Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd. Wednesday, January 10, 2018, at 8:30 a.m.

Call to Order	Action Required
1. Approval of the November 8, 2017 LAMTD Board Minutes	Approval
***Board Elections- George Lindsey, Chairman	Approval
2. Public Comments	TBD
 3. Finance / David Persaud a. LAMTD Financials b. PCTS Financials c. CRA - Redevelopment Trust Fund Tax Yr. 2018 	None None Approval
 4. Human Resources / Steve Schaible a. 2017 Attrition Report b. Demographics Report c. Level II Background Checks 	None None None
 5. Legal a. LYNX Contract b. Polk County Veteran UAP c. Eagle Lake UAP d. Polk County School Board Contract 	Approval Approval Approval Approval
6. Government Affairs / Erin Killebrew a. Citizens Advisory Committee Proposal b. CFDC Investor Video c. Smart Card Customer Service	Approval None None
7. Fleet Plan Update – LAMTD 2018 / Joe Cheney (Powerpoint Handout)	None
8. Executive Director Report / Tom Phillips a. Agency Update(s)	None
 9. Executive <u>Informational Summary</u> / Tom Phillips a. December Calendar b. Ridership and UAP Update 	None None
10. Other Business	TBD

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #1

Agenda Item: Approval of the December 13, 2017 LAMTD Board

Minutes

Presenter: Marcy Harrison

Recommended

Action: Board approval of the December 13, 2017 LAMTD Board

Minutes

Attachments: December 13, 2017 LAMTD Board Minutes

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

Directors:

Polk County Commissioner George Lindsey III – Chairman City of Lakeland Commissioner Jim Malless – Vice Chairman City of Lakeland Commissioner Phillip Walker - Secretary Polk County Commissioner John Hall City of Lakeland Commissioner Don Selvage

Executive Director: Tom Phillips
Executive Assistant: Wesley David

Call to Order

8:30 a.m. By Chairman George Lindsey III

Agenda Item #1 – Approval of the Minutes

Approval request for the approval of the November 8, 2017 LAMTD Board of Director meeting minutes.

"Approval of November 8, 2017 Board of Directors Meeting Minutes"

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments
None at this time

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

Agenda Item #3 - Finances / David Persaud, CFO

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

a) LAMTD Financials

Year to Date October 31, 2017

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	8.3%	\$864,753	\$146,254	17%	\$10.4 Million
Expenses YTD	8.3%	\$864,753	\$672,486	78%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through October 31, 2017 totaled \$146,254 or 17% of the YTD budget.

- Farebox revenues reflect \$62,034 or 110% of budgeted revenues through October 31, 2017.
- Contract revenues totaled \$7,850 or 48 % of the budgeted revenues for UAP.
- Other Contract Revenues totaled \$16,918 under budget for RAMCO and GEICO. RAMCO payment of \$93,000 will be billed in January and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect no activity. The total budgeted revenues are \$4.382. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Florida DOT operating grants \$1.5 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income is also lagging at \$4,994 but should improve as new accounts are billed.

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

- The Support cost reimbursement revenue is in line with budget.
- The other revenues are showing a lag due to timing and being on a cash basis.

EXPENSES:

The total expenses year-to-date through October 31, 2017 totaled \$672,486 or 78% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of October 31, 2017, these expenses totaled \$516,000 or 6% under budget of \$550,269 and is under budget.
- Professional and Technical Services expenses totaled \$12,339 of the YTD budget; a favorable variance.
- Other services expenses totaled \$2,524 of the YTD budget, under budget due to cost for temporary employees in Finance- budgeted in salaries account not recognized.
- Fuel expenses totaled \$48,442 YTD under budget; a favorable variance.
- Materials and supplies totaled \$24,156 under budget, a favorable variance.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually.

Other remaining expenses are under the YTD budget through October 31, 2017

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through October 31st the financials reflect a unfavorable actual variance of \$526,232 with 8% of the fiscal year. The expenses are funded with positive cash flow.

STATISTICAL TREN	IDS LAST FIVE	YEARS AUDITE	FINANCIAL STA	ATEMENTS									
	9/30/16 9/30/15 9/30/14 9/30/13 9/30/12												
1. Farebox Recovery Ratio (All modes)	13.95%	25.50%	23.08%	25.16%	23.02%								
2. Cost per revenue hour	\$104.76	\$89.45	\$86.29	\$83.84	\$83.62								
3. Revenue Hours	139,228	103,550	117,008	116,422	112,539								
4. Fuel Cost (\$)	\$757 , 485	\$847,360	\$1,316,739	\$1,367,289	\$1,317,442								
5. Ridership	1,393,620	1,424,965	1,647,010	1,638,470	1,452,161								

^{*} Total 13.95%, LAMTD 20.06%, PCTS 2.20%

^{**} Total \$104.76, LAMTD \$122.49, PCTS \$83.93 excludes T.D.

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.



