

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

Call to Order	<u>Action Required</u>
1. Approval of the October 11, 2017 LAMTD Board Minutes	Approval
2. Public Comments	TBD
3. Finance / David Persaud	
a. Board Action Item – The District to review federal holidays and identify the operational/manpower cost	None
b. IT Services Privatization	None
4. Marketing / Donovan Tinsley	
a. Bus Advertising Revenue	None
b. Board Action Item – ADA Training Video	None
5. Legal	
Commissioner George Lindsey, III	
a. Extension of Legal Services Contract	Approval
b. Discussion of Legal Services Contract for the District	None
The Darby Group	
c. Polk County School Board UAP	Approval
6. Executive Director Report / Tom Phillips	
a. District Re-Organization and Staff Additions	Approval
7. Operations / Bill Knieriem	
a. SmartCard Update	None
b. GEICO Route 58X Elimination	Approval
8. Executive <u>Informational</u> Summary / Tom Phillips	
a. October Calendar	None
b. Ridership and UAP Update	None
9. Other Business	TBD
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #1

Agenda Item: Approval of the October 11, 2017 LAMTD Board Minutes

Presenter: Marcy Harrison

Recommended
Action: Board approval of the October 11, 2017 LAMTD Board
Minutes

Attachments: October 11, 2017 LAMTD Board Minutes

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BOARD OF DIRECTORS MEETING
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1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 11, 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: Marcy Harrison

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 October 11, 2017 LAMTD Board of Director meeting minutes.

“Approval of October 11, 2017 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

Mary Lee Ganedas, Lakeland resident addressed the board with her concerns for the lack of public transportation on the weekends and in the evenings. She is requesting that the District and the Board of Directors consider updating the current bus schedules, the addition of more routes, longer hours and more days to accommodate the needs of the community.

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Agenda Item #3 - Finances / David Persaud, CFO

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

a) Financials for the Year-to-date

Year to Date August 31, 2017

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	92%	\$9,536,643	\$8,274,603	87%	\$10.4 Million
Expenses YTD	92%	\$9,536,643	\$7,898,624	83%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through August 31, 2017 totaled \$8.3 million or 87% of the YTD budget.

Farebox and all contract revenues reflect 87% of budgeted revenues through August 31, 2017.

Farebox revenues are under budget \$165,000 due to decline in ridership and some comingling of revenue that is being addressed.

- Other Contract Revenues are over budget by \$28,000 due to RAMCO Payment. City of Lakeland Revenues being in line with the budgeted revenues.
- Ad Valorem taxes reflect \$3.93 million or 101% of budget. The total budgeted revenues are \$3.9 million. Only 95% of the taxes are budgeted and due date is November 2016.

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 \$1.6 million is being billed quarterly with \$1.3 million revenue YTD. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The total grants have been billed thru 9-30-17.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million with revenue YTD totaling \$1.1 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized. The total has been billed thru 9-30-17.

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- Advertising income is also lagging at \$104,000 but should improve as payments are realized.
- 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 August 31, 2017 totaled \$7.90 million or 83% of the YTD budget.

- Salaries and benefits represent 93% of the FY 2016-2017 YTD budget. As of August 31, 2017, these expenses totaled \$5.7 million or 7% under budget of \$6.14 million and is under budget.
- Professional and Technical Services expenses totaled \$294,000 of the YTD budget; a favorable variance.
- Other services expenses totaled \$78,000 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$424,000 YTD under budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$400,000 under budget, a favorable variance.
- Advertising promotion expenses totaled \$34,000 over budget, offset with advertising revenues that are lagging.
- 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. The City of Lakeland CRA payments were higher than budgeted.

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

CHANGE IN FINANCIAL CONDITION	
Based on the year-to-date budget-to-actual variances through August 31 st the financials reflect a favorable actual variance of \$376,000 with 92% of the fiscal year.	

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS					
	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.

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FY 2017
MONTHLY FINANCIAL STATEMENT
MONTH OF Aug 2017

