social media, the media
    - After the first year, the Department usually relies on their Leadership Group (SAC Alumni Group) on recommendations
  - o Interested citizens would contact the Sheriff's office for an application
    - Typically, the Department receives 50-75 applicants every year
- Vetting Process
  - o The Sheriff's Department conducts a Level 1 background check in-house
  - The Department ensures that the Committee has economic, demographic, and geographic diversity represented
    - Final Committee is 20-25 Members
- Requirements
  - Mandatory to attend every event and meeting
    - 3 Meetings per year
  - Mandatory to complete all four assignments
- Orientation
  - Orientation is the first event
  - o The day-long event entails:
    - Facility tours, department tour/presentations, and roundtables with employees
- Meeting 1
  - Presentation of budget proposal and feedback with Sheriff
- Meeting 2
  - o Tour of facilities on west-side of the county
- Meeting 3
  - o Tour of facilities on east-side of the county
  - SWAT Analysis Group analysis
- Dinner Celebration

#### ATTACHMENT 9

Approval of LAMTD Title VI Program FY 20-23 by Board of Directors

#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #7a

Agenda Item: East Polk County Garage Presentation

Presenter: Joseph Cheney, Director of Fleet Maintenance

Recommended

Action: Approve staff plans to move forward with the City of Winter Haven

to implement this vision.

Summary: Staff is proposing plans to develop the land on Motor Pool Road to

act as an East County maintenance facility.

Attachments: PowerPoint



# East Polk County Garage

2493 Motor Pool Road, Winter Haven

January 30, 2019

#### **EAST COUNTY ROUTES**



Winter Haven and the East side of the county has 11 routes running Monday through Friday with service beginning at 5:45 a.m. with buses making their last runs at 6:15 p.m.

Winter Haven Saturday service consists of 7 routes beginning at 7:15 a.m. and last buses leaving at 3:15 p.m.

Winter Haven also has 1 route, Route 30 Legoland, on Sunday from 8:15 a.m. until 3:15 p.m.

CitrusConnection

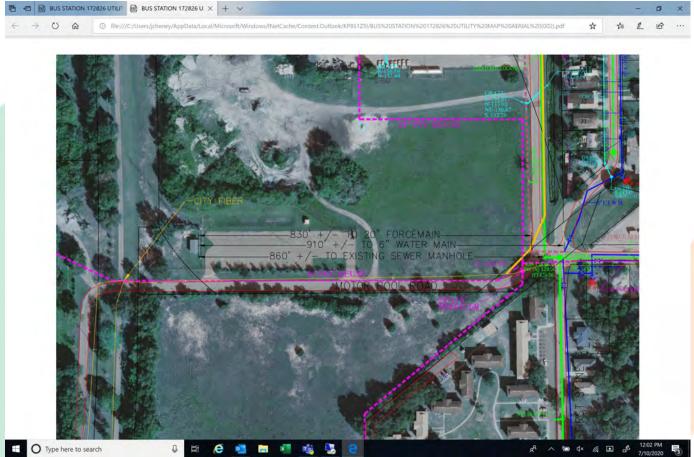
# Winter Haven is located near the center of East Polk County Bus Routes



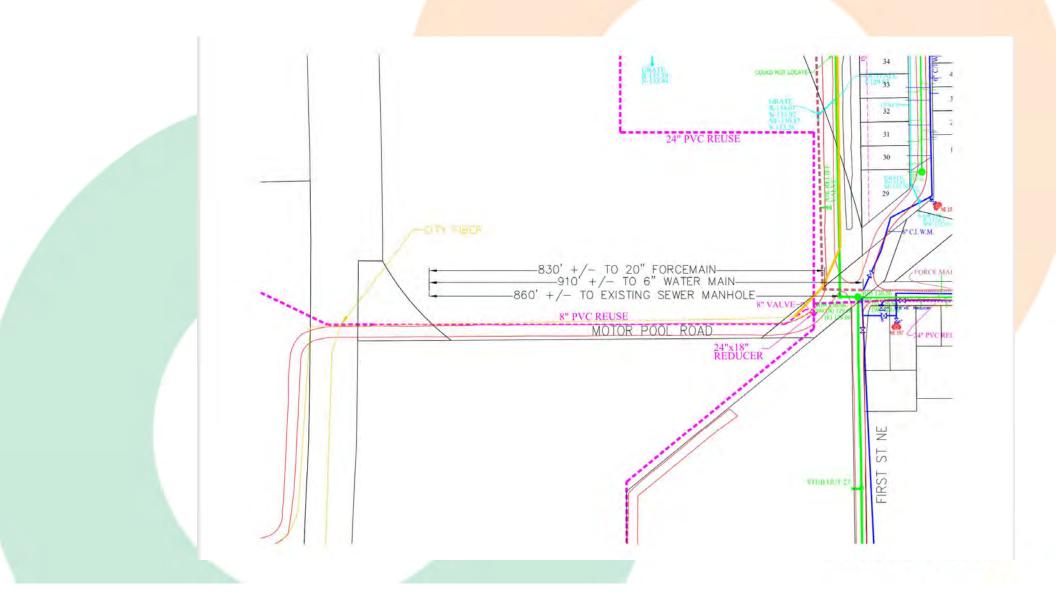












### East Polk County Garage-Project

- A & E Firm will need to be hire to assist in project planning, review process with the City of Winter Haven, permitting and development of the Bid-Design Build Bid Document. AECOM is currently under contract with the County TPO and the contact is accessible to Citrus Connection.
- City Requirements will need to incorporated into the plans,
- Utility connection locations will need to be specifically located.
- Impact Fees will need to be verified.
- All items currently stored on the property will be removed by staff,

CitrusConnection

#### **East Polk County Garage**

#### **Preliminary Budget**

<b>Total Project estimated cost</b>	1,258,000	
Item	Cost	
Phase II Environmental Assessment	150,000	
Sanitary Sewage Connection-	42,000	
Water Connection	33,000	
Winter Haven Impact Fees	12,000	
Communication-Data-Phone-Etc.	90,000	
Electrical Power	10,000	
Double Wide Modular Building	200,000	
Gasoline & Diesel Storage Tanks & Disp	275,000	
Dry Pond Improvements	20,000	
Oil Water Separator	15,000	

Item	Cost
Tank Monitoring Systems	50,000
Concrete Pavement Improvements	100,000
Sheltered Work Area	40,000
Security Camera System	100,000
Lighting Improvements	20,000
<b>Construction and Project Management</b>	26,000
A&E Project development for Bidding	75,000



#### Manpower cost for Winter Haven

			Loaded Cost
Position	Hourly Rate	Annual Cost	x1.5
Technician	\$25	\$52,000	\$78,000
Apprentice Technician	\$20	\$41,600	\$62,400
Saturday Coverage- Technician	\$25	\$10,400	\$15,600
Saturday Coverage- Apprentice Technician	\$20	\$8,320	\$12,480
Total Cost of Manpower			\$168,480



#### Dead Head Mile eliminated by storing Buses in Winter Haven

	Daily	Annual
	Deadhead	Deadhead
Route	miles	miles
Purple Line	33	8,382
15- Winter Haven	33	8,382
22-XW Winter Haven	33	8,3 <mark>82</mark>
Total Deadhead Mileage reduction		25,146
Cost per Mile (2019 figure)		\$7.47
Total Cost Savings (miles x rate)		\$187,840.62
Manpower cost of Winter Haven		\$168,480.00
Operational Cost reduction		\$19,360.62



# Thank You

# Questions?



#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUL 15, 2020 AGENDA ITEM #7b

Agenda Item: Use of CIP to Supplement Grant Purchases of New Buses

Presenter: Joseph Cheney, Director of Fleet Maintenance

Recommended

Action: Approve the use of CIP Funds to supplement the purchase of buses

under Lakeland UZA Grants.

Summary: The Citrus Connection Board of Directors approved the use of FTA

CARES ACT GRANT FUNDING for the purchase of new buses in June 2020. The Grant allows for two buses at a not to exceed value of \$360,000 per bus. The actual cost per bus is \$399,246 per bus. Approval of this request would authorize the use of \$39,246 per bus from the Lakeland CIP Funding. This purchase would be for 30 foot buses manufactured by Eldorado National with passenger seating

for 27 passenger and 2 Handicap positions.

The Citrus Connection Board previously approved the use of older 5339 Grant Funding for the purchase of new buses. Unused 5339 Grant Funding from 2017, 2018 & 2019 totals \$600,166.00. This request is for approval of the use of \$197,286.08 from Lakeland CIP funding to supplement the 5339 Grant fund for the purchase of 2

buses.

Grant	Grant Funding	CIP Funding	Total	Details
5311 CARES ACT	\$720,000.00	\$77,452.16	\$797,452.16	2-30 FT Eldorado Buses \$398,726.08 ea
5339 Lakeland 2017	\$33,746.00			
5339 Lakeland 2018	\$300,504.00	\$197,286.16	\$797,452.16	2-30 FT Eldorado
5339 Lakeland				Buses
2019	\$265,916.00			\$398,726.08 ea
Total	\$1,320,166.00	\$274,738.32	\$1,594,904.32	4-30 FT Buses

Funding: Capital Improvement funds are available to support this purchase.

#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 8a

Agenda Item: New Route

Presenter: Aaron Dunn, Director of Operations

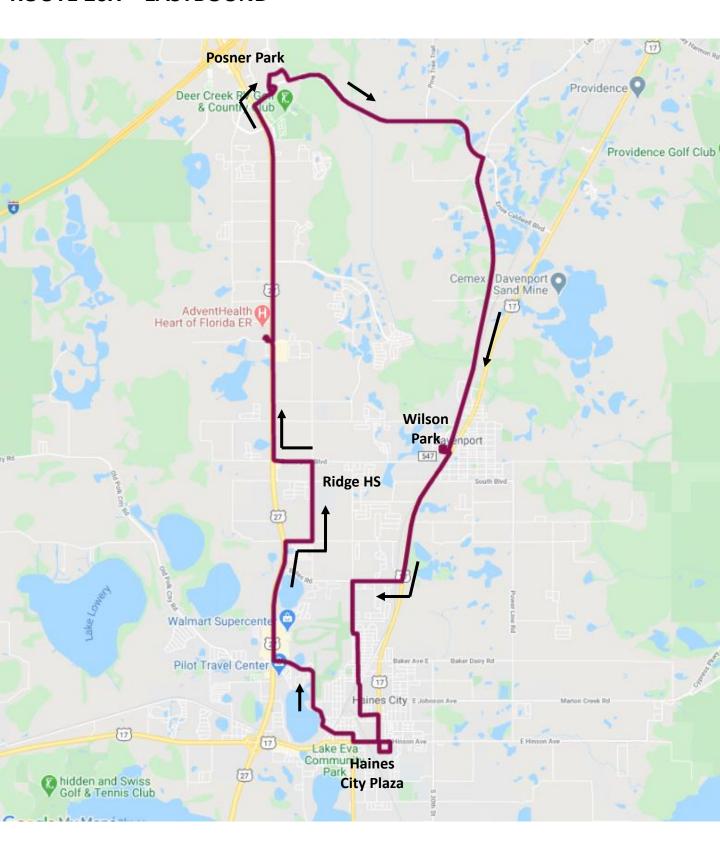
Recommended

Action: Approve new routes as recommended by staff

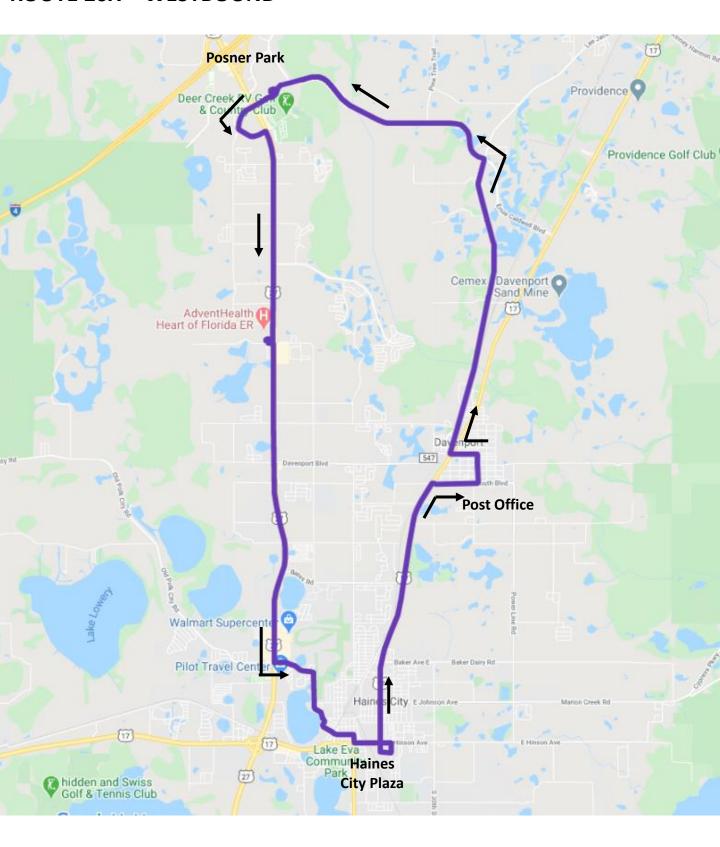
Summary: New route for 20X

Attachments: Route Map for 20X

#### **ROUTE 20X – EASTBOUND**



#### **ROUTE 20X – WESTBOUND**



#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 8b

Agenda Item: New Route

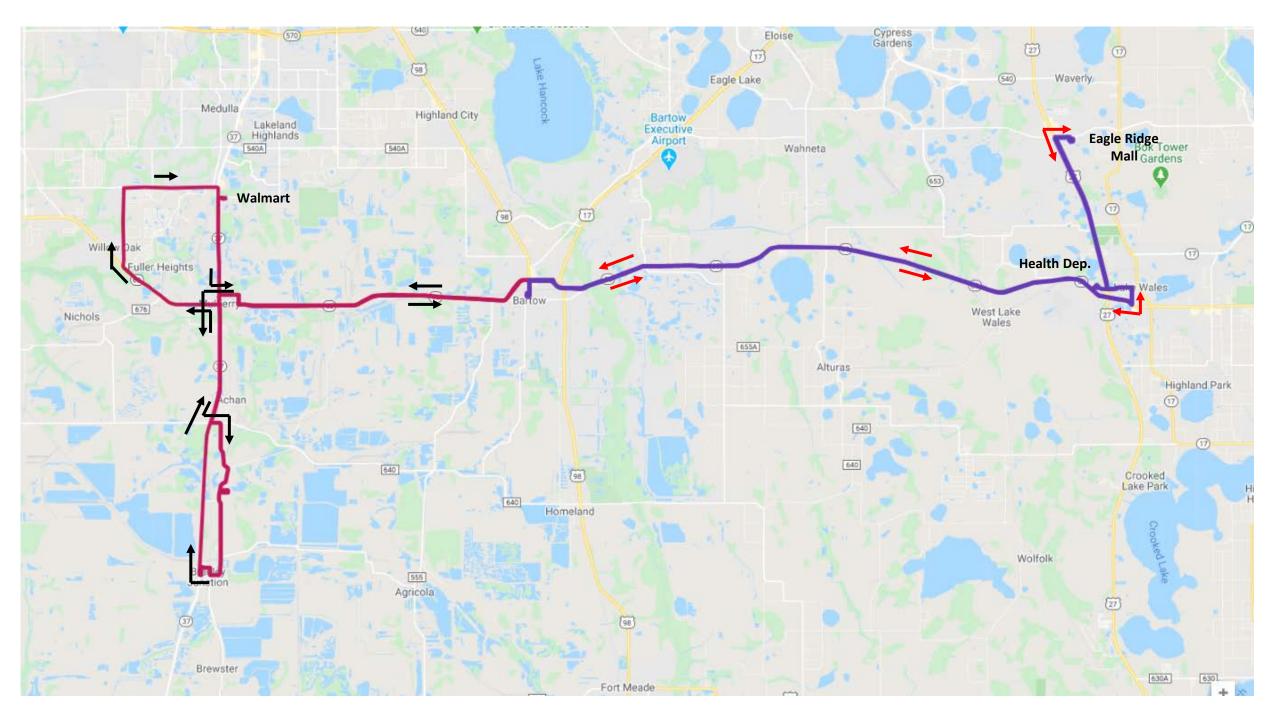
Presenter: Aaron Dunn, Director of Operations

Recommended

Action: Approve new routes as recommended by staff

Summary: New route for 21X

Attachments: Route Map for 21X



#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 8c

Agenda Item: Route Changes

Presenter: Aaron Dunn, Director of Operations

Recommended

Action: Approve new routes as recommended by staff

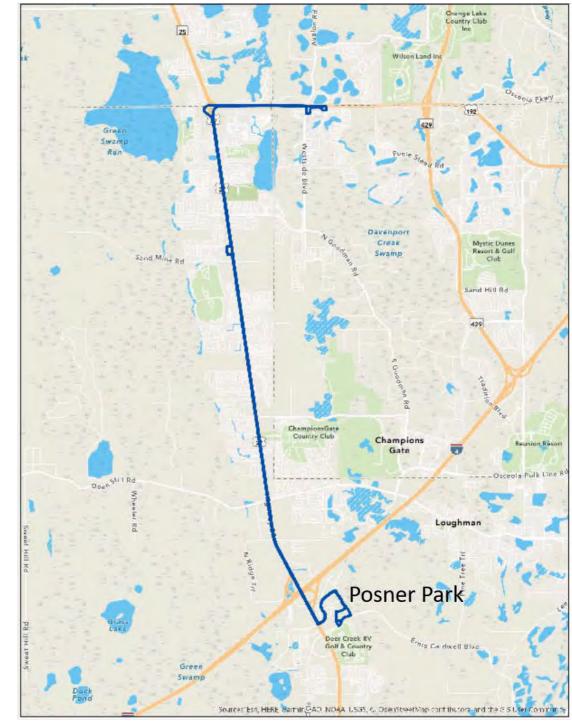
Summary: Changes to routes 18X, 19X

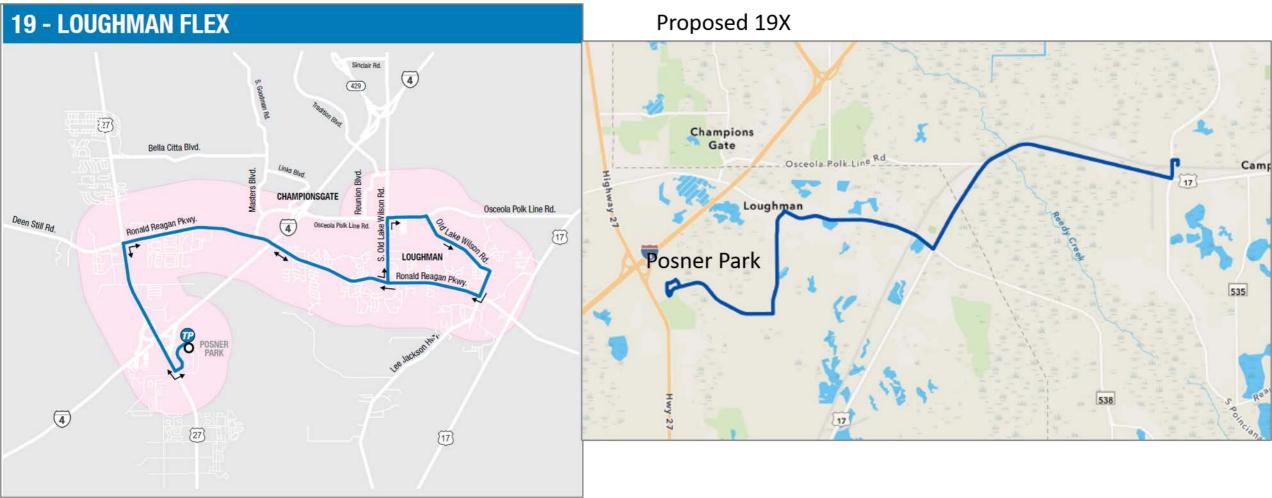
Attachments: 18X Route Map

19X Route Map

## 18X HAINES CITY/ U.S. 27 EXPRI







#### LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 9a

Agenda Item: Collective Bargaining Agreement

Presenter: Steven Schaible, Director of Human Resources

Recommended

Action: Approve changes for collective bargaining agreement

Summary: In June of 2020, staff began discussions with

representation from the TWU 525 about the renewing of the collective bargaining agreement. After a few days of discussions, a draft was finalized and voted on by their members. It was passed the first time around and we have their approved agreement for your consideration today.

Attachments: Draft CBA

#### **Collective Bargaining Agreement**

#### between

Lakeland Area Mass Transit District

and

Transport Workers Union of America AFL-CIO Local 525

October 4, 2020 thru September 30, 2023

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Article 1-	Preamble
Article 2-	Recognition and Scope
Article 3-	Bulletin Boards
Article 4-	Equal Treatment
Article 5-	Managements Rights
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#### **Article 1- Preamble**

This Agreement is entered into under the terms of the Florida Public Employees Relations Act for the mutual interest of present and future employees, and of the District, to promote the safety and continuity of operations, to stabilize employment under reasonable hours, rates of pay and working conditions. It is recognized by the Agreement to be the duty of the District and the employees to cooperate fully, both individually and collectively, for the advancement of these conditions.

#### **Article 2- Recognition and Scope**

The District recognizes the Union as the exclusive collective bargaining representative for all its employees in the following bargaining unit:

Included: All regular full-time and part-time Apprentice Technicians, Technicians, Master Technicians, Quality Assurance Master Technician, Parts Procurement & MIS Administrative Specialist, Bus Operators, Bus Operator Trainees, Electronic Technicians, Utility 1 & 2 Technicians, Facility 1 & 2 Technicians and Parts Technicians.

The District agrees to match the Union for paid time off for the section chairman or vice chairman to conduct Union business. The match is limited up to 2 hours weekly and one 20 hour week every three years or as needed and agreed upon by both the Union and District Executive Director. The Section Chair will turn in timesheet reports to Human Resources within the same payroll period for processing. Payment of this time worked is conditional on the Section Chair submitting the timesheets within the same payroll period.

#### **Article 3- Bulletin Boards and Agreement**

The District shall provide Bulletin Boards for the use of the Union in two locations at the Lakeland property and one at each other reporting location. All notices placed on such Bulletin Boards shall relate solely to official Union Business and shall have the official signature of the Union.

The District will post this Agreement on the Citrus Connection Intranet site. The District Human Resources Department shall print copies of this Agreement in an appropriate form and shall give a copy upon request to each employee covered by this Agreement at a cost of \$.15/page within sixty (60) days of the date of this Agreement unless prevented from so doing by circumstances beyond its control, and Human Resources shall furnish an electronic copy of this Agreement to each new employee hired in any classification covered thereby.

#### **Article 4- Equal Treatment**

In accordance with the established policy of the District and the Union, the provisions of this Agreement will apply equally to all employees regardless of race, color, religious creed, national origin, citizenship, sex, sexual orientation, being over age 40, marital status, disability, or U. S. Veteran's status in accordance with applicable State and Federal laws. It is also understood that the Union will continue to cooperate with the District in maintaining its Affirmative Action Program to ensure the equality of opportunity in all aspects of employment.

#### **Article 5- Management Rights**

The union agrees that the District has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; that the powers or authority which the District, through its management officials, band of Board of Directors shall include, but shall not be limited to:

- 1. the right to determine the organization of District Management;
- 2. to determine the purpose of each of its constituent departments;
- 3. to exercise control and discretion over the organization and efficiency of operations of the District;
- 4. to set standards for service to be offered to the public;
- 5. to direct the employees of the District, including the right to assign work and overtime;
- 6. to hire, examine, classify, promote, train, transfer, assign and schedule employees in positions within the bargaining unit:
- 7. to suspend, demote, discharge with cause or take other disciplinary action against employees for proper reasons using progressive steps;
- 8. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work funds;
- 9. to determine the location, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- 10. to establish, modify, combine or abolish job/pay positions within the bargaining unit;
- 11. to change or eliminate existing methods of operation, equipment or facilities;
- 12. to determine the methods, means and number of personnel needed to desirable for carrying out the Districts mission; and such other rights normally consistent with management duties and responsibilities for operation the District.

#### Section 2

The District has the sole authority to determine the purpose and mission of the District, to prepare and submit budgets to be adopted by the Board of Directors.

#### Section 3

Those inherent managerial functions, prerogatives and policy-making rights which the District has not expressly modified or restricted by a specific provision of the Agreement are not in any way, directly or indirectly subject to the Grievance Procedure.

#### Section 4

Delivery of District services in the most efficient, effective and courteous manner is of paramount importance to the District. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

#### **Article 6- Check-off Agreement**

- a. The LAMTD shall not make any deductions for the collection of fines, penalties or special assessments. There shall be no charge made by the LAMTD for deductions for dues. The exact amount of monies to be deducted for each employee shall be provided by the Union to the LAMTD. Any changes in the amounts to be deducted shall be given to the LAMTD thirty (30) days in advance. These monies, along with a list of each employee's name and amount deducted, shall be transmitted to the Union within thirty (30) days after the monthly deductions.
- b. During the life of this Agreement, the District agrees to deduct from the pay of each bargaining unit member, and remit to the Union, membership dues or fees uniformly levied in accordance with the Constitution, rules and/or By-laws of the Union and as prescribed by Law, provided such member voluntarily executes the Union's "Check-Off Form". The TWU Section Chair must be notified in writing by the District of any incorrect membership dues deductions within 24 hours of discovering the deduction error. The District shall advise the TWU Section Chair in writing of the plan for resolution.
- c. When a member executes such "Check-Off Form" in a manner suitable to the Union, the International Representative of the Union shall forward an original copy to the District Human Resources Department. Any notice of revocation, as provided for in this Agreement or applicable law, must be in writing, signed by the employee, and delivered to the appropriate Human Resources official of the District with a copy to the Local Union, to be effective after the Union confirms such receipt of notice.
- d. When a Check-Off Form, as specified herein, is received by the appropriate accounting official on or before the first day of a month, deductions will commence with the first regular pay period paycheck of that month, and will continue thereafter until revoked or canceled as provided in this Agreement. Each accounting office of the District will remit to the Union checks in payment of all dues collected no later than the tenth day of the following month. Those remittances will be subject to normal accounting practice with

respect to adjustments necessary because of the methods involved in the deduction procedure. The District remittances of dues/fees to the Union will be accompanied by lists of names and employee numbers of the employees for whom deductions have been made in the particular period and individual amounts deducted.

- e. No deductions of dues/fees will be made from the wages of any employee who has not executed a Check-Off Form, who has been transferred to a job not covered by the Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deduction from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and applicable law.
- f. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated from the employ of the District shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or re-employed, further deduction of dues/fees will be made only upon execution and receipt of a new Check-Off Form.
- g. Collection of any back dues/fees owed at the time of starting deductions for any employee, and collection of dues/fees missed because the employee's earnings were not sufficient to cover the payment of dues/fees for a particular pay period, will be the responsibility of the Union and will not be subject to payroll deductions.
- h. Deductions of dues/fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employees or requirement of law have been satisfied. In the event of termination of employment, the obligation of the District to collect dues/fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- i. In the event any part of this Agreement contained in Article 6 is determined not to be in compliance with applicable law, the legislative body shall take such actions as it deems to be in the public interest, including the interest of the public employees involved, to resolve all impasse issues.
- j. The Union shall indemnify and hold the District, its officials, and the employees completely harmless against any claims, demands, suit, liability, and monetary or otherwise, including legal cost arising of any action taken or not taken by the District, its Officials, Agents, and Employees in complying with this article.
- k. For the term of this agreement TWU dues will be capped at two (2) hours per full-time employee, one (1) hour per part-time employee at each employee's pay rate per month.

#### Article 7- No strike/No Lockout

During the term of this Agreement and thereafter, the Union shall not authorize, cause, engage in, sanction

or assist in any slowdown, work stoppage, strike, sympathy strike, sit down or picketing against the District. During the term of this Agreement and thereafter, the District shall not cause, permit or engage in any lockout of its employees.

#### **Article 8- District Rules, Policies and Procedures**

Except as modified by this Agreement, the District's existing work rules, policies and procedures shall apply. The District may reasonably modify its rules, policies and procedures from time to time. For employees covered under the Collective Bargaining Agreement, all personnel policies and work rules shall be uniformly applied and uniformly enforced.

Any rules or regulations, which are now or which may hereafter be imposed on the District by the United States Government, shall apply with equal force and effect to the employees covered under this Agreement.

#### **Article 9- Grievance. Arbitration and Mediation**

The Grievance/Arbitration procedure shall consist of the following steps:

Complaint Step – The complaint step is not required but is encouraged by both the Union and the District. An employee who believes that he or she has been unjustly treated or that any provision of this Agreement has not been properly applied or interpreted may present his/her complaint in person or through the Union to his/her Supervisor/Manager within two (2) calendar days after the employee knew or should have reasonably known of the subject of the complaint. The Supervisor/Manager will respond to the employee/steward within one (1) calendar days.

Step 1 - If the employee's complaint is not resolved, it must be reduced to a written grievance by the Union [DELETE or the Grievant] and presented to the District's Human Resources Director after five (5) calendar days from the time the of the alleged unjust treatment or that any provision of this Agreement has not been properly applied or interpreted after the employee knew or should have reasonably known of the subject of the grievance. The Human Resources Director or designee shall meet with the Steward and Grievant within five (5) calendar days of receipt of the written grievance. The Human Resources Director shall provide the Steward [DELETE or the Grievant] a written response to the grievance within five (5) calendar days of such meeting. Grievances resolved at Step 1 shall not be precedent setting.

**Step 2** - Any unresolved grievance may be appealed by the Steward [DELETE or the Grievant] within ten (10) calendar days to the Division Manager or his/her designee for further discussions. The Division Manager or his/her designee shall meet with the Union Steward and/or Grievant within seven (7) calendar days and render a decision in writing within ten (10) calendar days of said meeting.

**Step 3** - Any unsettled grievances may be appealed within ten (10) calendar days to the Executive Director or his/her designee for further discussions. The Executive Director or his/her designee shall meet with the Union President or his/her designee [DELETE and/or Grievant] within fourteen (14) calendar days and render a decision in writing within ten (10) calendar days.

**Step 4** - If either party is not satisfied with the resolution at Step 3, the District, or the Union [DELETE or the Grievant] may submit the grievance to arbitration by written demand for arbitration to the other party within not more than fifteen (15) calendar days from the date of the decision by the Executive Director. The written demand must give the reasons for the appeal and specify the issue(s) to be submitted to arbitration. If no timely demand is provided, any issue(s) are deemed resolved based on the Executive Director's response to the grievance and shall not be subject to further appeal in any way.

If the grievance is submitted to arbitration, the parties shall select an arbitrator within ten (10) calendar days after the filing of the demand for arbitration under the procedures of the American Arbitration Association. The party demanding arbitration must make a written request to the American Arbitration Association no later than seven (7) calendar days after the date of the original demand for arbitration.

The arbitrator shall be guided by this Agreement in reaching his/her decision, and shall not be empowered to add to, subtract from, or modify the Agreement in any manner in reaching his/her decision. The arbitrator shall have the jurisdiction and ability only to interpret, apply or determine compliance with the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and upon all affected employees.

The grievance and arbitration provision of this Agreement are the sole method available to the parties for the settling of any complaints, disputes, differences or controversies arising between them or between any employee and Employer, it is agreed that employees covered by this Agreement shall be bound by any decision, determination, agreement or settlement which may be effectuated pursuant to the invocation of the grievance procedure or arbitration as provided by law.

The fees and expenses of the arbitrator shall be shared equally by the parties in all cases. Each party shall fully bear its own costs regarding witnesses and representation. In the event the parties agree to schedule more than one case on a given day or on multiple days, then the fees and expenses of the arbitrator shall also be shared equally by the parties. The parties agree that where multiple cases are to be heard by one arbitrator, the parties agree to identify those cases thirty (30) calendar days in advance of any arbitration hearing.

#### **Article 10- Contracting Out of Work**

The Union has informed the District of its concern that the District may desire to contract out work during the term of this Agreement that is now being performed by District employees under this Agreement. Therefore, it is understood that if the District lays-off personnel because of contracting out of work, the District will meet promptly upon request of the President of the Union to discuss any impact on the bargaining unit arising as a result of this action.

#### **Article 11- Military Leave**

The re-employment and seniority status of any employee hereunder, who while in the active service of the District entered the Armed Services or during wartime entered the Merchant Marine of the United States

shall be governed by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, or other applicable law. Both the District and Union agree to observe and comply with the Federally mandated requirements of the USERRA.

When military training leave of up to a maximum of fourteen (14) calendar days is granted, the District will pay the difference between regular wages and military pay. Time spent on such leave shall not affect the employee's benefit accruals or seniority.

# **Article 12- Termination of Employment**

Employees should give the District two (2) weeks notice of resignation in writing. The District shall reserve the right to pay (2) weeks in lieu of such notice.

Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing. The District may provide two (2) weeks pay in-lieu-of such notice. If applicable, the District shall comply with the Worker Adjustment Retraining & Notification Act.

This requirement of notice shall not apply to a layoff caused by an Act of God, or by a strike of the employees of the District.

The District must notify the TWU Section Chair in writing within two (2) calendar days following a tangible employment action of a covered member.

#### **Article 13- Work Clothing. Tools and Safety Shoes**

Some bargaining unit employees may be required to wear provided uniform. Such clothing shall be provided by the employer. Laundry service provided by employer for Apprentice Technicians, Technicians, and Master Technicians, Quality Assurance Master Technicians, Parts, Procurement & MIS Administrative Specialist, Facility Techs 1 & 2, and Electronics Technician.

Operators will be provided with five (5) polo shirts at no cost annually and will be required to wear and maintain the company issued polo shirts. Should an Operator have work polo shirts in good condition they may reduce the number of polo shirts the next year and the District will issue a pro-rated payment per polo shirt not issued to a max of \$94/yr. Upon hire, operators will receive, at no cost, one (1) jacket and one (1) hat. Operators will provide their own black pants, black shorts, black skirts, and black skorts. Operators shorts must measure no more than two inches above the knee or two inches below the knee. Operators skirts and skorts must measure no shorter than two inches above the knee. The District will allow operators direct purchase from approved vendors, additional jackets, hats or polo shirts at their own cost. At time of separation all items issued, unless previously discarded, as part of a uniform must be returned.

The District's tool and Safety Equipment reimbursement will be \$500 annually (2-semi-annual payments of \$250). The District recognizes that the amount of reimbursement is only a supplement for the total cost of tools working in this trade. The following job classifications are eligible for this re-imbursement:

(Apprentice Technicians, Technicians, Parts Technicians, Quality Assurance Master Technicians, Master Technicians, Facilities Maintenance Technicians 1 & 2 and Electronics Technicians.

Parts Specialist, Parts, Procurement, Technicians & MIS Administrative Specialist will be allowed a reimbursement for Safety Work Shoes limited to \$150 per year.

The District will reimburse employees in the above mentioned categories for tools, safety shoes, and safety related equipment that is used in conjunction with performing work for the District. The cost of tools purchase is excess of the reimbursed amount may be carried forward and re-applied to a future reimbursement.

The Union and the District will work collectively to establish a minimum tool list for each job category. Employees are not eligible for Tool Reimbursement during their initial probationary period. Employees that resign or are terminated within the first year of employment will need to repay the amount paid within the previous 12 months. Advance payments for tools and/or safety equipment will require approval and a separate agreement with a repayment schedule.

# **Article 14- Discipline and Discharge**

It is understood that The District has the right to discipline or discharge an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, violation of pertinent regulations imposed on the District by the United States Government in reference to employees under this Agreement, violation of District policies, or any just and sufficient cause as determined in the District's sole good faith discretion.

During any probationary period, an employee may be discharged or disciplined at the District's option without recourse to the grievance procedure.

#### **Article 15- Safety and Health**

The District recognizes its responsibilities to provide a safe and healthful working environment for employees. The Union also recognizes its responsibilities to cooperate with the District in maintaining an ongoing and safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that all employees shall comply with safety rules of the District consistent with Federal or State Laws.

The District's Safety Committee shall designate three (3) seats; one (1) fixed seat TWU Section Chair and two (2) for TWU members including fleet mechanics. The selected TWU members will be submitted by the TWU Section Chair each October 1<sup>st</sup> for the entire fiscal year. The District will allow the designated employees time off to attend Safety Committee meetings. Time to attend meetings will be paid by the District. The TWU will select from covered membership and will select members from different modes to attend Safety Committee meetings. Selection will be annually and individuals may not serve for more than one year consecutively, except for TWU section chairman fixed seat. District Safety Committee meetings shall be scheduled on the last Wednesday of the month at 10:30AM-noon. The Safety & Security Department Committee District representative shall present Fleet Post Trip problems and resolutions at each meeting. Pre and Post Safety Committee meeting agendas will be provided by the District at the meeting.

The District will provide two (2) light duty assignments if available for up after 90 days for an injured

worker's compensation driver from each mode. There may not be more than two (2) drivers from a mode on light duty assignment at the same time. After 90 days of light duty the District will re-evaluate the light duty status and may grant and an additional 30 days of light duty. Under no circumstances will light duty assignment exceed 120 days. The District reserves the right to assign or deny worker's compensation light duty based on physical restrictions and availability of light duty work. Not withstanding the forgoing, the District and the Union agree to comply with all accommodation requests related to the Americans with Disabilities Act (ADA).

In accordance with the Drug Free Workplace Act of 1988, the District and the Union agree to provide a workplace that is free from the illegal use, possession/distribution of drugs or other controlled substances and that is free from the influence of alcohol abuse. Therefore, the District and the Transport Workers Union of America and its Local 525, have negotiated and agreed to implement the Drug and Alcohol Program established by the District which has been designed to establish a system for early identification of an employee with a dependency problem and for referral of that individual for appropriate treatment. This program provides for pre-employment, reasonable suspicion, post-accident drug testing as well as supervisory referral, Union referral or self-referral to the Employee Assistance Program (EAP).

Safety-sensitive employees (Drivers, Driver Trainees, Apprentice Technicians, Technicians, Electronics Technicians, and Master Technicians) are bound by the District's zero-tolerance Substance Abuse Policy pursuant to the Federal Transit Administration's Drug & Alcohol Program and in accordance with US DOT 49 CFR Parts 655 and 40.

Both the Union and Management agree that all members will adhere to the Citrus Connection Weapons policy and procedures. Where applicable, the District shall reimburse annually up to a maximum of 10 covered members up to \$100 each for required training that is within the non-lethal chemical spray policy.

#### **Article 16-Wages**

The annual hourly wage scale outlined below is effective the first payroll of each October following the employee hire anniversary during the term of this contract.

#### Section A -

OPERATOR STEP PLAN	BASE Wage	2.25% Increase	2.25% Increase	2.25% Increase
Years of Service	Base Step Plan	October 1, 2020	October 1, 2021	October 1, 2022
New Hire	\$13.50	\$13.80	\$14.11	\$14.43
Less than 1 Year	\$14.04	\$14.36	\$14.68	\$15.01
Year 1	\$14.29	\$14.61	\$14.94	\$15.27
Year 2	\$14.54	\$14.86	\$15,20	\$15.54
Year 3	\$14.79	\$15.12	\$15.46	\$15.81
Year 4	\$15.23	\$15.58	\$15.93	\$16.29
Year 5	\$15.69	\$16.04	\$16.40	\$16.77
Year 6	\$16.16	\$16.53	\$16.90	\$17.28
Year 7	\$16.32	\$16.69	\$17.07	\$17.45

Year 8	\$16.49	\$16.86	\$17.24	\$17.62
Year 9	\$16.65	\$17.03	\$17.41	\$17.80
Year 10	\$16.82	\$17.20	\$17.58	\$17.98
Year 11	\$16.99	\$17.37	\$17.76	\$18.16
Year 12	\$17.16	\$17.54	\$17.94	\$18.34
Year 13	\$17.33	\$17.72	\$18.12	\$18.52
Year 14	\$17.50	\$17.89	\$18.30	\$18.71
Year 15	\$17.68	\$18.07	\$18.48	\$18.90
Year 16	\$17.85	\$18.25	\$18.66	\$19.08
Year 17	\$18.03	\$18.44	\$18.85	\$19.28
Year 18	\$18.21	\$18.62	\$19.04	\$19.47
Year 19	\$18.39	\$18.81	\$19.23	\$19.66
Year 20	\$18.58	\$19.00	\$19.42	\$19.86
Year 21	\$18.76	\$19.19	\$19.62	\$20.06
Year 22	\$18.95	\$19.38	\$19.81	\$20.26
Year 23	\$19.14	\$19.57	\$20.01	\$20.46
Year 24	\$19.33	\$19.77	\$20.21	\$20.67
Year 25	\$19.52	\$19.96	\$20.41	\$20.87

<sup>\*</sup> Each employee with a year or greater shall remain in the same "Color" Pattern thru the remainder of the contract.

All other covered members under Article 2 shall receive a flat amount equal to 1.25% increase each fiscal year of the highest wage increase among all members who are outside of the Operator Wage step plan.

Wage range for skilled craft workers in the follow categories: Regular full-time and part-time Apprentice Technicians, Technicians, Master Technicians, Quality Assurance Master Technician, Electronic Technicians, Lead Electronics Technician shall be \$18.00/hr. to \$31.00/hr. Grandfathering of existing wages at time of contract inception shall remain as is, subject to the aforementioned contract fiscal year increase. Covered members in this wage group may earn wage increases through certification, promotion and documented skill mastery as determined by the District's sole good faith discretion.

# Section B -

The District shall be allowed to withhold from an employee's paycheck any administrative costs allowable by law for the processing of garnishments. For the purpose of this section garnishments shall include, but not be limited to, child support payments, court-ordered garnishments, and Department of Education garnishments. Administrative costs shall not be deducted for any union dues pursuant to Section 6 of this agreement.

#### **Article 17- Overtime Compensation**

Overtime hours to be defined as hours worked in excess of 40 hours in one work week. All overtime hours

<sup>\*</sup> Each employee with a year or greater shall move downward and to the right each Oct 1st of the contract.

<sup>\*</sup> Each employee with less than a year shall move horizontally to the right Oct 1 until they have a full year by October.

will be compensated at 1.5 (time and one-half) the normal hourly rate.

# **Article 18- Cross-utilization**

The District shall have the sole right to cross-utilize employees covered by this Agreement. In cross utilizing its employees, the District will only assign employees to work within the employee's ability as judged by the District. Nothing in this Agreement shall be construed to prevent the District from assigning any employee to any work area. Nothing in this Agreement shall be construed to prevent any employee from performing work normally assigned to other classifications.

#### **Article 19- Shift Assignments and Differential**

The District will provide the runs to the Union for posting and assignment based upon seniority at least 14 days prior to posting by the Union. Regular Full-time Runs. With the exception of the first year of this Agreement, all regular full-time runs will be posted annually each fiscal year during the term of this Agreement. The number of required runs will be decided by the District. All runs shall be posted by the Union at least seven (7) days before signing begins. The highest seniority by division shall prevail in the bidding process. Posting shall be at a conspicuous place so that all eligible employees will receive notice of any posting. Runs will begin the first full week in October.

Given the schedules for service, the District agrees to attempt to create the maximum number of runs with consecutive days off and the maximum number of straight runs. The District will consult with the Union on runs and agrees to consider improvements to runs suggested by the Union.

The operator will leave bid choices with the TWU section chairman or Union steward, by hand delivery or email. These requests for such choices must be in writing. Posting of Fixed Route runs only shall include the days and approximate time of departure, pull in time, types of runs and the number of days each week; provided that when the runs are posted the Employer has the obligation to show that a run or a part thereof will be altered on a certain date, showing the alteration, if such an alteration is planned by the Employer. Each posting of runs shall show the anticipated schedule to be operated on any holidays during that posting. If an employee is inactive or has been off work thirty (30) consecutive days or more prior to a sign-up, that operator must have a "Return to Work" medical release from a doctor with no restrictions in order to bid on a run. Any employee who has provided such a medical release in order to bid on a run, and does not work that run during the signup period, may not bid on another run until they have returned to work.

Once a bid is submitted, it cannot be withdrawn, unless the run so posted has been changed by more than sixty (60) minutes per day. If a Fixed Route run is changed more than sixty (60) minutes per day after it has been posted or signed on, then all runs on that route will be reposted. For purposes of this paragraph, a change is understood to mean a change in the regular line service platform time or a change in the route assigned to a particular run. The Employer will advise any affected operator, in advance, of any change in his/her run. The unique operational nature of ParaTransit services excluded ParaTransit from this requirement.

The Union will assume the responsibility of assigning shifts when an Operator quits and allows the 2<sup>nd</sup> bid on the shift to move up rather than send to Extra Board.

Seniority shall not govern assignment of equipment.

#### **Extra Board**

Work performed by the Extra Board shall include: absence of any duration, for any cause of an operator with a regular, assigned run; emergency assignments to new work and/or vacancies until they are filled. Any other runs or pieces of work not otherwise assigned. Such work will be offered contingent upon the least assignment of overtime. The employer to the extent possible will schedule two days off per week for each Extra Board Operator. It is specifically agreed that two scheduled days off are a privilege granted when possible, not a right guaranteed under this agreement and that refusal to perform work assigned on a scheduled day off may be considered grounds for disciplinary action. The procedure for rotation and assignment of the Extra Board shall be determined by the District.

# **Availability for Work**

When an operator is unable to report for work at his/her assigned time for any reason, he/she shall notify his/her dispatcher or supervisor as appropriate, as soon as possible, and at least sixty minutes prior to report time.

Failing to give such notification, he/she shall not be reinstated upon their return to work unless a reasonable explanation is furnished to the Employer. Employees who miss out may be required to work on the day of the miss out if they are needed to maintain service to the public.

Operators off because of unplanned/unscheduled time off will not be considered available to work until they have reported their availability to work by 6 pm the day prior to their next scheduled work day.

Operators who become available to work after calling out sick and call in one (1) hour prior to their shift will be assigned to Extra Board that day.

Operators who make themselves available and call off again before returning to work, shall be subject to the company attendance policy.

Employees out for illness on day three (3) or more must provide a return to work to Human Resources from a health care professional before being allowed to return to work.

Part time operators shall be used as needed to provide service to the public, at the discretion of the District, they shall be used to staff the extra board or work assigned runs.

Any absenteeism/tardiness issue not specifically addressed in the CBA will mirror the Citrus Connection Employee Handbook Absentee/Tardiness Guidelines & Policies.

# **Shift Differential**

In the event that a bargaining unit employee is asked to work on a job code other than that of their normal job code, they will be paid at their base hourly rate of the new code or a 5% differential per hour, whichever is greater.

#### **Outside Work**

The District considers the job performed at the District as the Employee's primary job. However, employees may hold another job or perform work outside of their assigned scheduled job. However, the District will comply with Federal Regulations regarding Driver's hours worked and therefore, Employee's who are required to maintain a DOT license as a condition of employment must advise their Supervisor of any outside work (temporary or permanent) or volunteer activities and the District must approve in writing prior to the Employee beginning such outside work. Once approved by the District, the Employee must submit their outside work schedule for approval to the Supervisor prior to beginning the outside work shift/schedule. Employees failing to follow this paragraph in whole or in part will be subject to the District corrective action up to and including discharge.

# **Maintenance Lead Pay**

Maintenance may designate a person to work as a Lead to prioritize work and provide direction to other maintenance employees. Maintenance Leads will have the ability to delegate work assignments but will not have the ability to make employment decisions. Maintenance Leads cannot issue discipline but will be obligated to report events and concerns to supervisors or managers.

# **Emergency Operations**

In the event that there is a local disaster either manmade or by act of God, and the District is required to provide transportation support or services in Polk County, including but not limited to evacuations, shelters, relocations, etc., the District shall reserve the right to modify any and all shifts and schedules for all covered members or a select number of employees and direct them to report for mandatory work at the sole discretion of the either District Executive Director or Director of Revenue Services. Unless pre-approved in writing by the District and due to extreme circumstances, failing to report for mandatory work will result in disciplinary action up to and including termination. Special pay provisions in Article 27 will apply should the District declare an emergency.

# **Article 20- Health Benefits**

The District will make available Group Insurance Plans to all full-time employees covered by this agreement. The District will provide basic medical coverage at no cost to the employee. Basic medical coverage for additional family members may be elected and shall be paid by the employee. The District reserves the right to determine the level of benefits included in the basic medical coverage. Shared Medical and Dental dependent benefit coverage will is capped for members at 30% of total benefit cost to the District. The District further reserves the right to offer additional medical benefits to the employees at a premium in an amount to be determined by the District. The insurance plan includes medical, dental, vision.

[DISCONTINUED – DELETE SECTION] The District will provide to full time covered members on October 1<sup>st</sup>, EZ SHIELD identity theft protection at no cost through AFLAC. Eligible employees hired after October 1<sup>st</sup> will be able to join the following October 1<sup>st</sup>.]

The District will annually reimburse employees \$658 when they have health insurance coverage outside of the District. Employees must meet District policy requirements to receive the reimbursement. A pro-rata will occur for partial year insurance coverage. All requests for reimbursement paperwork must be submitted no later than January 31<sup>st</sup> to receive payment for prior year coverage.

All elections and changes to benefits pursuant to this section must be made in accordance with the District's Open Enrollment Policy. Changes to elections may occur outside of Open Enrollment within a Section 125 Qualified Event.

#### Article 21- Vacation & Sick leave

#### **Vacation Leave**

It is the policy of the District to afford the opportunity for all regular full-time [DELETE and eligible part-time] employees to take vacation leave with pay in accordance with established guidelines.

- 1. New regular full-time employees eligible for vacation leave shall accrue vacation hours during the probationary period but are not eligible to use any paid vacation until completion of the ninety (90) day probationary period (does not apply to new hires during the Bus Operator training phase; the probationary period begins upon successful completion of the training program).
- 2. Supervisors are responsible for ensuring adequate staffing levels at all times to ensure adequate coverage within the department and must follow any departmental work rules as it relates to the approval of employees' requests for time off.
- 3. The vacation year shall be October through September of each year. Employees must submit vacation benefit requests in advance to their supervisor, on an annual basis for the next vacation year by the posted deadline. All pre-approved vacation requests are based on the assumption that the employee will have accrued time off by the vacation date. In those instances where an employee does not have the accrual needed for the vacation, it will be cancelled, unless the low vacation accrual is related to the employee having used vacation time due to a personal medical situation. Exceptions for these situations shall be made and reviewed on an individual case by case basis.
- 4. Vacation request throughout the year may be accepted if operational requirements are not impacted. Failure to submit a vacation request in advance may result in the vacation being denied (employees are advised to follow any departmental procedures as they apply to the request for time off). To be eligible, the vacation request must be made by close of business day on Wednesday the week prior to using the vacation time. Exceptions for these situations of improperly submitted vacation shall be made and reviewed on an individual case by case basis. Approved vacation time improperly submitted does not waive a violation of the attendance policy.
- 5. Supervisors shall schedule vacations according to the operational needs of the department, and attempt to resolve any scheduling conflicts with the employees involved.
- 6. Management reserves the right to designate when some or all vacation leave may be taken.
- 7. While using vacation leave, employees continue to receive the same District benefits as when actively working.
- 8. Vacation Leave shall be reported in whole hour increments only.
- 9. Vacation Leave may not be taken before it is earned.

- 10. Vacation hours are accrued based upon the employee's full-time hire date, and will be paid according to the employee's normal work schedule.
- 11. The District shall provide an online open vacation calendar that will be updated bi-weekly.
- 12. The District will provide up to 350 weeks of bid vacation availability each FY.
- 13. Vacation accrual schedule exception may be made for validated prior public transit experience for accrual only. Vacation accrual exception will be granted by the District's sole good faith discretion to employees and new hires who are able to provide bona-fide proof of prior employment with another public transit agency or past employment with Citrus Connection. The District will grant a year for year exception up to a maximum of 10 years. Partial years of service will not be counted in the year for year accrual. Validation must be documented and confirmed by the District Human Resources department and becomes effective on the date of validation.
- 14. Vacations may be cancelled in the event an Emergency Operations Center (EOC) is formed and a potential disaster is possible. Those members on approved vacation may be subject to recall and required to report to work if local. Once the EOC is dissolved the District will endeavor to grant vacation requests on behalf of those impacted during the EOC call up.

VACATION LEAVE ACCRUALS			
*LENGTH OF SERVICE	*MONTHLY ACCRUAL RATES	MAXIMUM ANNUALIZED RATES	
0 - 4 YEARS	8 HOURS	96 HOURS (12 DAYS)	
5 - 15 YEARS	10 HOURS	120 HOURS (15 DAYS)	
16 + YEARS	13.33 HOURS	160 HOURS (20 DAYS)	

It is the employee's responsibility to make sure the appropriate departmental procedures are followed so the employee will receive compensation for any leave taken. Employees will be paid upon separation their accrued and unused vacation time provided that written two week notice is submitted and notice period is worked.

Vacation Leave must be used within the calendar year following the year the leave is earned except for that portion of leave that is subject to carry-over. The calendar year maximum of unused vacation leave that may be carried-over is twenty (20) days or one hundred sixty (160) hours. Employees are required to use any excess accrued time over the calendar year maximum by September 30 of each year.

Employees will be able to buy back five days of vacation time annually if they choose. The amount will be equal to one normally scheduled work week upon completion of a request form. [DELETE Employees will need to complete a form by the first payroll in August for processing.] The one time vacation buy back will be paid the next payroll cycle during the fiscal year.

#### **Sick Leave**

1. All regular full-time employees shall earn eight (8) hours of sick leave per month. There will be no maximum carryover of accrued sick leave; however, the maximum amount of accrued sick time may not exceed ninety-six (96) hours in any calendar year.

- 2. Newly hired full-time employees are eligible for sick leave after completing three full months of employment to allow for accumulation of sick leave.
- 3. Sick leave may not be taken before it is earned.
- 4. Sick leave shall be reported in whole hour increments only.
- 5. Sick leave may only be used for the illness of the employee, an illness in the employee's immediate family [spouse, parent or child (natural, adopted, legal guardianship or through domestic partnerships)] and necessary medical appointments. When appropriate, employees are strongly encouraged to schedule appointments during non-working hours or as early or late in the day as possible. Failure to submit a pre-planned sick time off request five (5) calendar days prior to taking the time off is considered improperly submitted. Approved sick time, even if paid, but that is improperly submitted does not waive a violation of the attendance policy.
- 6. Properly pre-approved sick time for medical appointments are for up to three (3) hours. Properly pre-approved medical procedures are for eight (8) hours or more and the employee must notify HR of a pending medical procedure.
- 7. Sick leave requiring treatment for an ongoing serious health condition may require a medical certification pursuant to the District's Family & Medical Leave Policy; if the employee is out sick for three (3) or more consecutive days, the employee must make contact with a member of the HR/Risk Department to discuss FMLA options, if warranted.
- 8. If an employee has called out sick for three (3) or more consecutive shifts, the employee is required to bring in a physician's note supporting the absence prior to returning to work unless covered under the District's FMLA Policy or ADA if accommodations is requested.
- 9. The Health and safety of all Citrus Connection Employees is our priority. If a doctor's release/note is not provided, employees may be subject to the Attendance and Tardiness Policy Guidelines until appropriate documentation of the event is provided. The District reserves the right to deny the return to duty if a medical release or documentation of fitness for duty has not been obtained pursuant to an appropriate authorized medical professional standard under the FMLA regardless if it is an FMLA event. If the employee is unable to present the physician's excuse to HR/Risk as soon as it is received from the physician, the employee must still make contact with a member of the HR/Risk staff and present the excuse note to HR/Risk before he/she can be cleared to return to work (In the event the HR/Risk Department is closed, the employee must make contact with the supervisor on duty before he/she can be cleared to return to work. The supervisor on duty must electronically notify HR/Risk of the employee's return to work status immediately).

# **Sick Leave upon Separation**

When an employee leaves the employment of the District, the employee shall receive compensation for a percentage of the sick leave that has been accrued depending on length of service provided they have given a written two-week notice and work the complete notice period. Payout is based on the following schedule:

SICK LEAVE PAYOUT		
Length of Service	Percentage to be paid out	
8 - 10 Years	40% of all sick leave accrued	
11 - 19 Years	50% of all sick leave accrued	
20 + Years	60% of all sick leave accrued	

<sup>\*\*\*</sup>The maximum payout shall not exceed \$8,000.00\*\*\*

#### Part-time Employees

Part-time employees shall be granted thirty-two (32) hours of paid leave annually, on their anniversary date. The time must be used in whole-hour increments and the leave is only paid when a written request is submitted to the appropriate supervisor and the supervisor approves of the leave time being taken.

#### **Extended Leaves of Absence**

Pursuant to the District's Leave Policies (FMLA & Military Leaves), employees who are on an extended leave of absence from work for thirty (30) consecutive calendar days or more will not earn vacation nor sick leave hours during any such extended leave. The District may consider and grant an unpaid Leave of Absence (LOA) under some circumstances and in consideration of business needs.

#### **Article 22- Holidays**

Currently the District recognizes the following nine (9) paid holidays for full time employees:

New Year's Day Memorial Day Independence Day

Labor Day Thanksgiving Day Christmas Day

Martin Luther King Day President's Day Veteran's Day

Covered members will receive any additional recognized holidays that are agreed on by both the State and Federal government but that may not be recognized by the District. Employees who are scheduled off will be paid 8 hours of holiday pay. Should an employee who normally works a 10 hour shift have a holiday occur during their schedule that employee may supplement the hours with vacation time.

The District will recognize a covered member's birthday as a paid holiday. Covered members must submit a

written request five (5) calendar days in advance to take the time off during the work week of their birth date. Improper requests will require employee to work that day but employee will be paid eight (8) hours holiday.

However, given the nature of the District's mission, selection of holidays is a management prerogative. In the event additional funding is available to allow the District to provide service on any or all of the holidays, that is to classify the holiday as a service day, the District will notify the Union of the change of the holiday status within 10 business days of LAMTD Board of Directors budget adoption to discuss the impact of the bargaining unit of such action. Employees who are scheduled on service holidays will be required to work their shift and will receive eight (8) hours of holiday pay plus time worked on the holiday.

# **Article 23- Layoff/Recall**

A reduction in force is the termination of employees for reasons beyond their control, such as a lack of work because of reorganization, elimination or consolidation of jobs or job functions, partial or complete contract termination, or reduced level contract effort.

The District will first attempt to meet the full or partial requirements of a reduction in force by: Attrition, Including Voluntary resignations and retirement.

If the above methods fail to meet the required reduction, employees will be laid off by division in such a manner as to sustain the skills and special access requirements to fulfill contractual requirements. Should the District find it necessary to bypass junior employee(s) to satisfy these requirements; the District will meet with the Union in advance of such action to substantiate the reason(s) for the bypass.

Employees will be laid off according to their primary classification being reduced. Recall of employees from layoff shall be to their primary classification in reverse order. The Company shall send a notice of "Recall" by certified mail to the last address on file. If the employee fails to contact the Company within 15 days after the receipt of that letter, he/she will lose all recall and seniority rights. Recall rights shall terminate if an employee is not recalled within a period of twelve (12) months.

# **Article 24- Retirement**

A retiree is defined as any employee who separates from employment from the District with at least ten (10) years of full-time creditable service; or any employee who is at least sixty-five (65) years of age with eight (8) years of full-time creditable service immediately preceding the retirement separation date with the District.

Retirees, age 65 years of age or older, are encouraged to enroll in Medicare Parts A & B as required. However, as a retiree, employees are eligible to continue, as a supplemental, their health, dental, vision, and/or voluntary life insurance coverages from the District group carriers at their own expense and at the same rate as the group premiums the District pays on behalf of employees (voluntary life group premium rates are not subsidized by the District, but the employee may continue the benefit by paying the group premium rate - a reduced rate - charged by the carrier). Human Resources must be notified, in writing via the Retiree Continuation of Benefits Form, within thirty (30) days of separation if the retiring employee intends to continue all or some of the District's coverages herein.

Retirees who waive any rights to continue the health, dental, vision and/or voluntary life insurance plans, or

drop off any or all plans at a later date will not be eligible to re-enroll in any of the District group insurance plans.

Retirees may not enroll in any new coverage elections for which they were not enrolled in prior to separation.

Retirees may make plan election changes each year during the District's standard Open Enrollment period.

In addition to the benefits outlined above, retirees will receive an additional ten percent (10%) payout of sick leave above and beyond the normal sick leave payout employees receive upon separation from the District.

Employee will be eligible for the Florida Retirement System effective October 1, 2015

A covered employee who at retirement age shall receive compensation for a percentage of the sick leave that has been accrued depending on length of service provided they have given a written two week notice to Human Resources stating they are retiring and work the notice period.

SICK LEAVE PAYOUT UPON RETIREMENT		
Length of Service	Percentage to be paid out	
<mark>8</mark> - 10 Years	45% of all sick leave accrued	
11 - 19 Years	55% of all sick leave accrued	
20 + Years	65% of all sick leave accrued	

<sup>\*\*\*</sup>The maximum payout shall not exceed \$9,000.00\*\*\*

#### **Article 25- Meal periods**

Fixed Route and Para Transit operators may be required to take an unpaid break based on operational need.

#### **Article 26- Seniority**

New employees, regardless of classification, shall be considered on probation for a period of ninety days (90 days).

Seniority shall commence with the date of placement on the payroll of the District under this Agreement in any classification hereunder.

The Union shall manage the seniority list for all covered employees for shift bidding purposes. The District agrees to furnish the union with a seniority list upon ratification of this Collective Bargaining Agreement.

An employee who accepts an assignment in a supervisory capacity for the District and who accrued seniority under the Agreement at the time of such assignment shall return to their former seniority should they cease being a Supervisor within 60 days.

The District Human Resources Department shall provide to the Union, in writing, notification of a covered new hire member starting employment within 5 calendar days. Human Resources shall provide to the Union seniority information on new employees covered by the Collective Bargaining Agreement. When two or more employees are hired on the same day, the higher seniority dates shall be awarded to the employee(s) who's last 4 digits of his/her social security numbers are the highest. Example: An employee whose social security number ends with (0999) would have seniority over an employee with the last 4 digits of (0998).

When the District provides training or instruction on new equipment, employees normally performing work on that particular type of equipment and receiving the new equipment shall be offered the training in order of their seniority if operations needs are not affected. Senior employees bypassed for training shall have the opportunity to discuss the matter with HR to seek resolution. If the matter is not resolved the employee may grieve HR's determination according to Article 9. Any training that would result in a certification required by the contract shall be offered in seniority order in the appropriate classification.

#### **Article 27- Miscellaneous Pay Provisions**

In the event of death in the immediate family of an employee, he/she will be granted up to five (5) consecutive days within seven (7) calendar days of the initial bereavement leave with pay, not including such employee's days off, providing the employee substantiates the need for the emergency leave. For the purpose of this paragraph, the immediate family is defined as an employee's spouse, parent, child, step-child, step-parent, brother or sister. Covered members will be granted up to three (3) three consecutive day of bereavement pay for extended family members defined as grandparent, grandchild, uncle/aunt, niece/nephew, step-brother, step sister or in-law relationship. Special requests such as delayed arrangements must be approved by the department Director in writing.

Employee who serve on Jury Duty shall receive their normal scheduled hours from the District for time spent on Jury Duty.

Medical Certifications are required by the District and the District will pay for the medical exam for the employee. Time spent traveling and meeting with the doctor the district will annually pay up to 3 hours for the employee to complete the medical exam during unscheduled time. Citrus Connection will pay the cost for one DOT medical exam annually. The DOT Medical Certification is required by the District and is the sole responsibility of the employee to keep current.

Employees who [DELETE volunteer or] are required for their position to maintain a CDL shall be reimbursed up to \$50 for license renewal with proof of paid receipt submitted to Human Resources.

Employees who are required to report to work during an emergency (See Article 19) shall be subject to special pay provisions during the emergency. Employees required to work under the conditions listed below shall be paid as follows:

- 1. Hurricane Duty Once a hurricane has been forecasted and a state of emergency for the area has been declared by Local Emergency Services, employees performing duties in any capacity shall be paid an additional \$4.00 per hour rate until the emergency declaration by the County or governing authority has been terminated. This additional pay provision <a href="may.continue.after">may.continue.after</a> the storm passes if conditions are such that a state of emergency still exists. This pay provision may be applied for other emergencies determined at the sole discretion of the District.
- 2. Hazardous Working Condition- If a communicable disease or similar health hazard calls for Personal Protective Equipment (PPE) such as a mask or equal preventative measures while serving the public, or hours are worked on District property, covered employees shall be compensated an additional \$2.00 per hour for all hours worked during the health hazard situation at the sole discretion of the District. This additional pay provision may continue after the immediate health hazard has ended at the sole discretion of the District.

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#### Going the Extra Mile (GEM) Award

Any District employee may nominate another employee for the District's GEM award. Employees can nominate a co-worker by filling out a GEM nomination form and then on a monthly basis the Executive Director will select two (2) employees to receive the award.

- 1. Employees fill out a GEM nomination form.
- 2. Executive Director reviews the nomination forms and selects two (2) employees.
- 3. GEM recipients will be recognized at a LAMTD Board of Directors Meeting, receive VIP parking for the month, and receive a \$25 gift card.

# **Article 28- Promotions and Job Vacancies**

Before any new employee is hired in a job classification under this Agreement, employees covered by this Agreement shall be given an opportunity to qualify for such job classification in accordance with their qualifications and their seniority.

Any employee in a classification covered by this Agreement may request to be considered for reclassification or relocation opportunities under this provision by responding to posted job vacancies with the Human Resources Department. The vacancy will be awarded to the qualified senior employee, if any, who has the skill and ability necessary to do the job and who requests consideration through the job posting procedure. Nothing in this paragraph shall preclude an employee from bidding on more than one position stating his/her order of preference.

All jobs shall be posted concurrently, internally with external posting. Internal and external candidates who apply will participate in the selection process together. This article does not apply to supervisory positions which are left solely to the discretion of the District.

# **Article 29-Saving Clause**

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be determined to be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of the Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

# **Article 30- Duration**

Three (3) years.

Expiring midnight on September 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

TRANSPORT WORKERS UNION LOCAL 525
Ву:
Kevin Smith, President and/or Wes Warren, TWU Section Chairman
Witnesses
LAKELAND AREA MASS TRANSIT DISTRICT
Ву:
John Hall, LAMTD Chairman
Witness
LAKELAND AREA MASS TRANSIT DISTRICT D/B/A CITRUS CONNECTION
Ву:
Tom Phillips, Executive Director
Witness

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 9a

Agenda Item: Employee Handbook

Presenter: Steven Schaible, Director of Human Resources

Recommended

Action: Approve changes for Employee Handbook

Summary: The employee handbook has undergone revisions to bring

some items up to date. Today we will be covering those

changes.

Attachments: Draft Employee Handbook

# WELCOME FROM THE EXECUTIVE DIRECTOR

Welcome to the Lakeland Area Mass Transit District ("District") d/b/a Citrus Connection! The District strives to provide a pro-employee, family-friendly environment in which goal-oriented individuals thrive as they achieve ever-more demanding challenges. Its commitment to serving customers and to providing quality public transit is unwavering and we are pleased to have you as part of our team.

The District is an Equal Opportunity Employer. This means that we will extend equal opportunity to all individuals without regard for race, creed, gender, pregnancy, religion, national origin, citizenship, age, disability, political affiliation, marital status, sexual preference or identity, veteran status or any other protected characteristic in accordance with federal, state, and local laws. This policy affirms the District's commitment to the principles of fair employment and the elimination of all vestiges of unlawful discriminatory practices that might exist. We embrace fair treatment of employees based on merit and encourage all employees to take advantage of opportunities for promotion as they occur. We believe that each employee contributes directly to the District's growth and success and we look forward to you taking pride in being a member of our team.

This handbook was developed to describe some of the District's expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. It is designed to provide a work environment in which both customer interests and employee-interests are served, however, the policies and procedures outlined in the handbook will be applied at the discretion of the District. We reserve the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. Furthermore, the District reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described herein at any time, for any reason, with reasonable notice. We will make every effort to notify employees when an official change in policy or procedure is made however, employees are responsible for their own up-to-date knowledge about District policies, procedures, benefits, and working conditions. Should you have specific questions regarding any topic in this handbook, you are encouraged to contact the Human Resources Department. Federal, state, or local laws prevail in the event there is any conflict between them and the policies set forth herein

The employee handbook is not a contract of employment for a definite period nor is it intended to create contractual obligations for the District of any kind or for any period of time. Just as all employees are free to resign from the District at any time for any reason, the District has the right to terminate anyone at any time for any legal reason. This is known as the doctrine of "at will" employment.

Please review the policies, procedures, and benefits described in this handbook. You will be asked to affirm that you understand agree to abide by, and acknowledge your receipt of this Employee Handbook.

Thank you for choosing the Lakeland Area Mass Transit District as your employer of choice. We wish you much success and personal satisfaction in your career with us.

Thomas Phillips Executive Director

# MISSION, VISION & CORE VALUES

# MISSION:

To be a superior provider of transportation services that contribute to the economic growth and quality of life for the communities we serve.

# **VISION**

Effectively connecting people with their world through expanded, environmentally friendly service with full support of the communities we serve.

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# **CORE VALUES**

- Integrity
- Customer Focus
- Teamwork
- Trust
- Respect
- Fun/Humor

# **BUSINESS CONDUCT AND ETHICS**

# EQUAL EMPLOYMENT OPPORTUNITY POLICY & PROGRAM

The District is an Equal Opportunity Employer ("EOE") and does not discriminate based on race, creed, gender, pregnancy, religion, national origin, citizenship, age, disability, political affiliation, marital status, veteran status, gender identity or any other legally protected category in accordance with applicable federal, state and local laws. Employment opportunities include all employment practices, including recruitment, selection, promotions, terminations, inter-departmental transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment. No person shall be excluded from participating in, denied the benefits of, or be subject to discrimination in employment under any project, program or activity receiving federal financial assistance from the federal transit laws.

The overall goal of the District is to have, in its employ, individuals within its workforce that reflect each segment of the various demographical backgrounds that make up the Lakeland and Polk County urban area. This goal is extended to having members of the various ethnic backgrounds in various positions, such as supervisory, professional, and clerical and service delivery positions.

As part of the EEO ("Equal Employment Opportunity") Program, the District will make reasonable accommodations for disabled applicants and current employees and strongly prohibits discrimination, harassment, and/or retaliation in violation of law. We are committed to providing a fair and respectful work environment that is free from unlawful discrimination.

It is important to the District that each employee who joins our team be qualified to perform job duties set forth in the job description. All applicants are recruited and selected based on transferable skills, knowledge, previous work experience, and the minimum educational level for the specific position that is required for successful job performance. We are proud to offer equal employment opportunities, and we embrace the diversity that makes up our family of employees.

The District is a government agency, operating under the Federal Transit Administration and Florida Department of Transportation's employment rules, laws, guidelines, policies, and regulations. Every safety-sensitive applicant's background will be carefully reviewed to ensure the safety of all workers and the general public. Each applicant applying for a safety-sensitive position is required to complete and successfully pass a pre-employment drug test and Department of Transportation ("DOT") Physical. All non safety-sensitive applicants will be required to pass a pre-employment drug test.

# **MONITORING**

The Human Resources Director on behalf of the Executive Director monitors the EEO program/policy quarterly in an effort to address area(s) of underutilization according to the Goals and Timetables set forth and approved by the U.S. Department of Transportation Federal Transit Administration on January 6, 2004. This approval has been renewed several times and will expire on December 31, 2018 at which time we will seek continued renewal.

The Human Resources Director is responsible each calendar year for evaluating the EEO Program, and for recommending necessary corrective actions. The Human Resources Director is also responsible for maintaining EEO projections, and identifying which departments have failed to achieve any District EEO goals.

The Executive Director is responsible for approving the EEO Program, periodically reviewing progress toward achieving goals and timetables, and for taking any actions necessary to correct failures.

The Executive Director and the Human Resources Director will ensure that all management and supervisory staff give adequate opportunities to all qualified applicants and current employees.

# **COMPLAINTS**

If an employee and/or applicant believe that any civil rights under the Equal Employment Opportunity Laws have been violated, he or she should contact the HR/Risk Director immediately, physically located at 1212 George Jenkins Blvd. ~ Lakeland, FL 33815. Complaints can be made by emailing to EEO@RideCitrus.com. All reports are investigated to the extent possible.

An additional alternative for filing a complaint is directly with the Equal Employment Opportunity Commission: Phone: 1-800-669-4000 or 202-663-4900.

#### \*\*NOTE\*\*

The U.S. Equal Employment Opportunity Commission administers and ensures agency compliance with the EEO laws, regulations, policies, and guidelines. The central and regional offices are primarily responsible for encouraging resolutions and processing of EEO complaints and formal complaints, to include Alternative Dispute Resolution (ADR).

EEO Headquarters: U.S. Equal Employment Opportunity Commission

131 M Street, NE Washington, DC 20507

202-663-4900

Tampa Field Office: 501 East Polk Street, Suite 1000

Tampa, FL 33602 800-669-4000

Website: For further information, applicants and current employees may refer to the EEOC's website at www.eeoc.gov

# **CONFLICT OF INTEREST**

It is the policy of the District that all of its activities shall be conducted in accordance with the highest standards of integrity and ethics and in a manner that will not reflect or appear to reflect adversely on the District's credibility, objectivity, or fairness. Every individual to whom this Policy is applicable must maintain the highest standards of honesty and integrity and must refrain from any use whatsoever of his or her position at the District, or the information, privileges, or influence such position may provide, when such use is motivated by, or gives the appearance that it is motivated by, the desire for private gain or advantage for the employee, or for other persons, institutions, corporations, governmental agencies, and municipalities with which he or she has family, professional, business, or financial connection.

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Accordingly, no employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties and responsibilities at the District.

District employees at all levels and members of the Board of Directors are responsible to follow the intent of this policy and conduct themselves in a manner that avoids any real, apparent, or potential Conflict of Interest.

Officers, employees, agents, or any member of their immediate family, a partner or an organization which employs or is about to employ a family member or partner, and has a financial, personal or other interest in the firm selected for award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to sub agreement. Exceptions permitted are meals provided in conjunction with a business meeting, workshop, conference, or other similar gathering; or an unsolicited item estimated to cost less than one hundred dollars (\$100.00).

Additionally, officers and management employees responsible for oversight or the day to day operation of the District's business shall recuse themselves from discussions, direct planning activities, or decision-making knowingly related to the development and approval of transit services to organizations in which they hold an office, serve on the Board of Directors or otherwise might have a personal interest; services and activities that impact the utilization and generation of District revenue and compliance with regulatory requirements of grantors.

Financial Disclosure (CE Form 1, Statement of Financial Interest) will be completed and updated annually and as changes occur. Positions requiring a disclosure to be maintained on file include, but are not limited to, the Executive Director, contracting officers, contract administrators, purchasing agents, staff members identified by the Executive Director, and anyone involved in the award or administration of contracts. Member of the Board of Directors will complete related documentation required of their position by the State of Florida Commission on Ethics.

Penalties, sanctions, or other disciplinary action for conflict of interest violations will be in accordance with State law and/or the District's progressive discipline procedures. The District will follow Florida Statue 112, Part Three as it relates to Code Of Ethics for Public Officers and Employees.

# WHISTLE-BLOWER POLICY

The District is committed to preventing agencies or independent contractors from taking retaliatory action against an employee who reports to the appropriate designee violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public's health, safety, or welfare. It is further the intent of the District to prevent agencies and its independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of the District, public officer, or employee.

#### I. ACTIONS PROHIBITED

The District and any independent contractor employed by the District will not retaliate
against an employee by dismissing, disciplining, or taking any other adverse personnel
actions against that employee for disclosing the information pursuant to the provisions of this
policy.

- The District and any independent contractor employed by the District will not take any adverse action that affects the rights or interests of a person in retaliation for the person's disclosure of information under this policy
- The provisions of this policy shall not be applicable when an employee or person discloses information known by the employee or person to be false.

#### II. NATURE OF INFORMATION DISCLOSED

Employees are protected from any adverse personnel action if they report any of the following as set out in this to this Policy:

- Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee, agent of the District or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare.
- Any act or suspected act of gross mismanagement, malfeasance (legally unjustified), misfeasance (a wrong, actual or alleged, arising from or consisting of affirmative action), gross waste of public funds or gross neglect of duty committed by an employee or agent of the District or independent contractor.

#### III. TO WHOM INFORMATION DISCLOSED

The information disclosed under this section must be disclosed to the Executive Director in writing or fax to legal counsel at (863) 683-7445.

#### IV. EMPLOYEES AND PERSONS PROTECTED

Under this policy, employees and persons are protected who disclose information on their own initiative in a written and signed complaint to the Executive Director.

# VIII. EXISTING RIGHTS

This policy does not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract.

# REASONABLE ACCOMODATIONS (ADA & FCRA)

It is the policy of the District to provide equal employment opportunity to individuals with disabilities. This rule is intended to comply with and be interpreted consistently with the Florida Civil Rights Act ("FCRA") and the Americans with Disabilities Act ("ADA"), as amended. Any employee seeking a reasonable accommodation should contact Human Resources.

#### UNLAWFUL HARASSMENT POLICY

The District is committed to a work environment in which all individuals are treated with respect and dignity. We believe that each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices. Thus, the District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment. The District, also, **will not tolerate** discrimination or harassment of, or by our employees, contractors, consultants, agents, applicants, customers, or vendors.

The term "harassment" includes, but is not limited to, harassment based on any protected characteristic, including but not limited to slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's race, color, sex (includes discrimination against or harassment of individuals of the same sex). The policy also prohibit harassment based on, pregnancy, religion, national origin, citizenship, age, disability, marital status and any other characteristic protected by law.

"Harassment" may include a range of subtle and not so subtle unwelcome behaviors. They are actions that create a work environment that is intimidating, hostile abusive or offensive. Two examples of this are:

- Actions that create a work environment that is intimidating, hostile, abusive, or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions, whether sexually-oriented or otherwise related to a protected class and/or characteristic.
- The distribution, display, or discussion of any written or graphic material, including emails, calendars, posters, cartoons, or names, that belittle or show hostility or aversion toward an individual, his/her relatives, friends or associates or a group because of protected status.

All employees and applicants are covered by this policy and are strictly prohibited from engaging in any form of discriminatory or harassing conduct. Furthermore, no employee has the authority to suggest to another employee or applicant that the individual's employment, continued employment, or future advancement will be affected in any way by entering into, or refusing to enter into, a personal relationship. Such conduct is a direct violation of this policy.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace. Employees must immediately report any direct or indirect harassment so that an investigation can immediately begin.

# Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Retaliation is prohibited. The District will not tolerate retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment, or discrimination is a serious violation of this policy and, like harassment, bullying or discrimination itself, will be subject to disciplinary action, up to and including termination.

#### REPORTING PROCEDURES AND INVESTIGATION

The District **requires** all employees to report immediately all incidents of unlawful discrimination, harassment, or retaliation, regardless of the offender's identity or position. Employees who believe they have experienced or witnessed conduct contrary to the District's policy or who have concerns about such matters must make their complaints with the Director of HR & Risk, or Human Resources Manager or the Executive Director, whereupon the matter will be discreetly and thoroughly investigated. During the internal investigation, all employees are required to cooperate if interviewed. The District will then take immediate steps reasonable calculated to stop any behavior that violates this policy, and see that it does not repeat itself. Disciplinary action calculated to end the discrimination or harassment, up to, and including termination, will be taken.

Any person utilizing this complaint resolution process will be treated courteously and the problem will be handled swiftly and as confidentially as possible in light of all the circumstances, with appropriate corrective action being taken. No one will retaliate against employees for making a complaint, nor will it have an adverse impact on their employment status.

Please keep in mind that the very nature of discrimination, harassment and retaliation makes it virtually impossible to detect unless a complaint is reported. Do not assume that the District is aware of the problem! It is your responsibility to bring this information to the attention of the District so the issue can be resolved.

# **BULLYING POLICY**

Bullying of any employee of the District is prohibited; through the use of data or computer software that is accessed through a computer, computer system, or computer network of the District. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section. Bullying means; systematically and chronically inflicting physical hurt of psychological distress on one or more employees and may involve; teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public humiliation or destruction of property.

Harassment under the Bullying Policy means any verbal, non-verbal or physical conduct directed against another employee:

- Examples of Verbal bullying may include; slandering, using another employee as butt of joke, spreading rumors, criticizing in public, offensive language.
- Examples of non-verbal bullying may include; gestures, offensive images.
- Examples of physical bullying may include; pushing, launching an object, tripping, unwanted touching.
- Places a District employee in reasonable fear of harm to his or her person or damage to his or her property.
- Has the effect of substantially interfering with employee's performance, opportunities or benefits.
- Has the effect of substantially disrupting the orderly operation of business
- Definitions in fs.815.03 and the definition in fs. 784.048(1)(d) relating to stalking are applicable to this section.

# The definitions of "bullying" and "harassment" may include:

- Retaliation against a District employee by another employee for asserting or alleging an act of bullying or harassment.
- Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
- Exclusion from work related activities.
- Perpetuation of conduct listed above by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to an employee by incitement or coercion. Which can be, but not limited to, use of electronic media or social media with the intent to substantially interfere with another employee's work or privacy.

# Violation of this policy will subject an employee to disciplinary action, up to and including <u>immediate</u> termination.

The District **requires** all employees to report immediately all incidents of bullying, harassment, or retaliation, regardless of the offender's identity or position. Employees who believe they have experienced or witnessed conduct contrary to the District's policy or who have concerns about such matters must make their complaints with the Director of HR & Risk or the Executive Director, whereupon the matter will be discreetly and thoroughly investigated. The District will then take immediate steps to stop any behavior that violates this policy, and see that it does not repeat itself. Disciplinary action calculated to end the bullying or harassment, up to, and including termination, will be taken.

Any person utilizing this complaint resolution process will be treated courteously and the problem will be handled swiftly and as confidentially as possible in light of all the circumstances, with appropriate corrective action being taken. No one will retaliate against employees for making a complaint, nor will it have an adverse impact on their employment status.

Please keep in mind that the very nature of bullying, harassment and retaliation makes it virtually impossible to detect unless a complaint is reported. Do not assume that the District is aware of the problem! It is your responsibility to bring this information to the attention of the District so the issue can be resolved.

#### **COMMUNICATION METHODS**

Effective communication is one of the hallmarks of any successful organization. How well employees communicate with one another, how well employees and managers communicate with one another, and how well we all communicate with our customers (the citizens we serve) often determines the level of success and satisfaction that is realized by all. Therefore, we expect all employees of the District to embrace effective communications as a core value, and to practice it each and every day.

The following are some thoughts on effective communication: (1) Communicate with everyone in a professional manner, with respect, dignity and in a manner so as not to offend (what we say and how we say it are equally important); (2) What we do not say can also be equally as important - don't gossip - don't lie – keep confidential information confidential; (3) Remember that half of being an effective communicator is being a good listener; (4) If you have an idea, please share it; (5) If you have useful information that can help someone, please share it; (6) If you have a question or if you are not sure about something, please ask; and (7) Report violations of District policies to the Human Resources Department immediately.

#### TYPES OF INTERNAL COMMUNICATIONS AVAILABLE TO EMPLOYEES

In order to promote effective communication within our organization, the District provides many mediums through which employees may obtain and share information. This Policy and Procedures Manual is one such way of conveying information to all employees.

The following is a brief description of some of the communication vehicles available to you as a District employee. You are encouraged to use these methods in order to obtain and to share information:

#### A. BULLETIN BOARDS

Bulletin Boards are located throughout District properties and are convenient to most employees. Know where bulletin boards are located and make it a habit of checking often for announcements of special events, changes of policies, transfer/promotion opportunities and other items of interest which will be posted there. Please note that these bulletin boards are for District-related business only.

#### **B. INTERNET SITE**

The District's internet address is: www.ridecitrus.com. You may access our site from work or from your home computer to obtain a vast amount of information about our organization, including viewing current job vacancies. Visit us on the Internet and you'll be amazed at what information is available.

# C. INTRANET SITE

Citrus Connection Intranet Portal is the agency's employee Intranet, functioning mainly as a platform to communicate important announcements, store commonly accessed template forms for use across different departments, and communicate information about each department's procedures. Intranet Portal also provides web pages containing important links to and information about external public transit related resources. Suggestions to add or edit information on Intranet Portal should be communicated to the Intranet Portal webmaster.

# D. DISTRICT NEWSLETTERS (Citrus Connector & Drivers Digest)

Human Resources & Risk Management Department produces monthly newsletters which are distributed. These newsletters include information on current District events/issues, and recognition of those employees who are newly hired or promoted or who achieve career milestones, birthday celebrations, etc. This is one of the District's most important forms of communication with our employees.

# E. QUARTERLY EMPLOYEE MEETINGS

Each quarter, town hall meetings are held at various times in which management provides information on upcoming projects within each department, responds to questions, addresses concerns and provides District updates to all employees.

#### F. ANNUAL EMPLOYEE MEETING

Once a year, an annual employee meeting will be conducted to inform all employees of the District goals and discuss important issues that involve all employees. This meeting is planned so that the maximum amount of employees can attend the meeting. Attendance may be required, with a 30 day notification of the meeting date and time. Preauthorization waivers of non-attendance will be available prior to the meeting and must have signed approved by the Executive Director prior to the meeting. Failing to attend or 5 minutes late without preauthorization will result in a one day unpaid suspension. If you experience a medical emergency and were unable to attend, a medical note from a doctor will be required to waive the suspension.

#### G. STANDARD OPERATING PROCEDURES

Departments have their own written Standard Operating Procedures (SOPs). These SOPs generally contain work place rules, procedures and task descriptions specific to that Department. Please become familiar with your Department's SOPs, if applicable.

#### H. OPEN DOOR POLICY

The District has adopted an open door policy to encourage communication, feedback, and discussion about any matter of importance to an employee. Our open door policy means that employees are free to speak with any manager and/or supervisor at any time. However, complaints of harassment, including but not limited to sexual harassment, must be reported to the Executive Director or Director of HR & Risk. Employees seeking to meet with the Executive Director must contact the Executive Assistant to set a meeting appointment to use the Open Door Policy.

The Open Door Policy is not a substitute for formally complaining about discrimination but intended for formally improving operations and District Management. Most problems can and should be resolved by discussion with your immediate supervisor; this method is encouraged as your first effort to solve a problem. However, an open door policy means that you may also discuss your issues and concerns with the next level of management. No matter how you approach your problem, complaint, or suggestion, you will find managers and/or supervisors at all levels of the organization willing to listen and to help bring about a solution or a clarification.

Sometimes your management chain is not in a position to respond to your question or to resolve your concern; you may then be referred to someone outside of your chain of command that can help you. If for some reason, however, you feel that you cannot address your concern with anyone in your direct management chain, you may contact the Director, HR & Risk for advice or further direction.

Any employee exercising the right to discuss a concern under this section with a member of management above his/her immediate supervisor will not be discriminated or retaliated against in any way.

# ABOUT YOUR EMPLOYMENT

#### EMPLOYMENT AT WILL

All employment in Florida is to be "at-will" for all employees who do not have a formal written employment contract for a specified, fixed term. "At-will" means that employees are free to terminate their employment at any time, for any reason or for no reason at all. Likewise, employers have the same rights and are free to hire and discharge employees at any time providing the reason for the discharge or hire is not unlawful

Supervisory and management personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the District which are not consistent with District policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, can alter the at-will nature of employment or imply that discharge will occur only for cause, and should not be interpreted that way. Employees that are covered under the Collective Bargaining Agreement are subject to the terms and conditions set forth in the agreement.

This policy may not be modified by any statements contained in this handbook or any other employee handbooks, employment applications, District recruiting materials, District memoranda or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, are to create neither an expressed nor implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment. Similarly, District policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the District's part, or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination set forth in this handbook or in any other District documents are illustrative examples only, not all-inclusive lists, and are not intended to restrict or modify the District's right to terminate at-will.

Completion of a probationary period or conferral of regular status does not change an employee's status as an employee-at-will or in any way restrict the District's right to terminate such an employee or change the terms or conditions of employment.

# EMPLOYEE HANDBOOK

The information provided is an overview of the fringe benefits, deferred compensation matching plan, group insurance policies and company policies and is intended to be a handy reference for the convenience of the employees. This Employee Handbook applies to all employees and is specific at times to employee designations of Bargaining, Non-Bargaining and Part Time employees. Many policies have been condensed or simplified for reference purposes. Expanded policy information is available on the intranet and should be reviewed by all employees for more specific information. The HR website policies will serve as the official and approved policies of the District.

# NEW EMPLOYEES- EMPLOYMENT RELATED DRUG SCREENS, PHYSICALS & BACKGROUND SCREENS

#### A. PRE-EMPLOYMENT DRUG SCREEN

The District is a Drug-Free Workplace; therefore, all applicants selected for employment must satisfactorily complete a pre-placement drug screening. The screening will be scheduled at a health provider designated by the District.

# B. D.O.T. PHYSICALS FOR COMMERCIAL DRIVER LICENSES (CDL)

All Commercial Driver License ("CDL") drivers who are required to hold a valid CDL for District work must have a Department of Transportation ("DOT") physical examination prior to hire and every two years thereafter. The basic DOT physicals will be performed at a health provider designated by the District every 24 months. It is the employee's sole responsibility to ensure their CDL and DOT Medical Certification is valid. For current employees, the time required to complete the basic DOT physical will be considered as work time and will not be charged to the employee's sick or vacation time. Employees will NOT operate any equipment that requires a CDL unless that employee has been medically cleared to do so.

CDL employees who do not pass the DOT physical will be required to "coordinate" an appropriate follow up with their health care provider. However, the actual follow-up testing and/or treatment shall be performed by the employee's personal physician(s) at the employee's expense (or through their personal health insurance).

CDL employees who become medically cleared through additional medical treatment will be required to have periodic physicals as determined by the health provider. The safety of our Operators and the public is of paramount importance.

# C. BACKGROUND INVESTIGATIONS

All employees in all positions are required to have a background check prior to starting employment. Those employees in safety sensitive positions are required to have a background check every five years following their date of hire. All employees are required to report immediately to Human Resources any criminal arrest. Human Resources on a regular basis conducts background investigations on all existing employees.

# **NEPOTISM POLICY**

Employment of related persons in a work-related unit will be permitted provided that such employment will not involve any conflict of interest, including but not limited to, participation by the related person in making recommendations or decisions specifically affecting the appointment, retention, tenure, work assignment, performance evaluation, investigations, discipline, promotion, demotion, or salary of the related person. It would be a conflict of interest for related people to work in a direct supervisor-subordinate role, but it may not be a conflict of interest for related people to work in two separate departments.

The related persons will acknowledge the relationship exists prior to employment or immediately following any change in relationship status and remove themselves from all work place activities involving the other party.

Pursuant to Florida Statute 112.3135, "related persons" are those related to a public official of the agency in one of the following ways: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-bother. Florida Statutes provide that no public official or employee may appoint, employ, promote, advance or advocate for appointment, employment, promotion or advancement, in or to a position in the district in which he/she is serving, any individual who is a relative of the public official or employee.

All LAMTD staff bear an affirmative responsibility for sustaining a positive workplace environment and one, which is conducive to the professional growth of all employees. Failure to disclose a relationship will be regarded as a serious lapse in the management of the workplace and grounds for appropriate disciplinary action; including termination (particularly in cases where bias or harassment has occurred in connection with a benefit). It is incumbent on all department heads and other administrative personnel to insure that the law is not violated. Should any questions arise concerning the employment of relatives, they should be referred to the Director of Human Resources.

#### CONSENSUAL RELATIONSHIP AGREEMENT

The consensual relationship agreement has been put into effect by the District to assure that any employees who have entered into a consensual relationship agree to act professionally towards each other at all times, even after the relationship has ended. Employees who engage in any unprofessional or inappropriate conduct toward the other person may violate the Districts anti-harassment policy.

The employee(s) will acknowledge the relationship exists prior to employment or immediately following any change in relationship status, failure to disclose a relationship will be regarded as a serious lapse in the management of the workplace and grounds for appropriate disciplinary action.

# **EMPLOYMENT APPLICATIONS**

The District relies upon the accuracy of all information obtained during the recruiting and hiring process. This includes but is not limited to: previous employment history, educational history, background check data, etc. Any falsification or misrepresentation of facts may by sufficient cause for discipline up to and including termination.

# **PERFORMANCE REVIEWS**

The District will endeavor to review each employee based on their date of hire or promotion into a new position or classification. A performance review is not connected to a merit increase or increase in compensation.

In addition to the formal performance review process, Directors, Managers and Supervisors are encouraged to discuss an employee's job performance on a frequent and ongoing basis.

#### **OUTSIDE EMPLOYMENT**

What an employee does on their off duty hours is usually a matter of personal business, however, before accepting outside employment, an employee is required to obtain written permission from their Department Director. A request must be submitted and approval granted for each outside employment in which an employee wishes to engage. A copy of the standard request form shall be forwarded to the Human Resources Department for inclusion in the employee's personnel record. Employees who are subject to Florida Department of Transportation or United States Department of Transportation regulations must meet and comply with departmental rules for hours worked and Director approval for outside employment.

Careful consideration should be given to assure that an outside job: (a) is not in violation of District policy or the State conflict of interest laws; (b) will not affect or restrict your availability for work or efficiency in your job role. Essentially, Florida Statute, Chapter 112.313(7) prohibits a public officer or employee from having a relationship or employment that will (either) create a *continuing or frequently recurring* conflict of interest (or) any relationship or employment that would *impede the full and faithful discharge* of public duties. Violation of this policy and/or the law will result in disciplinary action, up to and including termination.

Therefore, employees are advised to refer to Part III of Chapter 112 of the Florida Statutes when in doubt about engaging in employment that may be a possible conflict of interest with their employment.

# INITIAL PROBATION PERIOD

New employees will serve an initial (90) ninety-day evaluation period. During this period, new employees will have the opportunity to evaluate the District as a place to work and the District's management will have an opportunity to evaluate the employee through closer supervision and training. At the completion of the ninety-day evaluation period a new employee will receive a performance evaluation.

Maximum emphasis is placed on the employee's skill, character, efficiency, courtesy, and dependability. Employees who, either during the introductory period or at any time during their employment, fail to demonstrate the commitment, performance and positive attitude expected by the District, may be terminated at any time. The District may, at its discretion, extend the initial evaluation period for an additional period of time.

If an employee's job performance does not improve within 180 days, he/she will be counseled by his/her supervisor that the employee may be subject to disciplinary action if no improvement is shown. Supervisors have an obligation to provide ongoing counseling and feedback to employees in an effort to provide the means for improvement on the job. Employees are reviewed after their initial 90 days of employment and on the anniversary date of their hire date or promotion date thereafter.

Completion of the introductory period does not change or alter the "at-will" employment relationship. The District strongly believes that people are the key to its success. During the initial evaluation period, more experienced employees are encouraged to share their knowledge and help new employees adjust to their new job and new employees should not hesitate to ask questions to attempt to learn as much as possible about the team.

#### **PROMOTIONS**

The District encourages promotion from within the organization whenever possible. All openings will be posted on the Citrus Connection website so employees are aware of, and may apply for, positions in which they are interested and for which they may be qualified. However, we reserve the right to seek qualified applicants outside the organization at our discretion.

To be considered for promotion, an employee must have successfully completed his/her initial probationary period, be employed in his/her current position for at least six (6) months, meet the qualifications for the vacant position and are not within a 6 month period of disciplinary action given.

# EMPLOYMENT STATUS AND RECORDS

# **EMPLOYMENT CATEGORIES**

All District positions have been created with specific needs in mind and approved by the Board. Employment status designates eligibility for benefits. Each District position has been placed in one of the following categories:

- **Regular Full-Time** A position funded to maintain normal operations on a continuing basis with a minimum workload of thirty (30) hours or more per week. An individual employed in this status is entitled to all District benefits.
- Regular Part-Time A position funded to maintain normal operations on a continuing basis with a normal workload of less than thirty (30) hours per week. An individual employed in this status is entitled to limited benefits (as established under part-time vacation leave andthe Employee Assistance Program). Regular part-time employees are not eligible for health insurance coverage and are not eligible for merit increases.
- **Temporary Full-Time** A position funded to fill the need for an individual to perform work for a period of time without the expectation of eventually filling a regular full-time position. The position works a minimum 30 hours or more per week. An individual employed in this status is not entitled to District benefits as specified in the employment agreement.
- Temporary Part-Time A position funded to fill the need for an individual to perform work on a Per Diem basis for an unlimited period of time. Employees in this category carry a normal workload of less than 30 hours per week and normally work a sporadic schedule. These employees are not entitled to any other benefits including merit increases. They must, according to law, contribute the prescribed amount of Social Security and Federal Income Tax contributions.

Employees are also deemed to be either Safety Sensitive or Support/Administrative employee as defined below.

Safety Sensitive employee is defined as any employee that controls the movement of a revenue service vehicle (bus), any employee that repairs a revenue service vehicle; any employee that checks and refills fuel/oil to a revenue service vehicle, even if the revenue service vehicle is not in service; maintenance of a revenue service vehicle or equipment used in a revenue service vehicle; and parts repair of a revenue service vehicle, to include Bus Operators, Dispatchers/Schedulers, Maintenance Technicians and others as defined. Safety Sensitive employees will be required to report to work during emergencies or local evacuations regardless of designated holiday, approved vacation, or on other scheduled time off at discretion of Department Director.

Bus Handlers are defined as any employee who maneuvers a bus in the maintenance garage area, maintenance yard, and in parking areas.

Support/administrative employees: any employee not classified as a safety sensitive employee or bus handler.

## **APPOINTMENTS**

The Executive Director is appointed by and serves at the discretion of the Board of Directors. Employees appointed by the Executive Director serve at the Executive Director's discretion.

Executive Director Appointments shall fill an essential vacancy for an interim period and will be based on the appointee's minimum qualifications for the position.

## EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept in the Human Resources office. Your personnel file contains your name, title and/or position held, job description, department to which you are assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting you, including discipline, and other pertinent information. Medical information is contained in a separate confidential file. Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, confidential personnel files shall not be released to any other individuals, including the press, without your written consent, except in response to a valid court order or government request directing the provision of information from personnel files, or a valid Public Records Act request.

Employees must keep Human Resources informed of their current address, email and telephone number and any changes in dependent status.

# **COMPENSATION AND BENEFIT PROGRAMS**

#### **MERIT PAY INCREASES**

All non-bargaining unit regular full-time employees are eligible for a merit increase.

Merit increases shall be granted for expanded job duties, increased responsibilities, job reclassification during the preceding twelve (12) month period, as applicable. Merit pay increases shall be delayed or denied if job benchmarks are not met. Merit pay is not tied to performance reviews and the Director must submit a written justification before an employee will be granted a merit increase.

#### **DEFERRED COMPENSATION**

The District provides participation in the District's deferred compensation program for all employees who elect to participate. The maximum amount that can be contributed during any calendar year is determined by federal tax code. Only the employee contributes to this plan. Neither the deferred amount nor earnings on the investments are subject to current federal income taxes. Taxes are paid when the deferred income is received by employee, presumably at retirement when employee is at a lower income bracket. Employees with questions regarding the deferred compensation program should contact the Human Resource office.

## DIRECT DEPOSIT

For the majority of District employees, the pay period is bi-weekly in duration beginning at 12:00AM on a given Sunday and ending two weeks later at 11:59PM on Saturday. Paychecks/Deposit Advices are normally issued by 12PM on the Thursday following the end of the pay period.

Should you not be available for paycheck/deposit advice distribution, you should provide written authorization to Human Resources with alternate arrangements **prior** to distribution of paychecks. The written authorization should include your signature and the name of the person receiving your check/deposit advice. The person receiving your paycheck/deposit advice must show proper identification and sign a receipt for your paycheck/deposit advice at Customer Service. Errors in your paycheck should be reported **immediately** to your supervisor.

All current regular full-time and part-time employees have the option of utilizing direct deposit for their paycheck. Employees who do not wish to participate in direct deposit will have a manual check issued by 12PM on Thursday following the end of the payroll period.

In most cases, direct deposits will be made beginning the first pay period after receipt of the Authorization Agreement for Direct Deposit form. A direct deposit means no live check will be issued; an employee's payment will be credited to their account by midnight. Generally, employees will see their pay in their bank account after it has been posted by their bank on pay day.

An employee will receive a deposit advice or voided paystub, which is an earnings statement, on pay day listing their gross pay, all applicable deductions and net pay amount.

If an employee changes their direct deposit information due to opening a new account or changing banks, a new Authorization Agreement for Direct Deposit form must be completed and submitted to the Human Resources Department.

For questions regarding this policy, please contact Human Resources.

## **VACATION TIME**

All regular full-time employees with less than five (5) years of continuous service shall earn eight (8) hours of vacation time per month. Employees are first eligible for time off after completing a ninety (90) day probationary period.

Vacation time may not be taken before it is earned. Vacation time may only be accrued for regular full time employees.

Vacation time shall be taken in increments of no less than one hour.

It is the employee's responsibility to make sure proper department procedure is followed to ensure payroll department receives notice when vacation time is taken so employee will receive compensation.

Vacation time must be used within the calendar year following the year it is earned except for that portion of leave that is subject to carry-over. The maximum unused annual leave that may be carried-over is twenty (20) days or one hundred sixty hours (160) hours.

VACATION LEAVE			
*LENGTH OF SERVICE	*MONTHLY	*MAXIMUM ANNUALIZED	
	ACCRUAL RATES	RATES	
0 – 4 YEARS	8 HOURS	96 HOURS (12 DAYS)	
5 – 15 YEARS	10 HOURS	120 HOURS (15 DAYS)	
16 + YEARS	13.33 HOURS	160 HOURS (20 DAYS)	

Employees who are absent from work for thirty (30) consecutive calendar days or more will not earn vacation benefits during any such leave. Employees will be paid for all earned and accrued vacation time upon separation of employment. Time off must be authorized in advance by *their appropriate Supervisor* and must be requested by close of business Wednesday of the week prior to the vacation time off. Approvals after Wednesday for the following week will be subject to the attendance policy. Employees will receive cash payment for accrued but not used vacation time for giving and working a two (2) week resignation in writing.

## PERSONAL LEAVE-PART TIME EMPLOYEES

Part-time employees shall be granted thirty-two (32) hours of paid leave annually, on their anniversary date. The time must be used in whole-hour increments and the leave may only be paid when a written request is submitted to the appropriate supervisor by close of business Wednesday prior to the week of the paid leave and the supervisor approves of the leave time being taken. There is no carryover provision from one year to the next.

#### SICK TIME

From time to time an employee may encounter serious health conditions that prevent prompt and consistent attendance. Exceptions to this policy will be made in accordance with the District's Family & Medical Leave Act Policy ("FMLA").

- All regular full-time employees shall earn eight (8) hours of sick leave per month. There will be no maximum carryover of accrued sick leave; however, the maximum amount of accrued sick time may not exceed ninety-six (96) hours in any calendar year.
- Newly hired full-time employees are eligible for sick time after completing three full months of employment to allow for accumulation of sick time.
- All pre-approved sick time is excused. If not pre-approved the attendance policy will be applied.
- Sick time is considered earned on your anniversary date each month. Sick time may not be taken before it is earned.
- Sick time shall be reported in **whole hour** increments only. Planned sick time must be submitted by close of business the previous Wednesday. Approved scheduled appointments are for three (3) hours. Approved scheduled procedures are for a full day (8+hrs) and also require the employee notify Human Resources.

- Sick time may only be used for the illness of the employee, an illness in the employee's immediate family [spouse, parent or child (natural, adopted, legal guardianship)] and necessary medical appointments. When appropriate, employees are strongly encouraged to schedule appointments during non-working hours or as early or late in the day as possible.
- Sick time requiring treatment for an ongoing serious health condition may require a medical certification pursuant to the District's Family & Medical Leave Policy; if the employee is out sick for three (3) or more consecutive days, the employee must make contact with a member of the HR/Risk Department to discuss FMLA options, if warranted.

If the employee is out sick for three (3) or more consecutive days he/she must present a physician's return to work note to HR/Risk. In turn the appropriate staff will be notified of the employee's extended absence. Employees are required to call in each day they are absent; with exception of a physician's note excusing him/her from work for a specific period of time.

- If the employee is unable to present the physician's excuse to HR/Risk as soon as it is received from the physician, the employee must still make contact with a member of the HR/Risk staff and present the excuse note to HR/Risk before he/she can be cleared to return to work (In the event the HR/Risk Department is closed, the employee must make contact with the supervisor on duty before he/she can be cleared to return to work. The supervisor on duty must electronically notify HR/Risk of the employee's return to work status immediately). Any medical note or document received from doctor must be sent to Human Resources.
- Because of the Health Insurance Portability & Accountability Act (HIPAA), at no time will any member of the Human Resources/Risk Department discuss any employee's medical condition with anyone internally or externally unless provided with a written consent by the employee.

## SICK LEAVE PAYOUT UPON SEPARATION

When an employee leaves the employment of the District, the employee shall receive compensation for a percentage of the sick leave that has been accrued depending on length of service. Payout will occur when an employee separates voluntarily from the District with a two week written notice. Payouts will not occur if an employee separates involuntarily regardless of their circumstances. Payout is based on the following schedule:

SICK TIME PAYOUT		
Length of Service	Percentage to be paid out	
5-10 Years	30 % of all sick leave accrued	
11-19 Years	40% of all sick leave accrued	
20 + years	50% of all sick leave accrued	

\*\*\*The maximum payout shall not exceed \$8,000.00\*\*\*

#### **HOLIDAYS**

Regular full-time employees are eligible to receive compensation on approved District holidays. To be eligible for holiday pay, an employee must work the day before and the day after the holiday, unless:

- The employee has arranged in advance to take benefit time before and/or after the holiday
- Is not scheduled;

HOLIDAYS		
NEW YEARS DAY	JANUARY 1ST	
MARTIN LUTHER KING DAY	THIRD MONDAY IN JANUARY	
PRESIDENT'S DAY	THIRD MONDAY IN FEBRUARY	
MEMORIAL DAY	LAST MONDAY IN MAY	
INDEPENDENCE DAY	JULY 4TH	
LABOR DAY	FIRST MONDAY IN SEPTEMBER	
COLUMBUS DAY	SECOND MONDAY IN OCTOBER	
VETERAN'S DAY	NOVEMBER 11TH	
THANKSGIVING DAY	FOURTH THURSDAY IN NOVEMBER	
CHRISTMAS DAY	DECEMBER 25TH	

- Eligible regular full-time employee will be paid eight hours for a holiday.
- If a Federal Holiday falls on a Saturday in which the transit service is in operation, non-service delivery personnel will be required to observe the holiday the Friday before unless the position requires personnel to support Revenue Services.
- Service-delivery personnel scheduled to work the Friday before the holiday will be paid for any hours worked (as per the employee's normal work schedule) plus holiday pay.
- If a Federal Holiday falls on a Sunday (a non-work day for all employees), the holiday will be observed that following Monday.
- If a recognized holiday falls on a day that the employee is on an eligible absence including but not limited to FMLA, Military Leave, Domestic Leave etc., the employee is not eligible for holiday pay; however, the employee may use any hours already accrued in their vacation bank to supplement holiday pay.
- When a holiday occurs during an employee's scheduled vacation, the employee should not document the holiday as a vacation day. The holiday will be compensated as per the policy guidelines outlined herein and should be documented on the employee's timesheet as holiday pay (no less than eight hours) by the supervisor.
- Some holidays may be designated as a service holiday and employees will be scheduled to work.
   Employees that work on a service holiday will receive regular pay and holiday pay in accordance with this policy.

• The District recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the District's list of observed holidays. Employees requesting to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the ability of the District to conduct business, providing prior approval has been obtained from the employee's supervisor. Employees may use accumulated paid vacation leave on such occasions.

#### EMPLOYEE UNIFORMS

Certain employees of the Transit District are furnished with uniforms at no cost to them. Employees who are issued uniforms generally receive them on the following criteria:

- 1. where uniforms should be worn for identification purposes; or
- 2. where the nature of the work is usually dirty causing considerable wear and tear to clothing and requiring considerable cleaning.

Uniforms may be issued to all qualified employees in a manner consistent with the type of work performed. Employees performing tasks which are hard on clothing may be eligible for more uniforms than employees performing tasks which do not normally cause excessive wear. However, employees are expected to utilize proper care for all uniforms issued. It will be the responsibility of the Director to authorize issuance of uniforms in an equitable manner consistent with available budget funds.

Five polo shirts shall be issued to all full-time Bus Operators each year. Two polo shirts shall be issued to all part-time Bus Operators each year. A set of uniforms consists of a Citrus Connection picture identification badge, electronic access badge, and polo shirt. One jacket shall also be made available to all Bus Operators bi-annually or on an as-needed basis. Employees may elect to purchase additional uniforms from select vendors. Employees are responsible for ensuring slacks and footwear meeting department guidelines. Uniformed employees are expected to meet dress code requirements or will be sent home and may be subject to disciplinary action.

Under no circumstances will issued uniforms be worn during off duty hours unless specifically authorized by a supervisor.

## **JURY/WITNESS DUTY**

Full time non-bargaining unit employee required to serve jury duty shall be relieved of responsibility for the regular work shift or portion of the shift. The District shall pay the employee the amount that would have been received had the employee worked the regular shift.

An employee required to attend legal proceedings involving District business during the regular work shift shall be paid as if engaged in regular work activities.

#### NOTIFICATION/RESPONSIBILITIES

An employee required to serve jury duty, witness duty, or attend a deposition hearing shall supply the immediate supervisor with a copy of the official notice/subpoena specifying dates and times. For cases involving the District where an employee serves as a witness or attends a deposition hearing, the supervisor shall immediately contact the Executive Director who will coordinate with the District's attorney.

An employee who attends court for only a portion of a scheduled work shift is expected to report to the supervisor when excused or released by the court. An employee required to attend court while on a scheduled vacation or District holiday will be eligible for this benefit and may reschedule the vacation or holiday. An employee required to attend any legal proceeding involving the District during off-duty time shall be compensated in accordance with existing the District pay policies.

#### **HEALTH INSURANCE**

The District offers fully insured plans with strong nationwide provider networks for full time employees. Some limited insurance benefits may be extended to part time employees. Health benefits and carriers may be changed by the District from time to time.

Plans offered include:

- Medical
- Prescription
- Dental
- Vision
- Basic Group Life Insurance
- Voluntary Life Insurance
- Employee Assistance Program
- Long Term Disability

Medical (Open Access Low Plan) and Dental (DHMO plan) benefits are one hundred percent (100%) District-paid for full time employees.

Summary Plan Description (SPD) booklets are distributed when insurance benefits become effective. For an outline of the District Health plan, employees may contact the Human Resources Department to obtain SPD.

## FLORIDA RETIREMENT SYSTEM (FRS)

The District participates in the Florida Retirement System (FRS) which is the nation's fourth largest pension plan system. The FRS gives qualified employees a choice between two options and may take up to eight months after date of hire to elect an option.

# HEALTH INSURANCE REIMBURSEMENT POLICY

Full-time employees may request reimbursement for health insurance coverage that is in force through another agency or source on an annualized basis. Agencies or sources include but are not limited to, spouse's employment policy, retirement or severance benefits from a previous employer, or an earned benefit, such as the veteran's administration.

To receive reimbursement, the employee must sign an acknowledgement for participation of health insurance coverage and provide proof of health insurance coverage elsewhere for the prior calendar year such as but not limited to submitting Form 1095, HIPPA Medical Certificate of credible coverage from the insurer for the prior year or documentation of verifiable health insurance coverage for the prior year. Provide a letter from the insurance provider stating the employee has coverage through a specific policy period; sign a statement that he or she has coverage equal to or better than that provided by the District; and, should the coverage be discontinued, a Lakeland Area Mass Transit District insurance plan must immediately be requested. The reimbursement amount will be \$658 annually or pro-rated basis depending on coverage length and reimbursement must be submitted between January 1 and January 31.

#### LIFE INSURANCE/VOLUNTARY LIFE

- **A. GROUP LIFE INSURANCE** Basic Term Life Insurance is paid by the District for all eligible employees. There is an Accidental Death & Dismemberment benefit paid for by the District that doubles the basic death benefit in case of accidental death or pays a benefit for loss of a limb (See Benefits Booklet for additional information).
- **B. VOLUNTARY LIFE INSURANCE** Employees also have the option of purchasing additional life insurance at reduced group premium rates for themselves in increments of \$10,000 up to a guaranteed issue amount of \$150,0000 if the employee is under the age of 70 (See Benefits Booklet for additional information).
- C. SPOUSE & DEPENDENT LIFE INSURANCE Employees also have the option of purchasing life insurance at reduced group premium rates for their spouse as well as for dependent children up to the age of twenty-five (25) providing the dependent is in school full-time and unmarried (maximum of \$10,000 per dependent). In order to purchase insurance for a spouse and/or dependent(s), employees must participate in the voluntary life plan for the spouse and/or dependent to participate (See Benefits Booklet for additional information).

## ADDITIONAL EMPLOYEE INSURANCE OFFERINGS

Full time employees have the option of selecting several additional supplemental insurance options. The optional supplemental insurance is paid 100% by the employee selecting the coverage:

- Accident Indemnity
- Hospital Protection
- Cancer Coverage
- Short Term Disability
- On-The-Job Accident Disability

## **EMPLOYEE ASSISTANCE PROGRAM**

The District recognizes that personal problems not directly associated with one's job function can have an effect on an employee's job performance. The District further recognizes that almost any problem can be successfully dealt with when it is identified in an early stage and referral is made to an appropriate helping resource. This applies to a broad range of problems including but not limited to physical illness, mental or emotional problems, financial difficulties, marital, relationship or family stress, alcohol or other drug abuse problems, and many other concerns.

The District's Employee Assistance Program (EAP) is currently provided to all District employees through contracted services with an EAP provider. The EAP is designed to assist in early identification of job-related performance deficiencies which may indicate a problem exists and to provide information to employees relative to the existence of an agency available to assist them should they so desire. Participation in the EAP in no way relieves the employee of responsibility to meet acceptable performance standards and may never be used to justify or prolong poor work performance.

Employees are encouraged to contact the EAP directly to speak either telephonically or in-person (six free face-to-face sessions). Participation in the EAP is strictly confidential and will not jeopardize an employee's job security or promotional opportunities.

The first four sessions per person, per issue, per year are provided at NO cost to employees, regardless of whether the employee is enrolled in the District insurance plan or not. If additional counseling or assistance is recommended, those covered by the District's health plan may have additional benefits paid according to the schedule of benefits provided by the Plan in effect at the time and providing the counselor is a provider of the health plan.

The EAP also provides for referrals when an employee is involved in traumatic incidents while on the job. Such incidents could include fatal accidents or other events involving disfigurement or loss of life. In these cases, the District may require the employee to see an EAP counselor or will have a counselor on premises as needed. Also, there may be times when a manager/supervisor will refer an employee to see a counselor if their behavior is affecting the work place. In such cases, the manager/supervisor will only know if the employee is attending sessions, cooperating, and/or if the employee presents a danger to themselves or others. No other information will be released without specific permission from the employee through a signed release of information.

## **GEM AWARDS (Going the Extra Mile)**

The purpose of this award is to recognize extraordinary acts to foster our commitment to Customer Service, the Community and each other.

Selected employees are recognized as GEMS at monthly District Board Meetings; receive a certificate of award and a \$25 gift card when they have gone the extra mile.

## SERVICE RECOGNITION

The District service award program is a means of recognizing the valuable contribution made by the District staff. Awards are established in five (5) year increments and consist of a Recognition Certificate.

Regular employees who have continuous service in increments of five (5) years are eligible for service awards. The Service Award program is coordinated through the District's Human Resources Department.

#### EMPLOYEE REFERRAL PROGRAM

The District recognizes that the best source of finding potential qualified full time employees is an employee referral. If you know someone who you believe would be a good addition to the District and meets the established qualifications for an existing open position, please refer them to us. If the individual you refer is hired and remains an employee with the District for at least six months, you may be eligible for a referral bonus. These bonuses will be worth a total of \$200 per referral payable over a 12 month period.

You will be eligible for the bonus:

- If your referral submits the application on or after July 1, 2013.
- If your referral accepts a position with the District and stays employed at least 6 months with no corrective action.
- The candidate lists your name on their original application as the referring employee
- You are in active employment status with the District with no corrective action in the past 6 months at the time the referral bonus is scheduled to be paid.

You will receive 50% of the referral amount (\$100) after the referred candidate's six (6) months of continuous employment and the remaining 50% (\$100) after 12 months of continuous employment.

Exceptions: This policy does not apply to the following employees:

- All Senior Staff- Executive leadership, and exempt level employees
- Employees and Management that have direct staffing responsibilities for vacancies or provide support to the staffing function for positions in their own department
- All Human Resources personnel
- The referred candidate is serving as a temporary employee and applying at the District for a regular full/part time position

## EMPLOYEE/DEPENDENT TRANSPORTATION

Every District employee is issued a Picture Identification Badge. This enables the employee to ride the regular fixed route service free of charge. The employee Picture Identification Badge can only be used by the person to whom it was originally issued. It is expected that employees will not occupy seats, to the exclusion, of paying customers. Off duty employees must not engage in extended conversation with the Operator while the bus is in motion.

As a District employee, your dependents are entitled to a District Dependent Picture Identification Card which enables them to ride the regular fixed route service free of charge. Picture identification replacement fee will be \$10.00. Dependent Identification Badge criteria:

• Issued to employees' current spouse and children residing in the employee household under the age of 19. Those relatives with a Dependent Identification Badge are not expected to occupy seats to the exclusion of paying customers.

## LEAVES OF ABSENCE

#### FAMILY AND MEDICAL LEAVE

## **BASIC LEAVE ENTITLEMENTS**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave based on a rolling calendar to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### BENEFITS AND PROTECTIONS

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **ELIGIBILITY REQUIREMENTS**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### **DEFINITION OF SERIOUS HEALTH CONDITION**

A "serious health condition," for purposes of this policy, is an illness, injury, impairment, or physical or mental condition which involves: inpatient care in a hospital or any subsequent treatment in connection with such inpatient care; continuing treatment by a health care provider for any period requiring anabsence from work for more than three (3) calendar days; a chronic serious health condition which requires periodic visits to a health care provider over an extended period of time which may cause episodes of incapacity (*i.e.*, asthma, diabetes, epilepsy); a period of incapacity for a long-term or permanent condition for which treatment may not be effective (*i.e.*, Alzheimer's Disease, severe strokes or the terminal stages of a disease); any absence for multiple treatments by a health care provider for restorative surgery or any condition which would likely result in a period of incapacity of more than three calendar days if untreated (i.e., cancer, chemotherapy), severe arthritis (physical therapy), kidney disease (dialysis); any period of incapacity due to pregnancy or for prenatal care. Worker's compensation lost time will run concurrently with FMLA entitlement.

#### **USE OF LEAVE**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees will be required to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **EMPLOYEE RESPONSIBILITIES**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **EMPLOYER RESPONSIBILITIES**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **ENFORCEMENT**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

#### BEREAVEMENT LEAVE

All regular full-time employees shall be granted, upon request, up to three (3) consecutive days with pay within 7 calendar days of the initial bereavement leave notification due to death in their immediate family, providing the employee substantiates the need for the emergency leave. "immediate family" is defined as the 'spouse, daughter, stepdaughter, daughter-in-law, son, stepson, son-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, brother-stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandfather, grandmother, grandchildren, foster child or guardian.

#### MILITARY LEAVE

The District provides leave for eligible employees with family members in the military who are deployed in support of a contingency operation, who are on active duty, or who have been injured in the line of duty or who had pre-existing conditions before the service member's active duty service and was aggravated by service in the line of duty. You may be eligible to take FMLA leave while your spouse, son, daughter, or parent (the "covered military member") is on active duty or call to active duty status for one or more of the qualifying exigencies discussed below. This Policy is intended to allow immediate family of military personnel or of recent veterans to use FMLA leave for issues arising from a family member's deployment.

Only Federal calls to active duty in support of contingency operations are covered. State calls to active duty are not covered unless under order of the President of the United States. "Son or daughter on active duty or call to active duty status" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or called to active duty status, and who is of any age.

## A. Qualifying Exigency Leaves

Exigency leave under the FMLA is available only to family members of covered military members (National Guard, Reserves, Regular Armed Forces) on active duty or call to active duty status in support of a contingency operation as members of the reserves or retired members of the regular armed forces or reserves.

A qualifying exigency is a non-medical activity that is directly related to the covered military member's active duty or call to active duty status. For an activity to qualify as an exigency, it must fall within one of seven categories of activities. Each of the qualifying reasons below must arise directly or indirectly from the active duty status or a call to active duty status of a covered military member, rather than routine events that occur regularly for all parents.

## **B.** Qualifying Reasons for Exigency Leave:

## (1) Short-Notice Deployment

You may take FMLA leave of up to 7 calendar days if the military member receives 7 or fewer days' notice of a call to active duty.

## (2) Military Events and Related Activities

You may take FMLA leave to attend official ceremonies, programs, or events sponsored by the military, and to attend family support and assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member. Activities such as arrival and departure ceremonies, pre-deployment briefings, briefings for the family during the period of deployment, and post-deployment briefings may qualify for exigency leave under this provision.

## (3) Non- Routine Child care and School Activities

You may take FMLA leave for non-routine childcare and school activities that arise directly or indirectly because of a covered military member's active duty or call to active duty status. These reasons include activities such as (1) arranging for childcare when the active duty or call to active duty results in a change in childcare; (2) providing urgent childcare on an immediate need basis (but not on a routine, regular, or everyday basis); (3) enrolling the child in or transferring the child to a new school or day care facility; and (4) attending meetings with staff at a school or a day care facility.

## (4) Non-Routine Financial and Legal Arrangements

You may take FMLA leave to address financial or legal arrangements directly caused by a covered military member's active duty or call to active duty status. These reasons include activities such: as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, preparing or updating a will or living trust, and acting as a military member's representative before a federal, state, or local agency for the purposes of obtaining, arranging, or appealing military service benefits. Routine matters, such as paying bills, are not covered.

## (5) Counseling

You may take FMLA leave to attend counseling for yourself or the covered military member, which is provided by someone other than a healthcare provider. In order to qualify, the counseling must arise from the active duty or call to active duty status of a covered military member.

# (6) Rest and Recuperation

You may take up to five (5) days of FMLA leave for each instance of rest and recuperation to spend with the covered military member who returns on short term, temporary rest and recuperation leave during the period of deployment.

# (7) Post-Deployment Activities

You may take FMLA leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status. You may also take FMLA leave to make funeral arrangements or address other issues that arise from the death of a covered military member while on active duty status.

## (8) Additional activities

You may take FMLA leave to attend additional activities that arise out of a military member's activity duty or call to active duty status that we both agree is qualifying, and when we agree to both the timing and duration of the leave.

## C. Certification

In addition to complying with the other notice and application requirements for FMLA leave, you must also provide the District with a copy of your family member's active duty orders and a signed statement or description of the facts that sets forth information regarding the type of qualifying exigency for which leave is requested. For example, you must include documentation such as a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for the handling of legal or financial affairs. In addition, you must provide the approximate date the qualifying exigency will commence, the beginning and end dates for leave requested for a single continuous period of time, and an estimate of the duration and frequency of leave taken on an intermittent or reduced schedule basis.

If the qualifying exigency involves a third-party, such as a school meeting, we may contact the third-party to verify the meeting and the nature of the meeting. Likewise, we may contact the Department of Defense to verify a military member's active duty or call to active duty status.

#### II. MILITARY CAREGIVER LEAVE

You may take extended FMLA leave to care for a covered service member (which includes a current member of the Armed Forces, National Guard or Reserves) or a recent veteran (within the past five years) with a serious injury or illness incurred in the line of duty on active duty for which the service member is: (1) undergoing medical treatment, recuperation, or therapy; or (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list. You may take up to 26 weeks of FMLA leave within a single 12-month period that begins the first day that you take leave for this purpose and ends 12 months after that date. If you do not use all of the 26 workweeks before the expiration of the 12-month period, you will forfeit the remaining entitlement.

A military member is on "outpatient status" if he or she is assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

This is a one-time entitlement, meaning that the 12-month period does not automatically renew each year like other FMLA qualifying leave.

Of course, you may take more than one period of 26 workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

If you take 26 workweeks of military caregiver leave, you are not entitled to an additional 12 weeks of regular FMLA leave. You may take FMLA leave for qualifying reasons other than military caregiver leave but you are entitled to no more than 12 weeks of FMLA leave for the other qualifying reasons.

The same designation rules apply to military caregiver leave and leave taken for other FMLA qualifying reasons. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, the leave will be designated as military caregiver leave.

## A. Eligibility Requirements

## 1. Spouse, Son, Daughter, Parent, or Next of Kin

In order to care for a covered service member, you must be the spouse, son, daughter, or parent, or next of kin of a covered service member. A husband and wife who are eligible for FMLA leave and are employed by the same employer may be limited to taking a combined total of 26 weeks of leave during the single 12-month period.

a. **Next of kin of a covered service member.** "Next of kin of a covered service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

- b. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed the covered service member's only next of kin.
- c. **Son or daughter.** Son or daughter of a covered service member means the service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.
- d. **Parent of a covered service member.** "Parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

## B. Qualifying Reasons for leave

A "serious injury or illness incurred in the line of duty on active duty" is an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness that does not manifest itself until after the service member's military service is not covered. The condition must be present while the service member is still active in the military.

In order to determine for purposes of military caregiver leave whether the service member was injured while "in the line of duty on active duty," we will seek a certification from the Department of Defense or an authorized health care provider.

## C. Certification

We will accept as suitable verification "invitational travel orders" ("ITOs") or invitational travel authorizations ("ITAs") issued by the Department of Defense for a family member to care for an injured service member. If an ITO or ITA is issued to any member of the family (even if your name is not on it), it is acceptable certification of the serious injury or illness and remains in effect for the duration specified on it. In the absence of an ITO or ITA, a medical certification can be required. The same timing requirements for submitting a certification as any other request for FMLA leave.

Employees are advised that sick and vacation leave accruals will not accrue after thirty (30) days or more once on extended leave. The accruals will commence once the employee returns to work and will be credited on the last day of the month following one full month of continuous service.

## ACCOMMODATION LEAVE OF ABSENCE

Employees who do not qualify for other leaves may request an Accommodation Leave of Absence (LOA) so long as that request is when they are unable to report to work due to their personal health condition. Requests for Accommodation LOA should be directed to the Human Resources Department.

#### DOMESTIC AND SEXUAL VIOLENCE LEAVE

An employee who has been employed by the District for three or more months and who is the victim of domestic or sexual violence, or whose family member or a member of their household is a victim of domestic or sexual violence shall be permitted to take up to three working days of unpaid leave in any 12-month period. Such leave must be used to: 1) obtain or attempt to obtain judicial relief such as a restraining order; 2) seek medical attention and/or mental health counseling; 3) obtain services from a domestic or sexual violence shelter, domestic or sexual violence program, or rape crisis center; 4) seek new housing to escape the perpetrator or make the employee's home secure from the perpetrator; or 5) seek legal assistance arising from the act of domestic or sexual violence or to attend or prepare for court-related proceeding arising from the act of domestic or sexual violence.

Affected employees must give the District reasonable advance notice of the intention to take leave along with sufficient documentation of the act of domestic or sexual violence, unless providing that notice is not practicable due to imminent danger to the employee, a family member of the employee or member of the employee's household.

The District will hold the employee's information provided in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

Affected employees may elect to use other accrued paid or unpaid leave (including family, medical, sick, annual, personal or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

## WORKERS COMPENSATION LEAVE

The District provides Workers' Compensation coverage for compensable occupational injuries and illnesses in accordance with the provisions of Florida law. Compensation and medically necessary services and supplies will be provided to the employee without regard to fault or negligence. Fraudulent cases will be thoroughly investigated, and if necessary, pursued to prosecution.

If an employee is released to work with restrictions, they will notify Human Resources who will advise if there is light duty work available. Employees who are unable to perform light duty work will be on approved leave through worker's comp that will run concurrently with Family and Medical Leave Act (FMLA). Once there is light duty work within their restrictions or the employee is returned to full duty.

## WORK CONDITIONS AND HOURS

## PAY SCHEDULES AND PAY DAYS

For the majority of District employees, the pay period is bi-weekly in duration beginning at 12:01 a.m. on a given Sunday and ending two weeks later at midnight on Saturday. Paychecks for any given period are normally issued on the Thursday following the end of the pay period. All merit and promotional adjustments will be processed at the beginning of the next bi-weekly pay period.

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#### HOURS OF WORK AND WORK BREAKS

The normal workweek for most employees shall be forty (40) hours and normally eight (8) hours per day unless a different workday or workweek schedule is specifically approved by the Department Supervisor or Manager. Employees may be required to work in excess of their normal workweek. Employees must report all hours worked at the end of the pay period.

Employees may be permitted two (2) fifteen (15) minute paid breaks during the day (or, based on the employee's schedule i.e. Bus Operators, employees may take periodic breaks during the course of the day after a bus route is complete; this time, which shall be at the discretion of the Department Manager or designee responsible for schedule changes). Abuse of work breaks is a violation of policy and can lead to discipline. There are times when it will be impossible to take time from an employee's busy schedule to take a break; please be advised that unused breaks may not be accumulated nor shall break time be utilized for early departure or late arrival during the course of the normal workday.

Unpaid lunch breaks are scheduled in a manner to best meet the needs of the work unit and the needs of the public. All employees, except as dictated by schedule, must take a minimum of half hour each workday for lunch breaks. This required break allows employees to return to the worksite or workstation rejuvenated.

Punctuality is a job requirement and is enforced by the specific department as required. Per each individual Departmental policy, you must personally notify your Supervisors/Managers or Dispatchers prior to the start of your scheduled shift or start time your inability to arrive at the work place at the normally scheduled time.

#### **FLEX TIME**

Flex time is the alteration of an employee's work schedule during the same workweek. Flex time may be offered at a manager's discretion. Because services within each department vary, not every employee in each department will be able to work similar flex-time schedules. Therefore, managers will have to carefully examine the flex-time schedules which their employees request, so that they can coordinate work schedules.

Flex-time is a work schedule which allows employees to work hours that are not within the standard 8:00 AM to 5:00 PM range, while maintaining a high level of service during the organization's peak operating hours. With a flex-time schedule, non-exempt employees are still subject to all requirements of the Fair Labor Standards Act ("FLSA"). Employees who are exempt from FLSA are expected to work whatever number of hours is required in order to accomplish their duties and may be permitted to set their own schedules.

There are generally three types of flex schedules: Peak-Hour Flex-Time, Adjusted Lunch Period, and Compressed Work Week. Once an employee signs up for a particular flex-time schedule, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed with Director approval.

A. **Peak-Hour Flex-Time**: This flex-time schedule shifts daily work hours while still working an 8 hour day. For instance, instead of the normal 8:00 AM – 5:00 PM day, an employee could work from 7:00 AM- 4:00 PM, 7:30 AM - 4:30 PM, 9:00 AM-6:00 PM, etc. Working any arrangement of hours within an 8 hour day constitutes a valid work day. It is important to remember that the level of service must be maintained during peak hours. Therefore, managers/supervisors will need to coordinate the schedules of all flex-time participants to ensure ample coverage during peak hours.

- B. Adjusted Lunch Period: This flex-time schedule allows employees to adjust the length of their lunch period, while still working an 8-hour day. An employee can take a minimum of thirty (30) minutes and a maximum of two hours for lunch (i.e. an employee might want to go to the gym everyday from 11-1 and consequently leave work at 6:00 rather than 5:00).
- C. **Compressed Work Week**: To maintain this flex-time arrangement, an employee works a full forty (40) hour work week in less than five days. For instance, an employee may work four 10-hour days, or on a two week rotating basis, one week the employee works a regular 8-5, five day week and the next they work a compressed schedule, which is four, 9-hour days and one 4-hour day.

## **OVERTIME**

Overtime is defined as time actually worked in excess of forty (40) hours in any workweek. The District workweek runs from Sunday to Saturday. Sick leave, vacation leave, holidays, jury duty, military leave, etc., shall not be construed as time worked. Overtime is computed at the rate of one and one-half (1½) an employee's regular hourly rate of pay. Any and all overtime must be authorized in advance by the Department Manager or designee(s). Overtime is not guaranteed and employees should not depend on overtime to supplement their income.

**OVERTIME EXEMPTION** - Through the application of specific Fair Labor Standards Act ("FLSA") tests, some job classifications have been designated in the District's pay plan as *Exempt* from the payment of overtime. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, basis. The salary cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to limited exceptions, an exempt employee must receive the full salary for any week in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work for that workweek.

## DISTRICT DOCUMENTS AND RECORDS

The District is subject to full compliance with Florida Public Records Act (Chapter 119, Florida Statutes) and will shall permit any such record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. not otherwise exempt. In order to protect the records from alteration, damage, or destruction, the District designates a Public Records Officer who will acknowledge requests to inspect or copy records promptly and respond to such requests in good faith.

Employees, like any other member of the public, must use the Public Records Officer to obtain any District documents and employees are prohibited from obtaining internal documents of any kind and removing from the District without advising and receiving approval from the Public Records Officer.

#### **COMPUTER USAGE POLICY**

All employees of the District shall use District-owned computer software and hardware in accordance with this policy. Any employee violating this policy may be subject to disciplinary action.

- All computer software provided by the District is used strictly in accordance with its licensing agreement. Users may obtain copies of or information on all software licensing agreements from the Executive Director.
- Employees shall not make any unauthorized copies of District owned software. Copies may be made for backup or archival purposes only.
- Only District-owned software may be used on District-owned computers. Personal software and personal files are not allowed on District-owned computer equipment. All game software is expressly prohibited.
- Copies of District-owned software shall not be given to any unauthorized user, including other employees, customer, or others.

Any violation of these guidelines must be reported to your supervisor.

#### SAFETY POLICY

Providing safe working conditions is a major responsibility of every District supervisor. Unsafe acts or conditions cause accidents, and both of these are under the supervisor's control. Unsafe working conditions can be minimized by identifying the hazards, correcting unsafe work practices and using proper equipment.

Management selects qualified personnel, trains them to work in a safe manner, and provides supervision to insure compliance. In each of these areas, management will maintain positive control toward prevention of unsafe acts by employees. If an accident occurs, the most important factor in accident investigation is to determine how to prevent a recurrence of the accident. The Safety & Security Director should immediately be made aware of any safety hazards or potential hazards and will advise the Executive Director.

All safety rules and regulations, both District-wide and departmental, are to be carefully observed so that employee accidents and injuries may be kept to a minimum.

The District in a commitment to employees and to the public herby establishes a formal Safety and Health Program. The program is to be developed according to the State of Florida Department of Labor, Division of Safety guidelines and Federal OSHA standards. The program will be under the direction of the Safety, Security and Risk Management Officer with committees comprised of volunteer employees of the Transit District.

The purpose is to establish and evaluate the procedures and performance of the following:

- 1. Safety Inspections
- 2. Investigation of accidents, incidents or occurrences
- 3. Procedures
- 4. Training
- 5. First Aid
- 6. Records

The District includes a Drug Free Workplace Policy in compliance with the Florida Drug Free workplace act of 1991 to support the Safety and Health Program,

In a commitment to attain a goal for the Transit District of an environment free of potential hazards, management and supervisory personnel are responsible for the following:

- 1. Provide leadership and guidance to the District employees
- 2. Provide training of employees
- 3. Undertake job hazard analysis in all departments
- 4. Assist in job procedures for Transit District operations and enforce them
- 5. Continuously review work practices and conditions of the work environment and seek improvement.
- 6. Maintain accurate records that document the above actions.

All employees are responsible to cooperate and support the Safety and Health Program objectives. They are expected as a condition of employment to adopt the concept that the safe way to perform an assignment is the only acceptable way to perform that task. All employees will be held accountable if they do not adhere to Safety and Health policies implemented by the District.

#### ACCIDENTS/INCIDENTS

To ensure safety precautions are followed to protect employees, passengers, pedestrians, the general public and District property after an accident/incident and under the Federal Transit Administration's ("FTA") rules and regulations all accidents/incidents will be promptly investigated. The investigation report will be given to Risk Department within 24 hours following an accident/incident report with the best information available.

# LEAVING THE DISTRICT

## **VOLUNTARY RESIGNATION**

If it becomes necessary to resign, it is requested that you file a letter of resignation two weeks prior to separation indicating the date you plan to leave in good standing. Employees who leave in good standing will be subject to payouts of vacation and sick accruals according to policy if eligible.

By leaving in good standing you may be eligible for rehire, as applicable by policy.

All full-time and part-time regular employees leaving the District in good standing will be scheduled for an exit interview with Human Resources.

This process is intended to ensure that employees have an opportunity to discuss various aspects of their employment experience and to obtain information regarding future insurance options.

## REDUCTION IN WORKFORCE (LAYOFF) & RECALL POLICY

The District has every desire to operate in a successful, efficient, and profitable manner. In keeping with this desire, it hopes to maintain its workforce and avoid cutbacks and staff reductions whenever feasible. Before a layoff is implemented the District will evaluate alternatives by which it may attempt to avoid layoffs. The District will first attempt to meet the full or partial requirements of a reduction in force by; attrition, including voluntary resignations and retirement. The District retains full authority to determine what measures are most appropriate under the circumstances, working within the Collective Bargaining Agreement when applicable. However, if the District determines that a staff reduction is warranted because of lack of work, reorganization, technology, efficiency, the intent to change marketing strategy, or other considerations, the following policy will be followed, subject to any exceptions found appropriate by the District, in its sole discretion. Because circumstances leading to the need to implement a staff reduction may vary and at times be unpredictable, the District must have total flexibility and reserve the right to deviate from this policy as it deems appropriate. The purpose of this policy is to identify the process by which employees may be laid off as a result of a reduction in workforce ("layoff") or recalled from a layoff, when District Management has deemed layoffs are necessary.

District Management may lay off an employee or employees when it is deemed necessary due to budgetary constraints, reduction in workload, the elimination of a position, technology, reorganization of District Departments, or any other issues that warrant a reduction of the number of employees in the opinion of the District.

The District is an equal opportunity employer. In making all reduction-in-force decisions, decision-makers are responsible for ensuring that the District complies with all laws. In making selections, no decision-maker may consider gender, race, color, national origin, sexual orientation, disability, age, marital status, pregnancy status, union membership or support, personal, military or disability leave status, workers' compensation history, history of protesting discrimination or any other consideration prohibited by law. Nor may any decision-maker consider as a factor in selection an employee's parental status, pension status or retirement eligibility status or anticipated retirement plans or lack thereof. Layoffs may involve an entire job group classification or a specific job function performed by any one individual. To the extent layoffs are necessitated by District Management's proposed budget; reductions in workforce decisions the District will attempt to make the reductions consistent with the service, programs and/or operations to be reduced or eliminated by such budget.

Non-bargaining employees will be laid off based on the overall performance record of the affected employees, including but not limited to, length of service, disciplinary records, attendance and other valid and appropriate criteria. Layoffs will be handled with sensitivity and in accordance with the District's Equal Employment Opportunity Program. Employees covered under the Collective Bargaining Agreement will be laid off according to their primary classification in reverse seniority order in the primary classification being reduced. Should two employees have the same seniority, the employee with the lower last (4) digits of their social security would be considered the least senior of the two.

The duties performed by any employee laid off may be discontinued or reassigned to other positions. Management retains the unrestricted right to determine the necessity for and the length of any layoff and the job group classification(s) and/or singular position which are to be affected. District Management shall review any reduction in force proposals prior to the implementation so as to review such proposals to minimize negative impacts on prior equal employment gains in impacted work units, and advise the Board of Directors of any labor law implications.

The Human Resources Department shall ensure that affected employees are advised of their Consolidated Omnibus Budget Reconciliation Act ("COBRA") Rights, the Worker Adjustment and Retraining Notification Act ("WARN"), and all other applicable state or federal laws.

## RECALL PROCEDURES

Employees affected by layoffs may be recalled into positions that become available in the same job group classification from which the employee was laid off, provided the employee is able to perform all essential functions of the classification defined at the time of recall, with or without reasonable accommodation.

The District shall offer recall to laid off employees, for positions in which they meet the minimum qualifications, for up to six (6) months from the date of separation. Recalls shall only be made after a vacant position has been advertised internally and not filled with a current employee. The Human Resources Department shall keep a recall list of laid off employees. Recalls shall be made by certified mail to the last known address. Recalled employees must signify their intention of returning to work to the Human Resources Department in writing within fourteen (14) calendar days of the letter or forfeit their recall rights under the provisions set forth in this policy. If the employee declines an offer of a position within the same job group classification from which the employee was laid off, the employee will forfeit their recall rights and will not be offered another recall offer for the same position if it becomes vacant during the six (6) month recall period.

Laid off employees recalled within the six (6) month period shall have their seniority restored, but will not be credited for seniority for retirement and benefit purposes. If the employee is re-employed after the expiration of the recall period the employee will be treated as a new hire.

#### EMPLOYMENT REFERENCES

Unless otherwise required by a valid court order, or upon your approval, the District's Human Resources Department will furnish only the following information to persons seeking employment references: dates of employment and current job title or job title on date of employment separation. No District employee is authorized to write a letter of recommendation on behalf of the District.

#### RETIREMENT POLICY

A retiree is defined as any employee who separates from employment from the District with at least ten (10) years of full-time creditable service; or any employee who is at least sixty-five (65) years of age with five (5) years of full-time creditable service immediately preceding the retirement/separation date with the District.

Retirees, age 65 years of age or older, are encouraged to enroll in Medicare Parts A & B as required. However, as a retiree, employees are eligible to continue, as a supplemental, their health, dental, vision, and/or voluntary life insurance coverage's from the District group carriers at their own expense and at the same rate as the group premiums the District pays on behalf of employees (voluntary life group premium rates are not subsidized by the District, but the employee may continue the benefit by paying the group premium rate - a reduced rate - charged by the carrier). Human Resources must be notified, in writing via the Retiree Continuation of Benefits Form, within thirty (30) days of separation if the retiring employee intends to continue all or some of the District's coverage's herein.

Retirees who waive any rights to continue the health, dental, vision and/or voluntary life insurance plans, or drop off any or all plans at a later date will not be eligible to re-enroll in any of the District group insurance plans.

- Retirees may not enroll in any new coverage elections for which they were not enrolled in prior to separation.
- Retirees may make plan election changes each year during the District's standard Open Enrollment period.
- In addition to the benefits outlined above, retirees will receive an additional ten percent (10%) payout of sick leave above and beyond the normal sick leave payout employees receive upon separation from the District.

SICK LEAVE PAYOUT UPON RETIREMENT		
Length of Service	Percentage to be paid out	
5-10 years	40% of all sick leave accrued	
11-19 years	50% of all sick leave accrued	
20 + years	60 % of all sick leave accrued	

\*\*\*The maximum payout shall not exceed \$9,000.00\*\*\*

## EMPLOYEE CONDUCT AND DISCIPLINARY ACTIONS

## **GENERAL CONDUCT**

The District endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, at the District's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- 1. Falsification of the employment application or any other District document.
- 2. Any misrepresentation of time keeping records including but not limited to correcting time records, time off requests or misuse of sick leave.
- 3. Knowingly violating an established safety rule or policy.
- 4. Employees provided or assigned District uniforms may not wear District issued uniforms in a setting that would be cause for concern for Public Safety regardless of the employee schedule.
- 5. Willfully damaging, threatening to damage, misusing or destroying District equipment or property or personal property of another employee. Unauthorized possession or removal from the premises of District property or property of another employee.
- 6. Coercing, intimidating, threatening, or interfering with other employees.
- 7. Taking property that belongs to another employee, vendor or person without permission.
- 8. Dishonesty by an employee if known by another employee must be immediately reported to a Supervisor and may not age the information.
- 9. Unprofessional language. Employees may not use abusive or profane language or engaging in obscene, lewd, or other inappropriate conduct while scheduled or on the job.
- 10. Habitual tardiness reporting to work, leaving work without authorization, excessive absenteeism or sleeping on the job.
- 11. Failing to comply with the District Drug Free Workplace policy.
- 12. Any illegal act, or solicitation or engaging in immoral acts on the job.
- 13. Causing an unnecessary disturbance (horseplay) or disruption of business on the job.
- 14. Knowingly creating hazardous or unsanitary conditions on the premises.
- 15. Interfering in any way with safety & security procedures or surveillance systems.
- 16. Offensive, discourteous or rude conduct towards supervisor, other employees and/or general public.
- 17. Imperiling the safety of others.
- 18. Failure to notify your supervisor or department head of circumstances that would affect your ability to perform your job.
- 19. Failure to return to work as scheduled after an approved leave of absence, or accepting other employment while on a leave of absence.
- 20. Unauthorized sharing or removal of any District information.

- 21. Purchasing, possessing, selling or being under the influence of alcohol or illegal drugs on the premises or in a District vehicle at any time whether on-duty or off-duty.
- 22. Behaving in a manner that may be construed as discriminating or harassing or otherwise in conflict with applicable laws relating to individual civil rights.
- 23. Conduct on or off duty that adversely reflects on the District negatively or interferes with performance unless otherwise authorized by policy.
- 24. Failure to maintain a pattern of behavior that reflects a positive attitude in keeping with our mission statement and relating to the District, management personnel, coworkers, and customers.
- 25. Unauthorized possession or use of weapons (lethal and non-lethal) or physical force against another person.
- 26. Failure to attend mandatory meetings or training sessions without the written approval of your supervisor or department head.
- 27. Falsely reporting illness, excessive absenteeism, or unapproved and unpaid leave.
- 28. Gambling while on the job or on District property.
- 29. All employees must comply with internal investigations.
- 30. All employees who use a revenue vehicle or company vehicle must immediately notify Human Resources of any motor vehicle violation.
- 31. All employees must immediately report any arrest or violation of the Affidavit of Good Moral Character to Human Resources.

This is not a complete list of unacceptable conduct and the District reserves the right to discipline or terminate for conduct not listed. Note that all employees are employed at-will, and the District may impose whatever discipline it chooses, or none at all, in a particular instance. The District will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, the District will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

#### DRUG FREE WORKPLACE POLICY

In accordance with Florida Statute 112.0455 (the Drug-Free Workplace Act), the Lakeland Area Mass Transit District ("the District") is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that maintaining a healthy and productive workforce, safe working conditions free from the effects of drugs, and quality services is important to the District, our employees, and the general public. We have established a Drug-Free Workplace Policy ("Policy") that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Employees who abuse drugs create a variety of workplace problems, including increased injury on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of services. Employees and/or applicants applying for any safety-sensitive position are

**also** subject to other provisions outlined in 49 CFR Parts 40 and 655 which are contained in the District's DOT Substance Abuse Policy. Employees and applicants may be subject to additional testing and different requirements and penalties under the DOT Policy.

A copy of the District's Policy will be posted in appropriate and conspicuous locations on the District's premises and copies of the Policy will be made available for inspection during regular business hours at the District.

Any individual who conducts business for the District, is applying for a position with the District, or is conducting business on the District's property is covered by the Policy. Our Policy includes, but is not limited to all full-time, part-time, and temporary employees (on or off-site employees) and applicants.

Our Policy is intended to apply whenever anyone is representing or conducting business on behalf of the District. Therefore, this Policy applies during all working hours, whenever conducting business or representing the District, while on call, paid standby, while on District property and at District sponsored events.

It is a violation of our Drug-Free Workplace Policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Under this Policy, all employees are strictly prohibited from:

- Manufacturing, distributing, dispensing, selling, possessing, or using a controlled substance or illegal drug while at work on the District's property, in vehicles, or while off the premises performing work on behalf of the District.
- > Reporting for work or performing work under the influence of a controlled substance or illegal drug.
- Using the District's property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession or use of a controlled substance or illegal drug.

An employee will be terminated if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

As a reminder, the District also maintains a DOT Substance Abuse Policy in accordance with federal law that applies to many of the District's employees, including all safety-sensitive transit system employees. If an employee is found to have violated the District's DOT Policy, the consequences for that violation can be found in the DOT Policy and may be harsher than a violation of this Policy.

#### ABSENTEEISM & TARDINESS GUIDELINES AND POLICY

#### **GUIDELINES**

When employees are absent or tardy, it can cause hardship on the business whether through the delivery of service or administrative day-to-day operations. The existing Absenteeism & Tardiness Guidelines and Policy will be used as the default policy throughout the District. Departments that have BOARD APPROVED Absenteeism & Tardiness policies and their employees will be held to the directives therein and will not be allowed to use the Districts existing policy. Human Resources will assure compliance of this policy and the employees therein. For these reasons, the District has developed a set of standards and procedures for all staff as follows:

## **A.** PROCEDURES:

- 1. Bargaining Unit Employees
  - When Bus Operators fail to report within three minutes of report time, the Dispatcher on duty will verify the time and assign the scheduled route and assign the next available extra board Bus Operator and enter the change of assignment on the duty schedule.
  - Bus Operators who report for duty more than three (3) minutes late, but less than sixty (60) minutes after to their scheduled start time, will be assessed a tardy, be placed on the extra board behind the regular extra board Bus Operators by the Dispatcher on duty. The Dispatcher will assign the bus operator to an extra board assignment on an "as needed basis". The Bus Operator will be required to be on property a minimum of two (2) hours on the extra board, and if not needed, will be sent home unpaid for the rest of the day. Bus operators who fail to report for duty or make contact with dispatch/supervisors within 60 minutes of report time will be considered a "No-call No-show".
  - All Bus Operators in Fixed Route and Para transit Operations must make contact via extension 2146 if tardy or absent.
  - All Service Delivery Personnel in Fleet Maintenance/Utilities must make contact via extension 1156 if tardy or absent.

# 2. Non-Bargaining unit employees

- Personnel may report to work up to thirty (30) minutes before or thirty (30) minutes after their scheduled start time. They must report all hours worked. Any other start time outside of the parameters indicated in the 30/30 rule outlined above will require management approval.
- Personnel are required to work a minimum of forty (40) productive hours weekly regardless of start time or lunch breaks taken.
- Personnel must make contact (via email, phone, or voicemail) with their immediate supervisor if they plan to arrive later than thirty (30) minutes after their scheduled start time.
- Failure to follow the 30/30 rule and minimum work hours per week outlined above will result in immediate progressive discipline up to and including termination.

## B. UNEXCUSED/UNPLANNED ABSENCES – (All Personnel)

When a member of the team is unexpectedly absent from work it raises immediate cause for concern with regard to:

- Disruption to the quality and continuity of service delivery;
- Increased workload and pressure for team members who take on other's work;
- Costs incurred in replacing staff;
- Loss of productivity and efficiency;
- Drop in motivation and employee engagement and commitment; and,
- Decrease in internal and external customer satisfaction and retention.

For these reasons, the District has established the following work rules:

- Bargaining Unit Personnel who call off for immediate family member obligations or for an illness sixty (60) minutes or more prior to their scheduled start time may use accrued benefit time (vacation or sick).
   Failure to follow the 60/60 rule will result in immediate progressive discipline up to and including termination.
- Non-Bargaining Personnel who call off for immediate family member obligations or for an illness must make contact (via email, phone or voicemail) with their immediate Supervisor thirty (30) minutes or more prior to their scheduled start time; personnel may use accrued benefit time (vacation or sick).

A tardy is defined as any missing work time from your assigned schedule that is unplanned and has not been preapproved as defined by a leave policy or vacation or sick time policy or otherwise in advance of taking the time off will result in an occurrence.

An unexcused absence or tardy is considered one occurrence. The third occurrence in a rolling six-month period of time will result in disciplinary action. Any combination of unexcused absences and tardies to meet the third occurrence will be considered.

#### C. FMLA & ADA

An absence or tardy that is covered under the Family & Medical Leave Act ("FMLA") or the Americans with Disability Act ("ADA") will not be held against an employee under our Progressive Disciplinary Policy; however, we ask that any covered employee make a good faith effort to follow the absence and tardy work rules indicated herein.

#### D. TARDY & OCCURRENCES

Progressive discipline will start upon the third occurrence within any rolling 6-month period of time. An occurrence can either be a tardy or an unexcused absence. Please know that once a corrective action is issued we are unable remove the infraction from the employee's personnel record pursuant to Chapter 119 of the Florida Statutes (Public Records Act).

#### E. NO CALL/NO SHOW

If you fail to call in and not show up on any day that you are scheduled to report to work, this will be considered a "no call/no show." A no call/no show will result in immediate progressive discipline. If you have three (3) business days of consecutive no call/no show absences, you will be considered to have abandoned your job and will be immediately terminated.

#### PROGRESSIVE DISCIPLINE

Progressive discipline, including disciplinary counseling is considered a component of performance evaluation and employee development. It is a corrective process to help employees learn about overcome work-related shortcomings, strengthen work performance and achieve success. When problems occur, they should be handled in reasonable ways that jointly support the concept of positive discipline and minimize the interruption of District services. Employee discipline may be needed and, as a corrective procedure, is an integral part of District employment policy. Underlying discipline, however, is an expectation that management will direct their efforts toward employee development and success.

To ensure maximum effectiveness of its operations, the District must strive to have a consistent, progressive, and fair system of employee discipline. A progressive disciplinary system will help ensure that each employee is given an opportunity for his/her work performance to conform to expected standards. Discipline will be corrective and is not used to "get even" for something that has occurred. Because discipline is to be corrective, the disciplinary action taken must be applied consistently, must be appropriate for the offense and must be timely. Nonetheless, there are certain infractions that could result in immediate termination on the first offense. Examples include, but are not limited to fighting, stealing, public safety concerns, sexual or other kinds of harassment.

Rule violations, poor performance, safety violations advance the progressive disciplinary steps and are not separated by categories of violation.

Key aspects of good supervisory methods include recognizing and encouraging good performance, correcting performance problems through coaching and counseling, and building commitment to high standards and safe work practices. District management will focus on communicating an expectation of change and improvement in a personal, adult, non-threatening way while, at the same time, maintaining the seriousness of the situation. When this approach is followed, the expectation is that employees will recognize and correct their own performance deficiencies.

There are three reasons in which an employee can expect to be terminated: consistent poor performance; tearing down the team; and, unethical behavior.

- A. The following are the steps that may be used in the progressive discipline process. At any time, given the severity of the offense, steps can be skipped and appropriate discipline delivered:
  - STEP ONE Formal Verbal Warning (documented): An employee will be given a verbal warning when behavior is identified that justifies a verbal warning. The employee will be given a verbal explanation of the errant behavior, including a reiteration of what the District's policy is regarding that behavior. In addition, the employee will be advised of the consequences of further infractions of the rule in question. The employee will have an opportunity to provide comments. If no further problems occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken. Verbal warnings will be placed in the employee's personnel record and will remain permanently in the personnel file. As noted herein, there are certain infractions that could result in immediate termination on the first offense.
  - STEP TWO Formal Written Warning: A written warning is more serious than a verbal warning. A written warning will be given when an employee engages in conduct that justifies a written warning or the employee engages in continued unacceptable behavior during the period that a verbal warning is in effect. If the problem persists, the employee will be given a written explanation of the errant behavior, including a reiteration of what the District's policy is regarding that behavior. In addition, the employee will be advised that continuation of the problem could lead to further discipline, including suspension without pay or even termination. The employee will be given an opportunity to provide comments. As before, the employee will be given an opportunity to change the unacceptable behavior and, if the behavior does not recur, no further disciplinary action will be taken. Written warnings are maintained in an employee's personnel record permanently. As noted herein, there are certain infractions that could result in immediate termination on the first or even second offense.
  - STEP THREE Final Written Warning/Suspension: A final written warning or suspension without pay is the last notification of corrective action prior to termination. If verbal and written warnings fail to bring about a change in the undesired behavior, the employee may be suspended for no more than 5 days or issued a final warning and will be informed that further violations will lead to the employee's immediate discharge, without additional warnings. As noted herein, there are certain infractions that could result in immediate termination on the first offense and severe enough that could result in this step being skipped and termination could immediately result. As before, the employee will have an opportunity to provide comments.
  - STEP FOUR Termination: An employee will be terminated when he or she engages in continued unacceptable workplace behavior that justifies termination or does not correct the matter that resulted in less severe discipline. Again, there are serious infractions that could lead immediately from even the first step to termination.

## B. Immediate Disciplinary Action for Serious Infractions

In addition to other serious infractions, the District believes that engaging in certain types of behavior should subject an employee to immediate discharge, rather than allowing opportunity for correction of behavior through the progressive discipline steps. These behaviors can be found under General Conduct but are not limited to the behaviors listed in that section.

## C. Appeals and Hearings (For non-bargaining unit employees)

Any employee may be suspended without pay, demoted or discharged (and related to continuous performance issues). Employees may make appeals for the following reasons:

- DEMOTIONS
- DISCHARGE
- SUSPENSIONS (without pay)

## 1. Hearing Requests

All hearings must first be heard by the Informal Grievance Panel that will consist of a panel representative of peers, supervisors, and senior managers and will be appointed by the Executive Director.

Members on the Panel (except the Director, HR & Risk) may be rotated at the Executive Director's discretion. Should the disciplining supervisor/manager sit on the Panel, the aggrieved employee may request an alternate panel member who will be selected by the Executive Director. The Director, HR & Risk will act as facilitator of the hearing proceedings and has no voting power. The Facilitator cannot advocate or represent the aggrieved employee or disciplining Manager/Dept. It is the Facilitators job to advise both parties of their rights and responsibilities.

- Hearing requests must be presented in writing to the Human Resources Department via the Grievance Hearing Request Form. Requests must be made within six (6) business days after the demotion, suspension, or intent to discharge has occurred.
- A member of the Human Resources will assist an aggrieved employee by advising the employee of all rights and responsibilities in the appeal process. Both the aggrieved employee, and Manager or Investigator will have 15 minutes to present their position to the panel.
- The Informal Grievance Panel will respond to the aggrieved employee with a hearing date and time in writing and within two (2) business days of receipt of the hearing request.

## 2. Panel Findings and Decisions

The burden in the grievance process shall be upon the employee to show, by a preponderance of the evidence, that the action taken by his/her supervisor/manager should be modified or revoked.

After the employee has had the opportunity to present his/her case and witnesses, the Informal Grievance Panel will, convene to discuss the facts of the case to include a review of the appealable action, the employee's presentation of his/her case, any witness testimonies, interviews of all relevant parties associated with the case (may require another panel session to conduct interviews), and review of the employee personnel record; the Panel will render their decision either sustaining, reversing, or altering the decision of the disciplining supervisor/manager.

In reaching its decision, the Panel must consider the following:

- a. Does the Panel find that the employee committed the activities for which he/she was disciplined?
- b. Does the Panel find that cause existed for the disciplinary action in that the employee's activities violated the District policy in question?
- c. Does the Panel find that the disciplinary action taken by the supervisor/manager towards the employee was appropriate?

The Panel will, in writing, advise the Facilitator of the findings and decision within three (3) business days of the hearing date. The Facilitator will advise the aggrieved employee and management.

## 3. Appeals to the Executive Director

An aggrieved employee shall have the right to appeal the findings and decision of the Informal Grievance Panel. Such appeals must be made in writing to the Executive Director, via the Grievance Hearing Request Form, within two (2) business days from the employee's written receipt of the decision made by the Informal Grievance Panel (a copy of the form may be obtained from the Human Resources Department). The form should indicate whether all or part of the decision of the Informal Grievance Panel is being appealed and what outcome the employee is seeking. During appeal to the Executive Director, the aggrieved employee must share information presented to the panel and why the panel errored in their decision.

The Assistant to the Executive Director will inform the employee, of the hearing date and time, in writing and within five (5) business days of the receipt of the request.

Once the employee has had the opportunity to present his/her case, the Executive Director will render his decision based on the facts of the case to include: a review of the disciplinary action, employee and witness testimonies, review of the employee's personnel record, and interviews of all relevant parties.

The Executive Director, in his review of the case of the aggrieved employee, has the final authority to sustain, reverse or alter the decision of the Informal Grievance Panel and his decision is binding.

#### **POLITICAL ACTIVITY**

State law prohibits employees from using their official authority or influence for the purpose of interfering with an election, or a nomination of office, or coercing or influencing another person's vote, or affecting the results thereof.

Employees may not directly or indirectly coerce or attempt to coerce, command or advise any other employee to pay, lend or contribute any part of his or her salary, kick back any sum of money, or anything else of value to any party, committee, organization, agency, person, labor union, or other employee organization for political purposes.

All District employees are encouraged to be politically aware and active, and to exercise regularly their right to vote. Active political campaigning or solicitation for political contributions while on duty is prohibited.

An employee may not serve on the Lakeland Area Mass Transit Board while maintaining active employment status.

#### VIOLENCE IN THE WORKPLACE POLICY

All employees have the right to expect a place of employment that is free from behavior that can be considered harassing, abusive, disorderly, or disruptive. Any violent behavior or behavior that creates a climate of violence, hostility, or intimidation will not be tolerated, regardless of origin. Proactive measures will be taken to minimize the potential for violent acts. Each and every act or threat of violence will result in an immediate and firm response that could, depending on the severity of the incident and/or other relevant considerations, include termination from employment with the District.

Examples of workplace violence include, but are not limited to:

• Disruptive behavior; disruptive behavior with intent to disturb; disruptive behavior with intent to interfere with or prevent normal work activities such as yelling, using profanity, verbally abusing others, intentional physical contact for the purpose of causing harm by stabbing, punching, striking, shoving, throwing objects, and other violent physical acts.

The District has a long-standing commitment to promoting a safe and secure work environment that promotes the achievement of its mission of providing excellent public transportation and customer service. Although no work place is immune from violence, all employees of the District are expected to maintain a working environment free from violence and threats of violence.

#### A. ACTS OF VIOLENCE

- The District will not tolerate any of the workplace violence examples listed above
- Employees are encouraged to report behavior that they reasonably believe possess a potential for workplace violence as defined above.
- Incidents of workplace violence, threats of workplace violence, or observations of workplace violence should promptly be reported to his/her Manager, Supervisor, Safety, Security & Training Manager, HR Director or Executive Director.

The District is committed to thoroughly investigating each report of workplace violence or any potential of workplace violence. Individuals who engage in or violate District workplace violence policy or procedures may be subject to disciplinary action up to termination of employment with the District and may also be subject to civil and criminal penalties.

## SMOKING IN GOVERNMENT BUILDINGS AND PLACES OF EMPLOYMENT

The "Florida Clean Indoor Air Act" prohibits smoking in public places including, but not limited to, government buildings and places of employment, except in designated smoking areas.

Employees are not permitted to smoke, display a cigarette or "vape" in any District building except in those locations that may be designated as smoking areas. Smoking areas will be identified as such by signs stating "Smoking Area." Smoking is forbidden in all other areas.

## **GUIDELINES**

- 1. Smoking is prohibited inside all buildings @ 1212 George Jenkins, and 200 North Florida Ave.
- 2. Smoking is not permitted in any District vehicle.
- 3. Smoking is permitted inside the gated area @ 1212 George Jenkins only at the gazebo located near the west parking lot and the east end of the terminal in designated areas.

## WEAPONS IN THE WORKPLACE POLICY

**Policy:** Employees are be prohibited from carrying or bringing any weapon, as defined herein, to the workplace. This provision applies to all employees except those required to carry a weapon as part of their job responsibilities.

**Purpose:** To help ensure a safe workplace for employees, customers, vendors and all others on Citrus Connection property, including buses.

## **Guidelines:**

- 1. To the fullest extent permitted by law, Employees are prohibited from carrying or bringing any weapon to their work site or any other location the employee may have to be during the workday. This prohibition also applies to any employee licensed to carry a firearm or weapon.
- 2. Weapon means any firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to pistol, revolver, shotgun, rifle, bb gun or any knife including switchblade knife, gravity knife, or any knife with a blade longer than 3 inches, or billy, blackjack, bludgeon, metal knuckles, bow and arrow, dirk, tear gas gun, chemical weapon or device, or other weapon that might incur physical injury.
- 3. Any employee who is uncertain whether an instrument or device is prohibited under this policy is obligated to request clarification from Human Resources to insure he or she does not violate this policy.
- 4. A violation of this policy is a serious infraction of the work rules and may result in discipline up to and including termination.

## **Exceptions:**

- 1. Certain employees may carry a "self-defense chemical spray" which means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical "pepper spray" or "pepper gel".
- 2. A self-defense chemical spray must be no more than two (2) ounces. An employee must have no felony convictions. Pepper spray or pepper gel may only be used in self- defense situations and cannot be used against a police officer.
- 3. Employees permitted to apply to carry a self-defense chemical spray include Bus Operators and employees who have regular daily consistent face-to-face customer interactions. Those employees authorized to carry a self-defense spray must first obtain a certification from a State of Florida Licensed training program on the use of pepper spray before they are permitted to carry a self-defense chemical spray on the job. To be considered a valid certification program the training must be on file in Human Resources and be a minimum of 4 hours of training or longer and the trainer/instructor a current or former law enforcement officer.
- 4. A record of Citrus Connection approved verbal de-escalation training must be on file in Human Resources and current within the last calendar year.

#### ACCEPTANCE OF GIFTS OR FAVORS BY DISTRICT EMPLOYEES

No gift, favor, or emolument with a value exceeding \$100 shall be accepted by any District employee from vendors, contractors, individuals or firms having any business relationship with the District and who stand to benefit in any manner by providing said gift. Accepting cash, gift cards, or debit cards of any value is strictly prohibited.

## SOLICITATION AND DISTRIBUTION

Solicitation by District employees of other employees or customers on District property for any cause, organization or activity is prohibited when the person soliciting or the person being solicited is on working time. Working time is the time employees are expected to be working and does not include rest, meal or other authorized breaks.

Distribution of non-work literature or other materials (other than District materials) by employees on District property in nonworking areas during their working time, as defined above is prohibited.

Distribution of non-work literature or other materials (other than District materials) on District property in working areas or customer areas is prohibited at any time.

Non-employees: Solicitation for any cause, organization or activity and distribution of literature by non-employees on District property is prohibited, except for programs formally approved by the District and/or the Department of Human Resources.

## Change of Address, Email, Telephone or Personal Status

Employees are required to maintain on file their current address, personal email and personal telephone number. Employees must provide this information and any other pertinent status changes (i.e., divorce, marriage, newborn child, etc.) to the Human Resources Department immediately following the event. This information is essential for the proper administration of the employee's benefit programs or for emergency contact.

## **COMMUNICATIONS: Cellular Phone & Electronics Devices Policy**

The intent of this policy is to ensure the Safety of passengers, pedestrians, other citizens and employees of the District. The District will not be liable for the loss of, or damage to, personal cellular phones and similar devices brought into the workplace

Electronic communication devices: cellular phones (including those equipped with hands-free devices), scanners, walkie-talkies, tablets, radios, MP3 Players, laptops, smart watches or any other electronic devices used to transmit, receive or record information.

Radios (handheld or mounted): an electronic device used to send and receive signals, used for two-way communications.

Mobile Data Terminals (MDTs): a computerized device used in public transit vehicles, for visual communications, to enhance service delivery.

Global Positioning Systems (GPS): a space-based global navigation satellite system (GNSS) that provides reliable location and time.

Mobile Computers: a form of human—computer interaction where a computer is expected to be transported and used during the conduct of "district" business.

## Safety-Sensitive Areas

- All revenue vehicles to include fixed route buses, Para-transit cutaway buses and Paratransit vans.
- All non-revenue District vehicles
- The bus garage yard including the parking areas; wherever a flow of traffic exists.
- The Maintenance Shop including floor levels 1 & 2.

## **POLICY: GENERAL**

## A. Support/Administrative Employees

- > Cellular phone usage is allowed during working hours but calls must be limited and must not interfere with the employee's job duties and responsibilities.
- > Support staff may not use their personal cell phones in any of the safety sensitive areas outlined above.
- Support staff may not use their personal cell phones during the operation of a company vehicle unless equipped with hands-free technology (Bluetooth).

## B. Safety Sensitive Employees and Bus Handlers

- ➤ Cellular phones, electronic devices and accessories to include a blue-tooth ear piece may be carried on the bus; however, these devices <u>may not be powered on or visible</u> during operation of the bus or in the act of performing a safety sensitive function. In addition, devices and accessories may not be carried onto the maintenance shop floor (levels 1 & 2).
- > The use of all cellular phones and electronic devices (non-district issued), to include talking, texting, instant messaging or e-mailing while performing any safety sensitive duty is strictly prohibited. To use a cellular phone or electronic device you must be on an authorized break (for Bus Operators, this means the end of the line), and in a non-safety sensitive area.
- The use of bus radios (hand-held), MDTs, GPS and mobile computers to include staff and maintenance vehicle radios, to conduct District business is considered essential communication and is authorized communication equipment. All communications must be kept to an essential minimum; the use of this communication must be at an authorized bus stop, in a parking lot and out of the flow of traffic.

## **EMERGENCY EXCEPTIONS:**

- 1. When involved in an accident/incident and moving the vehicle is not feasible.
- 2. When the vehicle has a mechanical breakdown and the vehicle cannot be moved.
- 3. When advised by Law enforcement that a vehicle cannot be moved.
- 4. When advised by supervisory personnel or the Control center that a vehicle cannot be moved.
- 5. When under duress.

## C. Policy Applicability: Staff with District-issued cellular phones

- > District staff who use District-provided cell phones, while in a District-owned vehicle or in their own personal vehicle, will be equipped with hands free Bluetooth technology devices; these devices will be required for use with all company-issued cell phones. In no case is District staff allowed to use company-issued cell phones during the operation of a bus or while performing other safety sensitive duties.
- ➤ PRIVACY -- Employees have no reasonable expectation of privacy in any equipment issued by the District, including but not limited to cell phones and laptops. All company equipment, including voicemail messages, e-mail messages and text messages contained on such equipment, is subject to search and review by the company at any time without prior notice. Any content on a personal electronic device used for work will be subject to public records request.

## D. Management responsibility

- ➤ Management will randomly monitor compliance of this policy.
- Management will investigate all allegations of non-compliance of this policy.

#### E. Violations

➤ Violation of this policy will result progressive discipline up to and including termination.

## TELEPHONE STIPEND

District employees who are using their personal cell phones for District business will be reimbursed a monthly stipend. By signing the Telephone Stipend Agreement, employees agree to surrender their cell phones to Human Resources unconditionally and immediately for examination and in conjunction with the State of Florida Chapter 119, failure to do so may result in corrective action up to and including termination.

## DISTRICT NON-REVENUE VEHICLES

District vehicles are made available primarily for official district business and the employee assigned primary responsibility for the vehicle or the employee operating the vehicle is responsible to enforce the Non-Revenue Vehicle procedures. All employees assigned a Districts vehicle MUST sign the procedure prior to its release and the full understanding of the content therein.

## **INTERNET USAGE**

District information technology resources, including Internet access, are established to be used for District business purposes. Internet access is a privilege and carries responsibilities reflecting appropriate and ethical use of this resource. To ensure all employees are responsible, productive Internet users should protect the District public image. The following guidelines have been established for using the Internet utilizing the District's networks and constitutes acceptance of this policy. These include, but are not limited, to

- > Use of the Internet must not disrupt the operation of the District's network system.
- ➤ No District Internet user shall intentionally or through negligence damage, interfere with the operation of, or prevent authorized access to District information technology resources.
- > Authorized users shall not allow another user to access the Internet using their authorized account.
- > Internet access is provided to the end user at the discretion of each District department.
- > The District reserves the right to administer any and all aspects of Internet access and use including, but not limited to: monitoring sites visited by employees on the Internet, monitoring chat groups and newsgroups, and reviewing materials downloaded from or uploaded to the Internet by users and limiting access only to those sites required to conduct District business. This helps to ensure the compliance with this Internet usage policy and assists with the management of information systems.
- All messages sent and received over the Internet should be considered the property of the District and the public.

- ➤ Using the District's Internet services for the unauthorized downloading of software or file sharing software that is not specifically used for conducting District business.
- ➤ Using the District's Internet services for downloading or distributing material in violation of copyright laws (i.e. movies, music, software, books etc.)
- ➤ Using the District's Internet services for downloading or distributing pornography or other sexually explicit materials.
- ➤ Using the District's Internet services for any activities that could be construed as a violation of National/Homeland Security laws.
- ➤ Using the District's Internet services to post scams such as a pyramid schemes or "make money- fast" schemes to others via the Internet.
- ➤ Using the District's Internet services to post or transmit any message or material which is libelous, defamatory, or which discloses private or personal matters concerning any one person or group.
- ➤ Using the District's Internet services for running a private business or website.
- ➤ Using the District's Internet service to post or transmit to unauthorized individuals any material deemed to be private, proprietary, or confidential information.
- > Knowingly or carelessly distributing malicious code to or from District information technology resources.
- ➤ Using the District's Internet services to participate in partisan political activity or religious activity.

#### **COMPLIANCE**

Employees who violate this policy may be subject to appropriate disciplinary action up to and including termination as well as civil and criminal penalties depending on the nature of the offense. Nonemployees including contractors may be subject to termination of contractual agreements, denial of access and/or penalties both criminal and civil.

Any employee who discovers a violation of this policy must immediately notify their immediate supervisor or Human Resources representative. Any violation of this policy shall be subject to disciplinary action, up to and including termination.

## **COMPUTER USAGE POLICY**

The use of District computer systems is for District business and for authorized purposes only. Use of District computers and networks is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems. All employees of the District shall use District owned computer software and hardware in accordance with this policy. Any employee violating this policy shall be subject to disciplinary action up to and including termination.

- > All computer software provided by the District will be used strictly in accordance with its licensing agreement. Users may obtain copies of or information on all software licensing agreements from the Executive Director
- Employees shall not make any unauthorized copies of District-owned software. Copies may be made for backup or archival purposes only.
- > Only District-owned software may be used on District-owned computers. Personal software and personal files are not allowed on District-owned computer equipment. All game software is expressly prohibited.
- > Copies of District-owned software shall not be given to any unauthorized user, including other employees, customers, vendors, contractors or others.

- > No one shall knowingly endanger the security of any District computing resources, nor willfully interfere with authorized computer usage by circumventing or attempting to circumvent normal resource limits, logon procedures, or security regulations.
- > No technologies shall be connected to the District's computing resources that interfere with authorized usage of those resources. The District reserves the right to restrict the use of any technologies that may endanger the security and /or integrity of its computing resources.
- The District's computing resources shall not be used to attempt unauthorized use, or to interfere with another person's legitimate use, of any computer or network. All users shall share computing resources in accordance with policies set for the computers involved, giving priority to more important work and cooperating fully with the other users of the same equipment.
- Encroaching on or disrupting another person's use of District computers is prohibited. Examples of such acts include but are not limited to: excessive game playing, printing excessive copies of documents, files, data or programs, modifying system facilities, operating systems, or disk partitions, attempting to crash or tie up a District computer, maliciously damaging or vandalizing District computing equipment, software of computer files, spamming; running scans, reconfiguring or using an inordinately high percentage of bandwidth.
- ➤ Passwords to any computing resource shall only be issued to authorized users. Password recipients are responsible for the integrity of their password and shall not distribute it to unauthorized users.
- Accessing, reading, altering, or deleting another person's computer files or electronic mail is prohibited without specific authorization by the Executive Director.
- > Creating, installing, or knowingly distributing a computer virus or other destructive programs is prohibited.
- Authorized computer users shall take full responsibility for messages that they transmit through the District's network systems. The District's computing resources shall not be used to transmit any communications prohibited by law, including but not limited to fraudulent, harassing, obscene, or threatening messages.

## ELECTRONIC MAIL POLICY

This policy provides guidelines for the management and usage of electronic mail messages as public records within the District. This policy applies to the entire District workforce with access to the District's Internet and Intranet systems including all administrative, finance, maintenance, operation, and contract agents of the District in the conduct of their official duties as prescribed by law.

This policy does not provide specific procedures for system backups or "archiving" of electronic mail. Employees should refer to internal District operating procedures for this information.

## **Authority**

- a. Chapters 119, 257, and 282, Florida Statutes;
- b. Rules 1B-24 and 60DD-2, Florida Administrative Code

#### **Definition of Electronic mail**

Electronic mail is the electronic transfer of information, typically in the form of electronic messages, memoranda, and attached documents, from a sending party to one or more receiving parties by means of an intermediate telecommunications system.

## Electronic mail as a Public Record

- a. Electronic mail which is created or received by a District employee in connection with the transaction of official business of the District is considered a public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes, and is subject to applicable state retention laws and regulations, unless expressly exempted by law.
- b. Electronic mail created or received for personal use is not generally considered public records and does not fall within the definition of public records by virtue of their placement on a District owned computer system. However, if the District discovers misuse of the electronic mail system, personal electronic mail that is identified as being in violation of District policy may become public record as part of an investigation.
- c. The Florida Statutes contain numerous specific exemptions to the access and inspection requirements of the Public Records Law. Employees are responsible for ensuring that electronic public records which are exempt from access or inspection by statutes are properly safeguarded.

## **Use of Electronic Mail System**

- a. The District's electronic mail system is to be used to conduct official District business and is not to be used for any other purpose unless expressly approved by authorized District officials. Electronic mail may be used to communicate with District staff and with other public and private entities to conduct official District business.
- b. Incidental, personal use of the electronic mail system is permitted, however, the personal use must be brief, must not interfere with the employee's work or the work of others, must not subject the District to any additional cost, and must not be prohibited by this policy or any Federal, State, or Local law, statute, ordinance, rule, or regulation.

## **Prohibited Uses of Electronic mail**

The District's electronic mail system shall not be used for any unauthorized purpose including, but not limited to:

- Sending solicitations including, but not limited to, advertising the sale of goods or services or other commercial activities, which have not been approved by the District.
- b. Sending copies of documents in violation of copyright laws or licensing agreements.
- c. Sending information or material prohibited or restricted by District security laws or regulations.
- d. Sending information or material which may reflect unfavorably on the District or adversely affect the District's ability to carry out its mission.
- e. Sending information or material which may be perceived as representing the District's official position on any matter when authority to disseminate such information has not been expressly granted.
- f. Sending confidential or proprietary information or data to persons not authorized to receive such information, either within or outside the District.
- g. Sending or forwarding messages, any attachments to messages, or requesting information or material that is *fraudulent*, *harassing*, *obscene*, *discriminatory*, *lewd*, *sexually suggestive*, *sexually explicit*, *pornographic*, *intimidating and/or bullying*, *defamatory*, *derogatory*, *violent or which contains profanity or vulgarity*, regardless of intent. Among those which are considered offensive include, but are not limited to, messages containing jokes, slurs, epithets, pictures, caricatures, or other material demonstration animosity, hatred, disdain, or contempt for a person or group of people because of race, color, age, national origin, gender, religious or political beliefs, marital status, disability, sexual orientation or any other classification protected by law.
- h. Sending messages or requesting information reflecting or containing chain letters or any illegal activity, including but not limited to, gambling.
- i. Sending or receiving information or material that proselytizes or promotes religious or political view, cause, position, or action.
- j. Sending messages with wallpaper, clipart, or pictures that are not part of official District business.
- k. Sending messages, business or personal, using any system that does not provide a record of the message at the point of transmittal (such as instant messaging and chatting features).

## No Right of Privacy

District employees have no right of personal privacy in any material created, stored in, received, or sent over the District's electronic mail system. The District reserves and may exercise the right, at any time and without prior notice or permission, to intercept, monitor, access, search, retrieve, record, copy, inspect, review, block, delete, and/or disclose any material created, stored in, received, or sent over the District's electronic mail system for the purpose of protecting the system from unauthorized or improper use or criminal activity.

## **Retention Requirements for Electronic mail**

Refer to S.O.P D-5: Electronic and Electronic mail Record Retention Procedure

## **Violations**

Violations of this policy may result in disciplinary action, up to and including termination, in accordance with District Policy. Employees are encouraged to report violators to management as soon as reasonably possible.

## DRESS CODE POLICY

It is management's intent that work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. This policy is intended to define appropriate code of dress during normal business hours.

The District recognizes the popularity of casual business dress and the positive effects of this shift to boost employee morale, improve quality, and encourage more open communication and increased productivity, therefore creating a more comfortable work environment. The District reserves the right to continue, extend, or revoke this policy at its discretion. The key point to sustaining appropriate casual business attire is the use of common sense and good judgment and applying a dress practice that the District deems conducive to our business environment. If you question the appropriateness of the attire, it probably isn't appropriate.

Because not all casual clothing is suitable for the office, these guidelines will help employees determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate for a place of business, even in a business casual setting.

In a business casual work environment clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the District logo is encouraged and the Citrus Connection identification badge is required for all employees every day without exception.

## EMPLOYEE AGREEMENT AND HANDBOOK ACKNOWLEDGEMENT

I acknowledge that the information provided is an overview of the fringe benefits, deferred compensation matching plan, group insurance policies and company policies and is intended to be a handy reference for the convenience of the employees. I acknowledge that the handbook is not to be interpreted as a legal document or an employment contract. The District is an at-will employer. Employment with the District is at the sole discretion of the District and may be terminated with or without cause and within the terms and conditions identified in the Collective Bargaining Agreement. Nothing in this handbook or in the personnel policy manual constitutes an express or implied contract or assurance of continued employment or implies that just cause is required for termination.

I acknowledge that I have been provided with a copy of the District's Employee Handbook revised on June 2018. I agree to read it thoroughly and agree comply with the policies contained therein. I also understand that I can seek clarification regarding the policies in the handbook from the Human Resources Department) if I have any questions or concerns.

Understood and agreed:	
Employee:	(Printed)
Employee:	(Signature)
Date:	

# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 10a

Agenda Item: Agency Updates

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: TBD

## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM 11a

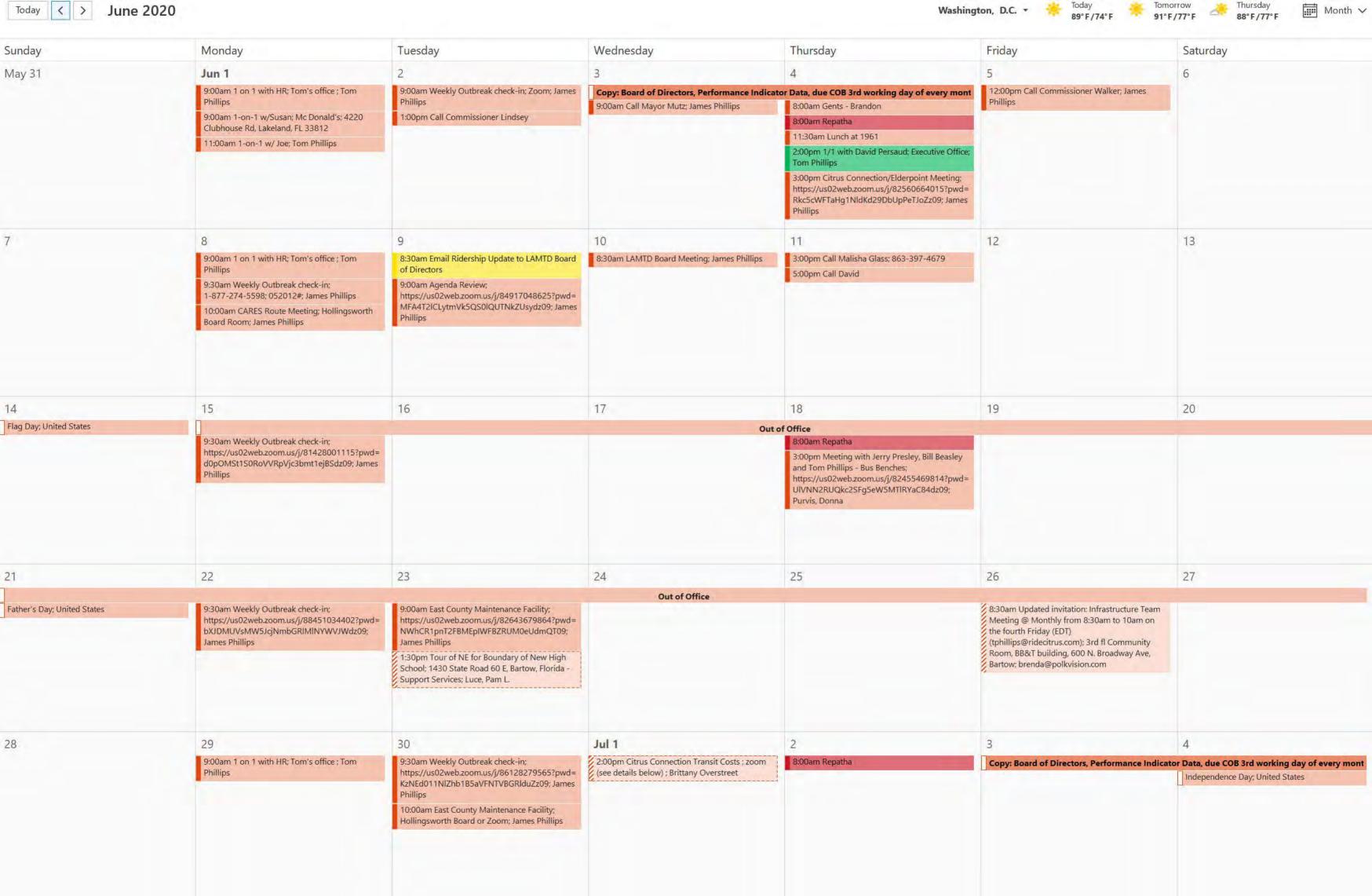
Agenda Item: June calendar

Presenter: Tom Phillips

Recommended

Action: Informational

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



## LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JULY 15, 2020 AGENDA ITEM #11b

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 May 31, 2020

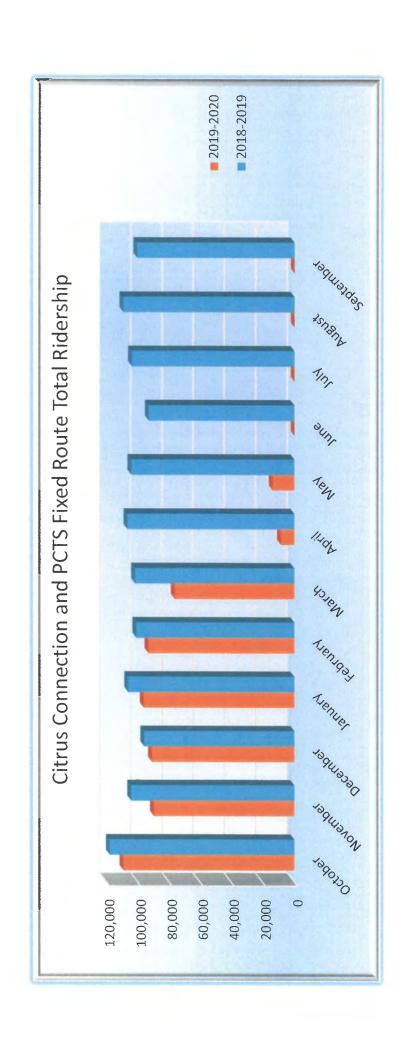
Attachments: Ridership Report.

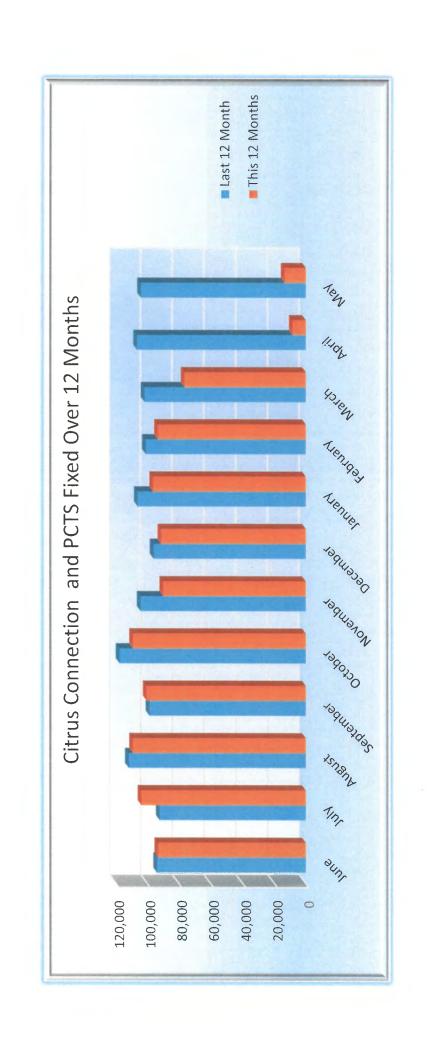
	Citru	s Connection an	d PCTS Fixed Rout	е		
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Change
October	125,714	108,078	113,220	117,763	109,219	-79
November	111,028	106,998	104,149	104,192	89,803	-149
December	122,018	111,197	95,520	95,813	91,057	-4%
January	101,190	103,647	93,227	106,080	96,288	-9%
February	111,486	108,068	100,300	100,900	93,231	-7%
March	117,618	116,794	99,916	101,697	76,397	-22%
April	110,754	103,274	95,993	106,578	8,492	-95%
May	105,362	108,224	95,476	104,034	13,687	-83%
June	106,252	102,092	93,781	93,028	0	0%
July	100,929	98,193	92,042	103,793	0	0%
August	115,998	118,104	111,898	109,285	0	0%
September	109,705	89,794	98,550	100,468	0	0%
Totals	1,338,053	1,274,460	1,194,072	1,243,631	578,174	-31%

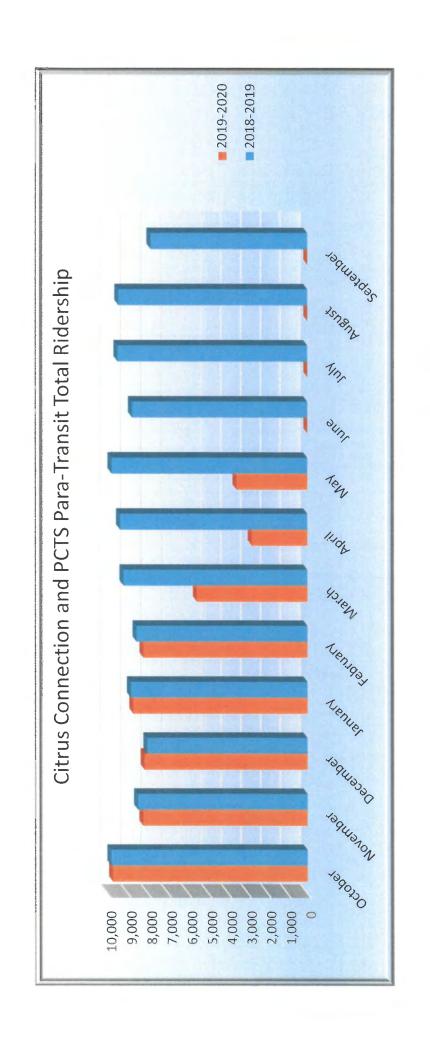
August	115,998	118,104	111,898	109,285	0	0%
September	109,705	89,794	98,550	100,468	0	09
Totals	1,338,053	1,274,460	1,194,072	1,243,631	578,174	-31%
		,	CTS Para-Transit T			
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Change
October	7,846		8,654	9,820	9,745	
November	6,690			8,495	8,246	
December	7,330				8,177	
January	7,020				8,734	
February	7,027			- 8,559	8,231	-4%
March	7,780			9,204	5,578	
April	7,334	<del></del>	9,947	9,377	2,815	-85%
May	7,431			9,801	3,590	
June	7,548			8,784	0	
July	6,846		8,247	9,502	0	
August	8,166		9,642	9,455	0	
September	7,791		8,437	7,866	0	
Totals	88,809	93,702	108,299	107,741	55,116	-24%
			y Fixed Route Tota			
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Change
October	83,092	<del></del>			67,938	
November	73,987			66,084	55,331	
December	82,287			60,217	55,960	
January	67,774		58,830	66,889	58,774	
February	74,506		63,140	62,854	57,800	
March	79,428			63,867	47,927	-20%
April	73,926			67,078	19,363	-71%
May	69,120				25,570	
June	71,398			60,242	0	0%
July	68,162		59,884	67,655	0	
August	76,847		71,375		0	
September	72,624	+			0	
Totals	893,149	839,734	759,763	791,945	388,663	-26%
	Citanus	Commontion only	. Da T	1-		
	2015-2016	2016-2017	y Para-Transit Tota 2017-2018	2018-2019	2019-2020	Change
October	4,094		4,025	4,745	4,889	
November	3,437		3,734	3,963	3,980	
December	3,695				3,930	-
January	3,512				4,277	
February	3,496				4,255	
March	3,897			4,513	2,392	
April	3,651			4,630		
May	3,589					
June	3,660			4,352	1,451	
July	3,269			4,612	0	
August	3,866	<del></del>				
nugusi	3,000	4,500	3,3/8	4,080		1 0%

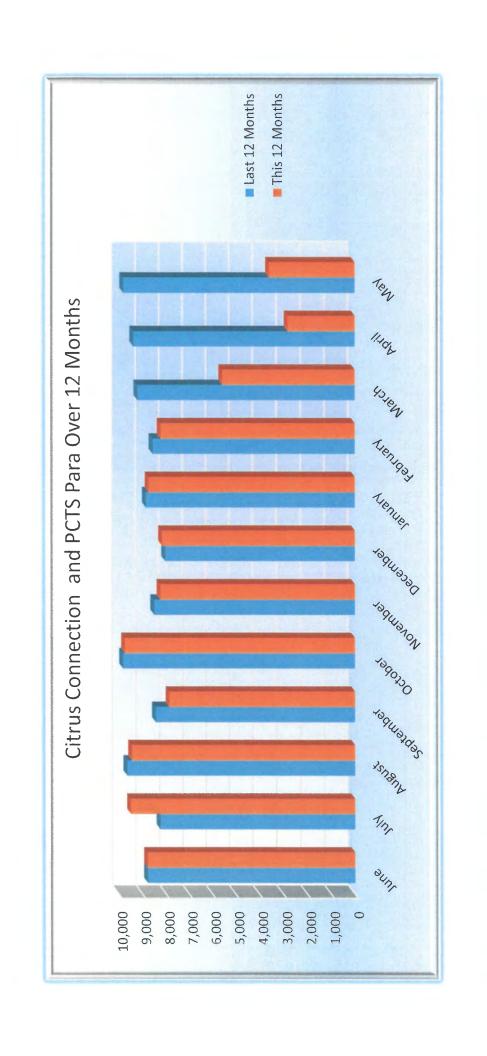
	Citrus	Connection onl	y Fixed Route Tota	ils		
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Change
October	83,092	67,636	73,349	74,739	67,938	-9%
November	73,987	71,083	67,437	66,084	55,331	-15%
December	82,287	72,646	60,879	60,217	55,960	-6%
January	67,774	70,767	58,830	66,889	58,774	-11%
February	74,506	71,884	63,140	62,854	57,800	-7%
March	79,428	78,158	62,897	63,867	47,927	-20%
April	73,926	67,338	59,873	67,078	19,363	-71%
May	69,120	72,329	60,039	66,297	25,570	-56%
June	71,398	67,965	59,754	60,242	0	0%
July	68,162	66,347	59,884	67,655	0	0%
August	76,847	79,427	71,375	70,546	0	0%
September	72,624	54,155	62,306	65,477	0	0%
Totals	893,149	839,734	759,763	791,945	388,663	-26%

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Change
October	4,094	3,229	4,025	4,745	4,889	3%
November	3,437	3,252	3,734	3,963	3,980	1%
December	3,695	3,154	3,444	3,818	3,930	4%
January	3,512	3,507	4,055	4,252	4,277	1%
February	3,496	3,505	3,909	4,248	4,255	0%
March	3,897	4,040	4,217	4,513	2,392	-53%
April	3,651	3,694	3,935	4,630	1,111	-95%
May	3,589	4,060	3,848	4,916	1,431	-86%
June	3,660	3,880	3,627	4,352	0	0%
July	3,269	3,681	3,437	4,612	0	0%
August	3,866	4,306	3,978	4,686	0	0%
September	3,747	6,039	3,396	3,414	0	0%
Totals	43,913	46,347	45,605	52,149	26,265	-25%









# LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: JUL 15, 2020 AGENDA ITEM#12

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: TBD

Summary: TBD