REVENUES: Account Revenue State Stat			Month				YTD					Approved Annual						
REVENUES: Account				Actual		Budget		Variance		Г	Actual		Budget		Variance		upp	
R4 Farebow/Pass Sales \$ 62,034 \$ 56,833 \$ 0.00 11% \$ 60,034 \$ 56,833 \$ 0.00 11% \$ 0.000 R8 Contract Income (UAP) \$ 7,850 \$ 10,250 \$ (8,400) 5.5% \$ 10,250 \$ (8,400) 5.5% \$ 10,000 R3 Other Contract Revenue \$ 16,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,453 \$ 7,555 -31% \$ 10,918 \$ 24,452 \$ 10,918								\$'s	%						\$'s	%		Dauget
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R3												•						
R5							_							-				
R7 Advertising Revenue \$ 4,004 \$ 11,000 \$ (6,006) -55% \$ 4,904 \$ 11,000 \$ (6,006) -55% \$ 1,807 \$ 3,303 \$ 20% \$ 5,000 \$ 1,807 \$ 3,303 \$ 20% \$ 5,000 \$ 1,807 \$ 3,303 \$ 20% \$ 5,000 \$ 1,807 \$ 3,303 \$ 20% \$ 5,000 \$ 1,807 \$ 3,303 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,807 \$ 3,000 \$ 20% \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 5,000 \$ 1,803 \$ 1,807 \$ 1,800														•				
R8												•						
R9										2								
R10 FDOT Operating Grant S										1 8				-			•	
R11 Federal Operating Grant S										Š								
R13 Cost Recovery \$										Š				-	4			
R17 City of Lakeland				_	•		-					•		-			-	
R1 Bartow Express							-							-				
R2 PCTS - Support Cost Reimb. \$ 35,667 \$ 35,796 \$ (129) 0% \$ 35,667 \$ 35,796 \$ (129) 0% \$ 429,550		•	1				-			١.								
TOTAL REVENUES \$ 146,254 \$ 864,753 \$ (718,499) -83% \$ 146,254 \$ 864,753 \$ (718,499) -83% \$ 10,377,040							_	(-1/						-	(
Contract Maintenance Services	R2		\$	35,667	\$	35,796	\$	(129)	0%	\$	35,667	\$	35,796	\$	(129)	0%	\$	429,550
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6 Other Services \$ 2,524 \$ 4,446 \$ (1,922) -43% \$ 2,524 \$ 4,446 \$ (1,922) -43% \$ 53,350 \$ 7 Fuel & Lubricants \$ 48,442 \$ 50,275 \$ (1,833) -4% \$ 48,442 \$ 50,275 \$ (1,833) -4% \$ 603,300 \$ 8 Freight \$ 199 \$ 800 \$ (601) -75% \$ 199 \$ 800 \$ (601) -75% \$ 9,600 \$ 9 Repairs & Maintenance \$ (14,622) \$ 3,825 \$ (18,447) -482% \$ (14,622) \$ 3,825 \$ (18,447) -482% \$ 45,900 \$ 10 Materials & Supplies \$ 24,156 \$ 58,933 \$ (34,778) -56% \$ 24,156 \$ 58,933 \$ (34,778) -56% \$ 707,200 \$ 11 Utilities/Telephone \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 119,200 \$ 13 Liab & Prop Damage Insurance \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,361 \$ 22,667 \$ (306) -1% \$ 20,000 \$ 14 Other Coporate Insurance \$ - \$ 167 \$ (167) -100% \$ - \$ 167 \$ (167) -100% \$ 2,000 \$ 15 Dues & Subscriptions \$ 148 \$ 3,823 \$ (3,675) -96% \$ 148 \$ 3,823 \$ (3,675) -96% \$ 4,500 \$ 16 Education/Training/Meeting/Travel \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 77,000 \$ 19 Advertising & Promotions \$ - \$ 2,083 \$ (2,083) -100% \$ - \$ 2,083 \$ (2,083) -100% \$ 2,5000 \$ 19 Advertising & Promotions \$ 5,271 \$ (1,942) -37% \$ 3,329 \$ 5,	4	Professional & Techinical Ser	\$	12,339	\$	30,792	\$	(18,453)	-60%	\$	12,339	\$	30,792	\$	(18,453)	-60%	\$	369,500
7 Fuel & Lubricants \$ 48,442 \$ 50,275 \$ (1,833) 4% \$ 48,442 \$ 50,275 \$ (1,833) 4% \$ 603,300 8 Freight \$ 199 \$ 800 \$ (601) -75% \$ 9,600 \$ 9,600 \$ (601) -75% \$ 9,600 \$ 9,600 \$ (601) -75% \$ 9,600 \$ 9,600 \$ (601) -75% \$ 9,600 \$	5	Contract Maintenance Services	\$	6,588	\$	8,800	\$	(2,212)	-25%	\$	6,588	\$	8,800	\$	(2,212)	-25%	\$	105,600
8 Freight \$ 199 \$ 800 \$ (601) -75% \$ 199 \$ 800 \$ (601) -75% \$ 9,600 \$ 9 Repairs & Maintenance \$ (14,622) \$ 3,825 \$ (18,447) -482% \$ (14,622) \$ 3,825 \$ (18,447) -482% \$ 45,900 \$ 10 Materials & Supplies \$ 24,156 \$ 58,933 \$ (34,778) -59% \$ 24,156 \$ 58,933 \$ (34,778) -59% \$ 707,200 \$ 11 Utilities/Telephone \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 119,200 \$ 13 Liab & Prop Damage Insurance \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,000 \$ 14 Other Coporate Insurance \$ - \$ 167 \$ (167) -100% \$ - \$ 167 \$ (167) -100% \$ 2,000 \$ 15 Dues & Subscriptions \$ 148 \$ 3,823 \$ (3,675) -96% \$ 45,870 \$ 16 Education/Training/Meeting/Travel \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$ 8,8250 \$ (144) -2% \$ 9,900 \$ 17 Service Charges \$ 1,259 \$ 2,142 \$ (882) -41% \$ 1,259 \$ 2,142 \$ (882) -41% \$ 25,700 \$ 19 Advertising & Promotions \$ - \$ 2,083 \$ (2,083) -100% \$ - \$ 2,083 \$ (2,083) -100% \$ 2,000 \$ 20 Miscellaneous Expenses \$ 3,329 \$ 5,271 \$ (1,942) -37% \$ 5,329 \$ 5,271 \$ (1,942) -37% \$ 5,325	6	Other Services	s	2.524	s	4,446	s	(1,922)	-43%	s	2,524	Š	4,446	s		-43%	s	53.350
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9 Repairs & Maintenance \$ (14,622) \$ 3,825 \$ (18,447) 482% \$ (14,622) \$ 3,825 \$ (18,447) 482% \$ 45,900 \$ 100 Materials & Supplies \$ 24,156 \$ 58,933 \$ (34,778) -50% \$ 24,156 \$ 58,933 \$ (34,778) -50% \$ 707,200 \$ 11 Utilities/Telephone \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 4,328 \$ 9,933 \$ (5,605) -56% \$ 119,200 \$ 13 Liab & Prop Damage Insurance \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,361 \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,361 \$ 22,667 \$ (306) -1% \$ 22,000 \$ 14 Other Coporate Insurance \$ - \$ 167 \$ (167) -100% \$ - \$ 167 \$ (167) -100% \$ 2,000 \$ 15 Dues & Subscriptions \$ 148 \$ 3,823 \$ (3,675) -96% \$ 148 \$ 3,823 \$ (3,675) -96% \$ 4,520 \$ (144) -2% \$ 8,106 \$ 8,250 \$ (144) -2% \$ 8,106 \$	8		s	199	Š	800	S	(601)	-75%	s	199	Š	800	s		-75%	s	9.600
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22 LDDA, CRA Contributions \$ - \$ 13,833 \$ (13,833) -100% \$ - \$ 13,833 \$ (13,833) -100% \$ 166,000							-		-	١.								
					-		-					•		-			•	
23 Capital Expenditures/ Debt Service \$ 11,014 \$ 56,717 \$ (45,702) -81% \$ 11,014 \$ 56,717 \$ (45,702) -81% \$ 680,600			-	11,014			_							-				
24 Bad Debt \$ - \$ 187 \$ (187) -100% \$ - \$ 187 \$ (187) -100% \$ 2,000			-	-			-											
25 Restricted Contingency \$ \$ 11,737 \$ (11,737) -100% \$ \$ 11,737 \$ (11,737) -100% \$ 140,840	25	Restricted Contingency	\$				_			\$				-			-	
TOTAL ELIGIBLE EXPENSES: \$ 672,486 \$ 864,753 \$ (192,267) -22% \$ 672,486 \$ 864,753 \$ (192,267) -22% \$ 10,377,040	TOTAL ELIGI	BLE EXPENSES:	\$	672,486	\$	864,753	\$	(192,267)	-22%	\$	672,486	\$	864,753	\$	(192,267)	-22%	\$	10,377,040
NET REVENUES OVER	NET REVENU	IES OVER							- 1			_						
(UNDER) EXPENSES \$ (526,232) \$ - \$ (526,232) \$ - \$ (526,232) \$ -		(UNDER) EXPENSES	5	(526,232)	\$		\$	(526,232)		\$	(526,232)	\$		\$	(526,232)		\$	_
				-														_

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815

Wednesday, December 13, 2017, at 8:30 a.m.

b. PCTS Financials -

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of October 31, 2017
Year to Date Report
Percent of FY Reported (8.3%)

Revenues

- ➤ The revenues totaled \$988,429 or 211% of the year-to-date budget.
- > The FTA grant drawdown reflects no activity.
- Fare Revenues totaled \$8,077 or 78% of the year-to-date budget.
- ➤ The Polk County City Contributions totaled \$980,352 for grants match.
- The County funding is designed to reflect the first payment for the budget grants match totaling \$1.7 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- > Total expenses for the period totaled \$200,089 or 43% of the year-to-date budget.
- > Salaries and wages totaled \$147,391 or 50% of the YTD Budget.
- > Operating expenses totaled \$52,698 or 42% of the YTD Budget.
- > The contract services are for contractual cost for the Lynx service and other planned contractual services is zero and lagging.

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

	R	eve	nue			
	Annual	•			•	Percent
	Budget	ΥT	D Budget	YT	D Actual	Expended
Revenues						
County Match	\$ 1,661,780	\$	138,482	\$	980,352	708%
City Contribution	\$ 208,080	\$	17,340			0%
Other City Revenue	\$ 298,920	\$	24,910			0%
Fares	\$ 124,000	\$	10,333	\$	8,077	78%
FDOT Block Grants:						
GO924 - WHAT/ADA	\$ 613,660	\$	51,138			0%
JARC AQ379	\$ 93,470	\$	7,789			0%
RURAL AQR07	\$ 800,570	\$	66,714			0%
FTA						
FTA 5307 Grant	\$ 1,813,690	\$	151,141			0%
Total	\$ 5,614,170	\$	467,847	\$	988,429	211%

	Expenses												
	Annual												
	Expended												
Labor	\$	3,512,900	\$	292,742	\$	147,391	50%						
Contract	\$	594,000	\$	49,500	\$	-	0%						
Operating	\$	1,507,270	\$	125,606	\$	52,698	42%						
Total	\$	5,614,170	\$	467,848	\$	200,089	43%						

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

c. Federal Transit Administration 2017 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant application and resolution. This grant is for the continuation of Saturday ADA services throughout the Lakeland UZA. The District is requesting 5310 grant funding in the amount of \$70,000 with \$70,000 provided with in-kind state block grand funds. No fiscal impact to the District.

"Approval for resolution #17-17 for the continuation of Saturday ADA services throughout the Lakeland UZA"

MOTION CARRIED UNANIMOUSLY

d. Federal Transit Administration 2017 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant application and resolution. This grant involves a Travel Trainer Program for the purpose of educating Seniors and the Disabled population on how to utilize public transit. The district is requesting 5310 grant funding in the amount of \$67,780 with a cash match of \$16,780 provided by the District. If awarded this program will be included in the 2018-2019 FY budget

"Approval for resolution #17-18 which involves a travel trainer program for the purpose of education seniors and the disabled population on how to utilize public transit"

MOTION CARRIED UNANIMOUSLY

e. Federal Transit Administration 2017 Section 5311 Formula Grants for Rural Areas application and resolution. This grant provides needed services to citizens in the rural areas of Polk County. The district is requesting 5311 grant funding in the amount of \$1,120,785 with in-kind match of \$1,120,785 to be provided by the County. If awarded this program will be included in the 2018-2019 FY budget.

