Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.

Wednesday, October 17, 2018, at 8:30 a.m.

Call to Order	Action Required
1. Approval of the September 12, 2018 LAMTD Board Minutes	Approval
2. Public Comments	TBD
3. Voice of the Rider – Mrs. Hannah	None
 4. Finance / David Persaud a. LAMTD Financials b. PCTS Financials c. TD Program Financials 	None None None
 5. Legal / Tim Darby a. Universal Access Program – Legoland b. CRA Agreement (Handout) c. Service Agreements for Polk County Municipalities (Handout) 	Approval Approval Approval
6. Human Resources / Steve Schaible a. Drug and Alcohol Screening Policy	Approval
7. Fleet Replacement Plan Update / Joseph Cheneya. Update to the Fleet Replacement Plan and CIPb. County Fleet Plan Update Power Point	Approval None
8. Executive Director Report / Tom Phillips a. Agency Update(s)	None
 b. Route 35 Change Approval 9. Executive <u>Informational</u> Summary / Tom Phillips a. September Calendar b. Ridership and UAP Update 	None None
• •	TBD

10. Other Business Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM #1a

Agenda Item: Approval of the September 12, 2018 LAMTD Board

Minutes

Presenter: James Phillips

Recommended

Action: Board approval of the September 12, 2018 LAMTD Board

Minutes

Attachments: September 12, 2018 LAMTD Board Minutes

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

Directors:

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

Executive Director: Tom Phillips Executive Assistant: James Phillips

Call to Order

12:01 p.m. By Vice-Chairman John Hall

Agenda Item #1 - Approval of the Minutes

Approval request for the approval of the August 08, 2018 LAMTD Board of Director meeting minutes.

"Approval of August 08, 2018 Board of Directors Meeting Minutes" 1st George Lindsey/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None

Agenda Item #3 - Kevin Hawthorne / Rick Spangler

Video highlighting how crucial how some of our most valued volunteers assist with the Citrus Connection.

Agenda Item #4 – Presentation from Avail / Rick Spangler

Video highlighting how crucial it is for some of Lakeland's citizens to utilize transit.

Agenda Item #5 - Finance / David Persaud, CFO

a. LAMTD Financials

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date July 31, 2018 FY 2017-2018

Year to Date July 31, 2018

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget	
Revenue YTD	83%	\$8,647,533	\$8,429,002	97%	\$10.4 Million	

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815

Wednesday, September 12, 2018, at 12:00 p.m.

Expenses YTD	83%	\$8,647,533	\$7,365,245	85%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through July 31, 2018 totaled \$8.4 million or 97% of the YTD budget.

- Farebox revenues reflect \$544,908 or 98% of budgeted revenues through July 31, 2018.
- Contract revenues totaled \$125,120 or 77 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 55% of the budget for RAMCO and GEICO. RAMCO payment of \$93,000 received and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect revenue of \$4.45 million or 101% of the Tax Levy. 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. The year-to-date revenues totaled \$216,540.
- 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. The year-to-date revenues totaled \$2.16 million or 84%.
- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants and then the remaining 50% was released. The District has begun the draws for the grants.
- Advertising income totaled \$125,256 over the budget.
- The Support cost reimbursement revenue totaled \$356,670 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

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

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m. FY 2017-2018

EXPENSES:

The total expenses year-to-date through July 31, 2018 totaled \$7.4 million or 85% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of July 31, 2018, these expenses totaled \$5.1 million or 92% of the budget of \$5.5 million and is under budget.
- Professional and Technical Services expenses totaled \$231,190 of the YTD budget; a favorable variance.
- Other services expenses totaled \$90,560 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$461,345 YTD, under budget.
- Materials and supplies totaled \$628,405 over budget by \$39,000. This unfavorable variance is due to removing the obsolete inventory totaling \$197,648. This is due to several buses (aged 1999-2008) that have been replaced. The obsolete parts were auctioned for \$27,500.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Misc. expense and office expense are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually. The overage of \$40,000 is due to the Property Tax Commission.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through July 31st the financials reflect a favorable actual variance of \$1.1 million with 83% of the fiscal year.

	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS										
		9/30/17	9/30/16	9/30/15	9/30/14	9/30/13					
*	1. Farebox Recovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%					
	2. Cost per revenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84					
	3. Revenue Hours	142,189	139,228	103,550	117,008	116,422					
	4. Fuel Cost (\$)	\$834,971	\$757,485	\$847,360	\$1,316,739	\$1,367,289					
	5. Ridership	1,346,211	1,393,620	1,424,965	1,647,010	1,638,470					

^{*} Total 10.04%, LAMTD 14.80%, PCTS 2.26%

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

Citrus Connection LAKELAND AREA MASS TRANSIT DISTRICT FY 2018 MONTHLY FINANCIAL STATEMENT MONTH OF Jul 2018																	
					Month		Variance					YTD		Variance		Арр	roved Annual
			<u>Actual</u>		Budget		Variance \$'s	%		<u>Actual</u>	Bu	dget		Variance \$'s	%		Budget
REVENUES:	Account						40	/0						40	70		
R4	Farebox/Pass Sales	\$	47,243		55,833	\$	(8,590)	-15%	\$	544,908	\$	558,333	\$	(13,425)	-2%	\$	670,000
R6	Contract Income (UAP)	\$	16,121	\$	16,250	\$	(129)	-1%	\$		\$		\$	(37,381)	-23%	\$	195,000
R3	Other Contract Revenue	\$	-	\$	24,453	\$	(24,453)	-100%	\$		\$		\$	(110,983)	-45%	\$	293,440
R5	Miscellaneous Income	\$		\$	1,050	\$	(311)	-30%	\$	42,573			\$	32,073	305%	\$	12,600
R7	Advertising Revenue	\$		\$	11,000	\$	5,384	49%	\$	125,256			\$	15,256	14%	\$	132,000
R8	Investment/Interest Income (net)	\$	12,973		1,667	\$	11,306	678%	\$	108,628		16,667		91,962	552%	\$	20,000
R9	Ad Valorum Income, net	\$	2,945		365,197	\$	(362,251)	-99%	\$	4,450,599		3,651,967		798,632	22%	\$	4,382,360
R10	FDOT Operating Grant	\$	89,726		124,429	\$	(34,703)	-28%	\$				\$	(1,027,752)	-83%	\$	1,493,150
R11	Federal Operating Grant	\$	1,037,264		212,804	\$	824,460	387%	\$	2,155,340			\$	27,298	1%	\$	2,553,650
R13	Cost Recovery	\$	706	\$	417	\$	290	70%	\$	76,281	\$	4,167	\$	72,114	1731%	\$	5,000
R17	City of Lakeland	\$	-	\$	12,583	\$	(12,583)	-100%	\$	79,106	\$	125,833	\$	(46,727)	-37%	\$	151,000
R1	Bartow Express	\$	14,434	\$	3,274	s	11,160	341%	s	14,434	\$	32,742	S	(18,308)	-56%	s	39,290
R2	PCTS - Support Cost Reimb.	\$	35,667		35,796		(129)	0%	\$	356,667		357,958		(1,292)	0%	s	429,550
	Reserve	Ť	22,237	•	22,.00	•	(.20)	- /-	_	,	-		•	(-,232)	- 70		.22,230
OTAL REVE		\$	1,274,202	\$	864,753	\$	409,449	47%	\$	8,429,002	\$ 8	3,647,533	\$	(218,532)	-3%	\$	10,377,040
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ELIGIBLE EX	PENSES:																
1	Salaries	\$	334,673	s	370,663	S	(35,990)	-10%	s	3,461,003	\$ 1	3,706,633	S	(245,630)	-7%	s	4,447,960
2	Employee Benefits	\$	158,174		179,606		(21,432)	-12%	s	1,601,851		1,796,058		(194,207)	-11%	s	2,155,270
3	Advertising Fees	s	1,600		1.325		275	21%	s	9.211		13,250		(4,039)	-30%	s	15,900
4	Professional & Techinical Ser	\$	24,400		30,792		(6,391)	-21%	S	231,193		307,917		(76,724)	-25%	S	369,500
																1 .	
5	Contract Maintenance Services	\$	7,339		-,	\$	(1,461)	-17%	\$	76,676		88,000		(11,324)	-13%	\$	105,600
6	Other Services	\$	(3,883)		4,446		(8,329)	-187%	\$	90,560		44,458		46,101	104%	\$	53,350
7	Fuel & Lubricants	\$	53,638		50,275		3,363	7%	\$	461,345			\$	(41,405)	-8%	\$	603,300
8	Freight	\$		\$	800	\$	(724)	-91%	\$	5,267		-,	\$	(2,733)	-34%	\$	9,600
9	Repairs & Maintenance	\$	1,855		3,825		(1,970)	-52%	\$	7,305			\$	(30,945)	-81%	1 .	45,900
10	Materials & Supplies	\$	43,963			\$	(14,970)	-25%	\$	628,405		589,333		39,071	7%	\$	707,200
11	Utilities/Telephone	\$	12,711		9,933	\$	2,778	28%	\$	107,389		99,333	\$	8,056	8%	\$	119,200
13	Liab & Prop Damage Insurance	\$	22,415	\$	22,667	\$	(252)	-1%	\$	224,500	\$	226,667	\$	(2,166)	-1%	\$	272,000
14	Other Coporate Insurance	\$	-	\$	167	\$	(167)	-100%	\$	-	\$	1,667	\$	(1,667)	-100%	\$	2,000
15	Dues & Subscriptions	\$	796	\$	3,823	\$	(3,027)	-79%	S	13,618	\$	38,225	\$	(24,607)	-64%	s	45,870
16	Education/Training/Meeting/Travel	\$	7,106	\$	8,250	\$	(1,144)	-14%	\$	61,778	\$	82,500	\$	(20,722)	-25%	\$	99,000
17	Service Charges	\$		\$	2,142		(521)	-24%	\$		\$	21,417		(5,167)	-24%	\$	25,700
18	Office Expense	\$	766	\$	6,417	\$	(5,651)	-88%	\$	47,464	\$	64,167	\$	(16,702)	-26%	\$	77,000
19	Advertising & Promotions	\$	3,498	\$	2,083	\$	1,415	68%	\$	15,044	\$	20,833	\$	(5,789)	-28%	\$	25,000
20	Miscellaneous Expenses	\$	297	\$	5,271	\$	(4,974)	-94%	\$	35,484	\$	52,708	\$	(17,224)	-33%	\$	63,250
21	Property Appraiser/Tax Collector Comm	\$		\$	12,083	\$	(12,024)	-100%	\$	160,757		120,833		39,924	33%	\$	145,000
22	LDDA, CRA Contributions	\$	_	\$	13,833	\$	(13,833)	-100%	\$		\$	138,333	\$	(138,333)	-100%	\$	166,000
23	Capital Expenditures/ Debt Service	\$	11,014		56,717		(45,702)	-81%	\$	110,145	-	567,167		(457,022)	-81%	s	680,600
24		5	11,014	S	167		(45,702)	-100%	S		\$ \$	1,667			-100%		
	Bad Debt	1	-								-			(1,667)		\$	2,000
25	Restricted Contingency	\$		\$	11,737	\$	(11,737)	-100%	\$	7 005 045		117,367		(117,367)	-100%	\$	140,840
	BLE EXPENSES:	\$	682,118	\$	864,753	\$	(182,635)	-21%	\$	7,365,245	\$ 8	3,647,533	\$	(1,282,288)	-15%	\$	10,377,040
IET REVENU																	
	(UNDER) EXPENSES		592.085	\$			592,085			1.063.756				1.063.756			

b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of July 31, 2018
Year to Date Report
Percent of FY Reported (83%)

Revenues

- ➤ The revenues totaled \$4.3 million or 91% of the year-to-date budget.
- ➤ The FTA grant drawdown reflects \$.81 million or 53% of the grants.
- Fare Revenues totaled \$126,000 or 122% of the year-to-date budget.
- ➤ The Polk County (City Contributions Fair Share) totaled \$321,000.
- ➤ The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.96 million through July 31, 2018.

Expenses

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$4.6 million or 99% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.6 million or 96% of the YTD Budget.
- ➤ Operating expenses totaled \$1.5 million or 91% of the YTD Budget.
- ➤ The contract services are for contractual cost for the Lynx contractual services totaled \$682,400 over budget by 38%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.

		Rev					
	•	Annual					Percent
		Budget	YTD Budget			YTD Actual	Expended
Revenues							
County Match	\$	1,661,780	\$	1,384,817	\$	1,661,784	120%
Other Contract Revenue - County	\$	-			\$	114,758	100%
City Contribution	\$	208,080	\$	173,400	\$	321,108	185%
County Contribution - PCTS	\$	298,920	\$	249,100	\$	298,920	120%
Fares	\$	124,000	\$	103,333	\$	125,943	122%
FDOT Block Grants:							
GO924/GOV71 - WHAT/ADA	\$	613,660	\$	511,383	\$	412,235	81%
JARC AQ379	\$	93,470	\$	77,892	\$	40,656	52%
RURAL AQR07	\$	800,570	\$	667,142	\$	499,589	75%
FTA							
FTA 5307 Grant	\$	1,813,690	\$	1,511,408	\$	805,153	53%
Total	\$	5,614,170	\$	4,678,475	\$	4,280,146	91%

	Expenses										
Annual											
		Budget	YTD Budget	,	YTD Actual	Expended					
Labor	\$	3,262,900	\$ 2,719,083	\$	2,606,705	96%					
Contract	\$	594,000	\$ 495,000	\$	682,422	138%					
Operating	\$	1,757,270	\$ 1,464,392	\$	1,327,762	91%					
Total	\$	5,614,170	\$ 4,678,475	\$	4,616,889	99%					

c. TD Program Financials

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

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

Revenue

	Annual Budget	Υ	TD Budget	YTD Actual	Total YTD
Revenues					
County Match 10%	\$ 149,380	\$	124,483	\$ 92,130	74%
Contract Revenue	\$ -	\$	-	\$ 52,981	
FDOT Grants:		\$	-		
CTD Grant -Operating	\$ 1,344,410	\$	1,120,342	829,173	74%
Total	\$ 1,493,790	\$	1,244,825	\$ 974,284	78%

Expenditure

	Annual Budget	Υ	TD Budget	YTD Actual	Total YTD
Labor	\$ 785,751	\$	654,793	\$680,765	104%
		\$	-		
Support Services	\$ 139,692	\$	116,410	\$ 8,752	8%
		\$	-		
Operating	\$ 568,347	\$	473,623	\$ 277,067	58%
Total	\$ 1,493,790	\$	1,244,825	\$ 966,584	78%

d. LAMTD Information Report on 218.415 Florida Statutes, Local Government Investment Policies

Section 218.415, Florida Statutes, requires the District to develop a policy and plan for the investment of Surplus Funds. The Finance Department is required to report to the LAMTD Board at least annually on the Investment Policy and Plan and on the investment results.

The District has an approved Investment Policy that complies with this requirement.

Section 218.415 of the Florida Statutes requires some specific requirements as listed below:

- Scope- The Investment Policy shall apply to all funds under control of the District
- Investment Objectives- these include, safety of capital, liquidity of funds and investment income.
- Prudence and Ethical Standards- Prudent person rule-Investments should be made with judgement and care and not

Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, September 12, 2018, at 12:00 p.m.
speculation but for investment and safety of their capital.

- Authorized Investments
- Maturing and Liquidity requirements, portfolio compositions risk and diversification and a system of investment controls.

The District has solicited the services of Wells Fargo Bank for Banking Services – Excess funds in the local bank is determined by periodic and bi-weekly cash flows.

Funds available in excess of 30 to 45 days working capital is invested with the Florida State Board of Administration Local Government Surplus Trust Fund. The rate of interest fluctuates daily.

The Investment income for the period September 30, 2017 totaled \$60,637 and for the period ending August 31, 2018 totaled \$118,101.

e. PCTS Proposed Operation and Capital Budget

The proposed budget for the County is included herewith with revenues and expenses balanced for a total budget of \$6,780,020. The budget is balanced with funding for Transit Services totaling \$6,522,394 and designated for Capital related expenses of \$257,626.

The proposed Intergovernmental agreement provides the County funding totaling \$2,296,708 for grants match and balancing the Budget. The funding for Capital related expenses totaled \$257,626. The remaining source of funds are Grants Fare Revenue and City Contributions.

A summary level description of the revenues and expenses are also included.

"Approval to adopt amendments to the budget."

1st George Lindsey/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 - Legal / Tim Darby

a. Interlocal agreement for countywide transit system

"Approval for agreement with Polk County."

1st George Lindsey/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Transfer of Winter Haven Terminal
 Agreement for Polk County to turn ownership to the Lakeland Area Mass Transit District
 "Approval to accept ownership of Winter Haven Terminal"
 1st Michael Dunn/ 2nd George Lindsey

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

c. Performance review for Tom Phillips

Consolidation of performance review comments for Tom Phillips "Approval to continue Tom Phillips employment as Executive Director with a 3% raise" 1^{st} John Hall/ 2^{nd} Michael Dunn

MOTION CARRIED UNANIMOUSLY

d. LAMTD 2018-2019 Board Schedule
 Schedule of board meetings for the next fiscal year.
 "Approval of schedule for the 2018-19 fiscal year"
 1st George Lindsey/ 2nd John Hall

MOTION CARRIED UNANIMOUSLY

e. Lynx Contract renewal

Continuing our contracted service in the Eastern portion of the county with Lynx "Approval of continue services with Lynx

1st Michael Dunn/ 2nd John Hall

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 - Operations/ Bill Knieriem

a. Adoption of new routes

Approval of routes presented at last month's board meeting

"Approval of route changes"

1st Michael Dunn/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

b. Modification of the route 35

"Request to move October's board meeting in conjunction of the public hearing to eliminate services in Frostproof"

1st Michael Dunn/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 – Fleet Replacement Update / Joe Cheney

a. Fleet Replacement Plan Update

Outlines the progress and roadmap of changes to updating the fleet.

"Approval of Fleet Replacement Plan"

1st George Lindsey / 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, September 12, 2018, at 12:00 p.m.

b. Authorization to combine positions

Combining a janitorial and facilities maintenance position to create one full time position as an incentive to maintain longevity in the position.

"Approval to combine positions"

Chairman – City Commissioner Phillip Walker

1st George Lindsey / 2nd John Hall

MOTION CARRIED UNANIMOUSLY

Minutes Recorder – James Phillips

<u>Agenda Item #9 – Executive Director Report / Tom Phillips</u>

a. Agency Update(s)

Agenda Item #10 – Executive Informational Summary / Tom Phillips
a. August Executive Calendar – (see attached)
b. Monthly UAP and Ridership data – (see attached)
Agenda Item #11 – Other Business None
Adjournment at 1:31 p.m.
Approved this 17 th day of October, 2018.

11

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

Date: OCTOBER 17, 2018 AGENDA ITEM 3

Agenda Item: Voice of the Rider – Marie Hanna

Presenter: Tom Phillips

Recommended

Action: None

Summary: Video presentation telling the story of one of our most

valued riders, Marie Hanna

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM #4a

Agenda Item: August 31, 2018 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 August 31, 2018 FY 2017-2018

Year to Date August 31, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	92%	\$9,512,287	\$8,932,224	94%	\$10.4 Million
Expenses YTD	92%	\$9,512,287	\$8,277,479	87%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through August 31, 2018 totaled \$8.9 million or 94% of the YTD budget.

- Farebox revenues reflect \$601,566 or 98% of budgeted revenues through August 31, 2018.
- Contract revenues totaled \$136,741 or 76 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 50% of the budget for RAMCO and GEICO. RAMCO payment of \$93,000 received and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect revenue of \$4.45 million or 102% of the Tax Levy. 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. The year-to-date revenues totaled \$494,000.
- 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. The year-to-date revenues totaled \$2.16 million or 84%.
- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants and then the remaining 50% was released. The District has begun the draws for the grants.
- Advertising income totaled \$140,258 over the budget.
- The Support cost reimbursement revenue totaled \$392,333 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date August 31, 2018 FY 2017-2018

EXPENSES:

The total expenses year-to-date through August 31, 2018 totaled \$8.3 million or 87% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of August 31, 2018, these expenses totaled \$5.6 million or 92% of the budget of \$6.1 million and is under budget.
- Professional and Technical Services expenses totaled \$241,619 of the YTD budget; a favorable variance.
- Other services expenses totaled \$138,404 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$514,864 YTD, under budget.
- Materials and supplies totaled \$672,832 over budget by \$25,000. This unfavorable variance is due to removing the obsolete inventory totaling \$197,648. This is due to several buses (aged 1999-2008) that have been replaced. The obsolete parts were auctioned for \$27,500.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Misc. expense and office expense are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually. The overage of \$28,000 is due to the Property Tax Commission.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through August 31st the financials reflect a favorable actual variance of \$654,745 with 92% of the fiscal year.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS										
	9/30/17	9/30/16	9/30/15	9/30/14	9/30/13					
1. Farebox Recovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%					
2. Cost per revenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84					
3. Revenue Hours	142,189	139,228	103,550	117,008	116,422					
4. Fuel Cost (\$)	\$834,971	\$757,485	\$847,360	\$1,316,739	\$1,367,289					
5. Ridership	1,346,211	1,393,620	1,424,965	1,647,010	1,638,470					

^{*} Total 10.04%, LAMTD 14.80%, PCTS 2.26%



LAKELAND AREA MASS TRANSIT DISTRICT FY 2018 MONTHLY FINANCIAL STATEMENT

MONTH OF Aug 2018

		Month					YTD							Annual Annual			
			Actual		Budget		Variance			Actual		Budget		Variance		App	roved Annual Budget
			Actual		<u> buuget</u>		\$'s	%		Actual		<u> Buuget</u>		\$'s	%		Buuget
REVENUES:	Account			_		_			_		_		_			_	
R4	Farebox/Pass Sales	\$	/	\$,	\$	824	1%	*	601,566	*	614,167		(12,601)		*	670,000
R6	Contract Income (UAP)	\$	11,621	\$ \$	16,250	\$	(4,629)		\$	136,741		178,750	\$	(42,010)	-24%	\$ \$	195,000
R3 R5	Other Contract Revenue Miscellaneous Income	\$ \$	- 161	\$ \$,	\$ \$	(24,453) (890)	-100% -85%	\$ \$	133,551 42,734	\$	268,987 11,550	\$ \$	(135,436) 31,184	-50% 270%	\$	293,440 12,600
R7	Advertising Revenue	э \$	15,003	Ф \$		\$	4,003	36%	э \$		\$	121,000	Ф \$	19,258	16%	э \$	132,000
R8	Investment/Interest Income (net)	\$		Ф \$	1,667		10,496		\$	120,791		18,333		102,457	559%	\$	20,000
R9	Ad Valorum Income, net	\$	2,523	\$	365,197	\$	(362,674)		\$		\$	4,017,163	\$	435,958	11%	\$	4,382,360
R10	FDOT Operating Grant	\$	277,488	\$	124,429	\$	153,059		\$	494,027		1,368,721	\$	(874,693)		\$	1,493,150
R11	Federal Operating Grant	\$	-	\$		\$	(212,804)		\$	2,155,340		2,340,846	\$	(185,506)	-8%	\$	2,553,650
R13	Cost Recovery	\$	(89)		417		(506)	-121%		76,192		4,583		71,608	1562%	\$	5,000
R17	City of Lakeland	\$	` ,	\$		\$	79,447		\$	171,136		138,417		32,720	24%	\$	151,000
	•	l .	•									· ·		•			
R1	Bartow Express	\$	-	\$,	\$	(3,274)		\$	14,434		36,016		(21,582)	-60%	\$	39,290
R2	PCTS - Support Cost Reimb.	\$	35,667	\$	35,796	\$	(129)	0%	\$	392,333	\$	393,754	\$	(1,421)	0%	\$	429,550
TOTAL DEVE	Reserve	\$	503,222	\$	864,753	\$	(361,531)	400/	\$	8,932,224	\$	9,512,287	\$	(580,063)	00/	\$	10,377,040
TOTAL REVE	NUES	<u> </u>	303,222	φ	604,733	φ	(301,331)	-42%	<u> </u>	0,932,224	φ	9,312,261	φ	(360,003)	-6%	<u> </u>	10,377,040
ELICIDI E EV	DENCEC.																
ELIGIBLE EX	<u>PENSES:</u> Salaries	\$	343,964	\$	370,663	\$	(26,699)	-7%	\$	3,804,967	\$	4,077,297	ď	(272,330)	-7%	\$	4,447,960
2	Employee Benefits	\$,	Ф \$,	\$	(30,181)		\$		\$	1,975,664	\$	(224,388)	-1 % -11%	\$	2,155,270
3	Advertising Fees	\$	•	\$,	\$	(221)		\$	10,315	*	14,575		(4,260)	-29%	\$	15,900
4		\$,	\$	*	\$, ,		\$	241,619		338,708		(97,089)	-29%	\$	369,500
4	Professional & Techinical Ser		•				(20,366)					•		, , ,			-
5	Contract Maintenance Services	\$	5,909	\$,	\$	(2,891)		\$	82,585		96,800		(14,215)	-15%	\$	105,600
6	Other Services	\$	14,569	\$		\$	10,123		\$	138,404		48,904	\$	89,500	183%	\$	53,350
7	Fuel & Lubricants	\$,	\$,	\$	3,244	6%	\$	514,864		553,025		(38,161)	-7%	\$	603,300
8	Freight	\$	257	\$		\$	(544)		\$	5,523		8,800		(3,277)	-37%	\$	9,600
9	Repairs & Maintenance	\$	285	\$	3,825	\$	(3,540)	-93%	\$	7,591		42,075		(34,484)	-82%	\$	45,900
10	Materials & Supplies	\$	44,427	\$,	\$	(14,506)		\$	672,832		648,267	\$	24,565	4%	\$	707,200
11	Utilities/Telephone	\$,	\$,	\$	(509)		\$	116,813		109,267		7,546	7%	\$	119,200
13	Liab & Prop Damage Insurance	\$	•	\$,	\$	(252)		\$,	\$	249,333		(2,418)	-1%	\$	272,000
14	Other Coporate Insurance	\$	-	\$	167	\$	(167)		\$	-		,		(1,833)	-100%	\$	2,000
15	Dues & Subscriptions	\$	(237)		3,823	\$	(4,059)		\$	13,381		42,048		(28,666)	-68%	\$	45,870
16	Education/Training/Meeting/Travel	\$,	\$	8,250	\$	(4,645)	-56%	\$,	\$	90,750	\$	(25,367)	-28%	\$	99,000
17 18	Service Charges	\$ \$	(1,867) 2,344	\$ \$,	\$	(4,009) (4,073)	-187% -63%	\$ \$	14,383 49,808	\$	23,558 70,583	\$ \$	(9,176)	-39% -29%	\$ \$	25,700 77,000
	Office Expense		•	*	,	\$. , ,		\$ \$,		,		(20,775)	-29% -28%	*	′
19	Advertising & Promotions	\$	1,546	\$,	\$	(538)		*	16,590		22,917		(6,327)		\$	25,000
20 21	Miscellaneous Expenses Property Appraiser/Tax Collector Comm	\$ \$	4,778 50	\$ \$	5,271 12,083	\$ \$	(493) (12,033)	-9% -100%	\$ \$,	\$ \$	57,979 132,917	\$	(17,717) 27,891	-31% 21%	\$ \$	63,250 145,000
22		\$		Ф \$		\$	188,167		Ф \$	202,000		152,917		49,833	33%	\$	
	LDDA, CRA Contributions		*		,		*			•		,		*			166,000
23	Capital Expenditures/ Debt Service	\$	11,014	\$	56,717		(45,702)		\$	121,159		623,883		(502,724)	-81%	\$	680,600
24	Bad Debt	\$	-	\$		\$	(167)		\$	-	\$	1,833		(1,833)	-100%	\$	2,000
25	Restricted Contingency	\$	-	\$		\$	(11,737)	-100%			\$	129,103		(129,103)	-100%	\$	140,840
	BLE EXPENSES:	\$	878,958	\$	864,753	\$	14,204	2%	\$	8,277,479	<u>\$</u>	9,512,287	\$	(1,234,808)	-13%	\$	10,377,040
NET REVENU	ES OVER		<u></u>					Ī									
17	(UNDER) EXPENSES	\$	(375,735)	\$		\$	(375,735)		\$	654,745	\$		\$	654,745		\$	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM # 4b__

Agenda Item: August 31, 2018 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 OCTOBER 17, 2018 AGENDA ITEM #_4b_

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of August 31, 2018
Year to Date Report
Percent of FY Reported (92%)

Revenues

- ➤ The revenues totaled \$4.6 million or 89% of the year-to-date budget.
- ➤ The FTA grant drawdown reflects \$.81 million or 48% of the grants.
- Fare Revenues totaled \$140,200 or 123% of the year-to-date budget.
- ➤ The Polk County (City Contributions Fair Share) totaled \$321,100.
- ➤ The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.96 million and 100% through August 31, 2018.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$5.2 million or 101% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.6 million or 87% of the YTD Budget.
- ➤ Operating expenses totaled \$1.8 million or 109% of the YTD Budget.
- ➤ The contract services are for contractual cost for the Lynx contractual services totaled \$840,200 over budget by 54%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.
- ➤ The Operating Grants Revenues have additional draws that will offset the contract and Operating Expenses. The expenses that are over budget is for LYNX Contract, Fuel cost, Avail Maintenance, Bus Shelters Maintenance and Material and supplies.

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

Revenue

					Percent
	Ann	ual Budget	YTD Budget	YTD Actual	Expended
Revenues					
County Match	\$	1,661,780	\$ 1,523,298	\$ 1,661,784	109%
Other Contract Revenue - County	\$	-		\$ 116,316	100%
City Contribution	\$	208,080	\$ 190,740	\$ 321,108	168%
County Contribution - PCTS	\$	298,920	\$ 274,010	\$ 298,920	109%
Fares	\$	124,000	\$ 113,667	\$ 140,215	123%
FDOT Block Grants:	+				
GO924/GOV71 - WHAT/ADA	\$	613,660	\$ 562,522	\$ 507,815	90%
JARC AQ379	\$	93,470	\$ 85,681	\$ 82,919	97%
RURAL AQR07	\$	800,570	\$ 733,856	\$ 665,772	91%
FTA	+				
FTA 5307 Grant	\$	1,813,690	\$ 1,662,549	\$ 805,153	48%
Total	\$	5,614,170	\$ 5,146,323	\$ 4,600,002	89%

Expenses

	Annua	l Budget	YTD Budget	YTD Actual	Percent Expended
Labor	\$	3,262,900	\$ 2,990,992	\$ 2,606,705	87%
Contract	\$	594,000	\$ 544,500	\$ 840,159	154%
Operating	\$	1,757,270	\$ 1,610,831	\$ 1,749,714	109%
Total	\$	5,614,170	\$ 5,146,323	\$ 5,196,578	101%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM #4c

Agenda Item: August 31, 2018 Financials for The Transportation

Disadvantaged Program-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

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

third-party revenues for contract services.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING OCTOBER 17, 2018 AGENDA ITEM # 4c__

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of August 31, 2018
Year to Date Report
Percent of FY Reported (92%)

Revenues

- ➤ The revenues totaled \$1.1 million or 80% of the year-to-date budget.
- ➤ The TD Trust Fund Grant drawdown reflects \$926,000 or 75% of the grants.
- > Contract Revenues and other revenues totaled \$60,000.
- ➤ The County funding for the match totaled \$102,890 or 75%.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$1.1 million or 76% of the year-to-date budget.
- ➤ Salaries and wages totaled \$656,200 or 91% of the YTD Budget.
- > Operating expenses totaled \$290,800 or 56% of the YTD Budget.
- ➤ Support Services for Operations totaled \$96,200 or 75% of the YTD Budget.

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

Revenue

	Anr	nual Budget	Y'	TD Budget	Y	TD Actual	Total YTD
Revenues							
County Match 10%	\$	149,380	\$	136,932	\$	102,891	75%
Contract Revenue	\$	-	\$	-	\$	59,967	
FDOT Grants:							
CTD Grant -Operating	\$	1,344,410	\$	1,232,376		926,023	75%
Total	\$	1,493,790	\$	1,369,308	\$	1,088,881	80%

Expenditure

	Ann	ual Budget	Y	ΓD Budget	Y	TD Actual	Total YTD
Labor	\$	785,751	\$	720,272		\$656,193	91%
			\$	-			
Support Services	\$	139,692	\$	128,051	\$	96,188	75%
			\$	-			
Operating	\$	568,347	\$	520,985	\$	290,834	56%
Total	\$	1,493,790	\$	1,369,308	\$	1,043,215	76%

Date: OCTOBER 17, 2018 AGENDA ITEM 5a

Agenda Item: Universal Access Program with Legoland Renewal

Presenter: Tim Darby

Recommended

Action: Approve Universal Access Program renewal between

Legoland and LAMTD

Summary: This Universal Access Program is entered among Merlin

Entertainment and the Lakeland Area Mass Transit

District

Attachments: Universal Access Program

Service Agreement Merlin Entertainments Group Florida LLC, d.b.a LEGOLAND® Florida and Lakeland Area Mass Transit District

This Service Agreement is entered into this day of,
2018 by and among Merlin Entertainments Group Florida, LLC, d/b/a LEGOLAND®
Florida (hereinafter referred to as "LEGOLAND®"), and the LAKELAND AREA
MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred
to as the "District"
WHEREAS, LEGOLAND® desires to provide its employees the benefit of
unlimited access to public transit as a means of commuting to LEGOLAND® and other
activities; and,
WHEREAS, the District operates public transit systems which currently provide fixed route bus service to and around LEGOLAND®; and
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:
1. The initial term of this Agreement shall be for a period of three (3) years commencing on, through and including This Agreement shall terminate if LEGOLAND® or the District provide written notice of intent to terminate this Agreement ("Termination Notice") to the other party hereto, ninety (90) days prior to termination of the service.
2. The District will allow active LEGOLAND® employees unlimited access for each fixed route transit trip when the employees show the appropriate LEGOLAND® employee identification card. The District shall provide unlimited access to fixed route transit service for all current LEGOLAND® employees in accordance with the terms of this Agreement.

3. 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, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

- 4. The District will allow LEGOLAND® registered guests unlimited access to fixed route transit during their stay at the LEGOLAND® Florida Resort and any LEGOLAND® preferred hotels. LEGOLAND® preferred hotels include
- 5. The base monthly rate to be charged to LEGOLAND® by the District for the transit service during the term of the Agreement will be \$1,500.00 per year. LEGOLAND® shall remit payment within 30 days from receipt of invoice.
- 6. LEGOLAND® agrees to provide all current employees with a photo identification card.
- 7. LEGOLAND® will receive two premium vinyl bus wraps for two busses with LEGOLAND® artwork. The design of the wrap will be provided by LEGOLAND® and must be approved by the District. The District agrees to waive the monthly advertising fee for the bus for the term of this Agreement. LEGOLAND® agrees that ______ will fund the installation of the second bus wrap. Should ______ decline or fail to fund the installation of the second bus wrap LEGOLAND® shall have the option to fund the wrap or seek funding for the second wrap. If the District determines that either wrap must be replaced at any time during the term of this Agreement due to damage or normal wear and tear, LEGOLAND® agrees to fund the purchase and installation of the replacement wrap(s). If LEGOLAND® does not fund the purchase and installation of the replacement wrap(s) within thirty (30) days of the District's determination, LEGOLAND® agrees that the District may strip the wrap(s) and place other advertising on the bus at the District's discretion. It is understood that the wrapped busses will operate on all routes in the entire territory of the District, and not just on the fixed routes described in this Agreement, as required by Title VI regulations.

- 8. The District agrees to continue to title "Route 30" as the "LEGOLAND® Route 30" during the term of this Agreement. The District agrees that "LEGOLAND®" is a registered trademark and its permitted uses by them under this Agreement is governed by LEGOLAND®'s standard terms and conditions as are all other intellectual property belonging or licensed to LEGOLAND® (such as images appearing on the vinyl bus wrap described in paragraph 7 above).
- 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. 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.
- 10. 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.
- 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:

LEGOLAND®: Merlin Entertainments Group Florida, LLC

One LEGOLAND® Way Winter Haven, FL 33884

ATTN:

DISTRICT: Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815

ATTN: Tom Phillips

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 independent contractors, and not as an agent, employee, partner, joint venture, or associate of LEGOLAND®. 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 LEGOLAND®.

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. Subject to the District's rights of sovereign immunity, the District shall indemnify and hold harmless LEGOLAND® and its members, managers, agents, officers, and employees from and against all claims, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage or destruction: (i) arising from or out of any occurrence in, upon, at or from the operation of the public transit systems referenced in this Agreement; (ii) arising from the use by any person of the public transit systems; or (iii) caused by any act or omission by the District, their agents, contractors, employees, licensees, concessionaires, guests, invitees or patrons to the extent and limits provided by law as set forth in Section 768.28, *Florida Statutes*.; except District shall not have to indemnify and hold harmless LEGOLAND® if such claim, damage, loss, and expense is the result of the negligence of LEGOLAND®.

18. LEGOLAND® shall indemnify and hold harmless the District, and its members, managers, agents, officers, and employees from and against all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in connection with loss of life, bodily or personal injury or property damage or destruction: (i) arising from or out of any occurrence in, upon, at or from the operation of the public transit systems referenced in this Agreement; (ii) arising from the use by any person of the public transit systems; or (iii) caused by any act or omission by LEGOLAND®, their agents, contractors, employees, licensees, concessionaires, guests, invitees or patrons to the extent and limits provided by law; except LEGOLAND® shall not have to indemnify and hold harmless the District if such claim, damage, loss, and expense is the result of the negligence of the District.

- 19. 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.
- 20. Legoland® and District agree that both parties shall comply with Florida's public records law to specifically include the following:

<u>Public Records</u>. 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 Legoland® 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 Legoland® or maintain public records required by the public agency to perform the service. If Legoland® transfers all public records to the public agency upon completion of the contract, Legoland® shall destroy any duplicate public records upon completion of the agreement, Legoland® 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 LEGOLAND® HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGOLAND®'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.

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.

	MERLIN ENTERTAINMENTS GROUP FLORIDA, LLC
	BY:
Witnesses	LAKELAND AREA MASS TRANSIT DISTRICT
	BY:Phillip Walker, Board Chairman
	-

Witnesses

Date: OCTOBER 17, 2018 AGENDA ITEM 5a

Agenda Item: 2018 CRA Agreement

Presenter: Tim Darby

Recommended

Action: Approve 2018 CRA Agreement

Summary: 2018 CRA Agreement

Attachments: 2018 CRA Agreement

Date: OCTOBER 17, 2018 AGENDA ITEM 5b

Agenda Item: Service Agreements for Polk County Municipalities

Presenter: Tim Darby

Recommended

Action: Approve service agreements between Auburndale,

Bartow, Dundee, Fort Meade, Haines City, Lakeland, Lake Alfred, Lake Wales, and Winter Haven and

LAMTD

Summary: This Service Agreements is entered among the above

listed municipalities and the Lakeland Area Mass Transit

District. No changes from the previous years.

Attachments: Service Agreements

Date: OCTOBER 17, 2018 AGENDA ITEM 6a

Agenda Item: LAMTD Substance Abuse Management Policy

Presenter: Steven Schaible, Director of Human Resources

Recommended

Action: Approve updated policy aligned with DOT DFW

Summary: Updates and replaces Substance Abuse Management

policy (last updated 2014). Proposed policy includes:

1. FTA FDOT Revisions for Opioids

2. Updates new Medical Review Officer (MRO)

3. Updates third party administrator as FSSolutions

4. Establishes new Designated Employer Representative

Attachments: See attached Lakeland Area Mass Transit District dba

Citrus Connection Substance Abuse Management Policy

in accordance with USDOT and FTA Regulations



Lakeland Area Mass Transit District dba Citrus Connection Substance Abuse Management Policy

In accordance with USDOT and FTA Regulations

Lakeland Area Mass Transit District (LAMTD) is dedicated to providing safe, dependable, and economical transportation service to its patrons. LAMTD employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. *Policy provisions authorized by LAMTD are italicized and bolded throughout this policy.* All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Lakeland Area Mass Transit District Board of Directors
Title of approving official: Board Chairman Phillip Walker
Signature of approving official:
Date signed:

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1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse. 49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol testing program of the District will be conducted in accordance with 49 CFR Parts 40 and 655, as amended. Employees may request copies of the applicable regulations by contacting the District's designated employer representative ("DER") listed in Section 26 of this policy.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 29, The Drug-Free Workplace Act of **1988**, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace. This policy incorporates those requirements for safety-sensitive employees and others, as indicated.

3. Policy Applicability

This policy applies to all safety-sensitive transit system employees as identified and described herein. Paid part-time employees and contractors, when performing safety-sensitive duties, are also covered by this policy when performing any District-related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. *In addition, all contractors' employees are covered by this policy while performing general repairs or who are directly responsible for any service(s) that aid in the movement of District transit vehicles.* This written policy shall be distributed to all employees and contractors.

Adherence to this policy and is a condition of employment in a safety sensitive position; per 49 CFR Part 655.

Safety-Sensitive Employees and Applicants for Safety-Sensitive positions covered by this policy include those who:

- 1. Operate a revenue service vehicle, including when not in revenue service
- 2. Operate a non-revenue service vehicle when such vehicle is required to be operated by a holder of a commercial driver's license
- 3. Control the dispatch or movement of a revenue service vehicle
- 4. Perform maintenance on a revenue service vehicle or equipment used m revenue service
- 5. Carry a firearm for security purposes
- 6. May perform any of the above safety sensitive functions in a supervisory or training role.

This policy is applicable to the following positions within the District:

- Executive Director
- Safety Specialist
- Operation Supervisors
- Trainers
- Bus Operators
- Dispatchers/Schedulers
- Call Center Supervisor
- Maintenance Manager
- Maintenance Technicians
- Maintenance Shop Foremen
- Maintenance Fuel Island Personnel

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40; the following are prohibited substances. Consumption of these products is prohibited at all times:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (e.g., Marijuana)
- Amphetamines
- Alcohol Misuse

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

The District strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform. In order to ensure that appropriate medications are prescribed

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results. All urine drug testing and breath alcohol testing will be conducted in accordance with applicable with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). The District currently contracts with Laboratory Corporation of America for coordination of the Drug & Alcohol Program.

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non- evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

- 1. Except as required by law or expressly authorized in this section, The District shall not release employee information that is contained in records maintained per 49 CFR, Section 655.73.
- 2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
- 3. The District shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
- 4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

The District will strictly adhere to appropriate standards of confidentiality with regard to employee testing records. All testing record results will be released only to those authorized by the FTA/FDOT rules to receive such information. The testing record results are received by the designated employer representatives (Manager, HR & Risk and Manager, Safety, Security & Training) and are received confidentially via email and/or mail in a stamped confidential envelope. Testing results are secured in a locked file cabinet accessible only the designated employer representatives.

7. Employee Responsibility to Notify the District of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify the District of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employees shall be immediately removed from safety sensitive duties.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

8. Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use <u>and</u> 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, the District must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. The District will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to the District. An applicant/transferee who refuses to provide such written consent will not be permitted to perform safety-sensitive functions for the District.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative results, prior to their placement into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart 0.

10. Pre-Employment Testing

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. LAMTD must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with LAMTD. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was <u>also</u> removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. LAMTD must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

11. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least 4 hours before the end of the shift.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list which is administered through the District's Third Party Administrator, FS Solutions located at 1364 Welsh Road, Suite C-2, North Wales, PA 19452 (800)-732-3784.

12. Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Lakeland Area Mass Transit District has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

13. Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Lakeland Area Mass Transit District using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident <u>not</u> involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Lakeland Area Mass Transit District using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

All information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether the employee's performance could have contributed to the accident will be made in the sole discretion of the District using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post accident tests will be done as soon as possible, all reasonable efforts shall be made to test the safety sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, the District shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond the District's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by the District. (Per 49 CFR, Part 655.44)

14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 9-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". Refusal to submit to DOT required testing is a violation of this substance abuse policy.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

The following actions constitute a "'refusal to test" in accordance with 49 CFR Part 40, as amended:

- (a) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (b) Failure to remain at the testing site until the testing process is completed (after the process has been started).
- (c) Failure to attempt to provide a urine specimen for any drug test required by this part or DOT agency regulations.
- (d) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
- (e) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (f) Failure or decline to take an additional drug test the employer or collector has directed you to take.
- (g) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the District.
- (h) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

- (i) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- g) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- k) Admit to the collector or MRO that you adulterated or substituted the specimen.

Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. *Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.*

15. Observed Urine Drug Collections

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup.

16. Specimen Validity Testing

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreigr1 substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of **negative-dilute** pre-employment and random drug test results, the District will exercise the right to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The result of the second urine drug test will be accepted as the final result. The District will exercise this right uniformly for all drug tests that produce a negative-dilute test result.

- Negative-Dilute, Creatinine =>5mg/dl (retest, not observed)
- Negative-Dilute, Creatinine is between 2-5 mg/dl (must retest under direct observation)

Upon receipt of a **positive-dilute** urine drug test result, the District will immediately remove the employee from safety sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. **A positive dilute result is always deemed as a final positive result.**

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

18. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. The District shall use the following MRO:

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to LAMTD. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days.

The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. LAMTD will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to LAMTD without consultation. Based on the MRO recommendation, LAMTD may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for LAMTD is:

Name of MRO: Randy Barnett, D.O.

Address: 100 Highpoint Dr., Ste. 102, Chalfont, PA 18914

Phone Number: 215-396-5500 Fax Number: 215-396-5610

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Consequence for MRO Verified Positive Drug Results

When LAMTD is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

20. Cancelled/Invalid Test Results

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative urine drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended.

The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Cancelled". The procedures for cancelled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, the District is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample. The District will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.

22. Alcohol Prohibition

Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

23. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be impaired by alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to the District in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

The District affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for a minimum of (8) eight hours unless a retest results in a concentration measure of less an 0.02.

A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. *Per LAMTD authority*, violation of the USDOT/FTA testing program will result in termination of employment.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- (a) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (b) Failure to remain at the testing site until the testing process is complete.
- (c) Failure to attempt to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- (d) Failure to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (e) Failure to undergo a medical examination or evaluation, as directed by the District.
- (f) Failure to sign the certification at Step 2 of the ATF.
- (g) Failure to cooperate with any part of the testing process.

Whenever an employee refuses to submit to an alcohol test as indicated above, a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

25. Voluntary Disclosure

The District recognizes that alcohol and drug abuse are treatable illnesses. We also encourage and support early intervention and rehabilitation. In support of this, our Substance Abuse Policy:

- Encourages employees to voluntarily come forward and disclose any substance abuse issues with their immediate Supervisor and/or the HR Director. Disclosure must occur prior to the employee 's notification of any test.
- Encourages employees to seek help if they are concerned that they may have a drug and/or alcohol problem

If an employee in a safety-sensitive position self-identifies as having issues associated with substance abuse, the employee will be immediately removed from duty. The employee will be referred, for his/her consideration and at his/her expense, to a substance abuse counselor for evaluation. in accordance with 49CFR Part 40.

26. System Contacts and Substance Abuse Resources

Designated Employer Representative

Name: Marcy Harrison Title: Human Resources Phone: 863-327-1302

E-mail: mharrison@ridecitrus.com

Alternate Designated Employer Representative

Name: Steve Schaible

Title: Director, Human Resources & Risk

Phone: 863-327-1308

E-mail: sschaible@ridecitrus.com

Employee Assistance Program (EAP)

888-628-4824 (Available 24/7)

Substance Abuse Professional

Name: Steve Enzor, CEAP

Address: 418 8th Street, NE, Winter Haven, Fl. 33855

Phone: 863-287-7887 Fax: 863-294-5533

Name: Ian Erickson, LMHC

Address: 5130 S. Florida Ave Ste. 408, Lakeland, Fl. 33813

Phone: 863-342-4570

National Hot-Line Numbers and Help Lines:

The American Council on Alcoholism Help

Line 1-800-527-5344

The National Institute on Drug Abuse Hot Line 1-800-662 HELP

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: http://sam.cutr.usf.edu. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: https://www.transportation.gov/odapc and the Federal Transit Administration's (FTA) website: https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING October 17, 2018

Agenda Item: FY 2018-19 Capital Improvement Budget (CIP) and Fleet Plan Update for

Polk County Transit (BoCC)

Presenter: Joseph Cheney, Maintenance Director

Recommended Approve the Communication of the CIP Budget Expense of \$100,000 to

the BoCC for approval.

Action Approval

Background:

FLEET

In February 2018, the Board received an update to the Fleet Replacement Plan and the CIP budget for LAMTD for FY 2019. The attached budget provides the means to fund the Modem upgrade for the AVAIL ITS System and purchase shop tools and equipment for Polk County.

AVAIL SYSTEM MODEM UPGRADE

The AVAIL ITS and Fare Collection System currently communicates using a 3G Modem. The 3G Technology will sunset and no longer be supported as of December 2019. Additionally the desired functionality desired for Fare Collection and other upgrades will require the use of a 4G Modem to properly communicate from our buses to the land based computer servers. This cost also reflects a savings of over \$48,000 for using Citrus Connection employees to complete the removal of older Modem and the installation of new Modems.

SHOP TOOLS AND EQUIPMENT

This portion of the budget will provide the means to purchase tools such as TIG Welder, Automotive Shop Specialty Tools, Electronic Test Equipment and Facility Maintenance Equipment.

VIDEO SURVEILLENCE SYSTEM

Staff is presently working on a new standard for video surveillance onboard our buses. Funding request will be delayed until the 2nd quarter of FY19 following a demonstration of a proof of concept bus and demonstration of system capabilities.

FY 2018-19 CAPITAL IMPROVEMENT BUDGET

AVAIL ITS System Modem Replacement Upgrade		
All modems in all buses will be upgraded from 3G to 4G Technology. Citrus will perform the installation of the new modems with an estimated savings of \$48,568 in labor. Additional FM Maintenance vehicles will be added to the program to facilitate remote location monitoring of these vehicles.	\$90,000.00	
Shop Tools & Equipment		
TIG WELDER		
Automotive Shop Specialty Tools	\$10,000.00	
Computers & Electronic Test Equipment new G4 I/O Control Systems	\$10,000.00	
Facility Maintenance Equipment		
Video Surveillance System Bus Upgrade		
This program will provide a new standard for video surveillance in our buses with remote access from any location.		
A proof of concept for this upgrade is currently being installed in one of our buses. Once we have demonstrated the desired improvement for remote access, video storage and download, we will return to the board to demonstrate the product and request approval for funding.	TBD	
TOTAL EXPENSES	\$100,000.00	

CIP PROJECTS THAT WILL REMAIN UNFUNDED FOR FY18-19

Pre-Trip Function with the AVAIL System	\$27,453.00
Vehicle Health Monitoring Function-AVAIL System	\$74,479.00
Web Content Management- AVAIL System	\$21,825.00
Cellular Data Cost for Wi-Fi Public Access (3-years) AVAIL System	\$327,600.00
Mobile Fare Application -AVAIL (Cell Phone Payment System)	TBD
Fall Prevention System	\$60,000.00
Public Wi-Fi Setup -AVAIL System	\$4,384.00
TOTAL OF UNFUNDED PROJECTS	\$515,741.00

Funding:

The County CIP funding for FY 2018-19 Total = \$257,626.







Fleet Replacement Plan COUNTY

Update October 2018

October 17, 2018

- Prior to October 1, 2015 LAMTD provide the contracted services for the Maintenance for 8 buses operating on the Fixed Route Service for the WHAT County System.
- Beginning on October 1, 2015 LAMTD began operating all of Transit Services for Polk County. Additionally, due to man power issues the County Bus Fleet began a slow transition from County Fleet Services to LAMTD.
- Vehicle Fixed Maint. were charged for Maintenance performed by the County Fleet Maintenance Group.
- Current Fleet 36 Buses(FR & PT) and 7 support vehicles.

Where we have been



Fleet Replacement Plan History

- Grant Funding has been historically the sole source of funding for vehicle replacements.
- Fixed Route Buses have been Federally funded with 80/20 Grants.
- In 2010 5 Gillig 30 FT LF Buses were funded under an ARRA Grant.
- Para Transit Buses have been State funded with 90/10 Grants.



						_							
						County	Fixed Route Vehicle Cond	dition Report					
							Bus Count	11				Fleet Service Requ	irement
							Buses on order	2			Required	Spare @ 20%	Total
							Replacement needed	1	9%		9	2	11
A Comment													
VEHICLE#	MAX Amb. Capacity	WC Capacity	Bus Length	VEHICLE YEAR	VEHICLE MAKE / MODEL	Body Type or Manufacture	VEHICLE ID#	DATE IN SERVICE	Age	Projected us eful life		VEHICLE CONDITION 1-EXCELLENT 2-GOOD 3-POOR 4-NEEDS REPLACEMENT	NOTES
5296	24	2	30'	2010	GILLIG	Low Floor	15GGE271XA10922 <mark>02</mark>	9/20/2010	8.2	12yr/500K	270,504	2	
5297	24	2	30'	2010	GILLIG	Low Floor	15GGE2711A1092203	9/20/2010	8.2	12yr/500K	276,959	2	
5298	24	2	30'	2010	GILLIG	Low Floor	15GGE27 <mark>13A1092204</mark>	9/20/2010	8.2	12yr/500K	296,166	2	
5299	24	2	30'	2010	GILLIG	Low Floor	15GGE2715A1092205	9/20/2010	8.2	12yr/500K	297,120	2	
5300	24	2	30'	2010	GILLIG	Low Floor	15GGE2717A1092206	9/20/2010	8.2	12yr/500K	287,715	2	
5205	16	2	24	2012	FORD/E450	ARBOC	1GB6G5BG7B1177000	1/27/2012	6.8	5yr/150K	106,042	3	
5212	16	2	24	2013	FORD/E450	ARBOC	1A9D05005D6925329	5/8/2013	5.5	5yr/150K	90,088	3	
5213	22	2	30	2013	Frieghtliner	Glavel	4UZADRDU2ECFM1405	9/25/2013	5.1	7yr/200K	204,944	4	Mileage - Age
5214	22	2	30	2013	Frieghtliner	Glavel	4UZADRDU4ECFM1406	9/25/2013	5.1	7yr/200K	178,825	4	Mileage - Age
5215	22	2	30	2014	Frieghtliner	CHAMPION	4UZABODT2ECFN8472	1/13/2014	4.8	7yr/200K	78,035		Maint Cost is high
5216	35	2	30	2014	ELDORADO	Low Floor	1N9MNAC66EC084212	7/17/2014	4.3	10yr/350K	175,854	2	



							Co	ounty Para Transit Conditio	n Report					
								Bus Count	27				Fleet Service Requ	irement
						- 1		Buses on order	3			Required	Spare @ 20%	Total
								Replacement needed	9	33%		22	5	27
VEHICLE #	MAX Amb. Capacity	WC Capacity	Bus Length	VEHICLE YEAR	VEHICLE MAKE / MODEL		y Type or ıfacture	VEHICLE ID#	DATE IN SERVICE	Age	Projected us eful life	LTD MILEAGE 7/31/2018	VEHICLE CONDITION 1-EXCELLENT 2-GOOD 3-POOR 4-NEEDS REPLACEMENT	NOTES
5190	14	3	22	2009	FORD/E450	Turt	le Top	1FDXE45L19DA06501	6/28/2010	8.4	5yr/200K	209,546	4	Mileage-age-Trans=?
5192	14	3	22	2009	FORD/E450	Turt	le Top	1FDXE45LX9DA06500	6/28/2010	8.4	5yr/200K	191,522	4	Mileage-age-Trans=?
5195	10	4	22	2010	FORD/E450	Turt	le Top	1FDXE4FL3ADA90274	10/15/2010	8.1	5yr/200K	198,163	4	Mileage-age-Trans=?
5102	14	3	24	2012	FORD/E450	Turt	le Top	1FDXE4FS6BDB22806	10/14/2011	7.1	5yr/200K	199,577	4	Mileage - age
5103	14	3	24	2012	FORD/E450	Turt	le Top	1FDXE4FS8BDB22807	10/14/2011	7.1	5yr/200K	167,934	4	OOS-Trans needed
5104	14	3	23	2012	FORD/E450	Turt	le Top	1FDXE4FSXBDB22808	10/28/2011	7.1	5yr/200K	181,690	4	Mileage - age
5106	14	3	23	2012	FORD/E450	Turt	le Top	1FDFE4FSXCDA47511	6/5/2012	6.4	5yr/200K	168,309	4	Mileage - age
5107	14	3	23	2012	FORD/E450	Turt	le Top	1FDFE4FS1CDA47512	6/5/2012	6.4	5yr/200K	174,448	4	OOS-Engine Needed
5108	14	3	23	2012	FORD/E450	Turt	le Top	1FDFE4FS3CDA47513	6/5/2012	6.4	5yr/200K	208,154	4	Mileage - age
5117	8	2	22	2015	CHEVY/E3500	Turt	le Top	1GB3G2B8F112 <mark>9233</mark>	1/29/2015	3.8	5yr/200K	119,491	3	OOS-Engine Prob.
5118	14	2	24	2015	CHEV/C4500	Turt	le Top	1GB6G5BG1F1129773	4/22/2015	3.5	5yr/200K	90,140	3	
5119	16	2	24	2015	CHEV/C4500	Turt	le Top	1GB6G5BG4F1129833	4/22/2015	3.5	5yr/200K	86,256	3	
5120	14	2	23	2015	CHEV/C4500	GL	AVEL	1GB6G5BG1F1251419	12/2/2015	2.9	5yr/200K	77,840	1	
5121	14	2	23	2015	CHEV/C4500	GL	AVEL	5F12534025F1253402	12/2/2015	2.9	5yr/200K	57,923	1	
5122	14	2	23	2015	CHEV/C4500	GL	AVEL	1GB6G5BG4F1252161	12/8/2015	2.9	5yr/200K	77,528	1	
5123	14	2	23	2015	CHEV/C4500	GL	AVEL	1GB6G5B <mark>GXF1262113</mark>	12/2/2015	2.9	5yr/200K	79,829	1	
5124	14	2	23	2015	CHEV/C4500	GL	AVEL	1GB6G5BGXF1262807	12/2/2015	2.9	5yr/200K	87,148	1	
5125	14	2	23	2015	CHEV/C4500	GL	AVEL	1GB6G5BG9F1262 <mark>300</mark>	12/2/2015	2.9	5yr/200K	82,348	1	
5126	14	2	23	2016	CHEV/C4500	GL	AVEL	1GB6GVBG4G1135584	3/3/2016	2.6	5yr/200K	93,197	1	
5127	14	2	23	2016	CHEV/C4500	GL	AVEL	1GB6GVBG5G1133732	3/3/2016	2.6	5yr/200K	70,674	1	
5128	14	2	23	2016	CHEV/4500	GL	AVEL	1GB6GUBG6G1282323	11/11/2016		5yr/200K	62,548	1	
5129	14	2	23	2016	CHEV/4500	GL	AVEL	1GB6GUBG4G1280263	11/11/2016	1.9	5yr/200K	50,334	1	
5130	14	2	23	2016	CHEV/4500	GL	AVEL	1GB6GUBG7G1283528	1/24/2017	1.7	5yr/200K	40,212	1	
5131	14	2	23	2016	CHEV/4500	GL	AVEL	1GB6GUBG6G1293290	1/24/2017	1.7	5yr/200K	50,021	1	
5132	14	2	23	2016	CHEV/4500	GL	AVEL	1GB6GUBG1G1283606	1/24/2017	1.7	5yr/200K	53,374	1	
5133	12	4	24	2018	CHEVY	TURT	LE TOP	1HA6GUBG2HN007400	5/16/2018	0.4	5yr/200K	6,327	Citru	sConnectic
5134	12	4	24	2018	CHEVY	TURT	LE TOP	1HA6GUBG6HN006905	6/20/2018	0.3	5yr/200K	912	1	

Peak Bus RequirementsService ModeRequiredAvailableSpare %Fixed Route County Fleet91122%Para Transit County Fleet222723%



			5 YEAR M	ILEAGE PROJE	CTION- Fix	ed Route			
			LTD						
	Service	YTD	TOTAL	AVERAGE					
BUS #	Type	TOTAL	9/30/2018	MONTHLY	2019	2020	2021	2022	2023
5200	Fixed Route	35,295	294,027	2,941	329,322	364,617	399,912	435,207	470, <mark>502</mark>
5102	Fixed Route	42,268	204,041	3,522	246,309	288,577	330,845	373,113	415,381
5103	Fixed Route	39,880	173,355	3,323	213,235	253,115	292,995	332,875	372,755
5104	Fixed Route	33,743	190,776	2,812	224,519	258,262	292,005	325,748	359,491
5205	Fixed Route	21,794	110,403	1,816	132,197	153,991	175,785	197,579	219,373
5212	Fixed Route	34,325	97,099	2,860	131,42 <mark>4</mark>	165,749	200,074	234,399	268,724
5213	Fixed Route	45,194	211,036	3,766	256,230	301,424	346,618	391,812	437,006
5214	Fixed Route	43,791	184,802	3,649	228,593	272,384	316,175	359,966	403,757
5215	Fixed Route	0	78,035	0	78,035	78,035	78,035	78,035	78,035
5216	Fixed Route	41,240	185,406	3,437	226,646	267,886	309,126	350,366	391,606
5296	Fixed Route	32,200	276,371	2,683	308,571	340,771	372,971	405,171	437,371
5297	Fixed Route	34,705	283,845	2,892	318,550	353,255	387,960	422,665	457,370
5298	Fixed Route	37,453	296,166	3,121	333,618	371,070	408,522	445,974	483,426
5299	Fixed Route	19,415	297,120	1,618	316,535	335,950	355,365	374,780	394,195



			5 YEAR M	ILEAGE PROJE	CTION- Pai	ra Transit			
BUS#	Service Type	YTD TOTAL	LTD TOTAL 9/30/2018	AVERAGE MONTHLY	2019	2020	2021	2022	2023
0S93	Para Transit	21,971	197,636	1,831	219,607	241,578	263,549	285,520	307,491
5106	Para Transit	28,158	173,498	2,347	201,656	229,814	257,972	286,130	314,288
5107	Para Transit	20,019	176,426	1,668	196,445	216,464	236,483	256,502	276,521
5108	Para Transit	24,682	212,416	2,057	237,098	261,780	286,462	311,144	335,826
5117	Para Transit	29,005	124,321	2,417	153,326	182,331	211,336	240,341	269,346
5118	Para Transit	30,766	95,846	2,564	126,612	157,378	188,144	218,910	249,676
5119	Para Transit	23,485	86,925	1,957	110,410	133,895	157,380	180,865	204,350
5120	Para Transit	29,517	82,889	2,460	112,406	141,923	171,440		230,474
5121	Para Transit	27,101	63,288	2,258	90,389	117,490	144,591	171,692	198,793
5122	Para Transit	27,851	82,748	2,321	110,599	138,450	166,301	194,152	222,003
5123	Para Transit	34,625	85,125	2,885	119,750	154,375	189,000	223,625	258,250
5124	Para Transit	34,796	92,563	2,900	127,359	162,155	196,951	231,747	266,543
5125	Para Transit	44,627	86,837	3,719	131,464	176,091	220,718	265,345	309,972
5126	Para Transit	54,597	104,794	4,550	159,391	213,988	268,585	323,182	377,779
5127	Para Transit	34,723	76,116	2,894	110,839	145,562	180,285	215,008	249,731
5128	Para Transit	36,009	68,005	3,001	104,014	140,023	176,032	212,041	248,050
5129	Para Transit	31,269	56,271	2,606	87,540	118,809	150,078	181,347	212,616
5130	Para Transit	32,485	42,362	2, <mark>707</mark>	74,847	107,332	139,817	172,302	204,787
5131	Para Transit	36,031	55,321	3,003	91,352	127,383	163,414	199,445	235,476
5132	Para Transit	35,499	58,875	2,958	94,374	129,873	165,372	200,871	236,370
5190	Para Transit	21,420	212,819	1,785	234,239	255,659	277,079	298,499	319,919
5192	Para Transit	28,617	196,433	2,385	225,050	253,667	282,284	310,901	339,518
5195	Para Transit	24,791	202,030	2,066	226,821	251,612	276,403	301,194	325,985
5133	Para Transit	12,398	12,398	2,480	42,158	71,918	101,678	131,438	161,198
5134	Para Transit	6,442	6,442	1,611	25,774	45,106	64,438	83,770	103,102



STAFF Comments & Recommendations

Fixed Route

- There are 2 new 30 FT Low Floor Buses ordered that will be here by December 2018. The buses are funded under a 5339 Grant and cost \$434,755 each. The buses do not include the ITS or Fare Collection systems due available funding. Systems and equipment will be installed from retired buses by Citrus Electronics Maintenance Department.
- In 4-5 years we will need to replace or rehab the 5 Gillig Buses bought in by the County in 2010.
- Recommendation Continue to monitor the aging of the fleet.



Para Transit Service

- There are 3 new 24 FT Turtle Top Buses ordered that should arrive within the next 3-4 months. These buses have a life expectancy of 5 years and 200,000 miles and cost \$112,004 each. The buses are funded under a 5310 Grant.
- There are presently 27 vehicles in the fleet. In a 5-year replacement cycle we should replace 1/5 of the fleet each year.
- If our available funding under the 5310 Grant continues at this level, we may want to consider funding 1-2 vehicles with local CIP Funding.
- Recommendation –Add Funding for 2 additional vehicles



Questions







LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Date: OCTOBER 17, 2018

AGENDA ITEM 8

Agenda Item: Agency Updates

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Oral presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: OCTOBER 17, 2018 AGENDA ITEM 9a

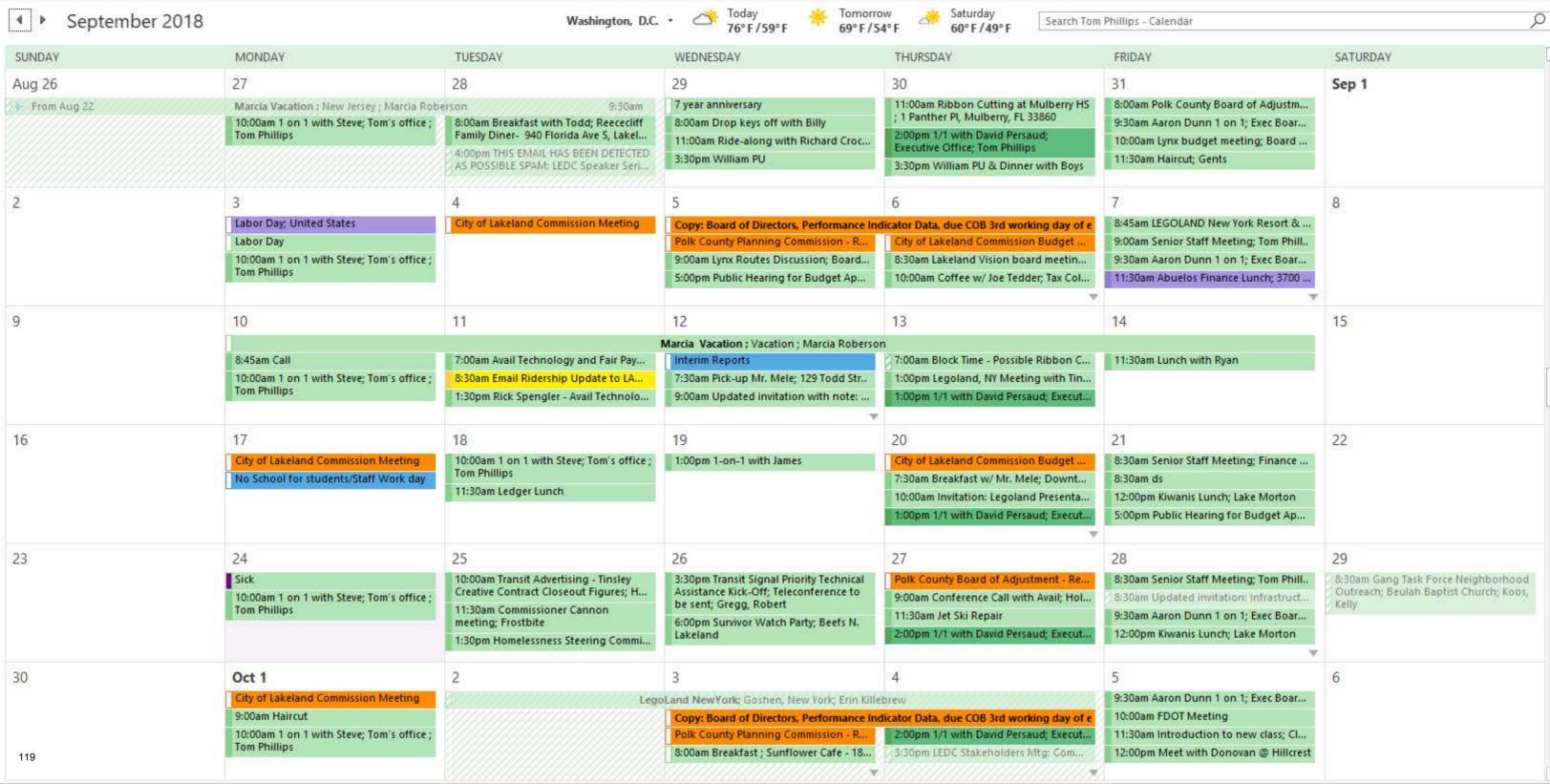
Agenda Item: September calendar

Presenter: Tom Phillips

Recommended

Action: Informational

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



LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: OCTOBER 17, 2018 AGENDA ITEM 9b

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 August 2018.

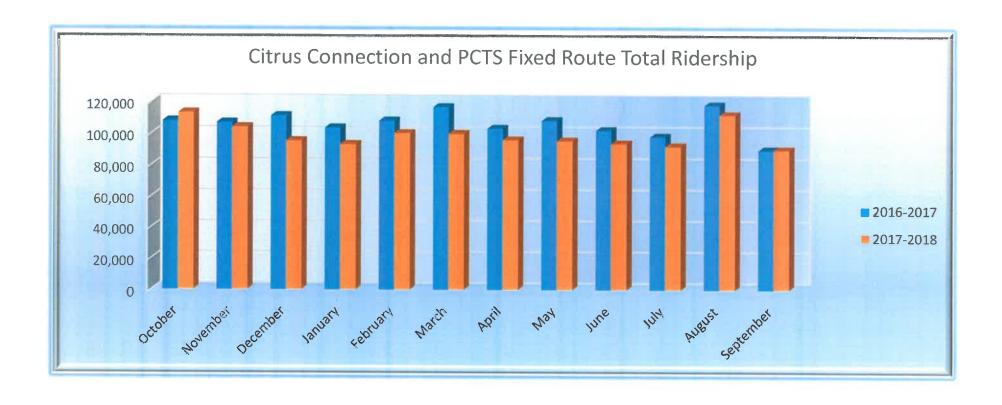
Attachments: Ridership Report.

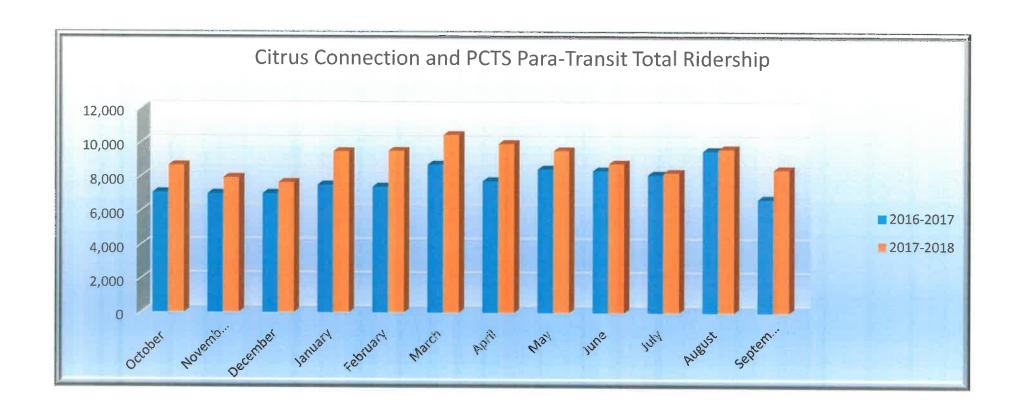
	Citrus Connectio	n and PCTS Fixed	Route Totals		
	2014-2015	2015-2016	2016-2017	2017-2018	Change
October	167,77	5 125,714	108,078	113,220	5%
November	133,25	5 111,028	106,998	104,149	-3%
December	153,14	122,018	111,197	95,520	-13%
January	141,89	101,190	103,647	93,227	-10%
February	131,23	111,486	108,068	100,300	-7%
March	142,89	117,618	116,794	99,916	-14%
April	132,40	110,754	103,274	95,993	-7%
May	123,35	105,362	108,224	95,476	-12%
June	124,15	106,252	102,092	93,781	-8%
July	126,24	100,929	98,193	92,042	-6%
August	115,90	115,998	118,104	111,898	-5%
September	125,983	109,705	89,794	89,913	0%
Totals	1,618,23	1,338,053	1,274,460	1,185,435	-7%

	Citrus Connection	and PCTS Para-	Transit Totals		
	2014-2015	2015-2016	2016-2017	2017-2018	Change
October	11,849	7,846	7,071	8,654	
November	9,092	6,690	7,002	7,940	14%
December	12,494	7,330	7,014	7,660	9%
January	10,149	7,020	7,521	9,478	28%
February	9,603	7,027	7,413	9,514	30%
March	10,358	7,780	8,715	10,469	23%
April	10,323	7,334	7,757	9,947	30%
May	9,895	7,431	8,460	9,534	14%
June	9,973	7,548	8,374	8,777	5%
July	9,277	6,846	8,131	8,247	2%
August	7,871	8,166	9,533	9,642	1%
September	7,619	7,791	6,711	8,437	22%
Totals	118,503	88,809	93,702	108,299	16%

	Citrus Connecti	on only Fixed Re	oute Totals		
	2014-2015	2015-2016	2016-2017	2017-2018	Change
October	110,975	83,092	67,636	73,349	8%
November	88,195	73,987	71,083	67,437	-5%
December	100,995	82,287	72,646	60,879	-14%
January	95,059	67,774	70,767	58,830	-18%
February	88,704	74,506	71,884	63,140	-12%
March	93,660	79,428	78,158	62,897	-19%
April	89,872	73,926	67,338	59,873	-10%
May	80,003	69,120	72,329	60,039	-18%
June	80,998	71,398	67,965	59,754	-11%
July	74,681	68,162	66,347	59,884	-9%
August	72,290	76,847	79,427	71,375	-10%
September	79,771	72,624	54,155	62,306	11%
Totals		893,149	839,734	759,763	-10%

	Citrus Connect	ion only Para-Tr	ansit 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	3,444	8%
January	5,919	3,512	3,507	4,055	16%
February	5,581	3,496	3,505	3,909	12%
March	6,316	3,897	4,040	4,217	5%
April	6,333	3,651	3,694	3,935	7%
May	6,170	3,589	4,060	3,848	-6%
June	6,136	3,660	3,880	3,627	-7%
July	5,407	3,269	3,681	3,437	-7%
August	4,485	3,866	4,306	3,978	-8%
September	4,517	3,747	2,639	3,396	29%
Totals	69,268	43,913	42,947	45,605	13%





UAP Ridership Totals 2018		LAMTD	WHAT	Total
	August	17,311	9,612	26,923
	September	16,206	10,097	26,303
UAP Ridership 2018		LAMTD	WHAT	Total
Polk State College				
	August	2,707	1,087	3,794
	September	3,211	1,499	4,710
LEGOLAND				
	August	278	1,674	1,952
	September	216	1,096	1,312
South Eastern University		•		
	August	152	33	185
	September	233	37	270
COLTS				
	August	1,675	793	2,468
	September	2,738	1,353	4,091
Veterans				
	August	4,072	1,427	5,499
	September	3,634	1,122	4,756
Southern Technical College				
	August	144	338	482
	September	119	306	425
Central Florida Healthcare				
	August	1,687	728	2,415
	September	1,300	633	1,933
New Beginnings High School				
	August	1,306	2,220	3,526
	September	1,342	3,484	4,826
LDDA				
	August	50	2	52
	September	37	2	39
PACE				
	August		67	526
-	September	522	53	575
Peace River				
	August	3,170	594	3,764
	September	2,854	512	3,366
Summer of Safety				
	August		649	2,260
	September	0	0	-

UAP Ridership Totals 2018		LAMTD	WHAT	Total
,	August	17,311	9,612	26,923
	September	16,206	10,097	26,303
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	September	0	0	-

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: OCTOBER 17, 2018 AGENDA ITEM#10

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: TBD

Summary: TBD