		Month				YTD				Approved Annual Budget	
		Actual	Budget	Variance		Actual	Budget	Variance		Budget	
				\$'s	%			\$'s	%		
REVENUES: Account											
R4	Farebox/Pass Sales	\$ 64,547	\$ 70,711	\$ (6,163)	-9%	\$ 612,005	\$ 777,819	\$ (165,814)	-21%	\$ 848,530	
R6	Contract Income (UAP)	\$ 11,524	\$ 20,260	\$ (8,736)	-43%	\$ 253,307	\$ 222,860	\$ 30,447	14%	\$ 243,120	
R3	Other Contract Revenue	\$ 16,918	\$ 24,076	\$ (7,158)	-30%	\$ 292,915	\$ 284,834	\$ 8,081	11%	\$ 288,910	
R5	Miscellaneous Income	\$ 9,159	\$ 833	\$ 8,326	999%	\$ 31,442	\$ 9,167	\$ 22,275	243%	\$ 10,000	
R7	Advertising Revenue	\$ 5,621	\$ 14,500	\$ (8,879)	-61%	\$ 103,730	\$ 159,500	\$ (55,770)	-35%	\$ 174,000	
R8	Investment/Interest Income (net)	\$ 4,972	\$ 833	\$ 4,139	497%	\$ 55,664	\$ 9,167	\$ 46,497	507%	\$ 10,000	
R9	Ad Valorum Income, net	\$ 2,683	\$ 324,372	\$ (321,689)	-99%	\$ 3,931,579	\$ 3,568,088	\$ 363,491	10%	\$ 3,892,460	
R10	FDOT Operating Grant	\$ 721,105	\$ 137,002	\$ 584,104	426%	\$ 1,271,763	\$ 1,507,018	\$ (235,255)	-16%	\$ 1,644,020	
R11	Federal Operating Grant	\$ -	\$ 217,626	\$ (217,626)	-100%	\$ 1,051,575	\$ 2,393,884	\$ (1,342,309)	-56%	\$ 2,611,510	
R12	Charitable Contributions	\$ -	\$ -	\$ -	0%	\$ 20,000	\$ -	\$ 20,000	0%	\$ -	
R13	Cost Recovery	\$ -	\$ 3,109	\$ (3,109)	-100%	\$ 45,318	\$ 34,201	\$ 11,117	33%	\$ 37,310	
R17	City of Lakeland	\$ 12,990	\$ 12,531	\$ 460	4%	\$ 135,411	\$ 137,839	\$ (2,428)	-2%	\$ 150,370	
R1	Bartow Express	\$ 4,861	\$ 3,274	\$ 1,586	48%	\$ 53,645	\$ 36,016	\$ 17,629	49%	\$ 39,290	
R2	PCTS - Support Cost Reimb.	\$ 37,841	\$ 37,841	\$ (0)	0%	\$ 416,248	\$ 416,249	\$ (1)	0%	\$ 454,090	
Reserve											
TOTAL REVENUES		\$ 892,221	\$ 866,968	\$ 25,254	3%	\$ 8,274,603	\$ 9,536,643	\$ (1,262,040)	-13%	\$ 10,403,610	
ELIGIBLE EXPENSES:											
1	Salaries	\$ 346,442	\$ 372,057	\$ (25,616)	-7%	\$ 3,822,554	\$ 4,092,632	\$ (270,079)	-7%	\$ 4,464,690	
2	Employee Benefits	\$ 167,503	\$ 186,011	\$ (18,508)	-10%	\$ 1,855,591	\$ 2,046,122	\$ (190,532)	-9%	\$ 2,232,134	
3	Advertising Fees	\$ 120	\$ 1,125	\$ (1,005)	-89%	\$ 13,209	\$ 12,375	\$ 834	7%	\$ 13,500	
4	Professional & Technical Ser	\$ 19,376	\$ 31,490	\$ (12,114)	-38%	\$ 293,884	\$ 346,391	\$ (52,507)	-15%	\$ 377,881	
5	Contract Maintenance Services	\$ 5,012	\$ 8,196	\$ (3,184)	-39%	\$ 48,921	\$ 90,154	\$ (41,233)	-46%	\$ 98,350	
6	Other Services	\$ 13,128	\$ 3,352	\$ 9,775	292%	\$ 78,205	\$ 36,877	\$ 41,329	112%	\$ 40,229	
7	Fuel & Lubricants	\$ 43,313	\$ 47,585	\$ (4,272)	-9%	\$ 423,765	\$ 523,435	\$ (99,670)	-19%	\$ 571,020	
8	Freight	\$ 228	\$ 292	\$ (64)	-22%	\$ 5,621	\$ 3,208	\$ 2,413	75%	\$ 3,500	
9	Repairs & Maintenance	\$ (10,703)	\$ 3,708	\$ (14,411)	-389%	\$ (30,735)	\$ 40,792	\$ (71,527)	-175%	\$ 44,500	
10	Materials & Supplies	\$ 52,479	\$ 57,049	\$ (4,571)	-8%	\$ 400,262	\$ 627,541	\$ (227,279)	-36%	\$ 684,590	
11	Utilities/Telephone	\$ 13,786	\$ 9,167	\$ 4,619	50%	\$ 114,484	\$ 100,833	\$ 13,651	14%	\$ 110,000	
12	Physical Damage Insurance	\$ 3,259	\$ 2,267	\$ 992	44%	\$ 30,482	\$ 24,933	\$ 5,549	22%	\$ 27,200	
13	Liab & Prop Damage Insurance	\$ 16,427	\$ 19,433	\$ (3,006)	-15%	\$ 188,275	\$ 213,767	\$ (25,491)	-12%	\$ 233,200	
14	Other Coporate Insurance	\$ -	\$ 167	\$ (167)	-100%	\$ 1,010	\$ 1,833	\$ (823)	-45%	\$ 2,000	
15	Dues & Subscriptions	\$ 249	\$ 3,483	\$ (3,234)	-93%	\$ 33,681	\$ 38,309	\$ (4,628)	-12%	\$ 41,792	
16	Education/Training/Meeting/Travel	\$ 3,628	\$ 6,646	\$ (3,018)	-45%	\$ 73,803	\$ 73,104	\$ 699	1%	\$ 79,750	
17	Service Charges	\$ 1,463	\$ 917	\$ 547	60%	\$ 15,541	\$ 10,083	\$ 5,458	54%	\$ 11,000	
18	Office Expense	\$ 7,003	\$ 9,237	\$ (2,234)	-24%	\$ 50,625	\$ 101,608	\$ (50,983)	-50%	\$ 110,845	
19	Advertising & Promotions	\$ 2,756	\$ 1,867	\$ 1,090	65%	\$ 33,804	\$ 18,333	\$ 15,470	84%	\$ 20,000	
20	Miscellaneous Expenses	\$ (85)	\$ 359	\$ (444)	-124%	\$ 23,539	\$ 3,951	\$ 19,588	496%	\$ 4,310	
21	Property Appraiser/Tax Collector Comm	\$ 54	\$ 12,283	\$ (12,230)	-100%	\$ 139,994	\$ 135,117	\$ 4,878	4%	\$ 147,400	
22	LDDA, CRA Contributions	\$ -	\$ 12,167	\$ (12,167)	-100%	\$ 160,948	\$ 133,833	\$ 27,115	20%	\$ 146,000	
23	Capital Expenditures/ Debt Service	\$ 11,014	\$ 57,883	\$ (46,869)	-81%	\$ 121,159	\$ 636,717	\$ (515,557)	-81%	\$ 694,600	
24	Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 1,833	\$ (1,833)	-100%	\$ 2,000	
25	Restricted Contingency	\$ -	\$ 20,260	\$ (20,260)	-100%	\$ -	\$ 222,860	\$ (222,860)	-100%	\$ 243,120	
TOTAL ELIGIBLE EXPENSES:		\$ 696,452	\$ 866,968	\$ (170,515)	-20%	\$ 7,898,624	\$ 9,536,643	\$ (1,638,019)	-17%	\$ 10,403,610	
NET REVENUES OVER											
(UNDER) EXPENSES		\$ 195,769	\$ (0)	\$ 195,769		\$ 375,979	\$ (0)	\$ 375,979		\$ (0)	