"Approval of resolution #17-19 to provide needed services to citizens in the rural areas of Polk County"

MOTION CARRIED UNANIMOUSLY

Agenda Item #4 - HR / Steve Schaible

a. Staff EEO Compliance Training - Informational Only

On a yearly basis the District must report compliance training to the FTA Region IV Civil Rights department. The mandated EEO training is an essential part of the guidelines set by Federal and State regulations for the approval of grants. The District is required to have at least 92% completion for our organization. On December 4, 2017 we reported that 96% of staff completed their training on the protected class which includes the discrimination against Age, National Origin, Race/Color, Religion, Sex, Genetic Information (GINA), Disability (ADA), Equal Pay (ADEA- Age Discrimination in Employment Act), Harassment, Pregnancy, and Sexual Harassment.

Citrus Connection is committed to a work environment in which all individuals are treated with respect and dignity. We believe that everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any and all discriminatory practices. The District does not tolerate discrimination or harassment of, or by our employees, contractors, consultants, agents, applicants, customers, or vendors.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

Agenda Item #5 – Legal / Tim Darby

Annual review of Executive Director, Tom Phillips

Agenda Item #6 - ParaTransit / Aaron Dunn

LAMTD ParaTransit Operators for Polk County Meal Centers -

On January 1st 2018 the Polk County Conjugant meal centers will be officially transferred to the Mid Florida non-profit agency. Historically, these fourteen meal centers have provided transportation for their senior clients using existing staff. As a result of this transfer, transportation for the centers will no longer be provided to citizens attending meal centers, which represents an increased trip demand of approximately 30,000 annual rides for the para transit system.

This increase in trip demand (predominately for ADA para transit service), combined with the 25 % increase in para transit trips over the last year, represents an inevitable operational deficit and corresponding negative impact on the overall para transit system. In order to meet this demand, without compromising current service levels or violating regulatory guidelines, additional operator staffing is necessary. Accordingly, approval for three additional operator positions is requested for LAMTD Paratransit Services.

The estimated cost for 3 new positions is \$130,170 and fuel cost totaling \$42,800 with the expense totaling \$172,970. The fares generated from the Paratransit and Transit Disadvantaged Programs and projected at \$157,650 - \$190,200 to fund the program.

"Approval for the addition of three (3) Para Transit Operators and the implementation of the new program"

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 - Agency Update(s) / Tom Phillips

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, December 13, 2017, at 8:30 a.m.

Agenda Item #8 – Transportation Disadvantaged / Cindy Mixon

Agenda Item #9 – Informational Updates / Tom Phillips	
a. November Executive Calendar – (see attached)	
b. Monthly UAP and Ridership data – (see attached)	
Agenda Item #10 – Other Business None at this time	
Adjournment	
Approved this 13 <u>th</u> day of December, 20 <u>17</u> .	
	
Chairman – Commissioner George Lindsey, III	Minutes Recorder – Wesley Davis

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 1

Agenda Item: Board Elections

Presenter: George Lindsey, Chairman

Recommended

Action: Approval

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

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM 3(a)

Agenda Item: November 30, 2017 LAMTD Monthly Financial Statement

FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements. Interim Statements do not have to be audited.

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

the budget.

Attachments: See Attachments

Lakeland Area Mass Transit District Monthly Financial Report

Operating Budget. Budget to Actual For the Year-to-date November 30, 2017

FY 2017-2018

Year to Date November 30, 2017

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	16.7%	\$1,729,507	\$411,604	24%	\$10.4 Million
Expenses YTD	16.7%	\$1,729,507	\$1,403,873	81%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through November 30, 2017 totaled \$411,604 or 24% of the YTD budget.

- Farebox revenues reflect \$116,791 or 105% of budgeted revenues through November 30, 2017.
- Contract revenues totaled \$23,548 or 72 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$33,836 under budget for RAMCO and GEICO. RAMCO payment of \$93,000 will be billed in January and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect revenue of \$96,211. The total budgeted revenues are \$4.382 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Florida DOT operating grants \$1.5 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income is also lagging at \$15,056 but should improve as new accounts are billed.
- The Support cost reimbursement revenue is in line with budget.
- The other revenues are showing a lag due to timing and being on a cash basis.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date November 30, 2017 FY 2017-2018

EXPENSES:

The total expenses year-to-date through November 30, 2017 totaled \$1,403,873 or 81% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of November 30, 2017, these expenses totaled \$1,034 million or 6% under budget of \$1,101 million and is under budget.
- Professional and Technical Services expenses totaled \$27,517 of the YTD budget; a favorable variance.
- Other services expenses totaled \$6,549 of the YTD budget, under budget due to cost for temporary employees in Finance- budgeted in salaries account not recognized.
- Fuel expenses totaled \$111,225 YTD over budget; due to fuel cost is expensed not in inventory.
- Materials and supplies totaled \$76,097 under budget, a favorable variance.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually.

Other remaining expenses are under the YTD budget through November 30, 2017

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through November 30th the financials reflect a unfavorable actual variance of \$992,269 with 16% of the fiscal year. The expenses are funded with positive cash flow.

STATISTICAL TREN	IDS LAST FIVE	YEARS AUDITE	D FINANCIAL STA	ATEMENTS	
	9/30/16	9/30/15	9/30/14	9/30/13	9/30/12
1. Farebox Recovery Ratio (All modes)	13.95%	25.50%	23.08%	25.16%	23.02%
2. Cost per revenue hour	\$104.76	\$89.45	\$86.29	\$83.84	\$83.62
3. Revenue Hours	139,228	103,550	117,008	116,422	112,539
4. Fuel Cost (\$)	\$757 <i>,</i> 485	\$847,360	\$1,316,739	\$1,367,289	\$1,317,442
5. Ridership	1,393,620	1,424,965	1,647,010	1,638,470	1,452,161

^{*} Total 13.95%, LAMTD 20.06%, PCTS 2.20%

^{**} Total \$104.76, LAMTD \$122.49, PCTS \$83.93 excludes T.D.



LAKELAND AREA MASS TRANSIT DISTRICT FY 2017 MONTHLY FINANCIAL STATEMENT MONTH OF Nov 2017

		Month						YTD									
			Actual		Budget		Variance			Actual		Budget		Variance		App	roved Annual Budget
			Actual		Buuget		\$'s	%		Actual		Buuget		\$'s	%		Бийдег
REVENUES:	Account	١.		_		_					_		_			_	
R4	Farebox/Pass Sales	\$	54,758	\$	55,833	\$	(1,076)	-2%		-, -	\$	111,667	\$	5,124	5%		670,000
R6	Contract Income (UAP)	\$	15,698	\$	16,250	\$	(553)	-3%	\$	- ,	\$	32,500	\$	(8,953)	-28%	\$	195,000
R3 R5	Other Contract Revenue Miscellaneous Income	\$ \$	16,918 6,256	\$ \$	24,453 1,050	\$	(7,535) 5,206	-31% 496%	\$	33,836 7,028	\$ \$	48,907 2,100	\$ \$	(15,070) 4,928	-31% 235%	\$	293,440 12,600
R7	Advertising Revenue	\$	10,062	\$	11,000	\$	5,206 (938)	-9%	\$	7,028 15,056	\$	2,100	э \$	4,928 (6,944)	-32%	\$	132,000
R8	Investment/Interest Income (net)	\$	5,455	\$	1,667	\$	3,789	227%	\$		\$	3,333	\$	7,152	215%		20,000
R9	Ad Valorum Income, net	\$	96,211	\$	365,197	\$	(268,986)	-74%	\$	96,211	\$	730,393	\$	(634,183)	-87%	\$	4,382,360
R10	FDOT Operating Grant	\$		\$	124,429	\$	(124,429)	-100%	\$	-	\$	248,858	\$	(248,858)	-100%		1,493,150
R11	Federal Operating Grant	\$	_	\$	212,804	\$	(212,804)	-100%	\$	_	\$	425,608	\$	(425,608)	-100%	\$	2,553,650
R13	Cost Recovery	\$	_	\$	417	\$	(417)	-100%	\$	_	\$	833		(833)	-100%		5,000
R17	City of Lakeland	\$	12,532	\$	12,583	\$	(52)	0%	\$	25,522		25,167		355	1%		151,000
R1	Bartow Express	\$	12,552	\$	3.274	\$	(3,274)	-100%	\$	-		6.548		(6,548)		\$	39,290
R2		\$	35,667		- /		. , ,		\$	71,333		-,-		, , ,			,
R2	PCTS - Support Cost Reimb. Reserve	Þ	35,667	Ъ	35,796	\$	(129)	0%	Ъ	71,333	Ъ	71,592	Ъ	(258)	0%	Ъ	429,550
TOTAL REVE		\$	265,350	\$	864,753	\$	(599,403)	-69%	\$	411,604	\$	1,729,507	\$	(1,317,902)	-76%	\$	10,377,040
IOIAL REVE	NUES	Ψ	203,330	Ψ_	004,733	Ψ	(333,403)	-69%	¥	411,004	Ψ	1,723,307	Ψ	(1,517,502)	-76%	Ψ	10,377,040
ELIGIBLE EXI	DENCEC.																
1	Salaries	\$	535,278	\$	370,663	\$	164,615	44%	\$	719,342	\$	741,327	\$	(21,985)	-3%	\$	4,447,960
2	Employee Benefits	\$	183,055	\$	179,606	\$	3,449	2%	\$		\$	359,212		(44,956)	-13%		2,155,270
3	Advertising Fees	\$		\$	1,325	\$	1,318	99%	\$		\$	2,650	\$	1,970	74%		15,900
4	Professional & Techinical Ser	\$		\$		\$	(20,613)	-67%	\$	27,517		61,583		(34,067)	-55%		369,500
5	Contract Maintenance Services	\$	217	\$	8,800	\$	(8,583)	-98%	\$	•	\$	17,600		(10,795)	-61%		105,600
6	Other Services	\$	4,025	\$	4,446	\$	(421)	-96%	\$		\$		\$	(2,342)	-26%		53,350
7	Fuel & Lubricants	\$	62,783	\$	50,275	\$	12,508	25%	\$		\$	100,550		10,675	11%		603,300
8	Freight	\$	766	\$	800	\$	(34)	-4%	\$,	\$	1,600	\$	(635)	-40%		9,600
9	Repairs & Maintenance	\$	(10,122)		3,825	\$, ,	-365%	\$			7,650	\$, ,	-423%	\$	45,900
9 10	Materials & Supplies	\$	51,941	\$	58,933	\$	(13,947) (6,992)	-305%	\$	(24,744) 76,097		117,867	э \$	(32,394) (41,770)	-423% -35%	\$	707,200
11	• • •	\$	10,785	\$	9,933	\$	(0,992) 852	9%	\$	15.113		19,867	\$	(4,754)	-24%	\$	119,200
13	Utilities/Telephone				9,933 22,667	-			\$	-, -	\$		-	, , ,	-24% -1%		272,000
	Liab & Prop Damage Insurance	\$ \$	22,361	\$		\$	(306)	-1% -100%	\$,		45,333	\$	(612)	-100%		
14	Other Coporate Insurance		- - 704	\$	167	\$	(167)				\$	333		(333)		\$	2,000
15 16	Dues & Subscriptions Education/Training/Meeting/Travel	\$	5,791	\$ \$	3,823 8,250	\$	1,969	52% 3%	\$	-,	\$ \$	7,645	\$ \$	(1,706)	-22% 0%	\$	45,870 99,000
17	Service Charges	\$	8,461 1,362	\$	8,250 2,142	\$	211 (779)	-36%	\$		\$	16,500 4,283	э \$	67 (1,662)	-39%	\$	25,700
18	Office Expense	\$	11,525	\$	6,417	\$	5,108	80%	\$, -	\$	12,833	\$	5,132	40%	\$	77,000
19	Advertising & Promotions	\$	1,005	\$	2,083	\$	(1,078)	-52%	\$		\$	4,167	\$	(3,162)	-76%	\$	25,000
20	Miscellaneous Expenses	\$	11,503	\$	5,271	\$	6,233	118%	\$		\$	10,542	\$	4,291	41%	\$	63,250
21	Property Appraiser/Tax Collector Comm	\$	2.174	\$	12,083	\$	(9,909)	-82%	\$		\$	24.167	\$	(3,720)	-15%		145,000
22	LDDA, CRA Contributions	\$	2,174	\$	13,833	\$	(13,833)	-100%	\$	-, -	\$	27.667	\$	(27,667)	-100%		166,000
23	Capital Expenditures/ Debt Service	\$	11,014	\$	56,717	\$	(45,702)	-81%	\$		\$	113,433		(91,404)	-81%		680,600
24	Bad Debt	\$	11,014	\$	167	\$,	-100%	\$	22,023	\$	333		(333)	-100%		2,000
			-				(167)			-				` '			
25	Restricted Contingency	\$	026 749	\$ \$	11,737	\$	(11,737)	-100%	\$	1 402 972	\$	23,473	\$	(23,473)	-100%	\$	140,840
	BLE EXPENSES:	<u>\$</u>	926,748	Þ	864,753	\$	61,995	7%	\$	1,403,873	\$	1,729,507	\$	(325,634)	-19%	<u>*</u>	10,377,040
NET REVENU		١,	(001 0)				(004.05=)			(000 000)				(000 05=)		_	
	(UNDER) EXPENSES	<u>\$</u>	(661,398)	5	-	5	(661,398)		\$	(992,269)	\$		\$	(992,269)		\$	-

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #3(b)

Agenda Item: November 2017 Financials for Polk County Transit Services

Contract - FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #__

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of November 30, 2017
Year to Date Report
Percent of FY Reported (16.6%)

Revenues

- ➤ The revenues totaled \$1.14 million or 122% of the year-to-date budget.
- The FTA grant drawdown reflects no activity.
- Fare Revenues totaled \$20,667 or 90% of the year-to-date budget.
- ➤ The Polk County City Contributions totaled \$141,387.
- ➤ The County funding is designed to reflect the first payment for the budget grants match totaling \$980,352.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$646,874 or 69% of the year-to-date budget.
- ➤ Salaries and wages totaled \$434,136 or 74% of the YTD Budget.
- ➤ Operating expenses totaled \$212,738 or 85% of the YTD Budget.
- ➤ The contract services are for contractual cost for the Lynx service and other planned contractual services is zero and lagging.

Lakeland Area Mass Transit District Financial Statement Polk County Contract Month of November 2017

		R	ever	nue			
	·	Annual	,				Percent
		Budget	YTI	D Budget	YT	D Actual	Expended
Revenues							
County Match	\$	1,661,780	\$	276,963	\$	980,352	354%
City Contribution	\$	208,080	\$	34,680	\$	141,387	408%
County Contributions	\$	298,920	\$	49,820	\$	-	0%
Fares	\$	124,000	\$	20,667	\$	18,696	90%
FDOT Block Grants:							
GO924 - WHAT/ADA	\$	613,660	\$	102,277	\$	-	0%
JARC AQ379	\$	93,470	\$	15,578	\$	-	0%
RURAL AQR07	\$	800,570	\$	133,428	\$	-	0%
FTA							
FTA 5307 Grant	\$	1,813,690	\$	302,282	\$	-	0%
Total	\$	5,614,170	\$	935,695	\$	1,140,435	122%
		Ex	pen	ses			
		Annual	,				Percent
		Budget	YTI	D Budget	YT	D Actual	Expended
Labor	\$	3,512,900	\$	585,483	\$	434,136	74%
Contract	\$	594,000	\$	99,000	\$	-	0%
Operating	\$	1,507,270	\$	251,212	\$	212,738	85%
Total	\$	5,614,170	\$	935,695	\$	646,874	69%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #3(c)

Agenda Item: Report on the District payments to the Lakeland

Redevelopment Trust Fund

Presenter: Tom Phillips, Executive Director

David Persaud, Chief Financial Officer

Recommended

Action: That the District request the City of Lakeland to

terminate the District CRA Payments effective this fiscal

year 10-1-17 to 9-30-18.

Summary: For Fiscal Year 2014-2015 the LAMTD paid the City of

Lakeland Redevelopment Trust Fund (CRA) for tax year 2014 \$114,461. Each fiscal year the District includes a

budget for this obligation.

For FY 2015-2016 Tax Year 2015 the payment is \$139,135 or \$24,674 and 21.56 percent increase for FY

2016-17 the amount is \$160,948 or 16% increase.

The payments are for Tax Increment Districts

District	2014	2015	Change	2016	Change
Downtown District 48 & 49	\$37,736	\$40,986	8.6%	\$46,156	13%
Dixieland District	\$6,903	\$7,441	7.8%	\$8,876	19%
Midtown District 55	\$69,822	\$90,708	30%	\$105,911	17%
Total	\$114,461	\$139,135	21.56%	\$160,948	16%

The payments are made annually based on the annual final Tax Rolls issued by the Polk County Property Appraiser's Office.

Chapter 163.387 (2)(b) F.S. requires that the Tax Increment payments be made to the City of Lakeland as the Community Redevelopment Agency.

AGENDA ITEM # - CONT.

Funding:

The FY 2017-2018 budget reflects \$166,000 for this obligation. The District and the City of Lakeland entered into an agreement on April 8, 2015 for two service agreements totally \$451,136 for 36 months for the Lakeland Hills Corridor (Route 3) for 7 daily runs and \$14,320 for eight months for the Lakeland Hills Corridor (Route 3) for 1 daily run.

The current agreement expenses April 30, 2018 with an annual payment to the District for \$150,378.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 4 (a)

Agenda Item: 2017 Attrition Report

Presenter: Steven Schaible, Human Resources Director

Recommended

Action: Informational

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 13, 2018 AGENDA ITEM 4(a)

AGENDA ITEM: Turnover Analysis FY 2017

PRESENTER: Steven Schaible, Director of Human Resources

RECOMMENDED ACTION: Informational

SUMMARY: Overall turnover during the fiscal year was 28%. A review of employee separation trends

will be presented. General discussion of plan to improve retention.

ATTACHMENT: Trend graph

TURNOVER REPORT: Fiscal Year October 1, 2016 to September 30, 2017

Turnover is expressed as the **ratio** of the total number of separations to the **average** monthly **employment** for the preceding 12-month period, expressed as a percentage. During the fiscal year the District employed an average of 178 employees each month while a total of 50 employees separated over the 12 months. Therefore, the District turnover during the fiscal year was 28%.

<u>Fast Fact</u>: Of the 50 total separations during FY 2017; 15 were involuntary and 35 were voluntary (retirement, relocation, other employment, etc.).

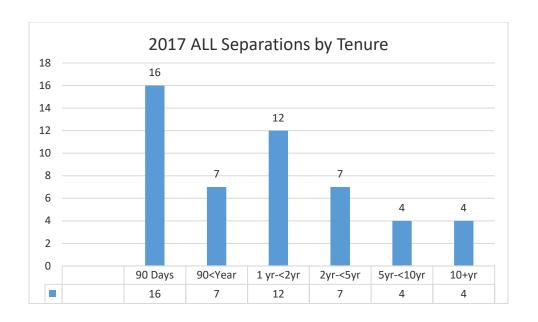
<u>Fast Fact</u>: There were 16 separations that occurred during the first 90 days of employment. There were 7 additional terminations that occurred between 90 days and one (1) full year of employment for a total of 23 separations within the first year.

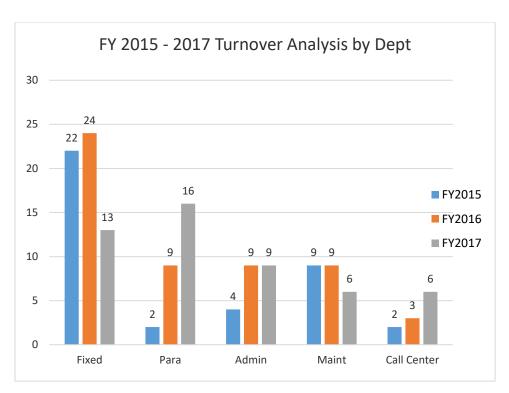
<u>Fast Fact</u>: Twelve employees separated with a year of service but less than 2 years were the next largest group to leave employment.

<u>Fast Fact</u>: Turnover costs the District money. Conservatively, \$5,500 - \$6,000 per separation or over \$275,000 to source, interview, background check, drug test and train a new employee during the fiscal year. This number does not include overtime costs or lowered moral.

With low unemployment and increased competition for workers, Human Resources recruiting will be focusing on making immediate changes to improve retention within the first two years of employment. Compensation improved however during the first three months of the new fiscal year the turnover trend shows no sign of slowing during the first three months of FY 2018. Planned for 2018 are the following:

- 1. Improved New Employee Orientation.
- 2. Expanding the selection process is being implemented this month. It will include a realistic job preview.
- 3. Expanding the use of Social Media to seek out a larger pool of qualified candidates.





LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 4 (b)

Agenda Item: Demographics Report

Presenter: Steven Schaible, Human Resources Director

Recommended

Action: Informational

AGENDA ITEM: EEO Demographics Report

PRESENTER: Steven Schaible, Director of Human Resources

RECOMMENDED ACTION: Informational

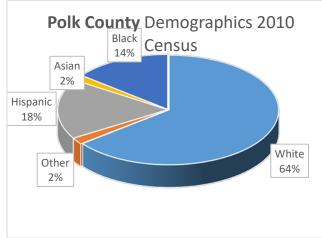
SUMMARY: General contrast and comparison of Polk County EEO demographics and District

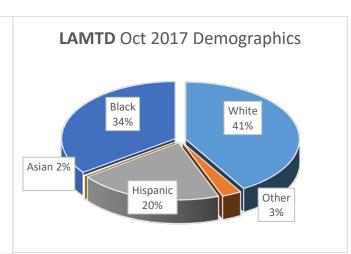
employee base.

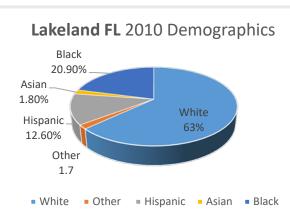
ATTACHMENT: Trend pie chart and bar graph

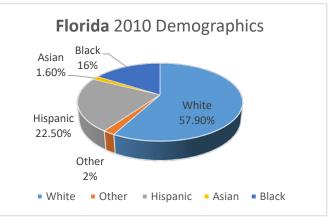
EEO Demographic Report

Lakeland Area Mass Transit is mandated by the FTA to collect data and annually report on organizational EEO. Below pie chart shows the 2010 US Census demographics for Polk County Florida. The second pie chart shows the overall EEO breakdown for LAMTD as of October 2017.

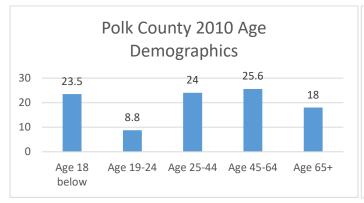


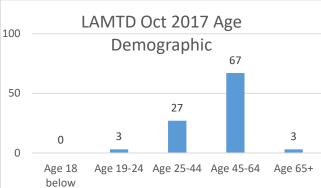






Age Discrimination in Employment Act (ADEA) prohibits employers from refusing to select qualified candidates for employment based on being 40 years of age or older. Below bar graph shows the 2010 US Census age demographics for Polk County Florida. The second bar graph contrasts the overall age breakdown for LAMTD employees as of October 2017.





LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING DECEMEBER 13, 2018 AGENDA ITEM #4(c)

Agenda Item: Level II Background Checks

Presenter: Marcy Harrison, HR Generalist

Recommended

Action: Informational

Summary: Level II background checks review the criminal history of a

potential employee as part of the employment process for a healthcare provider and/or for participation as a provider in the Florida Medicaid program. The District has been a participating provider since 1996 under its home community based organization through the Department of Children &

Family services.

In 2016 the Florida Medicaid program removed transit benefits for its recipients and a pre-employment level II background check was no longer a requirement.

To further research this requirement we reached out to HART, LYNX, PSTA, Gainesville Regional Transit, the CTC, Polk County and the FDOT. The above listed transit organization contract out their background check services and the other state and county agencies have verified that level II screenings are no longer necessary.

The District currently spends \$57.00 per person for a criminal felony & misdemeanor screening that includes all counties in the state of Florida for the past seven (7) years. After conducting an independent cost estimate with several companies, the estimated saving per person is approximately \$11.00 per person and includes not only the criminal screening for the Florida but nationwide, motor vehicle history, social security tracing, and sex offender registry query.

AGENDA ITEM #4(c) – CONT.

In conclusion, the District will bring forward at the February board meeting the final recommendation for board approval to contract with an outside background check service.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 5 (a)

Agenda Item: LYNX Contract

Presenter: Tim Darby

Recommended

Action: Approval

BUS SERVICE AGREEMENT No. 17-A23

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (LYNX)

and

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

October 1, 2017

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "<u>Agreement</u>") made and entered as of this 1st day of October, 2017, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "LYNX"), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district, 1212 George Jenkins Blvd., Lakeland, FL. 33815 (hereinafter referred to as "LAMTD").

LAMTD and LYNX shall sometimes each be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, LAMTD has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified and set forth in **Exhibit "A"** (the "**Service Area**"), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

1. **<u>DEFINITIONS</u>**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
Bus Service	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
Cost of Bus Service	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2018, will be based on an estimated hourly rate of \$68.17 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

County Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers

utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue

for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of
Bus Service
Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox
Revenue
Shall mean the actual Farebox Revenue received from LYNX for the
Bus Service during each and every month during the term of this

Agreement.

Monthly Payment Shall mean the payment made to LYNX by LAMTD at the end of

each and every month during the term of this Agreement, as provided

in paragraph 6 below.

Net Monthly Cost of Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus

Service for that month less the Monthly Farebox Revenue for that

same month.

Shall mean the area indicated in **Exhibit** "A" attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be

provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of LAMTD to the extent LYNX can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. <u>TERM</u>. This Agreement shall be effective as of the date hereof (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2018 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto.

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), LAMTD and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

- a. <u>Termination at Will</u>. This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- b. <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- c. <u>Termination for Breach</u>. Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD's or LYNX right to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "A"</u> is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.
- 6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the LAMTD paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:
- a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAMTD an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required

actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. LAMTD shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

- b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.
- c. For the purpose of invoicing, invoices and related matters will be sent to the LAMTD at the following address:

Lakeland Area Mass Transit District 1212 George Jenkins Boulevard Lakeland, Florida 33815

- d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
 - 7. **SECURITY DEPOSIT**. No security deposit is required of LAMTD under this Agreement.
 - 8. This Paragraph is not applicable.
- 9. <u>ADVERTISING</u>. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

- 10. **BOND**. LAMTD shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the LAMTD under this Agreement.
- 11. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 12. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and LAMTD under this Agreement shall be that of an independent contractor and not an agent.
- 13. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.
- 14. <u>NOTICE</u>. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Interim Director of Finance

455 North Garland Avenue Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer

455 North Garland Avenue Orlando, Florida 32801

LAMTD: Tom Phillips, Executive Director

Lake Area Mass Transit District 1212 George Jenkins Boulevard

Lakeland, Florida 33815

Copy: Darby Law Group

500 S. Florida Avenue, Suite 520

Lakeland, Florida 33801

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

16. MISCELLANEOUS CLAUSES.

- a. <u>Sovereign Immunity</u>. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAMTD of its rights to invoke sovereign immunity as a governmental entity.
- b. <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- c. <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. Benefits of Service. The Payments to be paid by the LAMTD to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- g. <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

- j. <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- i. <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAMTD such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- k. <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAMTD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if LAMTD should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- l. <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in <u>Exhibit "A"</u>. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- m. <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 17. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.
- 18. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

	a.	Modifications that are anticipated to result in no increase to LYNX operational cost
per revenue	hour (se	e Cost of Bus Service) require only the concurrence of the LYNX's Executive
Director and	the appr	oval of the LAMTD Executive Director.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAMTD Board of Directors.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

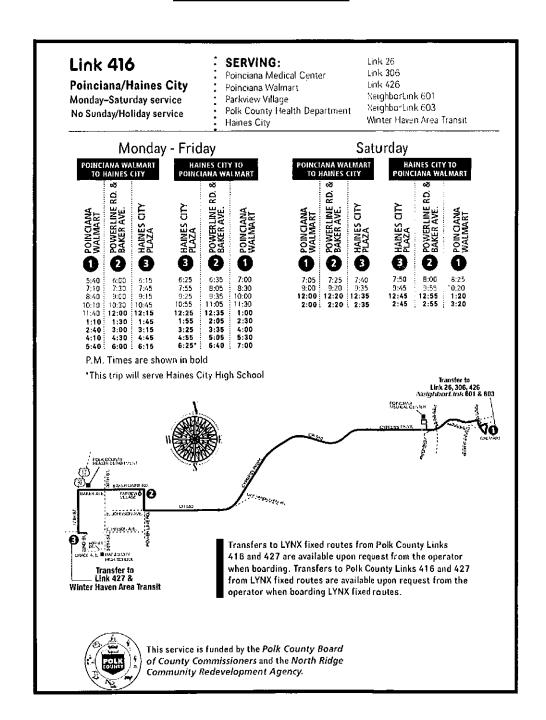
vear first above written.	
Attest:	LAKELAND AREA MASS TRANSIT DISTRICT
	By LAMTD Board of Directors
Ву:	By:(Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:
	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	Edward Johnson Chief Executive Officer
	Approved as to form only by General Counsel; for sole reliance by LYNX
	Akerman, Senterfitt & Eidson, P.A.
	By: Patrick T. Christiansen

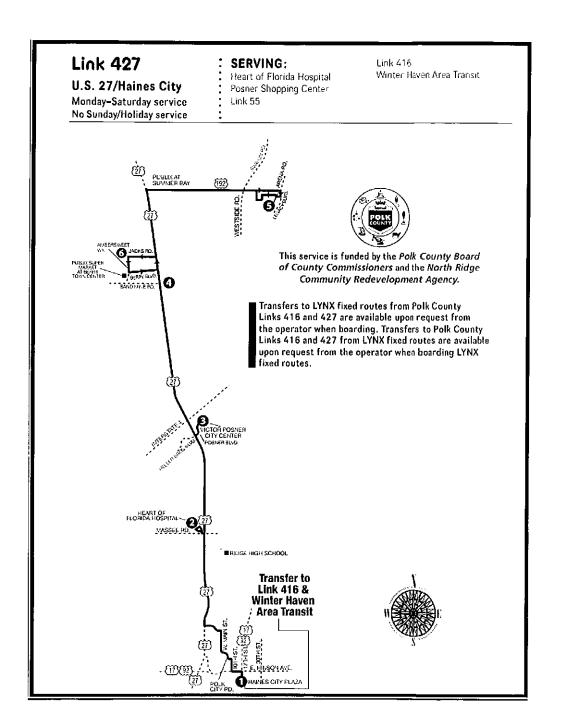
EXHIBIT "A"

Description and Schedule of Bus Route(s)

See Attached

Effective: October 1, 2017





Link 427

Monday - Friday

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P.M. Times are shown in bold

Saturday

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^{*}This trip will serve Ridge High School

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 5 (b)

Agenda Item: Polk County Veteran UAP

Presenter: Tim Darby

Recommended

Action: Approval

Polk County Veterans Universal Access Service Agreement

by and amon (hereinafter r	Service Agreement is entered into thing the Lakeland Area Mass Transit I referred to as the "District"), and Polkeinafter referred to as the "County").	District, an independent s	special taxing district
	EREAS, the District and the County limited access to public transit; and,	desire to provide Polk	County Veterans the
	EREAS, the District operates a public vice in Polk County, and	transit system which cur	rently provides fixed
	EREAS, the District and the County validity other areas in which similar agree	-	-
	V, THEREFORE, in consideration of agree as follows:	f the mutual covenants of	contained herein, the
	term of this Agreement shall be, 2018, through and includi		
2. The Γ	District will allow all participating Po	olk County Veterans unlin	mited access for each

- 2. The District will allow all participating Polk County Veterans unlimited access for each fixed route transit trip when the veteran shows appropriate service member identification. The District shall provide unlimited access to fixed route transit service for the eligible veterans in accordance with the terms of this Agreement.
- 3. This Agreement shall terminate if the District, or the County provides written notice of intent to terminate this Agreement ("Termination Notice") to the other party hereto, ninety (90) days prior to termination of the service.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Centers where the particular bus is based. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.
- 5. The rate to be charged to the County by the District for the transit service will be \$12,000.00 to be paid to the District.
- 6. District agrees to track usage and volume of veteran fixed route transit trips and report such information to County in writing on a quarterly basis. Failure to comply with this provision shall be deemed a default pursuant to Section 10 below.
- 7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without

limitation, the City of Lakeland, the Polk Transit Authority, and the County, and between the County and any other governmental authority including, without limitation, the City of Lakeland, the Polk Transit Authority, and the District.

- 8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District and the County are obligated to comply.
- 9. Failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the condition alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- 10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815 ATTN: Tom Phillips

COUNTY: Polk County

Transit Services Division

Finance Center

Drawer H206, P.O. Box 9005

Bartow, Florida 33831

ATTN:

- 11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.
- 12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals,

oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

- 13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of County. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of County.
- 14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.
- 15. Nothing contained herein shall operate or be construed as a waiver of the District's or County's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.
- 16. County specifically acknowledges and agrees that all routes are public bus routes, and District does not owe a duty of care to any veteran bus passenger greater than the duty of care that the District and County owe to any non-veteran bus passenger.
- 17. County and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District and County agree to:

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

provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

Witnesses:	LAKELAND AREA MASS TRANSIT DISTRICT
	By: Phillip Walker, Board Chairman Date:
	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
Attest: Stacy M. Butterfield Clerk of Court	By:, Chairman Board of County Commissioners
By:	Date:
Date:	_

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 5 (c)

Agenda Item: Eagle Lake UAP

Presenter: Tim Darby

Recommended

Action: Approval

Service Agreement City of Eagle Lake and Lakeland Area Mass Transit District

This Service Agreement is entered into this day of,
2018, by and among the City of Eagle Lake, a political subdivision of the State of Florida
(hereinafter referred to as "Eagle Lake"), and the LAKELAND AREA MASS TRANSIT
DISTRICT, an independent special taxing district (hereinafter referred to as the
"District")
WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,
WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and
WHEREAS, Eagle Lake has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:
1. The term of this Agreement shall be for a period of one (1) year commencing on, through and including, 2018.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Eagle Lake may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Eagle Lake's or the District's right to remedies at law or to damages.

- 3. No later than six (6) months before the end of the term of this Agreement, the District and Eagle Lake, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.
- 5. The fee to be charged to Eagle Lake by the District for the transit service from October 1, 2017 through and including April 30, 2018 will be \$5,000.00 the fee to be charged from May 1, 2018 through and including September 30, 2018 shall be \$629.07 per month. Eagle Lake shall remit payment within 30 days from receipt of invoice.
- 6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.
- 7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.
 - 8. This Agreement is subject to all federal, state, and local laws, rules, and

regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

EAGLE LAKE: City of Eagle Lake

P.O. Box 129

Eagle Lake, FL 33839

ATTN: Dawn Wright, City Clerk

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815

ATTN: Tom Phillips

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

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

- 12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Eagle Lake. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Eagle Lake.
- 13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.
- 14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
- 15. Eagle Lake and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

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

	CITY OF EAGLE LAKE
	BY:
Witnesses	_
	LAKELAND AREA MASS TRANSIT DISTRICT
	BY:
	George Lindsey III, Board Chairman
Witnesses	_

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #5 (d)

Agenda Item: Polk County School Board Contract

Presenter: Tim Darby

Recommended

Action: Approval

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

This Service Agreement is entered into this 8th day of November, 2017, by and among The School Board of Polk County, Florida (hereinafter referred to as "School Board"), and the Lakeland Area Mass Transit District, an independent special taxing district (hereinafter referred to as the "District").

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

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

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

- 1. The term of this Agreement shall be for a period of three years commencing on August 10, 2017, through and including the second Friday of the 2020-2021 school year.
- 2. The District will allow all School Board students in grades nine through twelve, unlimited access on Monday through Friday during normal hours of operation for each fixed route transit trip when the students show the appropriate student identification card. The District shall provide unlimited access to fixed route transit service for the eligible students in accordance with the terms of this Agreement.
- 3. This Agreement shall terminate if the School Board or the District provides written notice of intent to terminate this Agreement ("Termination Notice") to the other parties hereto, ninety (90) days prior to termination of the service.
- 4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Centers where the particular bus is based. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

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

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

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

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

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

School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages because of termination under this section.

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

SCHOOL BOARD: The School Board of Polk County, Florida

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

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

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

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

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

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

16. Participating students are at all times subject to the same standards of behavior applicable to all other passengers.

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

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

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

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

Public Records. District agrees to:

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

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

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

21. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

	 BY:
	Jacqueline M. Byrd, Superintendent
Witnesses	
	LAKELAND AREA MASS TRANSIT DISTRICT
	BY:Phillip Walker, Board Chairman
Witnesses	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 6 (a)

Agenda Item: Citizens Advisory Committee Proposal

Presenter: Erin Killebrew, Director of Government Affairs

Recommended

Action: Approval to reinstate the Citizens Advisory Committee

Summary: Oral Presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 6(b)

Agenda Item: CFDC Investor Video

Presenter: Erin Killebrew, Director of Government Affairs

Recommended

Action: Informational

Summary: Video Presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 6(c)

Agenda Item: Smart Card Customer Service

Presenter: Erin Killebrew, Director of Government Affairs

Recommended

Action: Informational

Summary: Oral Presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 7

Agenda Item: Fleet Plan Update LAMTD 2018

Presenter: Joe Cheney

Recommended

Action: Informational







Fleet Replacement Plan LAMTD

Update January 2018

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 8 (a)

Agenda Item: Agency Update

Presenter: Tom Phillips, Executive Director

Recommended

Action: Informational

Summary: Executive updates(s) on District Matters

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM # 9 (a)

Agenda Item: December Executive Calendar

Presenter: Tom Phillips, Executive Director

Recommended

Action: Informational

Attachment: December Calendar

◆ Tom Phillips	×						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	_
Nov 26	27 10:00am 1 on 10:00am NTD 2:00pm Josie 4:00pm LEDC	9:00am Senior Staff Meeting 10:00am One 1:00pm 1 on 1	29 10:30am 1 on 1 with Tom and Erin; Tom's Office; Marcy Harrison	30 8:30am 1 on 1 9:00am 10:00am Meet 2:00pm 1/1 wi	Dec 1 11:00am 1 on 1 Joe and Tom; 12:00pm New Fridge Delivery	2	
3	4 7:00pm Copy: Bo 10:00am 1 on 1:00pm Home 6:00pm Frost	5 ard of Directors, Perf 9:00am Senior 10:00am One 1:00pm 1 on 1	6 Tormancε 7:00pm 10:30am 1 on 11:30am VISTE 5:00pm FW: U	7 8:30am 1 on 1 with Aaron D 2:00pm 1/1 with David Pe	8:30am Invitation: Inf 11:00am 1 on 1 Joe and Tom;	9	
10	8:30am Radio; Hall Communi 10:00am 1 on 2:00pm Holid	8:30am Email 9:00am Senior 10:00am One	8:30am LAMTD Board Meetin 10:30am 1 on 1 with Tom and	14 9:00am TPO; County Comm 10:30am Meet 2:00pm 1/1 wi	15 8:30am 1 on 1 with Aaron D 11:00am 1 on 2:00pm Meeti	16	
17	18	19	20	21	22	23	
	10:00am 1 on 1 with Tom and 10:30am Polk PACE for Girls	10:00am One 11:30am Wint 1:00pm Lake	Vacation; Vacatio 10:30am 1 on 1 with Tom and 11:00am Hain	n; Marcia Roberson 8:30am 1 on 1 with Aaron D 2:00pm 1/1 wi	11:00am 1 on 1 Joe and Tom; Office; Marcy		
24	25	26	27	28	29	30	
		Vacation	; Vacation; Marcia R	oberson			
Christmas Eve; United States	5:00am Christma Christmas Day; United States	s - No Se 5:00am 10:00am One on One Tom a	9:00am Senior Staff Meeting 10:00am Mid	2:00pm 1/1 with David Persaud; Exec			
31 New Year's Eve; United States	Jan 1, 18 New Year's Day; United States 8:00am PIN Annual Certifi	7:00pm Copy: Bo 9:00am 216 E Pine St 10:00am One on One Tom a	3 ard of Directors, Perion 9:00am Senior 10:30am Meet 11:30am Janu	4 formancε 7:00pm 9:00am Carol 9:30am Monic 10:30am Citru	9:30am Walter Durham; Holli 1:00pm Barbara Smith Funeral	6	-

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JANUARY 10, 2018 AGENDA ITEM #9(b)

Agenda Item: Ridership Report

Presenter: Tom Phillips, ED

Recommended

Action: Information only

Summary: Year to date ridership information for the entire system

including LAMTD, Winter Haven, Rural and Demand

Response through November, 2017

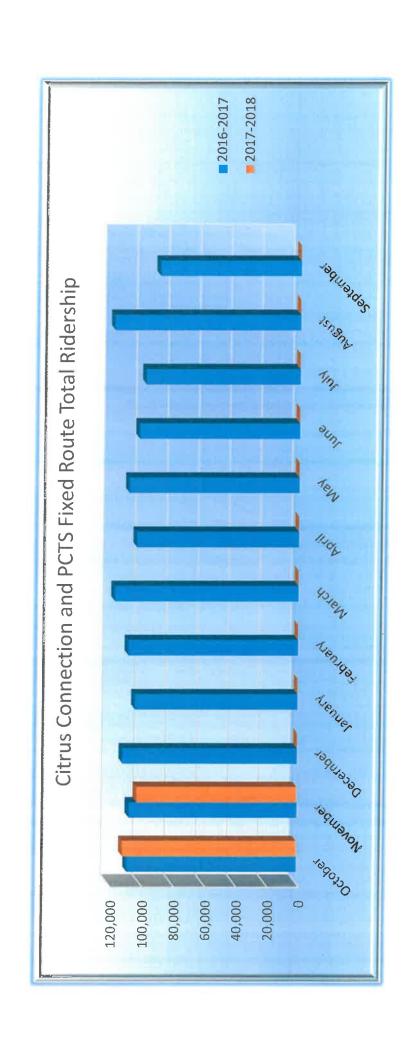
Attachments: Ridership Report.

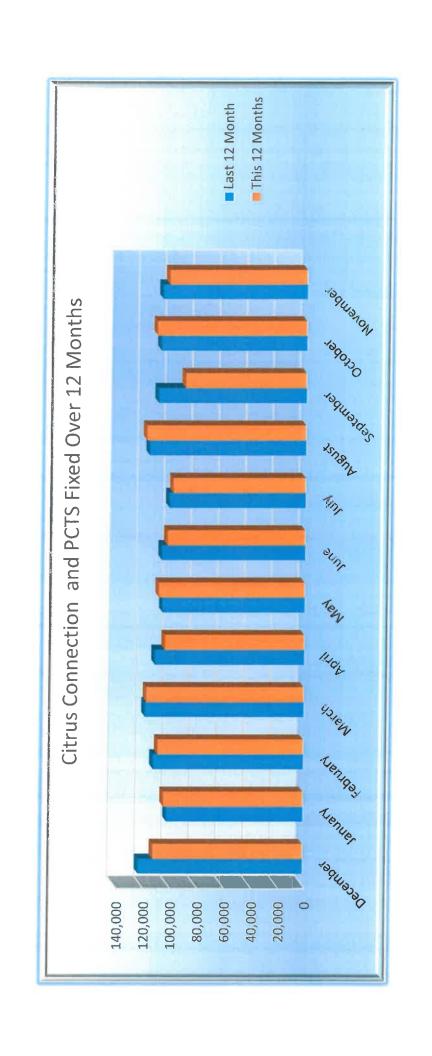
	Citrus Connec	tion and PCTS Fixed	Route Totals		
	2014-2015	2015-2016	2016-2017	2017-2018	Change
October	167,	775 125,714	108,078	110,942	3%
November	133,	255 111,028	106,998	102,131	-5%
December	153,	148 122,018	111,197	0	0%
January	141,	392 101,190	103,647	0	0%
February	131,	235 111,486	108,068	0	0%
March	142,8	394 117,618	116,794	0	0%
April	132,4	100 110,754	103,274	0	0%
May	123,3	350 105,362	108,224	0	0%
June	124,3	106,252	102,092	0	0%
July	126,2	245 100,929	98,193	0	0%
August	115,9	008 115,998	118,104	0	0%
September	125,9	109,705	89,794	0	0%
Totals	1,618,2	1,338,053	1,274,460	213,073	-1%

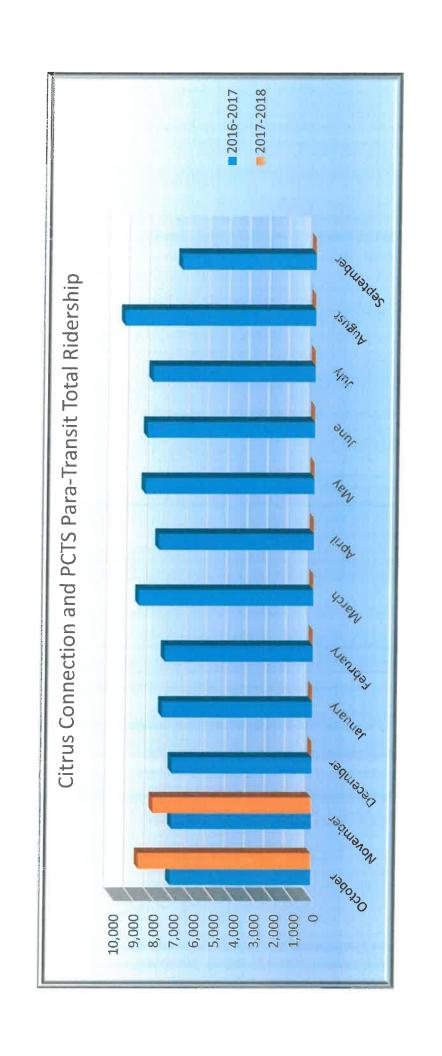
Citrus Connection and PCTS Para-Transit Totals						
	2014-2015		2015-2016	2016-2017	2017-2018	Change
October		11,849	7,846	7,071	8,641	22%
November		9,092	6,690	7,002	7,940	14%
December		12,494	7,330	7,014	0	0%
January		10,149	7,020	7,521	0	0%
February		9,603	7,027	7,413	0	0%
March		10,358	7,780	8,715	0	0%
April		10,323	7,334	7,757	0	0%
May		9,895	7,431	8,460	0	0%
June		9,973	7,548	8,374	0:	0%
July		9,277	6,846	8,131	0	0%
August		7,871	8,166	9,533	0	0%
September		7,619	7,791	6,711	0	0%
Totals		118,503	88,809	93,702	16,581	18%

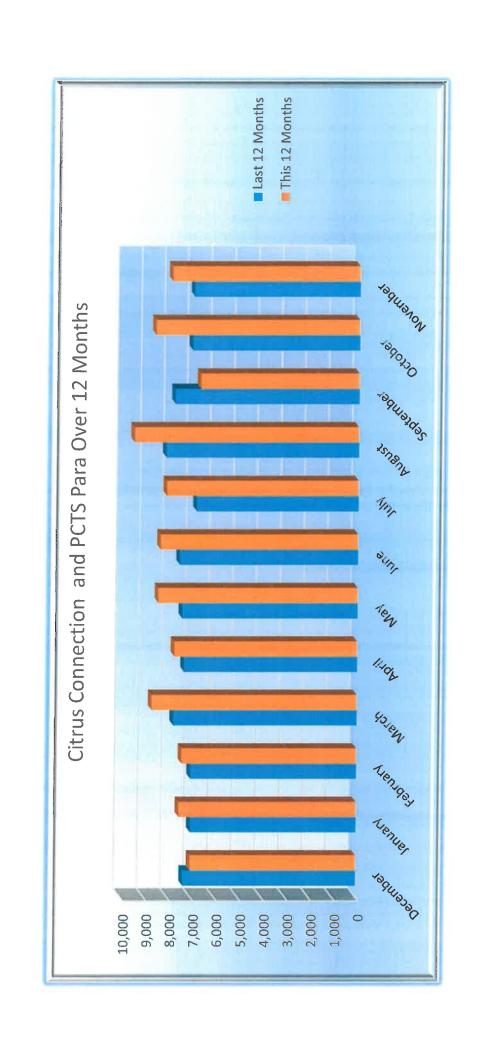
Citrus Connection only Fixed Route Totals							
	2014-2015	2015-2016	2016-2017	2017-2018	Change		
October	110,975	83,092	67,636	71,699	6%		
November	88,195	73,987	71,083	66,278	-6%		
December	100,995	82,287	72,646	0	0%		
January	95,059	67,774	70,767	0	0%		
February	88,704	74,506	71,884	0	0%		
March	93,660	79,428	78,158	0	0%		
April	89,872	73,926	67,338	0	0%		
May	80,003	69,120	72,329	0	0%		
June	80,998	71,398	67,965	0	0%		
July	74,681	68,162	66,347	0	0%		
August	72,290	76,847	79,427	0	0%		
September	79,771	72,624	54,155	0	0%		
Totals		893,149	839,734	137,977	-1%		

Citrus Connection only Para-Transit Totals						
	2014-2015	2015-2016	2016-2017	2017-2018	Change	
October	6,888	4,094	3,229	4,025	25%	
November	5,470	3,437	3,252	3,734	14%	
December	6,046	3,695	3,154	0	0%	
January	5,919	3,512	3,507	0	0%	
February	5,581	3,496	3,505	0	0%	
March	6,316	3,897	4,040	0	0%	
April	6,333	3,651	3,694	0	0%	
May	6,170	3,589	4,060	0	0%	
June	6,136	3,660	3,880	0	0%	
July	5,407	3,269	3,681	0	0%	
August	4,485	3,866	4,306	0	0%	
September	4,517	3,747	6,039	0	0%	
Totals	69,268	43,913	46,347	7,759	20%	









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

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: None

Summary: