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

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

Wednesday, March 10th, 2021, at 8:30 a.m.

Cal	ll to Order	Action Required
1.	Approval of the February 10, 2021 LAMTD Meeting Minutes	Approval
2.	Public Comments	None
3.	Presentation of the District Independent Audit for FYE 9/30/2020 / Daniel Anderson, Manager, Mauldin & Jenkins, LLC	Approval
4.	Partnership Video / Erin Killebrew, Director of External Affairs	None
5.	Finance / David Persaud, Chief Financial Officer a. LAMTD Financials b. PCTS Financials c. TD Financials d. Coronavirus Aid, Relief, and Economic Security CARES ACT FUND e. 5311 Formula Grants for Rural Areas application, Resolution 21-08 f. Grant Award for 5310 Capital, Resolution 21-09	None None None None Approval Approval
6.	Fleet Maintenance / Joseph Cheney, Director of Fleet Maintenance a. Amendment to CIP Budget b. East Polk Garage	Approval None
7.	Revenue Services / Aaron Dunn, Director of Revenue Services a. Renewal of Avail Contract b. Administrative Vehicle Purchase	Approval Approval
8.	Human Resources / Marcy McCabe, HR Manager a. Proposed Employee Referral Program	None
9.	Executive Director Report / Tom Phillips a. Agency Update(s)	None
10.	Executive Informational Summary / Tom Phillips a. February Calendar b. Ridership and UAP Update	None None
11.	Other Business	TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MAR 10, 2021 AGENDA ITEM #1

Agenda Item: Approval of the February 10, 2021 LAMTD Meeting

Minutes

Presenter: James Phillips

Recommended

Action: Board approval of the February 10, 2021 LAMTD Meeting

Minutes

Attachments: February 10, 2021 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, Feb 10th, 2021 at 8:30 a.m.

Directors:

Polk County Commissioner Martha Santiago 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

8:30am By Commissioner McCarley

Agenda Item #1 – Approval of the Minutes

a. Board approval of the January 2021 LAMTD Meeting Minutes

[Attachments available]

"Approval of meeting minutes for the January 2021 LAMTD Meeting" $1^{\rm st}$ Martha Santiago/ $2^{\rm nd}$ George Lindsey

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 - Public Comments

Ms. Linda's retirement video

Agenda Item #3 - Finance

a. LAMTD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date December 31, 2020
FY 2020-2021

Year to Date December 31, 2020

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	25%	\$2,764,150	\$4,917,670	178%	\$11.01 Million
Expenses YTD	25%	\$2,764,150	\$2,367,300	86%	\$11.01 Million

REVENUES:

The total revenues realized year-to-date through December 31, 2020 totaled \$4.92 million or 178% of the YTD budget.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, Feb 10th, 2021 at 8:30 a.m.

- Farebox revenues reflect \$65,902 or 45% of YTD budgeted revenues through December 31, 2020 due to decline in Ridership and COVID-19.
- Contract revenues totaled \$36,962 or 82% of the YTD budgeted revenues for UAP (Universal Access Passes).
- Ad Valorem taxes totaled \$4.6 million or 88% of the tax levy. The total budgeted revenues are \$5.2 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Interest Income on Investment at the LGIP totaled \$4,272 under budget.
- Florida DOT operating grants \$1.6 million is being billed quarterly. These grants are on a cash basis which means the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.8 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.
- Advertising income reflects \$39,000 in line with budget and paid quarterly.
- The Support cost reimbursement revenue is in line with budget.
- Misc. revenue reflects \$1,309 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 December 31, 2020
FY 2020-2021

EXPENSES:

The total expenses year-to-date through December 31, 2020 totaled \$2.4 million or 86% of the YTD budget.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, Feb 10th, 2021 at 8:30 a.m.

- Salaries and benefits represent 66% of the FY 2020-2021 budget. As of December 31, 2020, these expenses totaled \$1.60 million or 15% under budget of \$1.83 million a favorable variance.
- Professional and Technical Services expenses totaled \$184,991 of the YTD budget, and over budget due to a one-time payment for professional services.
- Other services expenses totaled \$11,034 of the YTD budget, under budget.
- Fuel expenses totaled \$68,966 YTD, under budget due to decline in fuel price.
- Materials and supplies totaled \$135,512 and under budget for vehicle parts.
- Dues and subscriptions, and office supplies are over budget due to payment of one-time expense.
- Property appraiser, Tax Collector Commission and CRA payments under 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 for Tax Year 2020 is not paid YTD.

Other remaining expenses are under the YTD budget through December 31, 2020

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through December 31st the financials reflect a favorable actual variance of \$2.4 million with 25% of the fiscal year due to property tax revenues received in December.

	STATISTICA	TRENDS LAST	FIVE YEARS AU	DITED FINANC	IAL STATEMEN	TS
		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

^{*} Total 10.13%, LAMTD 13.37%, PCTS 4.70%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, Feb 10th, 2021 at 8:30 a.m.

b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of December 31, 2020
Year to Date Report
Percent of FY Reported (25%)

Revenues

- ➤ The revenues totaled \$1.80 million or 89% of the year-to-date budget.
- The FTA grants drawdown shows no activity.
- Fare Revenues totaled \$9,616 or 33% of the year-to-date budget.
- ➤ The Polk County City Contributions reflects a payment of \$495,620 and in line with the FY Budget.
- ➤ The County funding reflects payments of \$1.29 million for the budgeted grants match totaling \$2.584 million for the total payments.
- ➤ The FDOT Grants drawdown reflects no activity.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$1.53 million or 76% of the year-to-date budget.
- ➤ Salaries and wages totaled \$821,274 or 76% of the YTD Budget.
- ➤ Operating expenses totaled \$474,054 or 72% of the YTD Budget. The contract services are for contractual cost for the several routes with the Contractor Transitions Commute Solutions with expenses YTD totaling \$232,297 or 87% and is under budget.
- c. TD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of December 31, 2020
Year to Date Report
Percent of FY Reported (50%)

State FY July 1, 2020 thru June 30, 2021

Revenues

The revenues totaled \$580,730 or 78% of the year-to-date budget.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, Feb 10th, 2021 at 8:30 a.m.

- ➤ The TD Trust Fund Grant drawdown reflects \$531,312 or 80% of the grant.
- Contract Revenues and other revenues totaled \$124.
- The County funding for the match totaled \$49,294 or 66%.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$529,297 or 71% of the year-to-date budget.
- ➤ Salaries, wages and benefits totaled \$426,222 or 89% of the YTD Budget.
- ➤ Operating expenses totaled \$103,075 or 39% of the YTD Budget.

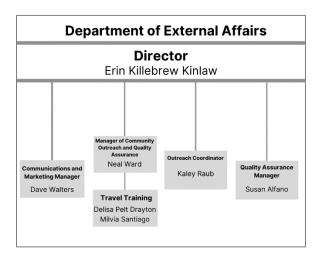
Operating Results

Actual Revenues exceeded actual expenses by \$51,433 a favorable variance.

Agenda Item #4- External Affairs

a. Organizational Chart Update

The Department of External Affairs has undergone some changes and added new team members. As such it is appropriate to update the department's organizational chart to reflect those changes.



Agenda Item #5- Facilities and Maintenance

a. LYNX Bus REHAB Project

In addition to the two buses included in this request, Citrus Connection has received 7 other retired buses from LYNX. These buses were reconditioned/rehabbed and then placed in service. All 7 reconditioned buses remain in service and continue to provide daily service for our customers. This request is to continue on the same path with two more LYNX retired buses.

The following is a detailed listing of the major expenses that would be included in this rehab project:

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

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, Feb 10th, 2021 at 8:30 a.m.

QTY	TYPE	BRAND	MODEL	S/N	PART#	Cost each	Ext	ended Cost
1	ENGINE	CUMMINS	ISL 280HP	46694083	53-54812-036	\$ 23,000.00		\$23,000
1	TRANSMISSION	VOITH	D864.5	152.0013381	53-59349-000	\$ 8,890.00		\$8,890
1	Muffler/Catalytic Asm				01-54970N000	\$ 6,464.85		\$6,465
1	DRIVER SEAT	USSC			18-59656C91462	\$ 2,814.00		\$2,814
30	SEAT INSERTS CUSHION				82-67667-00	\$ 37.45		\$1,124
30	SEAT INSERTS BACK				82-67668-00	\$ 29.46		\$884
1	EMP				82-86185-000	\$ 12,000.00		\$12,000
1	EMP ATLERNATOR				3590028335	\$ 2,800.00		\$2,800
1	Avail System	Avail				\$ 15,000.00		\$15,000
						\$ 71,035.76		\$72,976.15
	725	LYNX	2007	GILLIG	Low Floor	15GGE271571091466		
QTY	TYPE	BRAND	MODEL	S/N	PART#	Cost each	Ext	ended Cost
QTY	TYPE ENGINE	BRAND CUMMINS	MODEL ISL 07 280F	•	<i>PART#</i> 53-58774-008	Cost each \$ 28,000.00	Ext \$	28,000.00
				46794856			_	
1	ENGINE	CUMMINS	ISL 07 280H	46794856 4797	53-58774-008	\$ 28,000.00	\$	28,000.00
1 1	ENGINE TRANSMISSION	CUMMINS	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000	\$ 28,000.00 \$ 14,000.00	\$	28,000.00 14,000.00
1 1 1	ENGINE TRANSMISSION Muffler DPF	CUMMINS ZF	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00	\$ \$ \$	28,000.00 14,000.00 3,500.00
1 1 1 1	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT	CUMMINS ZF	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00	\$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00
1 1 1 1 30	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT SEAT INSERTS CUSHION	CUMMINS ZF	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462 82-67667-00	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00 \$ 37.45	\$ \$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00 1,123.50
1 1 1 1 30 30	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT SEAT INSERTS CUSHION SEAT INSERTS BACK	CUMMINS ZF	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462 82-67667-00 82-67668-00	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00 \$ 37.45 \$ 29.46 \$ 12,000.00	\$ \$ \$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00 1,123.50 883.80
1 1 1 1 30 30 1	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT SEAT INSERTS CUSHION SEAT INSERTS BACK EMP	CUMMINS ZF	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462 82-67667-00 82-67668-00 82-86185-000	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00 \$ 37.45 \$ 29.46 \$ 12,000.00	\$ \$ \$ \$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00 1,123.50 883.80 12,000.00
1 1 1 1 30 30 1	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT SEAT INSERTS CUSHION SEAT INSERTS BACK EMP EMP ALTERNATOR	CUMMINS ZF USSC	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462 82-67667-00 82-67668-00 82-86185-000	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00 \$ 37.45 \$ 29.46 \$ 12,000.00 \$ 2,800.00	\$ \$ \$ \$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00 1,123.50 883.80 12,000.00 2,800.00
1 1 1 1 30 30 1	ENGINE TRANSMISSION Muffler DPF DRIVER SEAT SEAT INSERTS CUSHION SEAT INSERTS BACK EMP EMP ALTERNATOR	CUMMINS ZF USSC	ISL 07 280H	46794856 4797	53-58774-008 53-59349-000 01-58473-000 18-59656C91462 82-67667-00 82-67668-00 82-86185-000	\$ 28,000.00 \$ 14,000.00 \$ 3,500.00 \$ 2,814.00 \$ 37.45 \$ 29.46 \$ 12,000.00 \$ 2,800.00 \$ 15,000.00	\$ \$ \$ \$ \$ \$	28,000.00 14,000.00 3,500.00 2,814.00 1,123.50 883.80 12,000.00 2,800.00 \$15,000

	Bus	Radio
Total cost of 2-Turtle Top Buses	\$229,736.00	\$ 9,309.16
Funding under the Grant	\$223,083.00	\$11,000.00
Supplemental Request (difference)	\$ 6,653.00	\$ 0.00

"Approve of Bus Rehab funding from LAMTD CIP Budget to rehab two LYNX buses transferred to Citrus Connection not to Exceed \$160,000." 1st George Lindsey/ 2nd Phillip Walker

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 – Letter of Support for City of Lakeland

The City of Lakeland is undergoing a project to update the Providence Road Corridor in order to make it more pedestrian friendly and ADA compliant. They are asking for the agency to express our support in the project through this letter.

> "Approve the Letter of Support as written." 1st Bill Mutz/ 2nd Martha Santiago

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 – ElderPoint Services Update

Update on the performance and activities of the insurance agreement with ElderPoint Services.

Agenda Item #8 – Executive Director Report

- a. Agency Updates
 - -CDC Guideline Updates
 - -Possible new CARES funding but still no FDOT letter from the first cut. 21X will not be able to run and is on

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, Feb 10th, 2021 at 8:30 a.m.

hold.

- -Blackjack media fleet make-up has changed
- -Mulberry manager meeting next month
- -Issues w/ Article 27 of the current CBA
- -Surprise for Ms. Linda on Feb 25th

b.	January Calendar	
	[Attachment Available]	
c.	Ridership and UAP Update	
[At	ttachment Available]	
Age No	enda Item #10 – Other Business ne	
Adj	journment at 9:10 a.m.	
Арі	proved this 10 th day of March 2021.	
Cha	air – Lakeland City Commissioner Sara McCarley	Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MAR 10, 2021 AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING March 10, 2021 AGENDA ITEM #3

Agenda Item: Presentation of the District Independent Audit for FYE

9/30/2020

Presenter: Daniel Anderson, Manager, Mauldin & Jenkins, LLC

Recommended

Action: Staff recommendation to approve the independent audit as

presented.

Summary: Presentation from Mauldin & Jenkins of the FYE 9/30/2020

Independent Financial Audit

Attachments: (1) FYE 9/30/2020 District Independent Audit

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING March 10, 2021 AGENDA ITEM #4

Agenda Item: Partnership Video

Presenter: Erin Killebrew, Director of External Affairs

Recommended

Action: None

Summary: Video highlighting the importance of all our partnerships that help

Citrus Connection provide the best public transportation possible.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MARCH 10, 2021 AGENDA ITEM #5a

Agenda Item: January 31, 2021 LAMTD Monthly Financial Statement

FY 2020-21

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 January 31, 2021 FY 2020-2021

Year to Date January 31, 2021

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	33%	\$3,685,533	\$5,458,905	148%	\$11.01 Million
Expenses YTD	33%	\$3,685,533	\$2,988,161	81%	\$11.01 Million

REVENUES:

The total revenues realized year-to-date through January 31, 2021 totaled \$5.5 million or 148% of the YTD budget.

- Farebox revenues reflect \$89,373 or 45% of YTD budgeted revenues through January 31, 2021 due to decline in Ridership and COVID-19.
- Contract revenues totaled \$47,783 or 79% of the YTD budgeted revenues for UAP (Universal Access Passes).
- Ad Valorem taxes totaled \$4.83 million or 93% of the tax levy. The total budgeted revenues are \$5.2 million.
 Only 95% of the taxes are budgeted by State Law.

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

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

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

- Interest Income on Investment at the LGIP totaled \$5,883 under budget.
- Florida DOT operating grants \$1.6 million is being billed quarterly. These grants are on a cash basis which means the services must be provided before we receive grant assistance. Total revenues \$12,591.
- FTA Section 5307 operating and capital grants budgeted at \$2.8 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.
- Advertising income reflects \$78,000 in line with budget and paid quarterly.
- The Support cost reimbursement revenue is in line with budget.
- Misc. revenue reflects \$1,959 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 January 31, 2021 FY 2020-2021

EXPENSES:

The total expenses year-to-date through January 31, 2021 totaled \$2.99 million or 81% of the YTD budget.

- Salaries and benefits represent 66% of the FY 2020-2021 budget. As of January 31, 2021, these expenses totaled \$1.97 million or 19% under budget of \$2.440 million a favorable variance.
- Professional and Technical Services expenses totaled \$188,828 of the YTD budget, and over budget due to a
 one-time payment for professional services.
- Other services expenses totaled \$15,372 of the YTD budget, under budget.
- Fuel expenses totaled \$98,947 YTD, under budget due to decline in fuel price.
- Materials and supplies totaled \$203,019 and under budget for vehicle parts.
- Dues and subscriptions, and office supplies are over budget due to payment of one-time expense.
- Property appraiser, Tax Collector Commission and CRA payments under 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 for Tax Year 2020 is not paid YTD.

Other remaining expenses are under the YTD budget through January 31, 2021.

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through January 31st the financials reflect a favorable actual variance of \$2.5 million with 33% of the fiscal year due to property tax revenues received in December.

STATISTICAL	TRENDS LAST	FIVE YEARS AU	DITED FINANC	IAL STATEMEN	TS
	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

^{*} Total 10.13%, LAMTD 13.37%, PCTS 4.70%



LAKELAND AREA MASS TRANSIT DISTRICT

FY 2021 MONTHLY FINANCIAL STATEMENT MONTH OF Jan 2021

		Month YTD An							Ann	roved Annual							
			Actual		Budget		Variance			Actual		Budget		Variance		App	Budget
			Actual		Duugei		\$'s	%		Actual		<u> Duuget</u>		\$'s	%		Duaget
REVEN	<u>l</u> <u>Account</u>																
R4	Farebox/Pass Sales	\$	23,471		49,403		(25,931)	-52%	\$	89,373		197,610		(108,237)		\$	592,830
R6	Contract Income (UAP)	\$	10,821	\$	15,105	\$	(4,284)	-28%	\$	47,783	\$	60,420	\$	(12,637)	-21%	\$	181,260
R3	Other Contract Revenue	\$	-	\$	-	\$	-	0%	\$	-	\$	-	\$	-	0%	\$	-
R5	Miscellaneous Income	\$	650	\$	1,667	\$	(1,017)	-61%	\$	1,959	\$	6,667	\$	(4,708)	-71%	\$	20,000
R7	Advertising Revenue	\$	39,000	\$	13,000	\$	26,000	200%	\$	78,000	\$	52,000	\$	26,000	50%	\$	156,000
R8	Investment/Interest Income (net)	\$	1,611	\$	3,667	\$	(2,056)	-56%	\$	5,883	\$	14,667	\$	(8,784)	-60%	\$	44,000
R9	Ad Valorum Income, net	\$	246,618	\$		\$	(186,197)	-43%	\$	4,830,063	\$	1,731,263	\$	3,098,800	179%	\$	5,193,790
R10	FDOT Operating Grant	\$	12,591	\$	135,313		(122,722)	-91%	\$		\$	541,250	-	(528,659)	-98%	\$	1,623,750
R11	Federal Operating Grant	\$.2,55.	\$	206,956		(206,956)	-100%	\$,	\$	827,823		(827,823)	-100%	\$	2,483,470
R13	Cost Recovery	\$	6,862	\$	2,217		4,645	210%	\$		\$	8,867	-	(2,005)	-23%	\$	26,600
R17	City of Lakeland	\$	13,654	\$	15,152		(1,498)	-10%	\$,	\$	60,607		(1,678)	-3%	\$	181,820
R1	· ·	\$	13,034	\$			(1,478)	-100%	\$,	\$,			-100%	\$	-
	Bartow Express	φ	-	ъ \$	1,478	\$ \$. , ,		\$			5,913	-	(5,913)			17,740
R2	PCTS - Support Cost Reimb.	<u>\$</u>	44,612	Φ	44,612	Ф	0	<u>0%</u>	Þ	178,447	\$	178,447	\$	0	<u>0%</u>	\$	535,340
TOTAL	TOTAL REVENUES	¢	548,907	\$	921,383	\$	(372,477)	-40%	¢	5,458,905	\$	3,685,533	\$	1,773,372	48%	\$	11,056,600
TOTAL	I TOTAL REVENUES	Ψ	340,901	Ψ	921,303	Ψ	(312,411)	-40%	Ψ	3,430,303	Ψ	3,003,333	Ψ	1,773,372	48%	Ψ	11,030,000
ELIGIB	LE EXPENSES:																
1	Salaries	\$	374,848	\$	426,970	\$	(52,122)	-12%	\$	1,334,278	\$	1,707,880	\$	(373,602)	-22%	\$	5,123,640
2	Employee Benefits	\$	163,188	\$		\$	(19,985)	-11%	\$		\$	732,690	\$	(95,237)	-13%	\$	2,198,070
3	Advertising Fees	\$	1,240	\$	2,083	\$	(844)	-40%	\$	2,450	\$	8,333	\$	(5,884)	-71%	\$	25,000
4	Professional & Technical Services	\$	3,837	\$	31,767	\$	(27,930)	-88%	\$	188,828	\$	127,067	\$	61,761	49%	\$	381,200
5	Contract Maintenance Services	\$	7,927	\$	7,875	\$	52	1%	\$		\$	31,500	\$	(7,943)	-25%	\$	94,500
6	Other Services	\$	4,338	\$	6,179	\$	(1,841)	-30%	\$		\$	24,717	\$	(9,345)	-38%	\$	74,150
7	Fuel & Lubricants	\$	29,981	\$	45,078	\$	(15,097)	-33%	\$		\$	180,310	\$	(81,363)	-45%	\$	540,930
8	Freight	\$	595	\$	863	\$	(267)	-31%	\$,	\$	3,450	\$	1,324	38%	\$	10,350
9	Repairs & Maintenance	\$	1,276	\$		\$	(3,157)	-71%	\$	9,422		17,733	\$	(8,311)	-47%	\$	53,200
10	Materials & Supplies	\$	51,499	\$	53,221		(1,722)	-3%	\$	203,019		212,883		(9,865)	-5%	\$	638,650
11	Utilities/Telephone	\$	9,184	\$	12,850	\$	(3,666)	-29%	\$,	\$	51,400	\$	(9,384)	-18%	\$	154,200
13	Insurance Expense	\$	36,394	\$	39,680	\$	(3,286)	-8%	\$,	\$	158,720	\$	(16,055)	-10%	\$	476,160
15	Dues & Subscriptions	\$	1,419	\$	-,	\$	(2,245)	-61%	\$		\$	14,653	\$	(549)	-4%	\$	43,960
16	Education/Training/Meeting/Travel	\$	260	\$	7,329	\$	(7,069)	-96%	\$		\$	29,317	\$	(28,053)	-96%	\$	87,950
17	Service Charges	\$	346	\$	1,153	\$	(806)	-70%	\$		\$	4,610	\$	(3,642)	-79%	\$	13,830
18	Office Expense	\$	7,289	\$	12,672	\$	(5,383)	-42%	\$,	\$	50,687	\$	(17,321)	-34%	\$	152,060
19	Advertising & Promotions	\$	1,319	\$	2,083	\$	(764)	-37%	\$	-,	\$	8,333	\$	(4,418)	-53%	\$	25,000
20	Miscellaneous Expenses	\$	761	\$	6,233	\$	(5,472)	-88%	\$	-,	\$	24,933	\$	(14,825)	-59%	\$	74,800
21	Property Appraiser/Tax Collector Comm	\$ \$	4,932	\$ \$	14,267	\$ \$	(9,334)	-65% -100%	\$,	\$	57,067	\$ \$	60,464	106% -100%	\$ \$	171,200
22 23	LDDA, CRA Contributions Capital Expenditures/ Debt Service	\$	- 25,228	\$	20,833 38,813	\$	(20,833) (13,585)	-100%	Φ		\$ \$	83,333 155,250	\$	(83,333) (51,127)	-100%	\$	250,000 465,750
23 24	Bad Debt	\$	25,228	ъ \$	38,813	ъ \$	(13,585)	-35%	\$	104,123	\$	155,250	ъ \$	(51,127)	-33%	ъ \$	2,000
24 25		\$	-	Ф \$	107	Ф \$	(107)	-100% 0%	\$	-	\$	007	Ф \$	(007)	-100% 0%	Ф \$	2,000
25	Restricted Contingency	Ψ		ψ		Ψ	<u>-</u>	<u>0%</u>	Ψ_	 -	Φ	<u> </u>	Ψ	-	<u>U%</u>	Ψ	
TOTAL	TOTAL EXPENDITURES	\$	725,860	\$	921,383	\$	(195,523)	-21%	\$	2,988,161	\$	3,685,533	\$	(697,372)	-19%	\$	11,056,600
	REVENUES (OVER)/UNDER EXPENDITURES	_	(176.954)	\$		\$	(176,954)		\$	2.470.744	\$		\$	2,470,744		\$	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MARCH 10, 2021 AGENDA ITEM #5b

Agenda Item: January 31, 2021 Financials for Polk County Transit Services

Contract - FY 2020-21

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 MARCH 10, 2021 AGENDA ITEM #5b

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of January 31, 2021
Year to Date Report
Percent of FY Reported (33%)

Revenues

- The revenues totaled \$2.4 million or 88% of the year-to-date budget.
- ➤ The FTA grants drawdown shows no activity.
- Fare Revenues totaled \$14,094 or 36% of the year-to-date budget.
- ➤ The Polk County City Contributions reflects a payment of \$495,620 and in line with the FY Budget.
- ➤ The County funding reflects payments of \$1.72 million for the budgeted grants match totaling \$2.584 million for the total payments.
- ➤ The FDOT Grants drawdown reflects no activity.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$2.1 million or 79% of the year-to-date budget.
- ➤ Salaries and wages totaled \$1.13 million or 78% of the YTD Budget.
- ➤ Operating expenses totaled \$.65 million or 74% of the YTD Budget.
- ➤ The contract services are for contractual cost for the several routes with the Contractor Transitions Commute Solutions with expenses YTD totaling \$.35 million or 98% and is under budget.

Lakeland Area Mass Transit District Financial Statement Polk County Contract Month of January 2021

Revenue

Total	\$	8,056,670	\$	2,685,555	\$	2,356,807	88%
Capital Contributions - County	φ		φ	-	φ	-	076
Capital Contributions - County	\$		\$		\$		0%
FTA 5307 Grant	\$	2,781,040	\$	927,013	\$	-	0%
FTA	_	2 = 2 / 2 / 2	Ļ	227 212			
RURAL AQR07	\$	1,362,410	\$	454,137	\$	-	27%
GOV71/G1481 - WHAT/ADA	\$	625,820	\$	208,607	\$	-	0%
FDOT Block Grants:							
	*	,	,	10,100		,,,,,,	
Fares	\$	117,400	\$	39,133	\$	14,094	36%
Outer Nevertue Hallster Cares Fullullig	Ψ	00,704	Ψ	22,201	Ψ	-	0 /0
Other Revenue Transfer Cares Funding		66,784	\$	22,261	\$		0%
County Contribution - PCTS	\$	497,320	\$	135,740	\$	433,010	0%
City Contribution	\$	497,320	\$	165,773	\$	495,616	299%
County Match Other Contract Revenue - County	\$	2,176,676 22,000	\$	725,559 7,333	\$	1,722,597	0%
Revenues	Φ	0.476.676	r.	705 550	r	4 700 507	237%
		Budget		D Buuget	- ' '	D Actual	Expended
		Budget	VT	D Budget	VI	TD Actual	Expended
		Annual					Percent

Expenses

		Annual	\/T	FD Davidsont	V	TD Astrod	Percent
		Budget	Y	TD Budget	Y	TD Actual	Expended
Labor	\$	4,336,990	\$	1,445,663	\$	1,131,508	78%
Contract	\$	1,074,000	\$	358,000	\$	349,567	98%
Operating	\$	2,645,680	\$	881,892	\$	649,636	74%
Capital	\$	-	\$	-	\$	-	0%
Canital Laurahman Dauta	•		¢		¢		00/
Capital - Loughman Route	\$	-	\$	-	\$	-	0%
Total	\$	8,056,670	\$	2,685,555	\$	2,130,711	79%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MARCH 10, 2021 AGENDA ITEM #5c

Agenda Item: January 31, 2021 Financials for The Transportation

Disadvantaged Program - FY 2020-21

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, 2020 and ends June 30, 2021. 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 MARCH 10, 2021 AGENDA ITEM #5c

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of January 31, 2021
Year to Date Report
Percent of FY Reported (58%)
State FY July 1, 2020 thru June 30, 2021

Revenues

- ➤ The revenues totaled \$678,550 or 67% of the year-to-date budget.
- ➤ The TD Trust Fund Grant drawdown reflects \$620,680 or 80% of the grant.
- > Contract Revenues and other revenues totaled \$124.
- ➤ The County funding for the match totaled \$57,740 or 67%.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$642,500 or 74% of the year-to-date budget.
- ➤ Salaries, wages and benefits totaled \$535,550 or 96% of the YTD Budget.
- ➤ Operating expenses totaled \$106,950 or 35% of the YTD Budget.

Operating Results

Actual Revenues exceeded actual expenses by \$36,050 a favorable variance.

Lakeland Area Mass Transit District Transportation Disadvantage Program Period Ending - January, 2021

Revenue

	Annual Budget		YTD Budget		ΓD Actual	Total YTD	
Revenues							
County Match 10%	\$	148,300	\$ 86,508	\$	57,743	67%	
Contract Revenue	\$	260	\$ 152	\$	124		
Adult Day Care			\$ •	\$			
FDOT Grants:			\$ •				
CTD Grant -Operating	\$	1,334,690	\$ 778,569	\$	620,679	80%	
Total	\$	1,483,250	\$ 865,229	\$	678,547	78%	

Expenditure

	Anı	nual Budget	Y	TD Budget	YTD	Actual	Total YTD
Labor	\$	957,930	\$	558,793	Ç	\$535,554	96%
			\$	-			
Operating	\$	525,320	\$	306,437	\$	106,951	35%
Total	\$	1,483,250	\$	865,229	,	\$642,505	74%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MARCH 10, 2021 AGENDA ITEM #5d

Monthly Financial Report Coronavirus Aid, Relief, and Economic Security CARES ACT FUND

Agenda Item: January 31, 2021 CARES ACT Funding - FY 2020-21

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.

In FY 2020-21 The CARES ACT Funding is 100% Grants for a

three-year period FY 2021-2023.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MARCH 10, 2021 AGENDA ITEM #___

Monthly Financial Report – January 2021 Coronavirus Aid, Relief, and Economic Security CARES ACT FUND (33% of FY)

Fund	Total Project Budget			FY 2020-2021 Annual Budget			Actual Expenses FY 2020-2021			Percent Expended FY 2020-2021		
	Operating	CIP	Budget	Operating	CIP	Budget	Operating	CIP	Total	Operating	CIP	Total
FUND 3- LAMTD	\$2,150,350	\$4,873,060	\$7,023,410	\$716,790	\$1,624,350	\$2,341,140	\$31,713		\$31,713	4%		4%
FUND 4 POLK	2,018,763	3,114,575	5,133,338	672,920	1,038,190	1,711,110	76,292		76,292	7%		7%
COUNTY												
FUND 7 LAMTD	125,000	690,000	815,000	41,670	230,000	271,670	6,748		6,748	16%		16%
FUND 8 LAMTD	2,198,900	0	2,198,900	732,970	0	732,970	50,599		50,599	7%		7%
TOTAL	\$6,493,013	\$8,677,635	\$15,170,648	\$2,164,350	\$2,892,540	\$5,056,890	\$165,352		\$165,352	8%		8%

Date: 2-24-2021

Lakeland Transit CARES ACT FUNDING

FUND	FUND	BUDGET	OPERATING	CAPITAL	DESCRIPTION
NUMBER	NAME	\$ TOTAL	\$ BUDGET	\$ BUDGET	DESCRIPTION
FUND 3	Operations	2,150,350		,	LAMTD Operations and
	•				Capital -Description
					Funded for FY 2021,2022
					and 2023
	CIP	4,873,060			
	Total	\$7,023,410			
		1,742,560		1,742,560	Non-Fleet Maintenance
					George Jenkins- Parking
					Lot
		150,000		150,000	Camera Systems
		197,820	197,820		Terminal Security Position
		100,000	100,000		Stop and Shelter repairs
		176,180	176,180		Route Maintenance
		100 000		100.000	Position
		100,000		100,000	Personal protection
		4.676.250	4.676.250		equipment
		1,676,350	1,676,350		Service Expansion- Winter
					Haven, Lakeland, Rural,
		2,880,500		2,880,500	Plus 4 Operators Eight replacement buses
Total		\$7,203,410	\$2,150,350	\$4,873,060	Total New Positions - 6
TOTAL		\$7,203,410	\$2,130,330	34,873,000	Total New Positions - 0
FUND 4	Operations	2,018,763			POLK COUNTY – FY 2021,
	o por a crosso	_,0_0,00			2022 and 2023
	CIP	3,114,575			
	Total	\$5,133,338			
		1,258,000		1,258,000	Fleet Maintenance Facility
					East County
					Plus, 4 Operator Positions
		176,180	176,180		2 Route Maintenance
		170,100	170,100		Position /
					Terminal Security
		1,306,206	1,306,206		Service Expansion-
		, ,	, ,		Restoration of Poinciana
					Road
					Lake Wales to Mulberry
					Route
		536,377	536,377		5 Fleet Maintenance Staff
		1,856,575		1,856,575	Replacement Buses
Total		\$5,133,338	\$2,018,763	\$3,114,575	Total New Position - 11

AGENDA ITEM # - CONT.

FUND NUMBER	FUND NAME	BUDGET TOTAL	OPERATING	CAPITAL	DESCRIPTION
FUND 7	Operations	125,000			LAMTD FY 2021, 2022 and 2023 For CIP and Shelter
					Repairs
	CIP	690,000			перанз
	Total	\$815,000			
	Total	7013,000			
		690,000		690,000	Three New Expansion
		·		·	Buses
		125,000	125,000		Stop and Shelter Repairs
Total		\$815,000	\$125,000	\$690,000	Total New Positions - 0
FUND 8	Operations	2,198,900	2,198,900	0	LAMTD Funded FY 2021,
TONDO	Operations	2,130,300	2,138,300		2022 and 2023 – For
					Operations
	CIP	-		0	,
	Total	\$2,198,900	0	0	1 Transit Supervisor
					4 Bus Operators
		493,644	493,644		Restoration- Poinciana
					Rural Route
		1,529,075	1,529,075		Expansion Route along
					US60 from
		176,181	176,181		Mulberry to Lake Wales Full time Route
		170,101	170,161		Maintenance Position
Total		\$2,198,900	\$2,198,900		Total New Positions- 6
10001		+2,23,300	72,233,300		. 3 (4) (10) (10) (10)
GRAND	Operations	6,493,013			
TOTAL					
	CIP	8,677,635			
	Total	15,170,648			Total New Positions - 23

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: MARCH 10, 2021 AGENDA ITEM #5e

Agenda Item: Federal Transit Administration 2021-2022 Section

5311 Formula Grants for Rural Areas application and

Resolution 21-08

Presenter: David Persaud, CFO

Recommended

Action: Staff recommend approval of the 2021-2022 Section

5311 grant award and corresponding Resolution for the

County Operations.

Summary: This grant provides needed services to citizens in the

rural areas of Polk County. The District was awarded 5311 grant funding in the amount of \$1,000,000. This is a 50/50 match. FTA will provide \$500,000 with in-kind match of \$500,000 to be provided by the County. If awarded this program will be included in the 2021-2022 budget. This is an annual recurring grant for the county.

Attachments: #21-08 Resolution



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

RESOLUTION #21-08

A RESOLUTION of the <u>Lakeland Area Mass Transit District</u> authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the
Florida Department of Transportation.
WHEREAS, <u>Lakeland Area Mass Transit District</u> has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:
NOW, THEREFORE, BE IT RESOLVED BY THE <u>Lakeland Area Mass Transit District</u> FLORIDA:
1. That the PTGA for Item-Segment-Phase-Sequence (Financial Management Number) <u>440258-1-84-05</u> is approved.
2. That <u>Tom Phillips</u> , <u>Executive Director</u> or their designee is authorized to enter into modify or terminate the PTGA with the Florida Department of Transportation unless specifically rescinded.
DULY PASSED AND ADOPTED THIS
March, 10 th , 2021
By:Sara Roberts-McCarley
Title Board Chair
ATTEST:
(Seal)

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING March 10, 2021 AGENDA ITEM #5f

Agenda Item: Resolution #21-09 FLORIDA DEPARTMENT OF

TRANSPORTATION (FD0T) Grant Award for the Lakeland Area Mass Transit District 5310 CAPITAL

FUNDS

Presenter: David Persaud, CFO

Recommended

Action: Recommend Approval of FDOT funding for the Federal

Transit Administration (FTA) Section 5310 Grant Funds, as Designated Recipient and under the Countywide

Transit System Agreement.

Summary: The District is applied to the FDOT under Sections 5310

for capital assistance, more specifically to replace two radios that exceed their useful life in the Lakeland Area

Mass Transit District.

Funding: This grant requires an 80/10/10 split. FTA will provide

\$8,800 with grant funding, FDOT will provide \$1,100 inkind funds and LAMTD will provide \$1,100 in local contributions. Total grant amount with match \$11,000

was included in the LAMTD FY 2021-2022 budget

Attachments: Resolution 21-09

Resolution #21-09

A RESOLUTION of the <u>Lakeland Area Mass Transit District</u> authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

WHEREAS, <u>Lakeland Area Mass Transit District</u> has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

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

- 1. That the PTGA for Item-Segment-Phase-Sequence (Financial Management Number) <u>448809-1-94-01</u> is approved.
- 2. That <u>Tom Phillips</u>, <u>Executive Director</u> or their designee is authorized to enter into, modify or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS

March 10, 2021

		By:Sara Roberts -McCarley
		Title <u>Chairman</u>
ATTEST:		
	(Seal)	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING March 10, 2021 AGENDA ITEM #6a

Agenda Item: Supplemental Funding from CIP Budget for Engines

& Transmissions

Presenter: Joseph Cheney, Maintenance Director

Recommended

Action: Approve the Supplemental funding of \$209,200.00 for

Engines and Transmissions.

Summary: The follow is a listing of engine and transmission

expenses that was not previously requested or approved. In some cases, we have delayed expenses on buses transferred from LYNX that are now coming due. In other cases the equipment is showing its age and needs to

be replaced.

	FY 20120-21 CAPITAL IMPROVEMENT BUDGE	<u>T</u>
Item	ITEM	TOTAL COST
1	Engine Replacement -Fixed Route -Cummins Model ISC QTY = 2 @ \$19,000 each LYNX Bus Group 701-705	\$38,000.00
2	Engine Replacement - Fixed Route - Cummins Model ISB QTY = 2 @\$21,000 each	\$42,000.00
3	Engine Replacement -Fixed Route -Cummins Model ISL QTY = 3 @ \$26,000 each	\$78,000.00
4	Transmission Replacement - Fixed Route - Voith 2@\$11,000 ea	\$22,000.00
5	Transmission Replacement-Fixed Route-Allison 2@\$5,000 each	\$10,000.00
6	Transmission Replacement Para Transit -Ford - 2 @ \$3,200 each	\$6,200.00
7	Transmission Replacement Para Transit Chevy- @ \$3,000 each	\$24,000.00
	Total Projected Cost	\$220,200.00

Funding: Funding is available through the CIP Budget.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: MAR 10, 2021 AGENDA ITEM 6b

Agenda Item: East Polk Garage

Presenter: Joseph Cheney, Director of Fleet Maintenance and

Facilities

Recommended

Action: Informational

Summary: Discussion of funding and intent of an East Polk

Maintenance facility.

Attachments: Presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MAR 10, 2021 AGENDA ITEM #7a

Agenda Item: Extension of Avail ITS System Maintenance and Support

Agreement

Presenter: Aaron Dunn, Director of Revenue Services

Recommended

Action: Recommend the Board approves a five-year extension of Avail ITS

System Maintenance and Support Agreement.

Summary: In April of 2017, the board approved the original Avail ITS System

Maintenance and Support Agreement. Since that time, the District has utilized the support agreement to facilitate numerous essential functions of transit operations, including: trip scheduling, customer vehicle tracking (myStop Mobile), electronic fare collection, ridership tracking, and real-time GPS tracking. As of February 2021, that agreement expired, and the District is now in need of implementing an extension of the ITS Agreement to continue to

perform these essential functions.

Funding: Funding for this is agreement was included in the FY20/21 budget.

Year one of this contract will be \$105,753.51; this expense will be split between LAMTD budget (\$52,876.755) and the County budget (\$52,876.755). The remaining four years will be split between the LAMTD and County budgets respectively; year two will be \$108,926.12, year three will be \$112,193.90, year four will be \$115,559.72, and year five will be \$119,026.51. The total cost of the agreement will be \$561,459.76 saving \$48,822.59 from a year-to-

year contract.

Attachments: Extension of ITS System Maintenance and Support Agreement



February 24, 2021

Joseph Cheney
Lakeland Area Mass Transit District (Citrus Connection)
1212 George Jenkins Blvd.
Lakeland FL 33815

Re: Extension of ITS System Maintenance and Support Offer

Dear Mr. Cheney,

Avail Technologies, Inc. is pleased to provide Lakeland Area Mass Transit District (Citrus Connection) with this offer to extend the system maintenance and support for your Avail ITS system. Your current plan is due to expire on February 28, 2021.

For your convenience, we have included a pricing table that offers significant savings for committing to a multiple-year renewal:

- 5-year commitment with annual payment at the start of each plan year
- 5-year commitment with single payment at the start of the plan

Notes on changes from previous contract:

- 4G modem hardware warranty
- 4G modem remote management software fees
- Assessed cellular data increases Avail has seen data usage increase from 12mb to 75mb on average be vehicle and have adjusted our pricing accordingly.

If you are acceptant of the plan, please indicate your renewal term election on in <u>Section 3</u> of this document, sign the attestation that you agree to the terms of the contract and payment terms aligning with your election, and return to Avail. Please e-mail the entire signed document to <u>contracts@availtec.com</u> for execution.

In closing, we hope you find the information we have provided demonstrates the level of commitment that Avail provides to Lakeland Area Mass Transit District (Citrus Connection) and the strong value that we offer. If you have any questions, please do not hesitate to contact Caitlyn Ingram at 609.202.2579 or via e-mail at cingram@availtec.com.

Sincerely,

Kerry Couch

Chief Financial Officer

1 SUPPORT AND WARRANTY

THIS AGREEMENT "(AGREEMENT") is made and entered into effective as of *March 1, 2021* (the "Effective Date"), by and between Avail Technologies, Inc., a Pennsylvania corporation located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called "AVAIL", and Lakeland Area Mass Transit District (Citrus Connection), located at 1212 George Jenkins Blvd., Lakeland FL 33815, hereinafter "PROPERTY", collectively referred to as the "PARTIES."

Customer's rights under this Agreement will begin on the Effective Date and will end on the Subscription End (the "Term" as defined in Section 1.1.3). The Term will automatically renew for successive periods of twelve (12) months (each, a "Renewal Term", and the Initial Term and Renewal Term are collectively, the "Term"), unless a party gives the other party written notice of non-renewal at least THIRTY (30) days prior to the end of the then current Term, or the Agreement is sooner terminated as provided in the Terms and Conditions.

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in <u>Section 2-Software</u> <u>Licensing</u> of this document and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the following terms and conditions and the terms and conditions of the License Agreement.

1.1 DESCRIPTION AND TERM

1.1.1 Systems Covered

The materials covered in this Agreement are the hardware and software required for deployment of the AVAIL Intelligent Transportation System (ITS). The software which includes AVAIL's Enterprise Transit Management Software (ETMS) ("Software"), is defined and more fully described in and subject to, Section 2 — Software Licensing, as updated with any improvements or modifications furnished to PROPERTY hereunder;

1.1.2 **SITES**

1212 George Jenkins Blvd., Lakeland FL 33815

1.1.3 TERM & DEFINED INCLUSIVE PERIOD OF SERVICE

The term is defined as the covered dates corresponding to the renewal election as indicated in <u>Section 3</u> of this agreement. This Agreement shall be reviewed by both Parties for any renewal of term at least sixty (60) days prior to the expiration of the current term.

1.2 **DEFINITIONS**

1.2.1 SPECIFICATIONS

"Specifications" shall mean the documentation to which the Software must conform as set forth in the Section 2 – Software Licensing;



1.2.2 **E**RROR

"Error" shall mean a material and reproducible failure of the Software to function in conformity with the Specifications.

1.2.3 ADDITIONAL SERVICES

"Additional Services" shall mean any service that is not covered by this agreement.

1.2.4 HOSTED SUPPORT

"Hosted Support" (as elected under services in <u>Section 1.14.1 - Figure 1</u>) shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the contract period.

1.2.5 **ANNIVERSARY**

"Anniversary" shall mean the beginning date of the support period and the annual occurrence of that date for the duration of the defined support period.

1.2.6 CURRENT SUPPORT PERIOD

"Current Support Period" shall mean the inclusive dates of support as described in Section 1.1.3

1.3 CUSTOMER SUPPORT PLANS

Customer has elected the level of support as indicated in Section 1.14.1 - Figure 1

1.4 **AVAIL RESPONSIBILITIES**

During the term of this Agreement, AVAIL shall provide the following support measures

1.4.1 STANDARD LEVEL OF SUPPORT

The Standard Level of Support of which there are two problem resolution standards (See <u>Section 1.14.1</u> - Figure 1):

1.4.1.1 GENERAL PROVISION:

- A. Telephone hot line access for problem and error reporting and response of diagnostic services;
- B. Ability to initiate support requests via e-mail to support@Availtec.com
- C. Ability to initiate support requests via Avail Customer Support Portal by visiting https://www.availtecportal.com
- D. AVAIL shall staff their Call Center during regular business hours see Section 1.14.1 Figure 1. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;



1.4.1.2 ROUTINE CARE

- A. AVAIL shall respond to the call as stated in Section 1.14.1 Figure 1;
- B. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, Property Name and Contact Phone Number;
- C. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical;
- D. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.

1.4.1.3 URGENT CARE

- A. AVAIL will respond to a call as stated in Section 1.14.2 Figure 2;
- B. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;
- C. The error will be entered into the AVAIL tracking system:
- D. On-site response for requests for remedial support and diagnostic repair services in response to shall be pursuant to <u>Section 1.14.2 Figure 2</u> of this Agreement.

1.4.1.4 System Self-Diagnostics and Self-Healing capabilities

- A. Through the use of sophisticated software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.
- B. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

1.5 PROPERTY RESPONSIBILITIES

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any additional services that the PARTIES agree. PROPERTY shall provide:

- A. A key technical contact that shall be familiar with the System to provide adequate information and feedback in order to facilitate problem reporting and resolution;
- B. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support:
 - I. Promptly notify AVAIL of any error in the System;
 - II. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error,



the current status of the system, a determination if the system is functional, and a state retrieval, if requested;

- III. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;
- IV. Allow AVAIL prompt and reasonable access to:
 - a. The Software and ITS Server system through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider, as described in the IT/IS Vendor Guidelines as presented in the contract.
 - b. PROPERTY's physical sites, at the locations specified in the Support Plan of this Maintenance and Support Agreement.
- V. Provide a safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and additional services on-site.
- VI. PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered additional services.

1.6 SOFTWARE MAINTENANCE

AVAIL shall notify and make available to the PROPERTY all, Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment for Maintenance and Support fees.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for support fees. All New Feature



Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of the Software License Agreement and this Maintenance and Support Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in <u>Section 2.1.7</u> for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Maintenance and Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in <u>Section 1.14.1 – Figure 1</u> for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

1.7 MAINTENANCE AND SUPPORT SERVICES

- A. The PROPERTY shall pay the Maintenance and Support charges set forth, and the PROPERTY will receive technical support for the term of this Contract;
- C. Provided the PROPERTY has paid the applicable Maintenance and Support, AVAIL shall support the Hardware and Software as set forth in this Agreement;
- D. Corrections For a period of Twelve (12) months following the release of a Purchased Feature Enhancement upgrade, AVAIL will use reasonable efforts to support any previous Release of that Software program. AVAIL shall advise the PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by the PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;
- E. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware;

In the event that AVAIL provides any additional services requested by PROPERTY, AVAIL shall invoice for such additional services based upon its then-current time and material rates. PROPERTY shall pay all charges for such additional services within thirty (30) days from the date of invoice. Charges for additional services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing additional services at PROPERTY's request.

Additional Maintenance and Support, which shall follow the completion of this contract pursuant to Section 1.1.3, may be extended for an agreed upon timeframe by the PARTIES. The cost would be at AVAIL's then-current standard Maintenance and Support Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary of the completion date. If PROPERTY purchases Maintenance and Support for any copy of the Software, it must purchase



Maintenance and Support for all licenses of such Software unless PROPERTY has discontinued the use of certain licensees within the Avail Suite of purchased and installed modules.

1.8 TRAVEL EXPENSES

PROPERTY will reimburse the AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement which shall receive prior approval from PROPERTY. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month.

1.9 CONFIDENTIALITY

The Confidentiality provision of the Software license Agreement is hereby incorporated by reference into this Agreement.

1.10 MAINTENANCE AND SUPPORT

AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

This Maintenance and Support agreement includes the software and hardware listed below for this entire term. If during the duration of this Maintenance and Support Agreement, any software or device of the System were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

1.11 SYSTEM SUPPORT

AVAIL will provide remote and, if necessary, on-site system support as per <u>Section 1.11.2(B)</u>, for the term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration;

1.11.1 PHONE AND REMOTE DIAGNOSTIC SYSTEM SUPPORT

- A. AVAIL will provide consultation to PROPERTY's Key Technical Contact to:
 - I. Facilitate remote troubleshooting and solution implementation;
 - II. Acquire and review data logs for problem identification via remote access line;
 - III. Provide problem analysis and possible resolution;
 - IV. PROPERTY must maintain remote access capability for AVAIL to diagnose reported software and systems problems. Remote access will be via a VPN connection;
 - V. AVAIL can, at PROPERTY's request, assist in arranging for service and support of non-warranted components (i.e. LAN interface to the Communications system and Installation /



Removal services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.

1.11.2 EXCEPTIONS

- A. If it is determined by AVAIL that a system problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;
- B. On-site support is not included in the offer but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge.

1.12 MAINTENANCE AND SUPPORT COMPONENTS

1.12.1 CAD/AVL SOFTWARE (INCLUDES ALL APPLICABLE LICENSE FEES)

Item – Description	Qty
myAvail Operations – Dispatch, Replay, TALE	Site
myAvail WiNG/Netman	Site
myAvail RTPI solution – Web, Mobile Web, SMS, iPhone App, Android App, Alerts, Subscription, Public Service Announcements, site license, internet application	Site
DataPoint	Site
myAvail TIDS Prediction Engine	Site
Business Intelligence	Site

1.12.2 **ERP SOFTWARE (INCLUDES ALL APPLICABLE LICENSE FEES)**

1.12.3 HARDWARE

1.12.3.1 COVERED EQUIPMENT

Item – Description	Qty
Vehicle Logic Unit –IEB, IVU1, IVU2, IVU3	35
MDT – Vector 9000, mSlate, 10" display	88
RCU/CCM	35
PA Amplifier	35
Mackenzie DADS Annunciator	28
Sunrise Next Stop Sign	35
InfoDev APC System	35
Digi WR54 Data Routers	90
Sierra Wireless RV50X Modems	11



Data Display	Sign	1
1.12.3.2	COVERED COMPUTER EQUIPMENT	
1.12.3.3	COMMUNICATIONS	

Item – Description	Qty
AVL Cellular Data	98
Public Wi-Fi Cellular Data	0

Changes in the fleet composition and cellular data needs of PROPERTY will be assessed as vehicles are added/removed. Data usage will be evaluated semi-annually as the fleet and data usage is expanded by PROPERTY and additional data fees may be assessed by Avail to cover usage.

1.12.4 THIRD-PARTY

1.12.4.1 COVERED THIRD-PARTY SOFTWARE

1.12.4.2 COVERED THIRD-PARTY HARDWARE

1.12.5 Non-Covered Equipment

Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

1.12.6 **System Maintenance**

- A. PROPERTY is responsible for equipment replacement as required for all installed equipment including:
 - I. In-vehicle equipment;
 - II. Wireless modem;
 - III. Wireless LAN;
- IV. Wayside Sign Component modules
- B. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item returned to AVAIL must follow AVAIL'S RMA procedures;
 - I. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. AVAIL will return ship at AVAIL's expense.

1.12.6.1 EXCEPTIONS:

A. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media,



panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;

- B. AVAIL is not responsible for:
 - I. Products that are not used and serviced according to the training and instructions provided by AVAIL;
 - II. Products that have been altered, repaired or modified without prior consent from AVAIL;
 - a. Products damaged by any third-party equipment or intervention, force of nature or other conditions not In AVAIL's control;
 - b. Products damaged due to negligence or abuse.
 - c. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
 - d. Shipping and shipping related costs of products mailed to AVAIL;
 - e. Costs associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.
- C. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.

1.12.6.2 TIME AND MATERIAL CHARGES FOR NON-SUPPORTED HARDWARE REPAIRS OR SUPPORT

- A. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;
- B. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;
- C. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to <u>Section</u> 1.14.1 – Figure 1);
- D. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates).
- E. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to <u>Section 1.8</u> of this agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.

1.12.6.3 INSTALLATION

Vehicle Installations 90 – Days



1.12.6.4 System Maintenance Logging

All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and configuration management tools for Software.

1.13 LIMITS OF MAINTENANCE & SUPPORT PLAN

The maintenance and support set forth in this agreement is a limited maintenance and support plan. The hardware and software included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the license agreement.

1.13.1 LIMITATION OF LIABILITY

- A. Except with respect to the obligations of Avail, in no event shall Avail's liability for any reason and upon any cause of action under the software license agreement exceed the maintenance and support fees paid by property to Avail;
- B. Aside from the provisions listed in the contract Avail shall not be liable for any loss of profits, any incidental, special, exemplary or consequential damages; or any claims or demands brought against property or any third party.
- C. The parties shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this agreement.

1.13.2 **T**ERMINATION

- A. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this agreement. In the event of termination under this paragraph, property will not be entitled to any refund of any portion of the fees paid to Avail under this agreement, unless Avail:
 - I. Materially breaches this agreement and fails to cure such breach within thirty (30) days after notice from property;
 - II. Delivers a notice that the software has been declared obsolete or withdrawn from sale;
 - III. Otherwise discontinues providing standard level of support for the myAvail software suite:
 - a. Avail shall refund to property an amount equal to the aggregate support charges paid by property for the time during which the standard level of support services was not provided to property.



1.14 AVAILABLE CUSTOMER SUPPORT PLANS

1.14.1 FIGURE 1 - MAINTENANCE AND SUPPORT PLAN

Plan	Description
Standard Business and Extended Hours	 Routine Care and Urgent Care are provided during standard business hours. If needed for a non-covered item, Time and Material charge mechanism must be in place <u>before</u> work will commence Urgent Care response 24/7 access to the Avail Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. A customer support line to contact the on-duty support engineer at Avail. The continuation of Urgent Care resolution after Standard Business Hours.
Hosted System	 Includes all features of Standard Business Hour Support and Extended Hours Support Avail operates and maintains the fixed end computer system in our dedicated data center operation Avail connects to your high-speed communications interface provider Avail maintains system backup services and operational system redundancy Includes system hardware maintenance and software release maintenance and upgrades Avail provides the staff for operation and maintenance of the computer system at the hosted location



1.14.2 FIGURE 2 - PROBLEM RESOLUTION STANDARDS

Level	Definition	Target Action
Routine Care	 Production use of the system is possible, but a business function is disabled, and no workaround exists; This category also applies to problems which severely impact the progress of an implementation project where no workaround exists. 	 Initial response within (4) four business hours; Resource assigned within a day and remains assigned until resolution; Activity to resolve problem during business hours; Target Resolution: 72 hours.
Urgent Care	 Business Critical – Production use of the system is not possible; No communication with vehicles and no workaround exists; PROPERTY requires resolution urgently do to financial, legal and public risk exposure. 	 Initial response within (1) one business hour for Standard Business Hours Support; Extended Hours Support response time will be one (1) hour Resource assigned immediately and remains assigned until resolution; Immediate activity to resolve problem; Target Resolution: 24 hours.



1.15 REPORTING PROCESS

- A. Critical or Urgent issues such as an outage should be reported via phone to 814-234-3394 x1050
 - I. Outside normal business hours (7 am to 8 pm Eastern Time)
 - a. 814-234-3394 x1050, then press 1
- B. RMA Requests, Low/Medium priority issues can be submitted via customer portal, email or phone.
 - I. Portal https://www.availtecportal.com
 - II. Email support@availtec.com
 - III. Phone 814-234-3394 x1050
- C. If no answer at the Call Center, be sure to leave caller name, property name and contact phone number, description of problem;

1.16 STANDARD BUSINESS HOURS

- A. Monday through Friday;
- B. 7:30 AM to 7:30 PM EST;
- C. National holidays excluded.

January 1st Presidents Day

Memorial Day July 4th

Labor Day Thanksgiving Day

Friday Immediately after Thanksgiving Christmas Eve -Dec. 24th

Christmas Day - Dec. 25th

NOTE: If the Holiday falls on a **Saturday**, AVAIL is <u>closed</u> on the **preceding Friday**. **NOTE**: If a Holiday falls on a **Sunday**, AVAIL is <u>closed</u> on the **following Monday**



1.17 WORKFLOW

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the onsite engineering /technical support services are included in this agreement. The cost for the travel and living expenses shall be agreed upon between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

2 SOFTWARE LICENSING

WHEREAS, Avail is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, Licensee, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee and Avail have entered into a contract ("Contract") for equipment, software, and services, defining the licensing terms for Avail's software; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

2.1 LICENSE TO USE SOFTWARE

2.1.1 **DESCRIPTION**

In consideration of the payment of the license fees set forth in the Contract, and subject to termination as provided below, Avail grants to Licensee a nonexclusive, nontransferable license (as provided in <u>Section</u> **2.1.3** below) to use the Avail Enterprise Transit Management Software (ETMS).



THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

2.1.2 **T**ERM

As subject to Section 1.1.3

2.1.3 **SCOPE OF PERMITTED USE**

Pursuant to <u>Section 1.12.1</u>, and <u>Section 1.12.2</u> – Licensee agrees that it may allow its designated employees or computers (Users) access to the software and may manage all authorized vehicles in the Software.

2.1.4 Scope of License Rights; Restrictions

- A. The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this <u>Section 2.1.4</u> (A)(I) through <u>Section 2.1.4</u> (A) (IV):
 - I Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Contract, or access the Software via the Internet, but in either case only for use by that number of users specified and only for the purpose of serving the internal needs of the business of Licensee;
 - II In support of Licensee's authorized use of the Software, store the Software's machinereadable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in the Contract;
 - III Make 2 copies of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that and,
 - IV Use the Documentation solely to assist Licensee in its authorized use of the Software.
- B. The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:
 - I Copy (except as expressly permitted in <u>Section 2.1.4(A)(III)</u> above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;
 - II Copy or provide any third party with access to or use of any of the Documentation without the prior written consent of Avail;



- III Transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of Avail, and then only if:
 - i. Licensee keeps no copies of the Software or Documentation;
 - ii. Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software and Documentation; and,
 - iii. The transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 2.1.4(B)(III);
- IV Remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation.
- V Publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,
- VI Use any trademarks or service marks of Avail.

2.1.5 LIMITED WARRANTY AND LIMITATION OF WARRANTIES

- A. Subject to the conditions and limitations set forth herein, Avail warrants for a period of (12 months) immediately following the System Acceptance of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Contract. Subject to the provisions and limitations set forth herein, Avail will correct any such nonconforming Software if Licensee has notified Avail of such nonconformity in writing within the Warranty Period. Avail shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to Avail the existence and nature of such nonconformity within the Warranty Period, and such nonconformity cannot be verified.
- B. The limited warranty set forth in Section 2.1.4(A) above does not apply to any Software that has been repaired or modified by persons other than Avail or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than Avail. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with Avail's User Manual and any other written instructions provided by Avail to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. Avail makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.
- C. Avail makes no warranty that the software will operate with all applications, utilities, or other memory resident programs.
- D. Avail shall not be responsible for any obsolescence of the Software for any reason. Furthermore, Avail assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.



2.1.6 LIMITATION OF LIABILITY

- A. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 2.1.7, THE CUMULATIVE LIABILITY OF AVAIL TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.
- B. IN NO EVENT SHALL AVAIL BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- C. Avail and Licensee do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

2.1.7 Proprietary Protection and Restrictions

- A. Licensee acknowledges and agrees that the Software and Documentation is the sole property of Avail and contains copyrighted, confidential and trade secret information, and that as between Avail and Licensee, Avail shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Avail. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation. Furthermore, Licensee will indemnify and hold Avail harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of Licensee's action or inaction.
- B. Licensee hereby authorizes Avail to enter Licensee's premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms of this Agreement. Licensee will cooperate fully with Avail and promptly provide Avail and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay Avail's access to Licensee's premises and computers or the inspection thereof.
- C. Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, Avail will not have an adequate remedy in money or damages. Avail shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction



immediately upon request. Avail's right to obtain injunctive relief shall not limit its right to seek further remedies.

2.1.8 INDEMNITY

If a third-party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, Avail will defend Licensee against such claim at Avail's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies Avail in writing of the claim, cooperates fully with Avail in the defense of any such claims, and allows Avail to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, Avail will, at it option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in Avail's sole discretion is not economically feasible for Avail to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, Avail shall have no obligation for any claim based on Licensees modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by Avail. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

2.1.9 **EXPORT AND GOVERNMENT USE RESTRICTIONS**

Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

2.1.10 Incorporation of other Software

The Software may incorporate material or components which are owned by third parties and which are used by agreement between Avail and such third parties. Licensee acknowledges and agrees that any third-party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

2.1.11 **A**SSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by licensee without the prior written consent of Avail and upon payment of an assignment fee.



2.1.12 **SEVERABILITY**

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

2.1.13 **No Third-Party Rights**

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

2.1.14 **CONTRACT SERVICES**

2.1.14.1 TRADITIONAL & WARRANTY & SUPPORT PLAN

To Ensure System Reliability

A. Includes standard phone, email, and remote debugging support

2.1.14.2 SOFTWARE UPGRADES

To keep your software current with the latest features

- A. Includes software updates to latest release
- B. Includes training on new features and reports

2.1.14.3 FOLLOW-UP ADOPTION SUPPORT TRAINING (FAST)

And finally, our exclusive **Follow-on Adoption Support Training (FAST)** to ensure your software is being adopted for maximum return on your technology investment

- A. Includes invitation to our Quarterly Webinars
- B. Includes annual onsite assessments
- C. Includes invitation to Annual FAST user conference

2.1.15 **E**NTIRE **A**GREEMENT

This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial



waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS **WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.



3 SUPPORT, WARRANTY & LICENSE RENEWAL ELECTION

The following table outlines the costs for each plan and the savings being offered in each plan. If changes are made between the delivery of this offer and renewal that affect support pricing, a revised offer will be provided. As features are added while the agreement is in effect, additional M&S costs will be assessed based on the features or equipment added.

Endorsement – Lakeland Area Mass Transit District (Citrus Connection) accepts the offer of: (check one)

Period of Support	١	nnual Price // Year-to- ear Contract	nnual Price Three-Year Contract	Single Purchase of Three-Year Contract	 nnual Price // Five-Year Contract	Single Purchase of Five-Year Contract
March 1, 2021 - February 28, 2022	\$	114,949.47	\$ 112,650.48	\$ 110,351.49	\$ 108,052.50	\$ 105,753.51
March 1, 2022 - February 28, 2023	\$	118,397.95	\$ 116,030.00	\$ 113,662.04	\$ 111,294.08	\$ 108,926.12
March 1, 2023 - February 28, 2024	\$	121,949.89	\$ 119,510.89	\$ 117,071.90	\$ 114,632.90	\$ 112,193.90
March 1, 2024 - February 28, 2025	\$	125,608.39			\$ 118,071.89	\$ 115,559.72
March 1, 2025 - February 28, 2026	\$	129,376.64			\$ 121,614.04	\$ 119,026.51
Total Price	\$	610,282.35	\$ 348,191.37	\$ 341,085.42	\$ 573,665.41	\$ 561,459.76
Savings Compared to Annual Contract	\$		\$ 7,105.95	\$ 14,211.89	\$ 36,616.94	\$ 48,822.59
Discount		0%	2%	4%	6%	8%
Election						

^{**}Any taxes are the responsibility of the agency and not included in pricing shown

IN WITNESS **WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

AVAIL: AVAIL Technologies, Inc.	LICENSEE: Lakeland Area Mass Transit District
Signature:	Signature:
Name <u>: Kerry Couch</u>	Name:
Title <u>: Chief Financial Officer</u>	Title:
Date: <u>February 24, 2021</u>	Date:

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING MAR 10, 2021 AGENDA ITEM #7b

Agenda Item: Administrative Vehicle Purchase

Presenter: Aaron Dunn, Director of Revenue Services

Recommended

Action: Approve the purchase of 2 administrative vehicles for the operations

department. The cost of vehicles is approximately \$25,000 each,

fully outfitted with ancillary equipment.

TOTAL COST: \$50,000

NOTE: New vehicles will be equipped with 4 corner Strobe LED

Lighting and all other necessary equipment.

Summary: These two vehicles will be utilized in a supervisory capacity. The

Revenue Services department currently has two supervisors without a dedicated vehicle, and two who are currently sharing a vehicle. These vehicles will improve our ability to respond and ensure our

continued support of the community and our operators.

Funding: Funding for this request is available in the FY21 CIP Budget.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: MAR 10, 2021 AGENDA ITEM 8a

Agenda Item: **Proposed Employee Referral Program**

Presenter: Marcy McCabe, HR Manager

Recommended

Action: Informational

Summary: The COVID-19 pandemic has affected all business

including the District during this past year. Hiring and recruiting has become more of challenge and Human Resources (HR) has been working diligently to navigate

all avenues to fill operator openings.

HR is proposing to amend the current Employee Referral Program which allows current employees to refer qualified individuals to join the Citrus Connection team with an approved referral bonus of \$200. This bonus is broken down into two payments; \$100 upon completion of six months and then another \$100 once their year of employment has been met.

The proposed amendment would begin March 15, 2021 thru May 15, 2021 and allow for the bonus to be given to the employee once their referral has completed their ninety (90) day probationary period of employment with the District. At that time and upon approval, the employee would receive \$200 for their referral.

Given the opportunity to offer this limited time bonus to our employees who know and understand our mission, vision, and values will assist HR in filling the current operator positions.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Date: MAR 10, 2021

AGENDA ITEM 9a

Agenda Item: Agency Updates

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Items and information from the Executive Director

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: MAR 10, 2021 AGENDA ITEM 10a

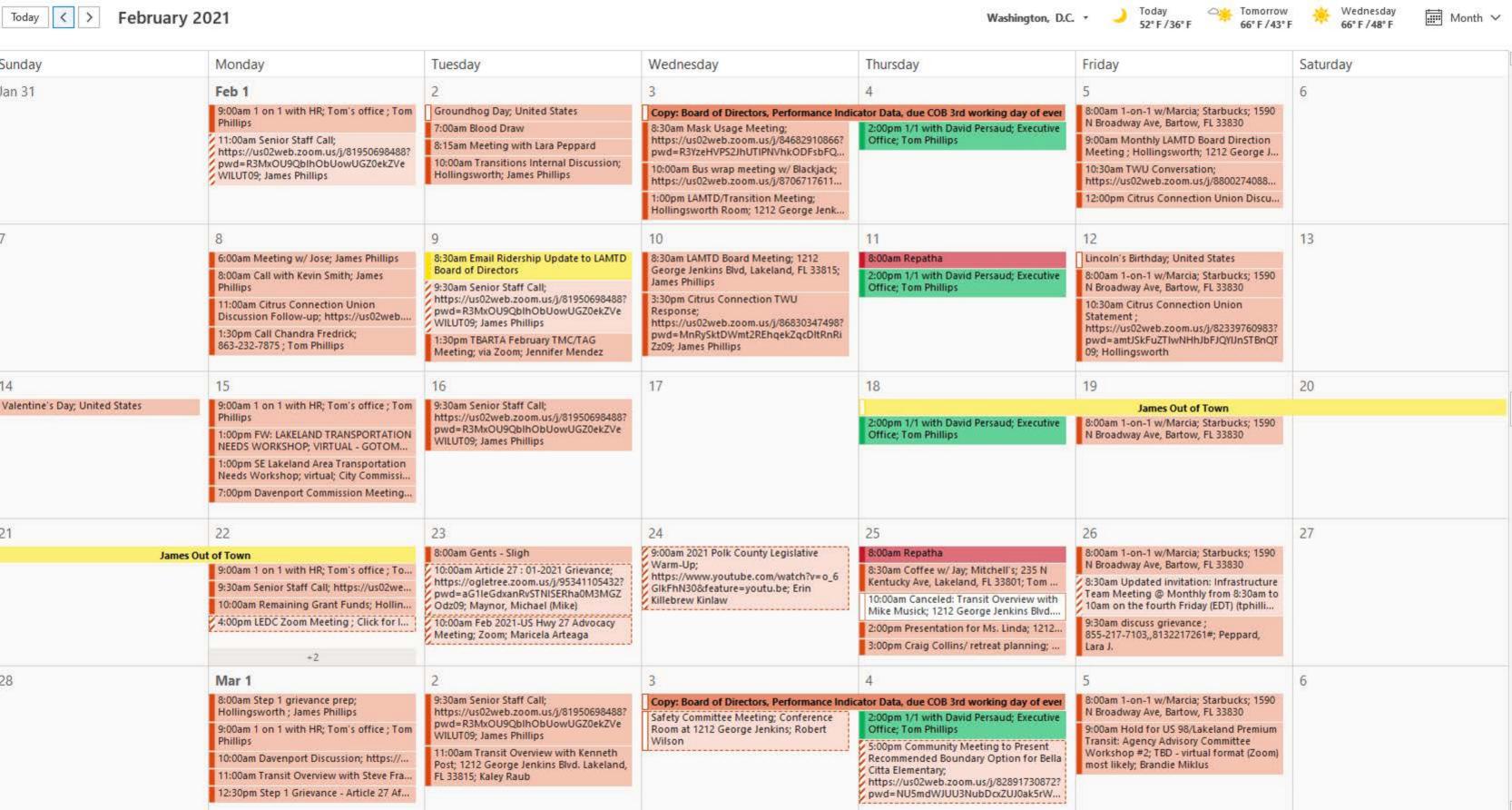
Agenda Item: February calendar

Presenter: Tom Phillips

Recommended

Action: Informational

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



LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: MARCH 10, 2021 AGENDA ITEM #10b

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

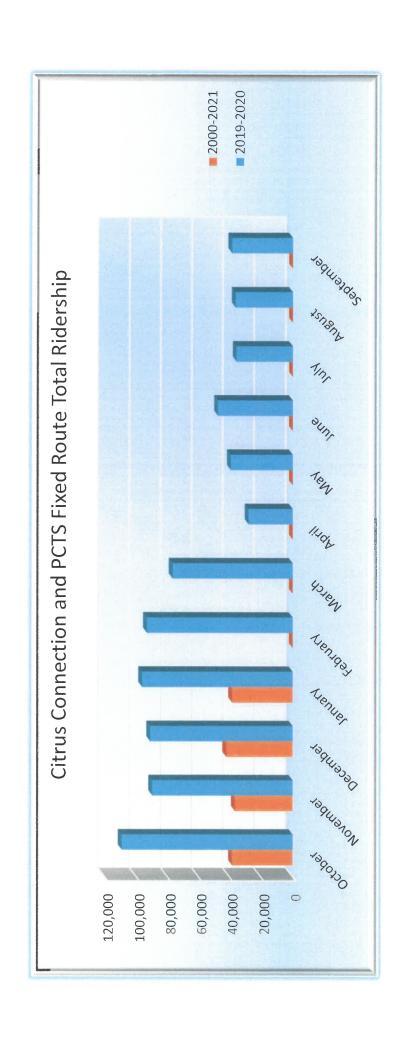
Response through January 2021.

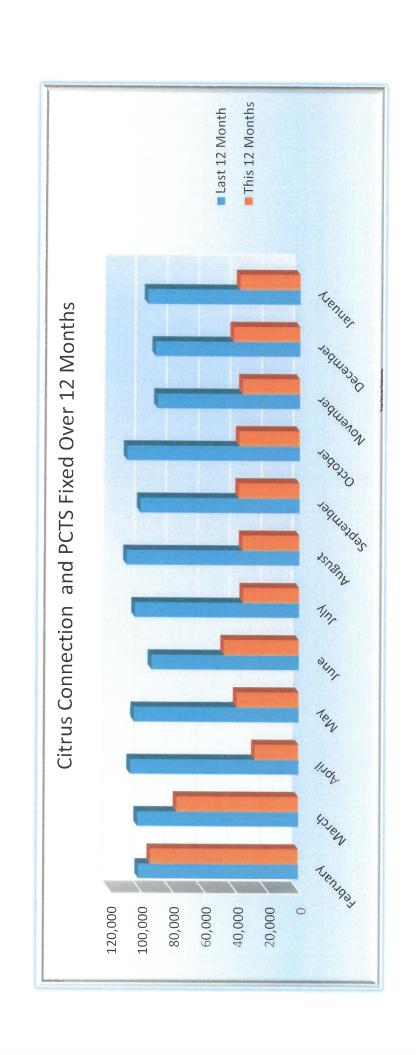
Attachments: Ridership Report.

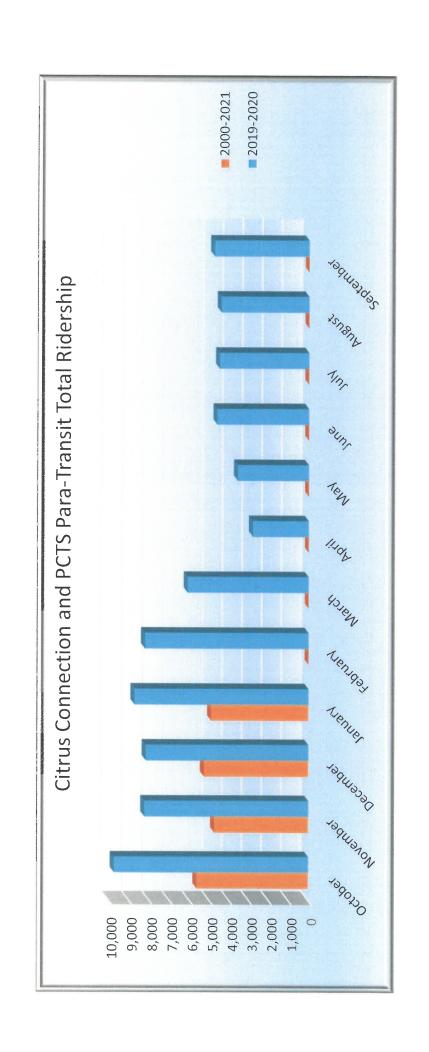
Citrus Connection and PCTS Fixed Route							
	2016-2017	2017-2018	2018-2019	2019-2020	2000-2021	Change	
October	108,078	113,220	117,763	109,219	38,313	-60%	
November	106,998	104,149	104,192	89,803	36,524	-51%	
December	111,197	95,520	95,813	91,147	42,109	-51%	
January	103,647	93,227	106,080	96,288	38,317	-62%	
February	108,068	100,300	100,900	93,231	0	0%	
March	116,794	99,916	101,697	76,736	0	0%	
April	103,274	95,993	106,578	27,855	0	0%	
May	108,224	95,476	104,034	39,257	0	0%	
June	102,092	93,781	93,028	47,522	0	0%	
July	98,193	92,042	103,793	35,612	0	0%	
August	118,104	111,898	109,285	36,186	0	0%	
September	89,794	98,550	100,468	38,505	0	0%	
Totals	1,274,460	1,194,072	1,243,631	781,361	155,263	-60%	

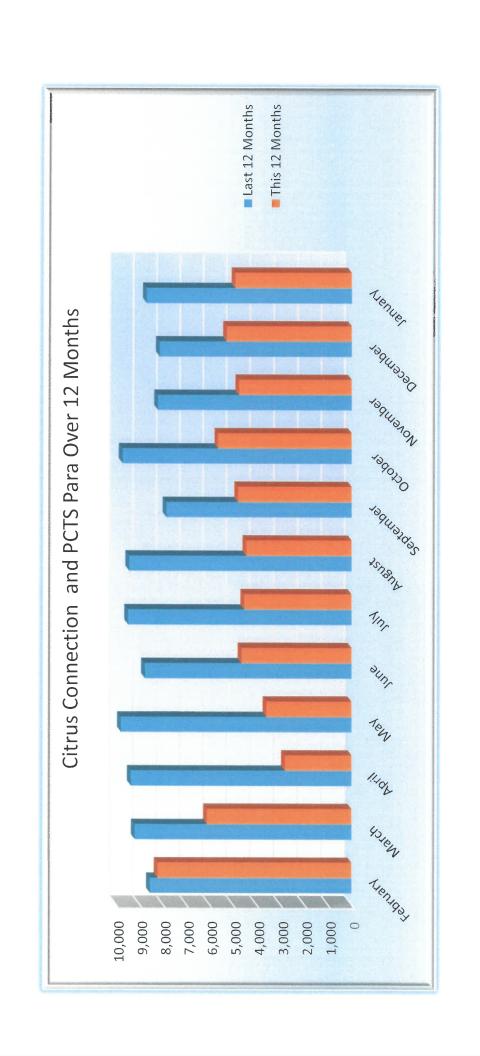
Citrus Connection and PCTS Para-Transit Totals							
	2016-2017	2017-2018	2018-2019	2019-2020 2000-2021		Change	
October	7,071	8,654	9,820	9,745	5,644	-42%	
November	7,002	7,940	8,495	8,246	4,759	-44%	
December	7,014	7,660	8,032	8,177	5,279	-38%	
January	7,521	9,478	8,846	8,734	4,924	-40%	
February	7,413	9,514	8,559	8,231	0	0%	
March	8,715	10,469	9,204	6,109	0	0%	
April	7,757	9,947	9,377	2,815	0	0%	
May	8,460	9,534	9,801	3,590	0	0%	
June	8,374	8,777	8,784	4,640	0	0%	
July	8,131	8,247	9,502	4,527	0	0%	
August	9,533	9,642	9,455	4,441	0	0%	
September	6,711	8,437	7,866	4,790	0	0%	
Totals	93,702	108,299	107,741	74,045	20,606	-41%	

	Citrus Connection only Fixed Route Totals							
	2016-2017	2017-2018	2018-2019	2019-2020	2000-2021	Change		
October	67,636	73,349	74,739	67,938	27,810			
November	71,083	67,437	66,084	55,331	25,998	-43%		
December	72,646	60,879	60,217	55,960	30,003	-43%		
January	70,767	58,830	66,889	58,774	27,355	-53%		
February	71,884	63,140	62,854	57,800	0	0%		
March	78,158	62,897	63,867	47,927	0	0%		
April	67,338	59,873	67,078	19,363	0	0%		
May	72,329	60,039	66,297	25,570	0	0%		
June	67,965	59,754	60,242	30,667	0	0%		
July	66,347	59,884	67,655	23,294	0	0%		
August	79,427	71,375	70,546	23,297	0	0%		
September	54,155	62,306	65,477	25,651	0	0%		
Totals	839,734	759,763	791,945	491,572	111,166	-53%		
	Citrus	Connection only	y Para-Transit Tota	als				
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Change		
October	3,229	4,025	4,745	4,889	2,454	-50%		
November	3,252	3,734	3,963	3,980	2,013	-53%		
December	3,154	3,444	3,818	3,930	2,140	-52%		
January	3,507	4,055	4,252	4,277	2,059	-55%		
February	3,505	3,909	4,248	4,255	0	0%		
March	4,040	4,217	4,513	2,392	0	0%		
April	3,694	3,935	4,630	1,111	0	0%		
May	4,060	3,848	4,916	1,431	0	0%		
June	3,880	3,627	4,352	2,041	0	0%		
July	3,681	3,437	4,612	1,768	0	0%		
August	4,306	3,978	4,686	1,960	0	0%		
September	6,039	3,396	3,414	2,036	0	0%		
Totals	46,347	45,605	52,149	34,070	8,666	-49%		









UAP Ridership Totals FY 2019		LAMTD	WHAT	Total
	December	5,331	2,813	8,144
	January	4,681	2,525	7,206
UAP Ridership 2019		LAMTD	WHAT	Total
Polk State College				
	December	318	141	459
	January	332	146	478
LEGOLAND				
	December	29	324	353
	January	31	302	333
Southeastern University				
	December	102	11	113
	January	157	27	184
COLTS				
	December	436	470	906
	January	445	559	1,004
Veterans				
	December	2,348	827	3,175
	January	2,096	674	2,770
Southern Technical College				
	December	26	25	51
	January	22	21	43
Central Florida Healthcare				
	December	868	237	1,105
	January	758	225	983
New Beginnings High School				
	December	166	532	698
	January	181	424	605
LDDA				
	December	5	0	5
	January	16	0	16
PACE				
	December	151	194	345
	January	51	96	147
Peace River				
	December	882	52	934
	January	592	51	643
Summer of Safety				
	December	0	0	-
	January	0	0	-

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Date: MAR 10, 2021

AGENDA ITEM #11

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: TBD

Summary: TBD