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c) PCTS Financials –

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of August 31, 2017
Year to Date Report
Percent of FY Reported (92%)

Revenues

- The revenues totaled \$3.8 million or 68% of the year-to-date budget.
- The FTA grant drawdown reflects 20% activity.
- Fare Revenues totaled \$120,000 or 106% of the year-to-date budget.
- The Polk County City Contributions totaled \$160,800.
- The County funding is designed to reflect the first and second payment for the budget grants match totaling \$1.8 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$4.7 million or 83% of the year-to-date budget.
- Salaries and wages totaled \$2.6 million or 76% of the YTD Budget.
- Operating expenses totaled \$1.7 million or 97% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other planned contractual services totaled \$392,000 or 84% of the year-to-date budget.

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Revenue				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
County Match	\$ 1,960,704	\$ 1,797,312	\$ 1,796,944	100%
City Contribution	\$ 208,085	\$ 190,745	\$ 160,800	84%
Other City Revenue			\$ 181,551	100%
Fares	\$ 123,780	\$ 113,465	\$ 120,150	106%
FDOT Block Grants:				
GO924 - WHAT/ADA	\$ 711,773	\$ 652,459	\$ 290,736	45%
JARC AQ379	\$ 76,479	\$ 70,106	\$ 54,889	78%
NEW FREEDOM AQ407	\$ 89,808	\$ 82,324	\$ 70,069	85%
RURAL AQR07	\$ 800,575	\$ 733,860	\$ 124,356	17%
FDOT - PRIOR PERIOD		\$ -	\$ 105,019	100%
FTA				
FTA 5307 Grant	\$ 2,147,360	\$ 1,968,413	\$ 390,301	20%
FTA 5307 - PRIOR PERIOD			\$ 543,695	100%
Total	\$ 6,118,564	\$ 5,608,684	\$ 3,838,510	68%
Expenses				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,731,659	\$ 3,420,687	\$ 2,598,571	76%
Contract	\$ 506,300	\$ 464,108	\$ 391,982	84%
Operating	\$ 1,880,605	\$ 1,723,888	\$ 1,665,678	97%
Total	\$ 6,118,564	\$ 5,608,683	\$ 4,656,231	83%

LAKELAND AREA MASS TRANSIT DISTRICT
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Wednesday, October 11, 2017, at 8:30 a.m.

d. Shirley Conroy Rural Area Capital Assistance Program Grant – Resolution #17-14:

Recommend Approval to apply to the CTD for the Shirley Conroy Rural Capital Assistance Program and corresponding resolution. The District is submitting this grant application to the CTD for a 23' paratransit bus with four wheelchair spaces to replace one 23" paratransit bus that has exceed its useful life in the Polk County Rural Area.

This grant requires both 90/10 split between the CTD, and the County. CTD will provide \$99,355 with grant funding and the County will provide \$11,039 in matching funds for a total of \$110,394

“Approval of the Shirley Conroy Rural Area Capital Assistance Program – Resolution #17-14”

MOTION CARRIED UNANIMOUSLY

Agenda Item #4 – Legal / The Darby Group

Tim Darby presented the below informational and approval items to the board:

- a. LAMTD Interlocal Agreement – Informational Only
- b. Approval to renew two (2) Universal Access Programs:
 - Southern Technical College

“Approval of the Southern Technical College Universal Access Program”

MOTION CARRIED UNANIMOUSLY

- New Beginnings High School

“Approval of the New Beginnings High School Universal Access Program”

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 – Executive Director Report / Tom Phillips

Tom Phillips presented to the board the below District updates:

- a. The District is working on a transportation agreement with Mid Florida and Elderpoint Ministries to transport the elderly to nutritional center Polk Countywide.
- b. Fleet update will be forthcoming at the November 8, 2017 board meeting
- c. SmartCard is on track to go online October 23, 2017
- d. Tom has requested to have the employee buy back extended from 5 days to 7-8 days of vacation time.

“Approval to extend buy back policy from 5 days to 7-8 days of vacation until December 31, 2017”

MOTION CARRIED UNANIMOUSLY

**The board has directed the District to review the federal holidays and identify the cost for operations and manpower to present at the November 11, 2017 board meeting.

LAKELAND AREA MASS TRANSIT DISTRICT
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Agenda Item #6 – Operations / Bill Knieriem

Bill Knieriem presented to the board with the below items:

a. Proposed elimination of 11 stops within the City of Frostproof:

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

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

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

“Approval of the elimination of 11 stops within the City of Frostproof”

MOTION CARRIED UNANIMOUSLY

b. Route 25 Changes – Informational Only:

The District is proposing a change to Polk County Transit Services route 25 starting at the Bartow Court House and ending at the Mulberry Walmart. The route will encompass the rural communities of Fort Mead, Homeland, Bradley Junction, and Achan while reducing the travel time from Mulberry to Bartow by 34 minutes. This route will eliminate the need for the existing route 39X with riders along this route receiving even greater frequency. This route is funded by FTA 5311 rural funds

Agenda Item #7 – Executive Director / Tom Phillips

Tom Phillips reported to the board the monthly UAP and Ridership data – informational only

Agenda Item #8 – Other Business

None at this time

Adjournment

Approved this 11th day of October, 2017.

Chairman – Commissioner George Lindsey, III

Minutes Recorder – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #3(a)

Agenda Item: Information Report on Funding Holiday Services

Presenter: Tom Phillips, Executive Director
David Persaud, Chief Financial Officer

Recommended
Action: For Board Consideration

Summary: The Board has requested that staff explore the costs for the three holidays that the District does not provide transit services. There are ten holidays in the year and the District provide services on seven holidays. The Holidays; President's Day, Columbus Day, Veteran's Day has no public transit services.

The cost for each day and the three holidays combined are presented below.

Funding:

1	Holiday LAMTD	\$27,300
3	Holidays LAMTD	\$81,900
1	Holiday PCTS	\$12,130
3	Holidays PCTS	\$36,390

The Budget reflects salaries and wages for 260 days so the holiday is funded. The additional 8 hours is not funded for the extra holiday pay. In addition, the fares for the services are not included and is estimated at \$2500 a day for LAMTD and \$490 a day for the County.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #3(b)

Agenda Item: To advise the Board on the District Information Technology Operations.

Presenter: Tom Phillips, Executive Director
David Persaud, Chief Financial Officer

Recommended
Action: For Board Information

Summary: The District I.T. Manager resigned earlier this year. The turnover in that position in the past resulted in the staff electing to use a temporary contract with a local firm Alltek Services. Alltek Services has done contractual work for the District in the past. The District engaged the services of Alltek Services in July 2017 to evaluate the current I.T. environment at no cost to the District given the absence of the I.T. Manager. In the review of the deficiencies, the District offered a temporary and short term offer to Alltek Services to evaluate and streamline the I.T. operations. The offer dated July 2017 at \$10,000 a month from the I.T. Budget with the vacant I.T. Manager position and was basically a wash for \$50,000 for five months.

Alltek Services is in process of being associated with The GSA Federal service provider and the Florida State Contract to continue to provide I.T. operating Services. In doing so, the District will be serviced by a piggy back governmental contract.

Funding: The privatization process was evaluated and with the vacant I.T. Manager and the transfer of other I.T. employees resulted in not filling the positions with the annual cost of \$184,000. The short-term contract cost is \$120,000 annualized less than providing the services in house. The I.T. functions has improved significantly and should improve further as the District focuses on improved technology.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #4(a)

Agenda Item: Bus Advertising Revenue

Presenter: Donovan Tinsley, Tinsley Creative

Recommended
Action: Informational Only

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #4(b)

Agenda Item: Board Action Item – ADA Training Video

Presenter: Donovan Tinsley, Tinsley Creative

Recommended
Action: Informational Only



11.9.17

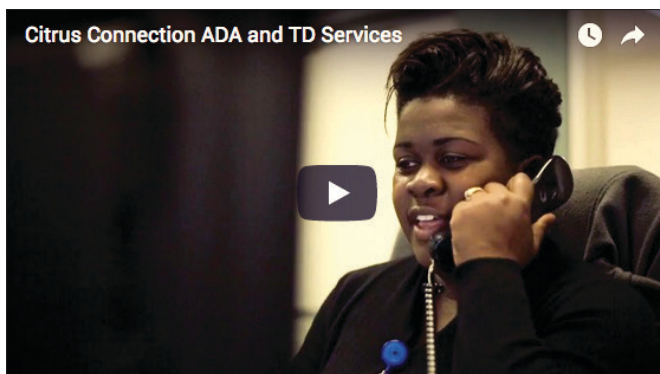
Tinsley Creative Board Presentation Agenda

1 | Transit Advertising Program Overview

- Current Procedure Sales/Production
- Client Roster, Contract Term and Revenue
- A Look Back (revenue decrease)
- A Look Ahead

2 | ADA/TD Service Video

- <http://ridecitrus.com/how-to-ride/disabled-services/>



LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 08, 2017
AGENDA ITEM # 5(a)

Agenda Item: Extension of Legal Services Contract

Presenter: Commissioner George Lindsey, Board of Directors Chairman

Recommended
Action: The Board approve the extension of the District's Legal Services Contract.

Summary: The District's legal services are currently provided by the Darby Law Group, located in Lakeland, Florida. The current contract was executed November 14, 2012 and expires November 13, 2017. The District seeks to extend that agreement, as a stop gap measure, for a period not to exceed six months.

Attachments: Contract Change Order / Modification and Analysis

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

Office of Purchasing and Contracts
1212 George Jenkins Blvd., Lakeland Florida 33815

BILATERAL CHANGE ORDER

1. CONTRACT No. 13-032	2. MODIFICATION No. 1	3. ISSUED: 11/2/17
4. CONTRACT: Legal Counsel		5. CONTRACTOR Darby Law Group
6. ISSUED BY: Lisa Harris, Contracts Specialist Direct Dial: (863) 327-1314 Email: LHarris@ridecitrus.com		7. NUMBER OF PAGES: 1
8. MODIFICATION OF CONTRACT: The contract identified in Block 1, is hereby modified as described below. Except as provided herein, all other provisions of the contract, as hereto amended, shall remain unchanged and in full force and effect. This Change Order is issued to make modifications, confirmations, and/or acknowledgments to the extension of Legal Service rendered under LAMTD Contract No 13-032. 9. DESCRIPTION OF MODIFICATION: This is a bilateral contract modification in accordance with paragraph 6(b) of the agreement. 9.1. Contract 13-032, paragraph 2, Time of Performance and Terms of Agreement: <ul style="list-style-type: none">• Current Contract Term is for five years, beginning November 14, 2012 and terminating November 13, 2017.• A 6 (six) month contract extension, for a stop gap period not to exceed six months, has been accept by both parties.• All other terms and conditions of the agreement shall remain unchanged and in full force and effect. <div style="text-align: center;">[END]</div>		
10. AGREEMENT TO CHANGE ORDER/MODIFICATION: <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><i>As to Darby Law Group:</i> <div style="text-align: right;">/ /</div><div style="display: flex; justify-content: space-between;"><div>Signature</div><div>Date:</div></div><div style="text-align: right;">/ /</div><div style="display: flex; justify-content: space-between;"><div>Print Name</div><div>Title:</div></div></div><div style="width: 45%;"><i>As to the District:</i> <div style="text-align: right;">/ /</div><div style="display: flex; justify-content: space-between;"><div>Signature:</div><div>Date:</div></div><div style="text-align: right;">/ /</div><div style="display: flex; justify-content: space-between;"><div>Tom Phillips</div><div>Executive Director</div></div><div style="display: flex; justify-content: space-between;"><div>Print Name</div><div>Title:</div></div></div></div>		

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 08, 2017
AGENDA ITEM # 5(b)

Agenda Item: Legal Services for the District

Presenter: Commissioner George Lindsey, Board of Directors Chairman

Recommended
Action: Board Discuss of Legal Services Contract for the District.

Summary: The District has requested an extension of their legal services contract, currently held by the Darby Law Group. The extension shall afford the District, and its Board of Directors, time to select new counsel or renew with existing counsel.

Attachments: Darby Law Group's Legal Services Proposal

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT entered into as of this 8th day of November, 2017, by and between the Lakeland Area Mass Transit District, an independent special taxing district, 1212 George Jenkins Boulevard, Lakeland, Florida 33815 (hereinafter referred to as the "District") and Darby Law Group, P.A., P.O. Box 2971, Lakeland, Florida 33806 (hereinafter referred to as "Counsel").

WITNESSETH:

WHEREAS, the District desires to engage Counsel to render certain legal services to the District; and

WHEREAS, Counsel currently renders legal services to the District; and

WHEREAS, the District and Counsel desire to enter into an agreement for legal services for a certain term of years,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. Counsel shall perform, but only as requested by the District, the legal services including, but not limited to, those indicated as follows:

Advice to the Board of Commissioners and the Transit Director on all legal matters affecting the District; preparation of legal documents and papers; preparation and rendition of legal opinions to the Board of Directors and the Transit Director; appearance for and representation of the District before the governing bodies of the city and county and other public bodies; legal approval of and negotiation of contracts and other documents; attendance at regular and special meetings of the Board of Commissioners; preparation of Resolutions and other documents; representation of the District in court proceedings unless provided otherwise herein; and other such matters upon which the parties hereto may from time-to-time agree upon.

2. Time of Performance and Terms of Agreement. The services of Counsel are to commence upon the execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Except as otherwise provided herein, the services to be performed under this Agreement shall extend and the term of this Agreement shall be for three years beginning November 8, 2017 and terminating November 9, 2022.

3. Compensation, Advance or Reimbursement, and Methods of Payment.

(a) Compensation. The District will pay Counsel monthly for services performed hereunder at the rate of \$150.00 per hour.

(b) Advance or Reimbursement. In addition to the compensation provided above, the District will advance to or reimburse Counsel for the following expenses, subject to the approval of the Transit Director of the District:

- (i) All reasonable documented expenses associated with representation of the District, including, but not limited to, advances of costs, photocopies, faxes, long distance telephone service and postage;
- (ii) Travel and subsistence expenses, authorized by the District in connection with the performance of Counsel's services pursuant to this Agreement outside of the City of Lakeland, Florida, based upon the actual cost of transportation by common carrier, and subsistence expenses not to exceed the per diem approved by the Board of Commissioners for the District. All expenses shall be supported by detailed records.
- (iii) The costs of legal publications and references related to the representation of the District, and seminars and workshops related to the representation of the District.
- (iv) Such other reasonable expenses related to Counsel's representation of the District.

4. Employment of Other Counsel, Specialists or Experts.

Other counsel, specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel or where a conflict may exist for Counsel. Counsel will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with services herein without prior approval of the District. All other counsel shall be supervised by Counsel and Counsel shall review and approve all statements for services rendered before presentation to the District for payment. All other counsel shall have separate and distinct vendor numbers with the District.

5. Termination of Agreement and Legal Services. This Agreement and all legal services to be rendered hereunder may be terminated at any time by thirty (30) days written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, exhibits, project data, reports and evidence shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

6. Automatic Renewal. This Agreement shall automatically renew upon the same terms and conditions, for successive one year periods, unless either party hereto gives written notice to the other party at least ninety (90) days prior to the expiration of any such renewal period of its desire to terminate or change the terms and conditions of this Agreement at the end of such period; provided, however, that nothing in this Section shall change or limit the rights to terminate of either party pursuant to Section 5 of this Agreement.

7. Miscellaneous. The following provisions shall also apply:

- (a) This Agreement sets forth the entire agreement between the parties hereto concerning the services to be provided hereunder, subject, however, to the

approval of the Board of Commissioners of the District. It supersedes all prior written or oral agreements between the parties hereto.

(b) This Agreement may only be changed, modified or altered in writing, signed by an authorized representative of both parties.

(c) Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.

(d) Should any litigation arise pursuant to the terms of this Agreement, such litigation shall be brought in a court of competent jurisdiction in Polk County, Florida, and the non-prevailing party shall be responsible for the reasonable costs and attorneys fees of the prevailing party.

(e) This Agreement shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the District and Counsel, by signature of their respective authorized representatives, have executed this Agreement in duplicate as of the date first above written at Lakeland, Florida.

ATTEST:

LAKELAND AREA MASS TRANSIT
DISTRICT, an independent special taxing
district

Secretary

By: _____
Name: George Lindsey, III
Chairperson of the Board

Witnesses:

Darby Law Group, P.A.

Print Name:

By: _____
Ben H. Darby, Jr.
President, Darby Law Group, P.A.

Print Name:

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

Office of Purchasing and Contracts
1212 George Jenkins Blvd., Lakeland Florida 33815

CONTRACT MODIFICATION and/or CHANGE ORDER ANALYSIS

Contract Information

- A. Contract Description:** Legal Services – scheduled expiration, November 13, 2017
- B. Contractor:** Darby Law Group
- C. Contract Number:** 13-032
- D. Contractual Action:** Contract Extension for a stop gap period not to exceed 6 months
- E. Amount of the Modification:** No Change – contracted rate of \$150 per hour, as stated in paragraph 3(a) of the agreement shall remain in effect.
- F. Funding:** Operating
- G. Price Considerations:** A determination as to the price or cost being fair and reasonable was made by a review of the incumbent's hourly rate compared that of prior contract pricing and other documentation of industry standards.

Recommendation:

The modification or change order is within the scope of or permissible by the contract. Execution of the contract modification or change order is recommended.

Prepared: _____
Lisa Harris, Contracts Specialist

Cc.. Tom Phillip, LAMTD Chief Executive Officer
David Persaud, LAMTD Chief Financial Officer
Commissioner George Lindsey, Board of Directors Chairman
File copy

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #5(c)

Agenda Item: Polk County School Board (PCSB) Universal Access
Program (UAP)

Presenter: The Darby Group

Recommended
Action: Approval of the PCSB UAP

Summary: Verbal presentation

**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 2021-2022 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. The School Board agrees to provide all eligible students with a student identification card.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk, and between

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

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply.

10. Failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the condition alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

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

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

12. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall,

nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

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

14. In the performance of this Agreement, the District will be acting in the capacity of 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.

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

16. 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.

17. 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.

18. 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.

19. 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, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1370, MMEDINA@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

20. 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: _____
George Lindsey III, Board Chairman

Witnesses

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #6

Agenda Item: District Re-Organization and Staff Additions

Presenter: Tom Phillips, Executive Director

Recommended
Action: Board Approval of the proposed Re-Organization of the District
and staff additions

Summary: **Re-Organization of Funded Positions:**

1) Marcy Harrison, Administrative Board Secretary will be moving to Human Resources as a Generalist. The job description has been created and compensation equal to 25th percentile of the Transit Talent Survey. The Generalist position is a re-classification of the existing Director of Safety Security & Operational Support opening. Marcy exceeds the qualifications for the Human Resources Generalist position and she recently obtained national certification in Human Resources prior to this move.

2) Paul Simms, Training & Development Manager will be moving to ParaTransit Manager. A job description has been created and this position is budget neutral. This transition to Paratransit leverages Paul's numerous years of experience in Operations and brings his skills to help improve Paratransit services.

3) Ruby Kimble, Paratransit Supervisor will be promoting to Lead Paratransit Supervisor. Ruby played a significant role during the Hurricane and helped represent the District at the EOC during Hurricane Irma.

AGENDA ITEM #6 – CONT.

Unfunded Positions:

1) TD Program Assistant

Beginning July, 1st 2016, Citrus Connection's Para Transit Department began offering bus pass assistance for citizens qualified for Transportation Disadvantaged services. This program is authorized to function within established regulatory guidelines by the State of Florida's Commission for the Transportation Disadvantaged (CTD) via the Community Transportation Coordination (CTC) trip and equipment grant contract.

Funding for this service is currently provided by the 2017/18 TD trip and equipment grant. The success of the TD bus pass program since its inception in 2016 has increased labor demand on the Transportation Disadvantaged Access program. Currently, the Transportation Disadvantaged (TD) bus pass program's growth implicates the need for increased service and, consequently, greater need for labor support.

The agency currently has adequate funding and support for this important need via the 2017/18 CTC trip and equipment grant. However, the aforementioned labor requirements are unmet.

AGENDA ITEM #6 – CONT.

Citrus Connection is responsible for the TD access program with the following responsibilities:

- I. Deliver frequent, safe, and accessible transportation for the disadvantaged and disabled community.
- II. Ensure that sufficient materials, vehicles, personnel, and resources are available to provide the best possible service to the community.
- III. Recommend and enforce eligibility guidelines mandated by agency policies, FDOT, the Commission for the Transportation Disadvantaged (CTD), and Local Coordinating Board (LCB).
- IV. Become and remain apprised of all ADA and TD resources available or planned in service area (mobility management) and provide access for the community.

Managing the mobility resources contained within the provisions of the CTC's duties that designated by the CTD, and adhering to the regulatory parameters therein, is imperative. To meet the requirements of the TD bus pass program and meet community demands, a dedicated support position for the TD bus pass program is appropriate. There is no financial obligation for the District since the funding for this position will be derived from the CTC grant.

Funding: The range of pay rate for the position is \$15.20- \$18.20 per hour plus fringe benefits. Funds are available in the Transportation Disadvantaged FY 2017-18 operating Budget via the billable rate to the State of Florida for services provided. Accordingly, the financial impact of the position is budgetarily neutral.

AGENDA ITEM #6 – CONT.

2) Re-Classification of a Part-Time Position into a Full-Time Position in the Finance Department

Beginning October 2017, the District implemented the Avail Smart Card System. The new system will streamline the sales process for the smart card bus passes and create an efficient and effective system for fares and ridership.

The customer service area in the District has a half position in bus operations. To streamline the process and provide coverage for all day service this position is being upgraded to a full-time position. The additional funding is available in the Fixed Route Budget from Security Services for the part time position totaling \$15,500 plus benefits. This new position will provide backup for the Lakeland Terminal District Transit and also provide technical support and assistance as a contingency plan when necessary.

Funding: The range of pay rate for the positions is \$13.00-\$15.00 per hour (\$27,000 to \$31,000) plus fringe benefits. Funds are available in the Citrus Connection FY 2017-18 Operating Budget.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #7(a)

Agenda Item: Elimination of Route 58X, GEICO

Presenter: Bill Knieriem, Director of Operations

Recommended
Action: Board approval to eliminate Route 58X

Summary: On Sept 14, 2017 the district received via mail their intent to cancel the Government Employees Insurance and Affiliates contract. As per the contract, 90 days notification was given, last day of service will be

Dec 12, 2017. A workshop was conducted at Geico bus stop on Nov 1, 2017, with responses being neutral.

Shawn Burklin
Senior Vice President

September 14, 2017

Bill Knieriem
1212 George Jenkins Blvd.
Lakeland, FL 33815

Dear Bill Knieriem,

Per our contract with Lakeland Citrus Connection, GEICO is notifying you as of September 14, 2017 of our intent to cancel the Government Employees Insurance and its Affiliates contract. Our last day of services with Lakeland Citrus Connection will be as stated in the contract 90 days from date of notices which will be December 12, 2017.

Sincerely,



Shawn Burklin
Senior Vice President
GEICO



Geico to hire hundreds, build \$12 million facility in Lakeland

By John Chambliss

Posted Sep 19, 2017 at 8:39 PM

Updated Sep 21, 2017 at 9:56 AM

Geico plans to add between 300 and 500 new jobs and build a new \$12 million, 50,000-square-foot facility near its current site in Southwest Lakeland.

LAKELAND — Geico plans to add between 300 and 500 new jobs and build a new \$12 million, 50,000-square-foot facility near its current site in Southwest Lakeland.

Both the city and county will offer big tax refunds to the second-largest auto insurer in the nation.

On Tuesday, county commissioners approved a package that provides \$369,000 in incentives over five years to Geico if the company meets certain hiring targets each year.

The city of Lakeland is offering the same \$369,000 incentive package to Geico, which has its current building at 3535 W. Pipkin Road.

Other incentives were approved for Geico.

County commissioners voted to approve the application for Geico's economic-development property-tax exemption. That means the company won't be required to pay \$60,000 in property taxes from 2019 to 2025.

And county commissioners approved \$120,000 in impact-fee mitigation.

County Commissioner George Lindsey acknowledged that the incentives were a high figure, but he defended the move.

He said the company considered moving to another county.

In the end, he said, it will increase the county's tax base and create up to 500 jobs.

"It was the appropriate thing to entice them to increase their presence," Lindsey said.

The company is expected to begin construction in early 2018.

County Commissioner Melony Bell thanked Geico representatives at the hearing for staying in the county and investing \$12 million.

"We're glad you decided to stay here," Bell said.

Janice Hobart, a spokeswoman with Geico, did not return a phone message.

Geico, owned by Warren Buffett's Berkshire Hathaway, employs 2,800 people and is the third largest employer in the Lakeland area behind Publix Super Markets Inc. and Lakeland Regional Health Medical Center, according to the Lakeland Economic Development Council.

John Chambliss can be reached at john.chambliss@theledger.com or 863-802-7588.



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LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #7(b)

Agenda Item: SmartCard Update

Presenter: Bill Knieriem, Director of Operations

Recommended
Action: Informational

Summary: On October 23, 2017, we had our soft roll out of the new Avail Smart Card Fare Collection System. The first day was very hectic and stressful.

Even though we had been advertising the changeover for weeks, doing workshops at the two terminals, handing out pamphlets and fact sheets to passengers on and off the bus, our passengers were very confused as what the new procedure was. Also, as with any new undertaking, there were glitches with the system. As the week progressed, things changed very quickly. Passengers became accustomed with the new fare collection, operators became more comfortable with the new equipment.

Avail had personnel on site last week to help out with any issues or additional training that was needed. After two full weeks of using the system, reaction from both the passengers and operators has become favorable.

There are still a few growing pains, but overall the system is working well. At your seats you will find pictures and comments from staff and passengers.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #8

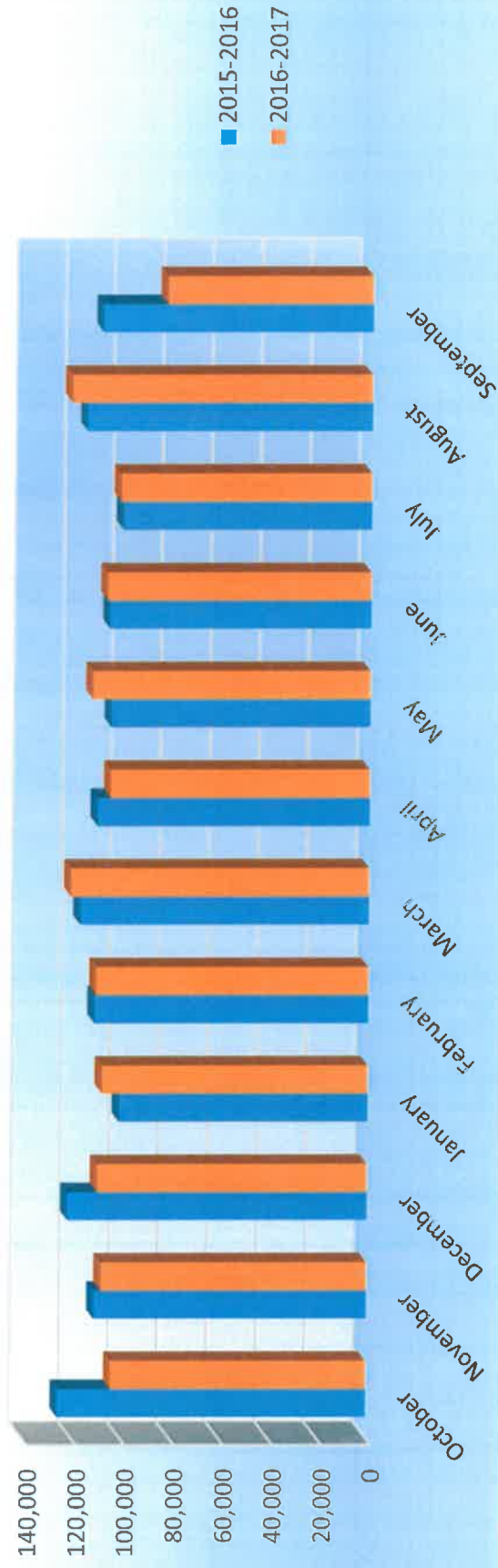
Agenda Item: October Executive Calendar

Presenter: Tom Phillips, Executive Director

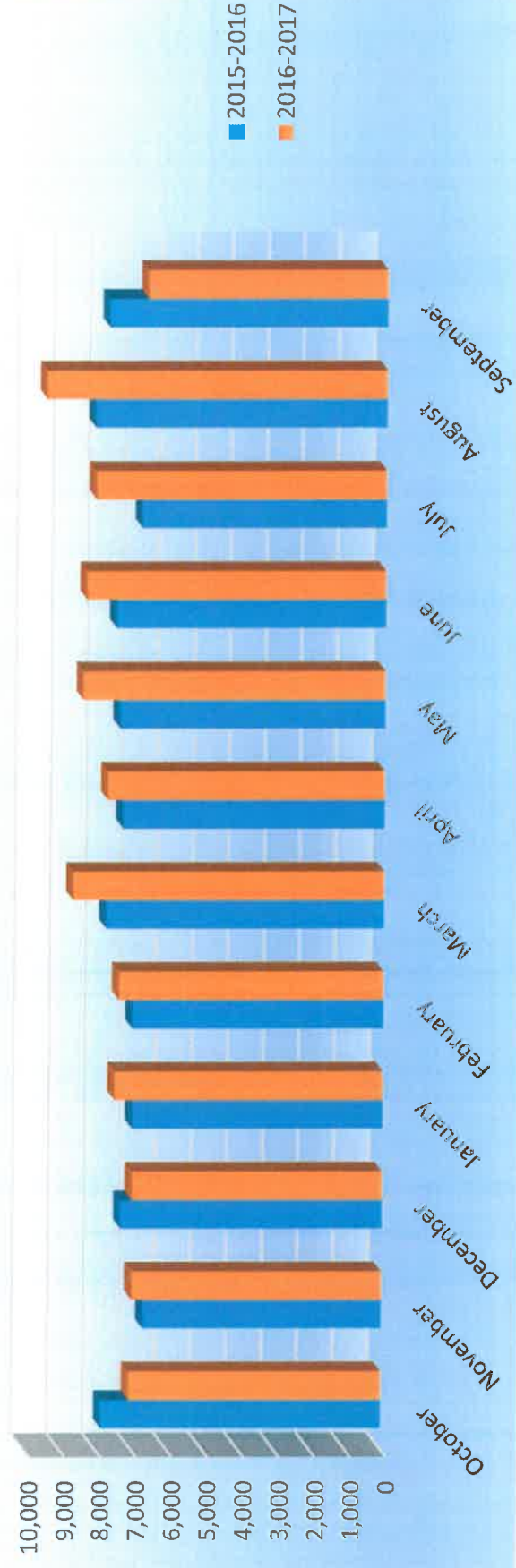
Recommended
Action: Informational

Attachment: October Calendar

Citrus Connection and PCTS Fixed Route Total Ridership



Citrus Connection and PCTS Para-Transit Total Ridership



Citrus Connection and PCTS Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	175,231	167,775	125,714	103,940	-17%
November	142,742	133,255	111,028	108,093	-3%
December	151,623	153,148	122,018	109,867	-8%
January	150,249	141,892	101,190	108,197	5%
February	157,540	131,235	111,486	110,801	-1%
March	152,174	142,894	117,618	121,472	3%
April	160,032	132,400	110,754	105,369	-4%
May	156,361	123,350	105,362	112,955	6%
June	146,011	124,152	106,252	107,164	1%
July	155,955	126,245	100,929	101,942	1%
August	161,384	115,908	115,998	122,184	5%
September	161,540	125,983	109,705	83,464	-21%
Totals	1,870,842	1,618,237	1,338,053	1,295,448	-3%

Citrus Connection and PCTS Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	17,426	11,849	7,846	7,071	-10%
November	14,922	9,092	6,690	7,002	3%
December	15,283	12,494	7,330	7,014	-3%
January	15,922	10,149	7,020	7,521	5%
February	15,408	9,603	7,027	7,413	4%
March	16,462	10,358	7,780	8,715	9%
April	17,370	10,323	7,334	7,757	4%
May	16,564	9,895	7,431	8,460	10%
June	12,772	9,973	7,548	8,374	8%
July	13,260	9,277	6,846	8,131	14%
August	11,407	7,871	8,166	9,533	17%
September	11,346	7,619	7,791	6,711	0%
Totals	178,142	118,503	88,809	93,702	6%

Citrus Connection only Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	114,557	110,975	83,092	67,636	-19%
November	91,529	88,195	73,987	71,083	-3%
December	100,346	100,995	82,287	72,646	-10%
January	98,127	95,059	67,774	70,767	3%
February	99,784	88,704	74,506	71,884	-3%
March	99,107	93,660	79,428	78,158	-1%
April	102,859	89,872	73,926	67,338	-7%
May	100,584	80,003	69,120	72,329	4%
June	94,326	80,998	71,398	67,965	-4%
July	102,872	74,681	68,162	66,347	-2%
August	106,013	72,290	76,847	79,427	4%
September	105,234	79,771	72,624	54,155	3%
Totals		1,055,203	893,149	839,734	-6%

Citrus Connection only Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	7,968	6,888	4,094	3,229	-21%
November	6,798	5,470	3,437	3,252	-3%
December	6,767	6,046	3,695	3,154	-9%
January	7,190	5,919	3,512	3,507	0%
February	6,820	5,581	3,496	3,505	0%
March	7,356	6,316	3,897	4,040	2%
April	8,118	6,333	3,651	3,694	1%
May	7,790	6,170	3,589	4,060	8%
June	6,622	6,136	3,660	3,880	4%
July	6,982	5,407	3,269	3,681	8%
August	6,522	4,485	3,866	4,306	10%
September	6,636	4,517	3,747	6,039	51%
Totals	85,569	69,268	43,913	46,347	6%

UAP Ridership Totals 2017	LAMTD	WHAT	Total
August	7,216	12,841	20,057
September	8,740	6,652	15,392
UAP Ridership 2017	LAMTD	WHAT	Total
Polk State College			
August	3,385	1,389	4,774
September	2,934	1,236	4,170
LEGOLAND			
August	197	1,987	2,184
September	110	897	1,007
South Eastern University			
August	189	58	247
September	184	76	260
COLTS			
August	1,036	600	1,636
September	918	786	1,704
Veterans			
August	3,000	1,173	4,173
September	2,040	767	2,807
Southern Technical College			
August	510	484	994
September	332	287	619
Central Florida Healthcare			
August	1,898	749	2,647
September	1,172	597	1,769
New Beginnings High School			
August	1,449	2,026	3,475
September	1,050	2,006	3,056

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 8, 2017
AGENDA ITEM #9

Agenda Item: Other Business

Presenter: TBD

Recommended
Action: None

Summary: