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

Call to Order	Action Required
1. Approval of the August 08, 2018 LAMTD Board Minutes	Approval
2. Public Comments	TBD
3. Kevin Hawthorne Feature	None
4. Presentation from Avail	None
 5. Finance / David Persaud a. LAMTD Financials b. PCTS Financials c. TD Program Financials d. LAMTD Information report on 218.415 e. PCTS Proposed Operation and Capital Budget 	None None None Approval
 6. Legal / Tim Darby a. Interlocal agreement for countywide transit system b. Transfer of Winter Haven Terminal c. Performance Review for Tom Phillips d. LAMTD 2018-2019 Board Schedule e. Lynx Contract renewal 	Approval TBD Accept Approval Approval
7. Operations / Bill Knieriema. Adoption of new routesb. Modification of Route 35	Approval Approval
8. Fleet Replacement Update / Joe Cheney a. Fleet Replace Plan Update b. Authorization to combine positions	Approval Approval
9. Executive Director Report / Tom Phillips a. Agency Update(s)	None
 10. Executive <u>Informational</u> Summary / Tom Phillips a. August Calendar b. Ridership and UAP Update 	None None
11. Other Business	TBD

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #1

Agenda Item: Approval of the August 08, 2018 LAMTD Board Minutes

Presenter: James Phillips

Recommended

Action: Board approval of the August 08, 2018 LAMTD Board

Minutes

Attachments: August 08, 2018 LAMTD Board Minutes

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, August 8, 2018, at 8:30 a.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

8:30 a.m. By Vice-Chairman John Hall

Agenda Item #1 – Approval of the Minutes

Approval request for the approval of the July 11, 2018 LAMTD Board of Director meeting minutes.

"Approval of July 11, 2018 Board of Directors Meeting Minutes" 1st Michael Dunn/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 - Public Comments

Ms. Mary Lee – Asked for longer run hours and stated bus drivers are not happy with new schedules.

Agenda Item #3 - GEM Award

Video highlighting the works of Caroline Hird.

Agenda Item #4 – Colton Larson Feature

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

Agenda Item #5 - Finance / David Persaud, CFO

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

a. Transit Advertising - Revenue Contract Award

On March 13, 2018, the District issued a Request for Proposal (RFP) #18-015, for qualified firms interested in providing Transit Advertising Services that will meet the needs of the District. Offer submittals were due June 22, 2018 at 2:00 P.M. The agreement will be for a three-year base term with two additional one-year option terms. The solicitation was provided to the District's registered vendors and state certified Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE). Forty-three firms received notification of the posting, of which 33% were DBE firms found through the BizNet website. Three timely offers were received and reviewed for responsiveness. One firm was found nonresponsive during the review process. The two remaining offers were then reviewed for expectations taken to the solicitation, finding none, they were evaluated for technical capacity by an evaluation committee of 5

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persons.

Upon the conclusion of both the technical and fee/revenue evaluation, it was found that the second ranked firm had taken exception to the solicitation by modifying the password protected fee/revenue schedule. The modification would ultimately alter the statement of work, revenue structure, and award methodology resulting in that firm being found nonresponsive.

A responsibility review was then conducted on the highest ranked firm, to ensure the firm was experienced, adequately staffed, and understood the requirements as outlined in the solicitation. The review resulted in the firm of Blackjack Media Group, Inc. being recommended for award with a Guaranteed Minimum Revenue of \$132,000 for the first year, increase an average of 8% each year thereafter.

"Approval from the Board to approve the award of Contract 18-015 for Transit Advertising to the highest revenue generating, responsive, responsible bidder, for a Guaranteed Minimum Revenue of \$132,000 annually."

1st Bill Mutz/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

b. FY 2018 Federal Transit Administration (FTA) 5339(b) Buses and Bus Facilities Application and corresponding resolution.

The purpose of the Bus and Bus Infrastructure Program is to assist in the financing of buses and bus facilities capital projects, including replacing, rehabilitating, purchasing or leasing buses or related equipment, and rehabilitating, purchasing, constructing or leasing bus-related facilities. The application for these funds consists of \$1,891,563 from the Federal Transit Administration with matching funds of \$472,891 provided by the Florida Department of Transportation in the form of Transportation Development Credits. These funds will be utilized to construct new bus parking lots, resurface employee parking lots, replace the roof on the bus wash facility and the construction of a storage shed.

"Approval of resolution, grant submission and subsequent award."

1st Bill Mutz/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, August 8, 2018, at 8:30 a.m.

c. LAMTD Financials

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

Year to Date June 30, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	75%	\$7,782,780	\$7,154,800	92%	\$10.4 Million
Expenses YTD	75%	\$7,782,780	\$6,680,730	86%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through June 30, 2018 totaled \$7.2 million or 92% of the YTD budget.

- Farebox revenues reflect \$497,660 or 99% of budgeted revenues through June 30, 2018.
- Contract revenues totaled \$109,000 or 75 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 61% 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 \$126,813.
- 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-todate revenues totaled \$1.1 million.
- 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.

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- Advertising income totaled \$109,000 over the budget.
- The Support cost reimbursement revenue totaled \$321,000 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

EXPENSES:

The total expenses year-to-date through June 30, 2018 totaled \$6.7 million or 86% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of June 30, 2018, these expenses totaled \$4.57 million or 92% of the budget of \$4.4 million and is under budget.
- Professional and Technical Services expenses totaled \$206,790 of the YTD budget; a favorable variance.
- Other services expenses totaled \$88,530 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$413,620 YTD, under budget.
- Materials and supplies totaled \$582,940 over budget by \$52,540. 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 \$52,000 is due to the Property Tax Commission.

Other remaining expenses are under the YTD budget through June 30, 2018

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through June 30th the financials reflect a favorable actual variance of \$.48 million with 75% of the fiscal year.

STATISTICAL T	TRENDS LAST	FIVE YEARS A	UDITED FINAN	CIAL STATEME	NTS
	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%

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			LA	ΚE	LAND	ΑF			ΓF	RANSITI	DI	STRICT					
					MC	тис	<u>FY 2017</u> HLY FINANCIAI		ME	NT							
							MONTH OF	Jun 201	8								
					Month							YTD				Δn	proved Annua
		<u> </u>	ctual		<u>Budget</u>	H	Variance \$'s	%		<u>Actual</u>		Budget		Variance \$'s	%	7	Budget
EVENUES:	Account						3 5	/0						\$ 5	/0		
R4	Farebox/Pass Sales	\$	50,277		55,833		(5,557)		\$	497,665		502,500		(4,835)	-1%		670,000
R6	Contract Income (UAP)	\$		\$	16,250	\$	(4,629)	-28%	\$		\$		\$	(37,251)	-25%		195,000
R3	Other Contract Revenue	\$		\$		\$	(24,453)	-100%	\$	133,551			\$	(86,529)	-39%		293,440
R5	Miscellaneous Income	\$		\$	1,050	\$	5,202		\$		\$		\$	32,384	343%		12,600
R7 R8	Advertising Revenue Investment/Interest Income (net)	\$	14,631 12.652	\$	11,000 1.667	\$ \$	3,631 10.985	33% 659%	\$	100,012	\$ \$	99,000 15.000	\$ \$	9,872 80.656	10% 538%		132,000 20.000
R8 R9	Ad Valorum Income, net	\$		\$	365,197	\$	(258,755)	-71%	\$		S	3,286,770	\$	1,160,883	35%		4,382,360
R10	FDOT Operating Grant	S	100,442	\$	124,429	\$	(124,429)	-100%	\$		S		\$	(993,049)	-89%		1,493,150
R11	Federal Operating Grant	s		\$	212.804	\$	(212,804)	-100%	\$	1,118,076			Š	(797,162)	-42%		2,553,650
R13	Cost Recovery	\$	28,747		417		28,330		\$	75,574			\$	71,824	1915%		5,000
R17	City of Lakeland	s		\$	12.583		(12,583)	-100%	\$	79.106		113.250		(34,144)	-30%	1 1	151,000
R1	Bartow Express	s		\$	3.274		(3,274)	-100%	\$		s		s	(29,468)	-100%		39,290
R2	PCTS - Support Cost Reimb.	\$		\$	-,	\$	(129)		\$	321.000	-		S	(1,163)	0%		429,550
INZ.	Reserve	*	33,007		33,730	Ψ	(123)	0.70	۳	321,000	•	322,103	•	(1,103)	070	,	423,330
OTAL REVE		\$	266,287	\$	864,753	\$	(598,467)	-69%	\$	7,154,799	\$	7,782,780	\$	(627,981)	-8%	\$	10,377,040
									Т								
LIGIBLE EXI	PENSES:																
1	Salaries	\$	323,064		370,663		(47,600)			3,126,330			\$	(209,640)	-6%		4,447,960
2	Employee Benefits	\$	158,827	\$	179,606	\$	(20,779)	-12%	\$		\$		\$	(172,775)	-11%		2,155,270
3	Advertising Fees	\$	(635)		1,325	\$	(1,960)		\$	7,311			\$	(4,614)	-39%	1 1	15,900
4	Professional & Techinical Ser	\$	6,483	\$,	\$	(24,309)		\$	206,793		277,125		(70,332)	-25%	1 "	369,500
5	Contract Maintenance Services	\$	12,186	\$	8,800	\$	3,386	38%	\$	69,337			\$	(9,863)	-12%		105,600
6	Other Services	\$		\$	4,446	\$	(781)	-18%	\$	88,529			\$	48,517	121%	1 -	53,350
7	Fuel & Lubricants	\$		\$	50,275	\$	5,452	11%	\$		\$		\$	(38,855)	-9%		603,300
8	Freight	\$	137	\$	800	\$	(663)	-83%	\$	5,191			\$	(2,009)	-28%		9,600
9	Repairs & Maintenance	\$	-	\$	3,825	\$	(3,825)	-100%	\$		\$		\$	(28,975)	-84%		45,900
10	Materials & Supplies	\$		\$	58,933	\$	(17,787)	-30%	\$		\$		\$	52,541	10%		707,200
11	Utilities/Telephone	\$		\$	9,933	\$	477	5%	\$	93,723			\$	4,323	5%	_	119,200
13	Liab & Prop Damage Insurance	\$,	\$	22,667	\$	(306)	-1%	\$	202,085	S S	,	\$	(1,915)	-1%		272,000
14 15	Other Coporate Insurance	\$	363	\$ \$	167 3.823	\$ \$	(167)	-100% -90%	\$		\$ \$		\$ \$	(1,500)	-100% -63%		2,000 45,870
15 16	Dues & Subscriptions Education/Training/Meeting/Travel	\$	363 4,197	\$ \$	3,823 8.250	\$ \$	(3,459) (4,053)	-90% -49%	\$	12,823 54,672			\$ \$	(21,580) (19,578)	-63% -26%		45,870 99,000
17	Service Charges	\$	1,796	\$	2,142	\$	(346)	-49%	\$		S		3 S	(4,645)	-24%		25,700
18	Office Expense	\$	1,790	\$	6.417	\$	(4,996)	-78%	\$		S		\$	(11,051)	-19%		77,000
19	Advertising & Promotions	\$		\$	2,083	\$	(653)	-31%	\$	11,546			S	(7,204)	-38%	1 -	25,000
20	Miscellaneous Expenses	\$	(993)	-	5.271	\$	(6,264)	-119%	\$		s		\$	(12.250)	-26%		63,250
21	Property Appraiser/Tax Collector Comm	\$		\$	12.083	\$	5.857	48%	\$		Š		\$	51.948	48%		145,000
22	LDDA, CRA Contributions	\$		\$	13,833		(13,833)	-100%	\$,	\$		\$	(124,500)	-100%		166,000
23	Capital Expenditures/ Debt Service	\$		\$	56,717		(45,783)	-81%	\$	99,130		510,450	-	(411,320)	-81%	1 -	680,600
24	Bad Debt	\$	10,001	\$		\$	(167)	-100%	\$		s	1,500		(1,500)	-100%	1 "	2,000
25		s		\$	11.737	\$	(11,737)	-100%	\$		S		\$	(105,630)	-100%		140.840
20	Restricted Contingency	\$	670,460	\$	864,753	\$	(194,293)	-22%	\$		\$	7,782,780	\$	(1,102,408)	-14%	1 .	10,377,040
TAL ELICI						*	(107,233)	-4470		0,000,012	•	1,102,100					10,011,040
TAL ELIGIE T REVENU		<u> </u>		_					_							—	

d. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of June 30, 2018
Year to Date Report
Percent of FY Reported (75%)

Revenues

- ➤ The revenues totaled \$3.8 million or 90% of the year-to-date budget.
- ➤ The FTA grant drawdown reflects \$.81 million or 59% of the grants.
- Fare Revenues totaled \$114,900 or 124% of the year-to-date budget.
- ➤ The Polk County (City Contributions Fair Share) totaled \$335,540.

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➤ The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.66 million through June 30, 2018.

Expenses

FTA 5307 Grant

Total

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$4.0 million or 96% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.3 million or 89% of the YTD Budget.
- ➤ Operating expenses totaled \$1.1 million or 95% of the YTD Budget.

Revenue

➤ The contract services are for contractual cost for the Lynx contractual services totaled \$605,000 over budget by 36%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.

1,360,268

4,210,629 \$

	Anı	nual Budget	١	/TD Budget	,	YTD Actual	Percent Expended
Revenues							
County Match	\$	1,661,780	\$	1,246,335	\$	1,661,784	133%
Other Contract Revenue - County	\$	-			\$	110,148	100%
City Contribution	\$	208,080	\$	156,060	\$	335,542	215%
County Contribution - PCTS	\$	298,920	\$	224,190	\$	298,920	133%
Fares	\$	124,000	\$	93,000	\$	114,912	124%
FDOT Block Grants:							
GO924/GOV71 - WHAT/ADA	\$	613,660	\$	460,245	\$	235,983	51%
JARC AQ379	\$	93,470	\$	70,103			0%
RURAL AQR07	\$	800,570	\$	600,428	\$	235,525	39%
FTA	+						

1,813,690

5,614,170 \$

Expenses

	An	nual Budget	Y.	TD Budget	Υ	TD Actual	Percent Expended
Labor	\$	3,512,900	\$	2,634,675	\$	2,348,898	89%
Contract	\$	594,000	\$	445,500	\$	604,688	136%
Operating	\$	1,507,270	\$	1,130,453	\$	1,076,300	95%
Total	\$	5,614,170	\$	4,210,628	\$	4,029,886	96%

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, August 8, 2018, at 8:30 a.m.

e. LAMTD Proposed Operating and Capital Budget FY 2018-19 Budget/ CEO & CFO

Proposed Operating and Capital Budget is included. The proposed budget for the District is included herewith with revenues and expenses balanced for a total budget of \$10,750,980. The budget is balanced with funding for the capital vehicle replacement program totaling \$680,600 and includes the FY 2018-19 annual debt service for totaling \$561,600 for the FY 2016-17 and planned lease bus purchases over a twelve-year period. The millage rate as certified at the .50 level reflects an increase of 6.6% or \$287,000. A summary level description of the revenues and expenses are also included. A Power Point Presentation will follow this report.

(See attached)

Agenda Item #6 - Progress Report for the Polk Transit Development Plan / Diane Slaybaugh

An annual progress report is a requirement of the Florida Department of Transportation for the continuation of State Block Grant Funds.

"Approval to accept the Progress Report"

1st Michael Dunn/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 – Legal / Tim Darby

a. Public Purpose Conveyance to Citrus Connection

Public Purpose Conveyance to Citrus Connection. As this is a Public Purpose conveyance, FDOT will not require any funds, Citrus Connection is only responsible for the title search and recording fees.

"Approval for paying title search and recording fees."

1st Michael Dunn/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Interlocal Agreement for Transit Services
 Agreement for Citrus Connection to continue to provide fixed route services in the Lakeland area.

"Approval of the Interlocal Agreement for Transit Services"

1st Michael Dunn/ 2nd John Hall

MOTION CARRIED UNANIMOUSLY

c. South Eastern University Service Agreement
 Agreement to provide transportation costs for Southeastern University students and staff
 "Approval of the resolution of the South Eastern University Service Agreement"

 1st Bill Mutz/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, August 8, 2018, at 8:30 a.m.

Agenda Item #8 -Route Changes/ Bill Knieriem

New routes as determined by ridership data and operational needs. (see attached)

Agenda Item #9 - Human Resources / Steve Schaible

a. reclassification of Terminal Coordinators to Terminal Security Officers

Agenda Item #10 - Executive Director Report / Tom Phillips

- a. Agency Update(s)
 - a. Thanked Kaylee Robb for the hard work and dedication she contributed to the Marketing team during her internship.
 - b. Addressed Emergency Operation procedures from the Lakeland Ledger add
 - c. Went over the road diet solution proposal
 - d. Possible new shelter with Salvation Army
- b. LAMTD Community Partnership Proposal

Many Polk County non-profit agency's and ministries provide transportation to disadvantaged individuals throughout the area under 5310 Grant funding. These individuals rely heavily on those agencies for their transportation need due to not qualifying for ParaTransit services or are not on a fixed bus route. Therefore, the individuals are unable to meet their social, health, medical, or other needs because they fall into a transportation gap.

"Approval to extend transportation opportunities to all non-profit agencies without the burden of excessive costs to insure the vehicles through a partnership with LAMTD."

1st John Hall/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, August 8, 2018, at 8:30 a.m.

Agenda Item #11 - Executive Informational Summary / Tom Phillips

a. July Executive Calendar – (see attached)	
b. Monthly UAP and Ridership data – (see attached)	
Agenda Item #12 – Other Business Michael Dunn showcased Digital Advertising from the D.C. Metro businessial digital advertising from the D.C. Metro business.	s stops and a possible leap in our owr
Adjournment at 10:40 a.m.	
Approved this 12 th day of September, 2018.	
Chairman – City Commissioner Phillip Walker	Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

Date: SEPTEMBER 12, 2018 AGENDA ITEM 3

Agenda Item: **Kevin Hawthorne Feature**

Presenter: David Walters

Recommended

Action: None

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

valued volunteers at the Lakeland Terminal, Kevin

Hawthorne.

Date: SEPTEMBER 12, 2018 AGENDA ITEM 4

Agenda Item: **Presentation from Avail**

Presenter: Rick Spangler, Avail Technologies Group

Recommended

Action: None, informational

Summary: Update on remote reloading of smart cards with Avail

systems.

Attachments: Slides

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #5a

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

Year to Date July 31, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	83%	\$8,647,533	\$8,429,002	97%	\$10.4 Million
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 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	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 Re	ecovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%								
2. Cost per re	evenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84								
3. Revenue H	ours	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 Jul 2018

		Month							YTD							A	
			Actual		Dudget		Variance			Actual		Budget		Variance		App	roved Annual Budget
			Actual		<u>Budget</u>		\$'s	%		Actual		<u> buaget</u>		\$'s	%		Биадег
REVENUES:	Account																
R4	Farebox/Pass Sales	\$		\$,		(8,590)	-15%		544,908		558,333		(13,425)	-2%	\$	670,000
R6	Contract Income (UAP)	\$	16,121	\$	16,250	\$	(129)	-1%		125,120	\$	162,500	\$	(37,381)	-23%	\$	195,000
R3	Other Contract Revenue	\$	740	\$	24,453	\$	(24,453)	-100%		,	\$	244,533	\$	(110,983)	-45%	\$	293,440
R5 R7	Miscellaneous Income	\$	740	\$	1,050	\$	(311)	-30%	\$,	\$ \$	10,500	\$	32,073	305%	\$ \$	12,600
R8	Advertising Revenue	\$	16,384 12,973	\$ \$	11,000 1,667	\$ \$,	49% 678%	\$ \$	125,256 108,628	\$	110,000 16,667	\$ \$	15,256 91,962	14% 552%	\$	132,000 20,000
R9	Investment/Interest Income (net) Ad Valorum Income, net	\$	2,945	Ф \$	365,197	\$	(362,251)	-99%	\$	4,450,599	\$	3,651,967	Ф \$	798,632	22%	\$	4,382,360
R10	FDOT Operating Grant	\$	89,726	\$	124,429	\$	(34,703)	-28%		216,540	\$	1,244,292	\$	(1,027,752)	-83%	\$	1,493,150
R11	Federal Operating Grant	\$	1,037,264	\$	212,804	\$	824,460	387%			\$	2,128,042		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	\$	700	\$	12,583	\$		-100%				125,833		(46,727)	-37%	\$	151,000
	•	1 '			,	*	(,/			79,106		•		, ,			· ·
R1	Bartow Express	\$	14,434	\$	3,274	\$,	341%	*	14,434		32,742		(18,308)	-56%	\$	39,290
R2	PCTS - Support Cost Reimb.	\$	35,667	\$	35,796	\$	(129)	0%	\$	356,667	\$	357,958	\$	(1,292)	0%	\$	429,550
	Reserve	•	4 074 000	٠,	004 750	•	400 440		*	0.400.000	•	0.047.500	•	(040 500)		•	40.077.040
TOTAL REVE	<u>NUES</u>	\$	1,274,202	\$	864,753	\$	409,449	47%	\$	8,429,002	\$	8,647,533	\$	(218,532)	-3%	<u>\$</u>	10,377,040
ELIGIBLE EX		_	004.070	•	070.000	•	(05.000)	400/		0.404.000	•	0.700.000	•	(0.45.000)	70/		4 447 000
1	Salaries	\$	334,673	\$	370,663	\$	(35,990)	-10%		3,461,003		3,706,633		(245,630)	-7%	\$	4,447,960
2	Employee Benefits	\$	158,174	\$	179,606	\$	` ' '	-12%		1,601,851		1,796,058	\$	(194,207)	-11%	\$	2,155,270
3	Advertising Fees	\$,	\$	1,325	\$		21%		9,211		13,250	\$	(4,039)	-30%	\$	15,900
4	Professional & Techinical Ser	\$	24,400		*	\$	(, ,	-21%		231,193		307,917		(76,724)	-25%	\$	369,500
5	Contract Maintenance Services	\$	7,339	\$	8,800	\$	(1,461)	-17%		76,676		88,000	\$	(11,324)	-13%	\$	105,600
6	Other Services	\$	(3,883)		4,446	\$	(8,329)	-187%		•	\$	44,458	\$	46,101	104%	\$	53,350
7	Fuel & Lubricants	\$	53,638	\$	50,275	\$	3,363	7%	\$	- ,	\$	502,750		(41,405)	-8%	\$	603,300
8	Freight	\$	76	\$	800	\$	(724)	-91%	*	-, -	\$	8,000	\$	(2,733)	-34%	\$	9,600
9	Repairs & Maintenance	\$	1,855	\$	3,825	\$	(1,970)	-52%	\$	7,305		38,250		(30,945)	-81%	\$	45,900
10	Materials & Supplies	\$	43,963	\$	58,933	\$	(14,970)	-25%		,	\$	589,333	\$	39,071	7%	\$	707,200
11	Utilities/Telephone	\$,	\$	9,933	\$	2,778	28%		- /	\$	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%		-,	\$	38,225	\$	(24,607)	-64%	\$	45,870
16	Education/Training/Meeting/Travel	\$	7,106	\$	8,250	\$	(1,144)	-14%		- , -	\$	82,500	\$	(20,722)	-25%	\$	99,000
17	Service Charges	\$	1,620	\$	2,142	\$, ,	-24%	\$	16,250	\$	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	\$	()- /	-94%	\$, -	\$	52,708	\$	(17,224)	-33%	\$	63,250
21	Property Appraiser/Tax Collector Comm	\$	59	\$	12,083	\$	(12,024)	-100%		160,757	\$	120,833	\$	39,924	33%	\$	145,000
22	LDDA, CRA Contributions	\$	-	\$	*	\$, , ,	-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%	\$	680,600
24	Bad Debt	\$	-	\$	167	\$	(167)	-100%	\$	-	\$	1,667	\$	(1,667)	-100%	\$	2,000
25	Restricted Contingency	\$	-	\$	11,737	\$	(11,737)	-100%	\$	-	\$	117,367	\$	(117,367)	-100%	\$	140,840
TOTAL ELIGI	BLE EXPENSES:	\$	682,118	\$	864,753	\$	(182,635)	-21%	\$	7,365,245	\$	8,647,533	\$	(1,282,288)	-15%	\$	10,377,040
NET REVENU																	
<u> </u>	(UNDER) EXPENSES	\$	592,085	\$		\$	592,085		\$	1,063,756	\$		\$	1,063,756		\$	
		. —												·	Į.	. —	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #5b

Agenda Item: July 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 SEPTEMBER 12, 2018 AGENDA ITEM #5b

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

- ➤ 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.

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

	Rev	enu	ie		
	Annual			,	Percent
	Budget	Y	TD 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%								

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #5c

Agenda Item: July 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 SEPTEMBER 12, 2018 AGENDA ITEM #5c

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of July 31, 2018
Year to Date Report
Percent of FY Reported (83%)

Revenues

- ➤ The revenues totaled \$974,284 or 78% of the year-to-date budget.
- ➤ The TD Trust Fund Grant drawdown reflects \$829,173 or 74% of the grants.
- ➤ Contract Revenues and other revenues totaled \$52,980.
- ➤ The County funding for the match totaled \$92,130 or 74%.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$966,584 or 78% of the year-to-date budget.
- ➤ Salaries and wages totaled \$680,765 or 104% of the YTD Budget.
- > Operating expenses totaled \$277,067 or 58% of the YTD Budget.
- ➤ Support Services for Operations totaled \$8,752 or 8%.

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

Revenue

	Annual Budget		YTD 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	Y	YTD Budget		YTD Actual	Total YTD
Labor	\$ 785,751	\$	654,793		\$680,765	104%
		\$	1			
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%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #5d

Agenda Item: Information Report on Section 218.415

Florida Statutes, Local Government Investment Policies

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

Summary: 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 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.

AGENDA ITEM #5d - CONT.

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.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING SEPTEMBER 12, 2018 AGENDA ITEM #5e

Agenda Item: Polk County Transit Proposed and amended Operating and

Capital Budget FY 2018-19 Budget

Presenter: Tom Phillips, Executive Director

David Persaud, CFO

Recommended

Action: Presentation to the Board FY 2018-19 Proposed Budget for Polk

County Transit for approval.

Summary: Proposed Operating and Capital Budget is included.

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.

Attachments: See attached Proposed and Amended Operating and Capital

Budget

Lakeland Area Mass Transit District Balanced Budget Polk County Transit Services Contract FY 2018-19 Proposed Budget

		Actual FY 2017	Budget FY 2017/18		Proposed Budget FY 2018-19	Difference		Amended Budget FY 2018-19
Revenues		11 2017	112017/10		11 2010 15			11 2010 15
County Match	\$	1,624,694	\$ 1,661,780	\$	1,978,635	\$ 316,855	\$	1,960,700
Other Contract Revenue - County	\$	-	\$ -	Ė	, ,	· · · · · · · · · · · · · · · · · · ·	Ė	, ,
City Contribution	\$	208,085	\$ 208,080	\$	393,040	\$ 184,960	\$	393,040
County Contribution - PCTS	,		\$ 298,920	\$	58,443	\$ (240,477)	\$	76,378
Mid Florida Nutrition Program				\$	191,600	\$ 191,600	\$	191,600
Fares	\$	128,377	\$ 124,000	\$	150,000	\$ 26,000	\$	150,000
FDOT Block Grants:								
GO924 - WHAT/ADA	\$	667,296	\$ 613,660	\$	575,600	\$ (38,060)	\$	575,600
JARC AQ379	\$	110,355	\$ 93,470	\$	-	\$ (93,470)	\$	-
Smart Shuttle	\$	90,064						
RURAL AQR07	\$	663,139	\$ 800,570	\$	913,000	\$ 112,430	\$	913,000
Operating Grant Prior Year	\$	105,019						
FTA								
FTA 5307 Grant	\$	1,370,646	\$ 1,813,690	\$	2,262,076	\$ 448,386	\$	2,262,076
FTA 5307 Grant Prior Year	\$	543,695						
Capital / County	\$	-	\$ -				\$	257,626
Operating / County								
Total	\$	5,511,369	\$ 5,614,170	\$	6,522,394	\$ 908,224	\$	6,780,020

	EXPENSES									
Labor Expenses	\$	3,083,837	\$	3,512,900	\$	3,973,664	\$	460,764	\$	3,973,664
Contract Expenses	\$	601,095	\$	594,000	\$	594,000	\$	-	\$	594,000
Operating Expenses	\$	1,987,238	\$	1,507,270	\$	1,954,730	\$	447,460	\$	1,954,730
Capital Expenses									\$	257,626
Total Expenses	\$	5,672,170	\$	5,614,170	\$	6,522,394	\$	908,224	\$	6,780,020

Net Total

PCTS Budget Worksheet FY2019

Account Id	Account Description	Actual 2017	Budget 2018	Budget 2019	Variance
5-401-000-CITY	City Contribution	208,085.00	208,080.00	393,040.00	184,960.00
5-401-000-OCRV	Other Contract Revenue - County	-	-	,.	-
5-401-000-PCTS	Polk Cty Transit Svcs Contract Revenue	1,624,693.52	1,661,780.00	1,978,635.00	316,855.00
5-401-010-0000	Fares	128,376.85	124,000.00	150,000.00	26,000.00
5-401-010-PCTS	County Countribution -PCTS - PY	160,800.37	298,920.00	58,443.00	(240,477.00)
5-401-000-OCRV	Mid Florida Nutrition Program	·	,	191,600.00	191,600.00
5-411-010-0000	Operating Grant FDOT -PY	105,019.46	-	·	-
5-411-020-0000	FDOT Block Grant	667,295.76	613,660.00	575,600.00	(38,060.00)
5-411-020-0000	Operating Grant - FDOT- Smart Shuttle	90,064.16			
5-411-030-0000	Operating Grant - FDOT - RURAL -5311	663,138.97	800,570.00	913,000.00	112,430.00
5-411-040-0000	Operating Grant - FDOT JARC	110,354.94	93,470.00		(93,470.00)
5-413-010-0000	Operating Grant - Federal	-	-		-
5-413-020-0000	OPERATING GRANT -FEDERAL 5307	1,370,645.93	1,813,690.00	2,262,076.00	448,386.00
5-413-030-0000	Operating Grant - Federal 5307 PY	543,694.55	-		-
5-421-000-0000	Capital Grant - Federal	-	-		-
5-422-000-0000	Capital Grant - State	-	-		-
5-425-999-0000	Charitable Contributions	-	-		-
5-900-000-0000	CANCEL PRIOR YEAR EXPENSE	-	-		-
	TOTAL REVENUES PCTS	5,672,169.51	5,614,170.00	6,522,394.00	908,224.00
EXPENDITURES					
5-0000-40000	NON-DEPT (PC)		-		
5-0000-50207	Unemployment Compensation	2,154.99	15,000.00	15,000.00	<u>-</u>
5-0000-50399	Other Services	35.84	13,000.00	13,000.00	
5-0000-50403	Freight	33.84			
5-0000-50453	Repairs & Maint	_	<u> </u>		
5-0000-50460	Materials & Supplies	 	_		_
5-0000-50504	Telephone	44,602.94	30,000.00	32,000.00	2,000.00
5-0000-50505	Cell Phone		2,800.00	4,000.00	1,200.00
5-0000-50901	Dues & Subscriptions	4,453.38	6,000.00	6,000.00	-
5-0000-50902	Travel/Meetings	686.99	5,000.00	5,000.00	_
5-0000-50903	Employee Education	-	-	2,000.00	-
5-0000-50904	Service Charges	-	_		-
5-0000-50905	Office Expense	327.01	2,000.00	2,000.00	-
5-0000-50913	Software Licensing & Maintenance	-	12,000.00	12,000.00	-
5-0000-50999	Miscellaneous	-	-	,,	-
5-0000-51201	Leases & Rentals	-	1,500.00	1,500.00	-
5-0000-53000	Polk County Reimbursement	601,094.74	(384,720.00)	_	384,720.00

5-0000-60001	Capital Expenses	-	92,000.00	10,000.00	(82,000.00)
	TOTAL NON-DEPT (PC)	653,355.89	(218,420.00)	87,500.00	305,920.00
5-0100-00000	ADMINISTRATION (PC)	-	-		
5-0100-50102	Salaries (Admin)	6,785.28	-		-
5-0100-50104	Other Salaries & Wages - Overtime(Admin)	-	-		-
5-0100-50105	Casual Labor (Admin)	-	-		-
5-0100-50203	Pension Plan (Admin)	-	-		-
5-0100-50204	Health Insurance (Admin)	-	-		-
5-0100-50205	Life Insurance (Admin)	8,812.84	-		-
5-0100-50220	FRS Exp (ER Contr) (Admin - PC)	225,593.00	-		-
5-0100-50302	Advertising Fees (Admin)	-	-		-
5-0100-50303	Prof. & Technical Svc. (Admin)	4,213.21	5,000.00	5,000.00	-
5-0100-50304	Admin Fees - PR Support Cost (Admin)	454,088.52	429,550.00	455,800.00	26,250.00
5-0100-50305	Contract Maintenance Svc. (Admin)	-	-		-
5-0100-50399	Other Services (Admin)	-	-		-
5-0100-50400	Fuel Gasoline (ADMIN)	593.95	1,500.00	1,500.00	-
5-0100-50403	Freight (Admin)	-	-		-
5-0100-50451	R & M Admin Bldg (Admin)	268.98	5,000.00	5,000.00	-
5-0100-50453	Repairs & Maint (Admin)	-	-		-
5-0100-50460	Materials & Supplies (Admin)	-	1,000.00	1,000.00	-
5-0100-50901	Dues & Subscriptions (Admin)	373.62	2,000.00	3,000.00	1,000.00
5-0100-50902	Travel/Meetings (Admin)	-	-	·	<u> </u>
5-0100-50903	Employee Education (Admin)	-	-		-
5-0100-50904	Service Charges (Admin)	-	-		-
5-0100-50905	Office Expense (Admin)	-	-		-
5-0100-50906	Fines & Penalties (Admin)	-	-		-
5-0100-50907	Postage & Shipping (Admin)	-	4,000.00	1,000.00	(3,000.00)
5-0100-50909	Special Functions Fees (Admin)	-	-	,	-
5-0100-50911	Printing (Admin)	-	-	800.00	800.00
5-0100-50912	Service Charge Cost Recovery (Admin)	-	-		-
5-0100-50999	Miscellaneous (Admin)	-	-		-
	TOTAL ADMINISTRATION (PC)	700,729.40	448,050.00	473,100.00	25,050.00
					· · · · · · · · · · · · · · · · · · ·
5-0150-00000	FINANCE & PROCUREMENT (PC)	-	-		
5-0150-50102	Other Salaries & Wages (Fin)	186,494.86	240,810.00	286,736.00	45,926.00
5-0150-50104	Other Salaries & Wages - Overtime (Fin)	670.95	2,910.00	2,001.00	(909.00)
5-0150-50105	Casual Labor (Fin)	-	-	2,001.00	-
5-0150-50106	Payroll Cost Recovery (Fin)	-	_		_

5-0150-50200	Deferred Compensation (Fin)	-	-		-
5-0150-50201	Social Security (Fin)	13,195.93	15,110.00	17,902.00	2,792.00
5-0150-50202	Medicare (Fin)	3,133.57	3,540.00	4,187.00	647.00
5-0150-50203	Pension Plan (Fin)	17,181.25	15,190.00	23,850.00	8,660.00
5-0150-50204	Health Insurance (Fin)	48,023.37	59,100.00	67,507.00	8,407.00
5-0150-50205	Life Insurance (Fin)	677.32	620.00	797.00	177.00
5-0150-50206	Accrued Payroll Taxes (Fin)	-	-		-
5-0150-50303	Prof. & Technical Svc. (Fin)	22,449.03	17,000.00	17,000.00	-
5-0150-50305	Contract Maintenance Svc. (Fin)	4,504.58	1,000.00	4,000.00	3,000.00
5-0150-50399	Other Services (Fin)	17,912.94	-	1,200.00	1,200.00
5-0150-50400	Fuel Gasoline (Fin)	110.88	-		-
5-0150-50403	Freight (Fin)	11.06	200.00	200.00	-
5-0150-50453	Repairs & Maint (Fin)	-	-		-
5-0150-50460	Materials & Supplies (Fin)	302.19	800.00	800.00	-
5-0150-50901	Dues & Subscriptions (Fin)	-	-		-
5-0150-50902	Travel/Meetings (Fin)	679.59	6,000.00	6,000.00	-
5-0150-50903	Employee Education (Fin)	1,495.75	4,000.00	4,000.00	-
5-0150-50904	Service Charges (Fin)	-	-		-
5-0150-50905	Office Expense (Fin)	4,277.36	3,000.00	3,000.00	-
5-0150-50907	Postage & Shipping (Fin)	3,105.64	2,800.00	3,000.00	200.00
5-0150-50911	Printing (Fin)	-	-		-
5-0150-50912	Service Charge Cost Recovery (Fin)	-	-		-
5-0150-50999	Miscellaneous (Fin)	-	-		-
	TOTAL FINANCE & PROCUREMENT (PC)	324,226.27	372,080.00	442,180.00	70,100.00
5-0200-00000	INSURANCE (PC)	-	-		
5-0200-50208	Workers' Compensation	55,248.11	65,000.00	65,000.00	-
5-0200-50604	Property Coverage	-	-		
5-0200-50605	Other Corporate Insurance	-	-		
	TOTAL INSURANCE (PC)	55,248.11	65,000.00	65,000.00	-
5-0250-00000	HR & RISK (PC)	-	-		
5-0250-50214	Other Fringe Benefits (HR)	74.35	-	500.00	500.00
5-0250-50216	Driver Licenses (HR)	-	-	750.00	750.00
5-0250-50218	Relocation/Housing Allowance	-	-		-
5-0250-50220	FRS Exp (ER Contr) (HR - PC)	-	-		-
5-0250-50303	Prof. & Technical Svc. (HR)	268.74	-	4,000.00	4,000.00
5-0250-50305	Contract Maintenance Svc. (HR)	-	-	,	-
5-0250-50306	Recruitment	-	-		_

5-0250-50307	Drug Testing	1,903.42	10,720.00	11,000.00	280.00
5-0250-50308	Fingerprinting	176.00	-	2,000.00	2,000.00
5-0250-50399	Other Services (HR)	1,639.28	30,940.00	4,000.00	(26,940.00)
5-0250-50403	Freight (HR)	-	-	570.00	570.00
5-0250-50453	Repairs & Maint (HR)	-	-	1,000.00	1,000.00
5-0250-50460	Materials & Supplies (HR)	99.95	-	800.00	800.00
5-0250-50901	Dues & Subscriptions (HR)	-	-	300.00	300.00
5-0250-50902	Travel/Meetings (HR)	-	-	6,000.00	6,000.00
5-0250-50903	Employee Education (HR)	-	-	4,000.00	4,000.00
5-0250-50999	Miscellaneous (HR)	-	-		-
	TOTAL HR & RISK (PC)	4,161.74	41,660.00	34,920.00	(6,740.00)
5-0300-00000	MARKETING (PC)	-	-		
5-0300-50102	Salaries - Customer Service (Mkt)	55,859.54	58,700.00	61,252.00	2,552.00
5-0300-50104	Other Salaries & Wages - Overtime (Mkt)	-	-		-
5-0300-50105	Casual Labor (Mkt)	-	-		-
5-0300-50106	Payroll Cost Recovery (Mkt)	-	-		-
5-0300-50200	Deferred Compensation (Mkt)	-	-		-
5-0300-50201	Social Security (Mkt)	3,337.94	3,640.00	3,798.00	158.00
5-0300-50202	Medicare (Mkt)	780.57	860.00	889.00	29.00
5-0300-50203	Pension Plan (Mkt)	4,547.79	4,420.00	5,060.00	640.00
5-0300-50204	Health Insurance (Mkt)	16,814.50	16,700.00	16,411.00	(289.00)
5-0300-50205	Life Insurance (Mkt)	136.74	150.00	170.00	20.00
5-0300-50302	Advertising Fees (Mkt)	989.04	4,000.00	3,000.00	(1,000.00)
5-0300-50303	Prof. & Technical Svc. (Mkt)	124.86	10,000.00	5,000.00	(5,000.00)
5-0300-50305	Contract Maintenance Svc. (Mkt)	-	-		-
5-0300-50399	Other Services (Mkt)	598.41	-	300.00	300.00
5-0300-50400	Fuel Gasoline (Mkt)	463.39	-	2,000.00	2,000.00
5-0300-50403	Freight (Mkt)	-	-		-
5-0300-50453	Repairs & Maint (Mkt)	-	-		-
5-0300-50460	Materials & Supplies (Mkt)	120.00	100.00	500.00	400.00
5-0300-50901	Dues & Subscriptions (Mkt)	680.60	1,000.00	1,000.00	-
5-0300-50902	Travel/Meetings (Mkt)	253.32	1,800.00	1,000.00	(800.00)
5-0300-50904	Service Charges (Mkt)	-	-		-
5-0300-50905	Office Expense (Mkt)	-	-		-
5-0300-50907	Postage & Shipping (Mkt)	-	-		-
5-0300-50908	Advertising & Promotion (Mkt)	24,600.51	19,940.00	12,000.00	(7,940.00)
5-0300-50909	Special Functions Fees (Mkt)	-	-		-
5-0300-50911	Printing (Mkt)	4,361.71	8,000.00	8,000.00	-
5-0300-50912	Service Charge Cost Recovery (Mkt)	-	-		-

5-0300-50999	Miscellaneous (Mkt)	2,075.45	2,000.00	2,000.00	-
	TOTAL MARKETING (PC)	115,744.37	131,310.00	122,380.00	(8,930.00)
5-0350-00000	IT DEPT (PC)	-	-		
5-0350-50303	Prof. & Technical Svc. (IT)	15,250.00	8,700.00	43,000.00	34,300.00
5-0350-50305	Contract Maintenance Svc. (IT)	11,696.33	18,500.00	6,000.00	(12,500.00)
5-0350-50399	Other Services (IT)	-	-		-
5-0350-50400	Fuel Gasoline (IT)	14.11	-		-
5-0350-50403	Freight (IT)	-	-		-
5-0350-50453	Repairs & Maint (IT)	-	2,500.00	2,500.00	-
5-0350-50454	Repairs & Maint - Equipment (IT)	-	-		-
5-0350-50460	Materials & Supplies (IT)	3,412.59	8,000.00	8,000.00	-
5-0350-50901	Dues & Subscriptions (IT)	-	-		-
5-0350-50902	Travel/Meetings (IT)	-	9,000.00	4,000.00	(5,000.00)
5-0350-50903	Employee Education (IT)	-	-		-
5-0350-50904	Service Charges (IT)	-	-		-
5-0350-50905	Office Expense (IT)	298.51	360.00	500.00	140.00
5-0350-50907	Postage & Shipping (IT)	-	-		-
5-0350-50910	Software (IT)	11,379.70	9,550.00	10,000.00	450.00
5-0350-50911	Printing (IT)	-	-	200.00	200.00
5-0350-50912	Service Charge Cost Recovery (IT)	-	-		-
5-0350-50914	Computer Hardware (IT)	1,299.14	5,590.00	5,000.00	(590.00)
5-0350-50999	Miscellaneous (IT)	-	-		-
	TOTAL IT DEPT (PC)	43,350.38	62,200.00	79,200.00	17,000.00
	0411 0511750 (00)				
5-0400-00000	CALL CENTER (PC)	-	- 24.4.720.00	220 402 00	24 772 00
5-0400-50102	Salaries - Operations Office (CC)	254,062.28	314,720.00	339,492.00	24,772.00
5-0400-50104	Other Salaries & Wages - Overtime (CC)	10,671.62	8,970.00	7,356.00	(1,614.00)
5-0400-50201	Social Security (CC)	19,270.66	20,070.00	21,505.00	1,435.00
5-0400-50202	Medicare (CC)	4,522.24	4,700.00	5,030.00	330.00
5-0400-50203	Pension Plan (CC)	25,012.38	24,350.00	28,650.00	4,300.00
5-0400-50204	Health Insurance (CC)	94,468.05	108,930.00	99,404.00	(9,526.00)
5-0400-50205	Life Insurance (CC)	1,501.96	820.00	958.00	138.00
5-0400-50206	Accrued Payroll Taxes (CC)	-	-		-
5-0400-50207	Unemployment Compensation (CC)	-	-		-
5-0400-50303	Prof. & Technical Svc. (CC)	52,398.23	60,000.00	70,000.00	10,000.00
5-0400-50305	Contract Maintenance Svc. (CC)	-	1,000.00	1,500.00	500.00
5-0400-50399	Other Services (CC)	-	-		-

5-0400-50403	Freight (CC)	-	-		-
5-0400-50453	Repairs & Maint (CC)	-	-		-
5-0400-50454	Repairs & Maint - Equipment (CC)	-	-		-
5-0400-50460	Materials & Supplies (CC)	351.50	600.00	1,110.00	510.00
5-0400-50704	Taxes, Vehicle Licensing & Registration	-	-		-
5-0400-50901	Dues & Subscriptions (CC)	-	-		-
5-0400-50902	Travel/Meetings (CC)	112.09	3,000.00	3,000.00	-
5-0400-50903	Employee Education (CC)	-	1,000.00	1,000.00	-
5-0400-50904	Service Charges (CC)	-	-		-
5-0400-50905	Office Expense (CC)	1,043.18	2,500.00	4,000.00	1,500.00
5-0400-50907	Postage & Shipping (CC)	-	-		-
5-0400-50911	Printing (CC)	-	-		-
5-0400-50999	Miscellaneous (CC)	-	-		-
	Fuel (CC)			300.00	300.00
	TOTAL CALL CENTER (PC)	463,414.19	550,660.00	583,305.00	32,645.00
5-0450-00000	OP'S - FIXED ROUTE (PC)	-	-		
5-0450-50101	Salaries - Operators (FR)	590,807.31	766,760.00	840,133.00	73,373.00
5-0450-50103	Operators - Overtime (FR)	39,323.48	69,010.00	68,086.00	(924.00)
5-0450-50201	Social Security (FR)	39,789.37	51,820.00	56,310.00	4,490.00
5-0450-50202	Medicare (FR)	8,812.38	12,120.00	13,170.00	1,050.00
5-0450-50203	Pension Plan (FR)	48,863.05	62,850.00	75,019.00	12,169.00
5-0450-50204	Health Insurance (FR)	235,494.09	294,830.00	302,235.00	7,405.00
5-0450-50205	Life Insurance (FR)	3,266.32	2,110.00	2,507.00	397.00
5-0450-50206	Accrued Payroll Taxes (FR)	-	-		-
5-0450-50207	Unemployment Compensation (FR)	-	-		-
5-0450-50208	Workers' Compensation (FR)	-	-		-
5-0450-50213	Uniforms (FR)	3,608.69	6,000.00	6,000.00	-
5-0450-50214	Other Fringe Benefits (FR)	-	-		-
5-0450-50215	Uniforms (No Federal Funds) (FR)	-	-		-
5-0450-50303	Prof. & Technical Svc. (FR)	15,301.38	32,000.00	50,000.00	18,000.00
5-0450-50305	Contract Maintenance Svc. (FR)	-	-	74,000.00	74,000.00
5-0450-50399	Other Services (FR)	523,668.53	594,000.00	594,000.00	-
5-0450-50400	Fuel Gasoline (FR)	16,518.07	-	30,000.00	30,000.00
5-0450-50401	Fuel Diesel (FR)	142,296.82	184,000.00	184,000.00	-
5-0450-50402	Tires & Tubes (FR)	717.46	10,000.00	10,000.00	-
5-0450-50454	Repairs & Maint - Equipment (FR)	-	-		-
5-0450-50455	Repairs & Maint - Buses (FR)	-	-		-
5-0450-50456	Repairs & Maint - Tires (FR)	-	-		-
5-0450-50460	Materials & Supplies (FR)	-	1,000.00	1,000.00	

5-0450-50903	Employee Education (FR)	-	-	3,000.00	3,000.00
5-0450-50904	Service Charges (FR)	-	-		-
5-0450-50905	Office Expense (FR)	906.09	3,500.00	3,500.00	-
5-0450-50907	Postage & Shipping (FR)	-	-		-
5-0450-50911	Printing (FR)	2,016.44	-		-
5-0450-50912	Service Charge Cost Recovery (FR)	-	-		-
5-0450-50999	Miscellaneous (FR)	600.00	1,000.00	6,000.00	5,000.00
	TOTAL OP'S - FIXED ROUTE (PC)	1,671,989.48	2,091,000.00	2,318,960.00	227,960.00
5-0475-00000	OP'S - TRANSPORTATION DISADVANTAGED (PC)	-	-		
5-0475-50999	Miscellaneous (TD)	121,089.84	137,820.00	144,500.00	6,680.00
	TOTAL OP'S - TRANSPORTATION DISADVANTAGED	121,089.84	137,820.00	144,500.00	6,680.00
E 0500 00000	OD'S DADATRANSIT (DC)				
5-0500-00000 5-0500-50101	OP'S - PARATRANSIT (PC) Salaries - Operators (PT)	202 570 41	400 040 00	612,245.00	202 205 00
	Operators - Overtime (PT)	383,578.41	409,940.00	· ·	202,305.00
5-0500-50103 5-0500-50105	Casual Labor (PT)	35,725.79	36,900.00	40,695.00	3,795.00
5-0500-50106	Payroll Cost Recovery (PT)	-	-		_
5-0500-50200	Deferred Compensation (PT)	-	_		
5-0500-50200	Social Security (PT)	26,625.48	27,710.00	40,483.00	12,773.00
5-0500-50202	Medicare (PT)	6,719.48	6,480.00	9,468.00	2,988.00
5-0500-50203	Pension Plan (PT)	36,388.09	33,610.00	53,933.00	20,323.00
5-0500-50204	Health Insurance (PT)	150,882.51	158,690.00	188,906.00	30,216.00
5-0500-50205	Life Insurance (PT)	1,883.78	1,130.00	1,803.00	673.00
5-0500-50206	Accrued Payroll Taxes (PT)	-	-		-
5-0500-50207	Unemployment Compensation (PT)	-	-		-
5-0500-50213	Uniforms (PT)	3,814.72	3,000.00	3,000.00	-
5-0500-50214	Other Fringe Benefits (PT)	-	-	·	-
5-0500-50215	Uniforms (No Federal Funds) (PT)	-	-		-
5-0500-50302	Advertising Fees (PT)	-	-	2,000.00	2,000.00
5-0500-50303	Prof. & Technical Svc. (PT)	-	-		-
5-0500-50305	Contract Maintenance Svc. (PT)	3,966.91	5,000.00	3,500.00	(1,500.00)
5-0500-50399	Other Services (PT)	-	5,000.00	2,000.00	(3,000.00)
5-0500-50400	Fuel Gasoline (PT)	90,529.25	4,000.00	75,000.00	71,000.00
5-0500-50401	Fuel Diesel (PT)	12,338.41	115,000.00	40,000.00	(75,000.00)
5-0500-50402	Tires & Tubes (PT)	-	-		
5-0500-50453	Repairs & Maint (PT)	-	-		-
5-0500-50454	Repairs & Maint - Equipment (PT)	-	-		-
5-0500-50455	Repairs & Maint - Buses (PT)	-	-		-

5-0500-50456	Repairs & Maint - Tires (PT)	-	-		-
5-0500-50460	Materials & Supplies (PT)	63.14	1,000.00	2,000.00	1,000.00
5-0500-50462	Materials & Supplies - Core Charges (PT)	-	-		-
5-0500-50901	Dues & Subscriptions (PT)	-	-		-
5-0500-50902	Travel/Meetings (PT)	-	5,000.00	7,000.00	2,000.00
5-0500-50903	Employee Education (PT)	-	2,000.00	8,000.00	6,000.00
5-0500-50904	Service Charges (PT)	-	-	·	-
5-0500-50905	Office Expense (PT)	207.39	3,000.00	1,000.00	(2,000.00)
5-0500-50907	Postage & Shipping (PT)	-	-	·	-
5-0500-50911	Printing (PT)	-	-		-
5-0500-50912	Service Charge Cost Recovery (PT)	-	-		-
5-0500-50999	Miscellaneous (PT)	-	1,000.00	1,000.00	-
	TOTAL OP'S - PARATRANSIT (PC)	752,723.36	818,460.00	1,092,033.00	273,573.00
5-0550-00000	OP'S - SUPPORT SERVICES (PC)	-	-		
5-0550-50102	Salaries - Operations (Supp)	197,406.76	276,870.00	297,816.00	20,946.00
5-0550-50104	Other Salaries & Wages - Overtime (Supp)	2,820.58	2,980.00	1,674.00	(1,306.00)
5-0550-50201	Social Security (Supp)	16,287.02	17,360.00	18,569.00	1,209.00
5-0550-50202	Medicare (Supp)	3,828.36	4,060.00	4,343.00	283.00
5-0550-50203	Pension Plan (Supp)	21,016.74	21,050.00	24,738.00	3,688.00
5-0550-50204	Health Insurance (Supp)	64,643.64	81,640.00	63,184.00	(18,456.00)
5-0550-50205	Life Insurance (Supp)	820.39	710.00	827.00	117.00
5-0550-50206	Accrued Payroll Taxes (Supp)	-	-		-
5-0550-50207	Unemployment Compensation (Supp)	-	-		-
5-0550-50213	Uniforms (Supp)	570.70	5,000.00	5,000.00	-
5-0550-50214	Other Fringe Benefits (Supp)	-	-		-
5-0550-50215	Uniforms (No Federal Funds) (Supp)	-	-	2,000.00	2,000.00
5-0550-50303	Prof. & Technical Svc. (Supp)	-	-		-
5-0550-50305	Contract Maintenance Svc. (Supp)	-	-		-
5-0550-50399	Other Services (Supp)	-	-		-
5-0550-50400	Fuel Gasoline (Supp)	8,681.32	16,000.00	16,000.00	-
5-0550-50401	Fuel Diesel (Supp)	-	-		-
5-0550-50453	Repairs & Maint (Supp)	-	-	2,000.00	2,000.00
5-0550-50454	Repairs & Maint - Equipment (Supp)	-	-		-
5-0550-50460	Materials & Supplies (Supp)	682.01	1,000.00	1,000.00	-
5-0550-50704	Taxes, Vehicle Licensing & Registration		-		-
5-0550-50902	Travel/Meetings (Supp)	-	-		
5-0550-50905	Office Expense (Supp)	-	-		-
5-0550-50907	Postage & Shipping (Supp)	-	-		-
5-0550-50911	Printing (Supp)	-	-		-

5-0550-50999	Miscellaneous (Supp)	-	-		-
	TOTAL OP'S - SUPPORT SERVICES (PC)	316,757.52	426,670.00	437,151.00	10,481.00
5-0600-00000	OP'S - SAFETY & SECURITY (PC)	-	-		
5-0600-50102	Other Salaries & Wages (S&S)	38,076.86	55,220.00	57,685.00	2,465.00
5-0600-50104	Other Salaries & Wages (S&S) Other Salaries & Wages - Overtime (S&S)	-	-	-	2,405.00
5-0600-50201	Social Security (S&S)	2,348.68	3,430.00	3,577.00	147.00
5-0600-50202	Medicare (S&S)	549.25	800.00	837.00	37.00
5-0600-50203	Pension Plan (S&S)	2,921.49	4,160.00	4,765.00	605.00
5-0600-50204	Health Insurance (S&S)	6,532.75	12,350.00	10,565.00	(1,785.00)
5-0600-50204	Life Insurance (S&S)	104.46	180.00	160.00	(20.00)
5-0600-50205	Accrued Payroll Taxes (S&S)	104.40	180.00	100.00	(20.00)
5-0600-50302	Advertising Fees (S&S)	-	-		-
5-0600-50302	Prof. & Technical Svc. (S&S)	6,831.06	12,540.00	10,000.00	(2,540.00)
5-0600-50305	Contract Maintenance Svc. (S&S)	0,831.00	12,340.00	10,000.00	10,000.00
5-0600-50399	Other Services (S&S)	-	-	5,000.00	5,000.00
5-0600-50399	Fuel Gasoline (S&S)	683.31	-	· · · · · · · · · · · · · · · · · · ·	·
	` '	065.51	-	1,000.00	1,000.00
5-0600-50452 5-0600-50453	R & M Terminal (S&S)	-	21 220 00		(21 220 00)
	Repairs & Maint (S&S)	-	21,320.00		(21,320.00)
5-0600-50454	Repairs & Maint - Equipment (S&S)		2 000 00	2 000 00	-
5-0600-50460	Materials & Supplies (S&S)	888.98	2,000.00	2,000.00	-
5-0600-50461	Misc Shop Supplies (S&S)	-	-	F00.00	-
5-0600-50901	Dues & Subscriptions (S&S)	-	-	500.00	500.00
5-0600-50904	Service Charges (S&S)	-	-		-
5-0600-50905	Office Expense - Overhead (S&S)	67.46	-	100.00	-
5-0600-50907	Postage & Shipping (S&S)	-	-	100.00	100.00
5-0600-50911	Printing (S&S)	-	-	100.00	-
5-0600-50999	Miscellaneous (S&S)	-	-	100.00	100.00
	Travel & Training (S&S)	50.004.30	442.000.00	4,000.00	4,000.00
	TOTAL OP'S - SAFETY & SECURITY (PC)	59,004.30	112,000.00	110,289.00	(1,711.00)
5-0650-00000	FLEET MAINTENANCE (PC)	-	-		
5-0650-50102	Salaries (FltM)	32,010.14	121,700.00	116,103.00	(5,597.00)
5-0650-50104	Other Salaries & Wages - Overtime (FltM)	837.66	14,600.00	13,201.00	(1,399.00)
5-0650-50105	Casual Labor (FltM)	-	-		-
5-0650-50106	Payroll Cost Recovery (FltM)	-	-		-
5-0650-50200	Deferred Compensation (FltM)	-	-		-
5-0650-50201	Social Security (FItM)	2,333.61	8,450.00	8,017.00	(433.00)
5-0650-50202	Medicare (FltM)	545.75	1,980.00	1,875.00	(105.00)
5-0650-50203	Pension Plan (FltM)	3,167.90	10,250.00	10,681.00	431.00
5-0650-50204	Health Insurance (FltM)	12,229.58	42,560.00	36,742.00	(5,818.00)

5-0650-50205	Life Insurance (FltM)	169.02	340.00	357.00	17.00
5-0650-50303	Prof. & Technical Svc. (FltM)	13,832.10	-		-
5-0650-50305	Contract Maintenance Svc. (FltM)	211.14	1,000.00	6,000.00	5,000.00
5-0650-50399	Other Services (FltM)	6,567.19	2,000.00	2,000.00	-
5-0650-50400	Fuel Gasoline (FltM)	165.72	-	-	-
5-0650-50401	Fuel Diesel (FltM)	-	2,000.00	2,000.00	-
5-0650-50402	Tires & Tubes (FltM)	217.70	2,000.00	2,000.00	-
5-0650-50403	Freight (FltM)	35.00	-	100.00	100.00
5-0650-50404	Batteries (FltM)	593.14	-		-
5-0650-50405	Lubricants (FltM)	-	-		-
5-0650-50406	Fuel Tax Refund (FltM)	-	-		-
5-0650-50407	Fuel Purchase Discount (FltM)	-	-		-
5-0650-50452	R & M Terminal (FltM)	-	-		-
5-0650-50453	Repairs & Maint (FltM)	1,696.98	-		-
5-0650-50454	Repairs & Maint - Equipment (FltM)	-	-		-
5-0650-50455	Repairs & Maint - Buses (FltM)	230,763.54	220,000.00	220,000.00	-
5-0650-50456	Repairs & Maint - Tires (FltM)	-	-	·	-
5-0650-50460	Materials & Supplies (FltM)	-	10,000.00	10,000.00	-
5-0650-50461	Misc Shop Supplies (FltM)	24.00	-		-
5-0650-50462	Materials & Supplies - Core Charges (Flt	-	-		-
5-0650-50463	**DNU** Insurance Reimb - Bus Repairs	-	-		-
5-0650-50465	Service / Inventory Parts (FltM)	675.22	10,000.00		(10,000.00)
5-0650-50901	Dues & Subscriptions (FltM)	-	-		-
5-0650-50905	Office Expense (FltM)	-	-		-
5-0650-50907	Postage & Shipping (FltM)	-	-		-
5-0650-50911	Printing (FltM)	-	-		-
	TOTAL FLEET MAINTENANCE (PC)	306,075.39	446,880.00	429,076.00	(17,804.00)
5-0700-00000	FACILITIES MAINTENANCE (PC)	-	-		
5-0700-50303	Prof. & Technical Svc. (FacM)	43,566.80	-	1,000.00	1,000.00
5-0700-50305	Contract Maintenance Svc. (FacM)	4,964.04	60,000.00	6,000.00	(54,000.00)
5-0700-50399	Other Services (FacM)	-	-	26,000.00	26,000.00
5-0700-50400	Fuel Gasoline (FacM)	323.01	800.00	800.00	-
5-0700-50403	Freight (FacM)	-	-		-
5-0700-50451	R & M Admin Bldg (FacM)	-	-		-
5-0700-50452	R & M Terminal (FacM)	-	5,000.00	5,000.00	-
5-0700-50453	Repairs & Maint (FacM)	8,549.79	25,000.00	25,000.00	-
5-0700-50454	Repairs & Maint - Equipment (FacM)	-	2,000.00	2,000.00	-
5-0700-50460	Materials & Supplies (FacM)	4,910.07	5,000.00	5,000.00	-
5-0700-50461	Misc Shop Supplies (FacM)	-	1,000.00	1,000.00	-

	Total PCTS	5,672,169.02	5,614,170.00	6,522,394.00	908,224.00
	TOTAL FACILITIES MAINTENANCE (PC)	84,298.78	128,800.00	102,800.00	(26,000.00)
5-0700-50999	Miscellaneous (FacM)	-	-	500.00	500.00
5-0700-50911	Printing (FacM)	-	-		-
5-0700-50907	Postage & Shipping (FacM)	-	-		-
5-0700-50905	Office Expense (FacM)	-	-		-
5-0700-50901	Dues & Subscriptions (FacM)	-	-		-
5-0700-50505	Utilities (Solid Waste) (FacM)	8,384.34	12,000.00	12,000.00	-
5-0700-50504	Telephone (FacM)	-	-	500.00	500.00
5-0700-50503	Utilities (Water) (FacM)	2,847.02	6,000.00	6,000.00	-
5-0700-50502	Utilities (Electric) (FacM)	10,753.71	12,000.00	12,000.00	-

3,973,664.00 2,548,730.00 6,522,394.00

Polk County Payments to LAMTD FY 2018-19

No	Date	Total	Grants Match	9-30-17 Carry Over	Carry Over Operations	Carry Over Capital
1	October 12, 2018	\$1,148,353	\$980,352	\$168,002	\$39,189	\$128,813
2	January 11, 2019	382,785	326,784	56,001	13,063	42,938
3	April 12, 2019	382,785	326,784	56,001	13,063	42,938
4	July 12, 2019	382,785	326,784	56,000	13,063	42,937
Total		\$2,296,708	\$1,960,704	\$336,004	\$76,378	\$257,626

- (1) The Polk County payment is 50% on 10/12/2018 and the Balance in 3 payments on 1/11/2019, 4/12/2019 and 7/12/2019.
- (2) The County Payment for 9/30/2018 carry over is based on the same format with \$76,378 applied to Operations and the \$257,626 designated for Capital related expenses a total of \$334,004.
- (3) The Proposed Budget assumes Grant Match of \$1,960,700 and subsidy to balance the Budget for \$58,443, Grand Total of \$2,037,078.
- (4) The County elected to fund the \$2,037,078 with Grants Match of \$1,968,700 and \$76,378 from the 9/30/17 carry over.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 6a

Agenda Item: Agreement between the Lakeland Area Mass Transit

District and Polk County for Transit Services

Presenter: Tim Darby

Recommended

Action: Request Board approve the Interlocal Agreement with

LAMTD and Polk County providing County wide transit

service.

Summary: The Board approved an agreement with Lakeland Area

Mass Transit District (LAMTD) for FY 15/16 to consolidate and transition the operation and management of all transit services to LAMTD. The County and LAMTD continued to work toward the full consolidation of transit services during FY 16/17 and FY 17/18. This new Agreement provides LAMTD with matching funds for these grants. This allows continued transit services throughout Polk County. LAMTD will be provided \$1,148,353 (one-half) of the total funding on October 12, 2018 with the remainder to be paid in three equal installments of \$382,785 on January 11, 2019, April 12,

2019, and July 12, 2019.

Attachments: Agreement

INTERLOCAL AGREEMENT FOR COUNTYWIDE TRANSIT SYSTEM

This Interlocal Agreement ("this Agreement") is made and entered into, as of the _____ day of ______, 2018, by and between Polk County, a political subdivision of the State of Florida (the "County"), and the Lakeland Area Mass Transit District, an independent special district (the "District").

WITNESSETH:

WHEREAS, the Polk Transit Authority was created under Chapter 2007-275, Laws of Florida, with the stated purpose to provide for the consolidation of transit services in Polk County and to provide for the transition to a countywide transit system; and

WHEREAS, the District is a public transportation operator in the Lakeland Urbanized Area and elsewhere in Polk County; and

WHEREAS, the County desires that the District operate and manage all transit services in Polk County; and

WHEREAS, the District has the power to contract with federal, state, and local governmental agencies, private companies, and individuals concerning the establishment, operation, and maintenance of public mass transportation systems; and

WHEREAS, the District and the County previously entered into an Interlocal Agreement for the transition of the operation and management of all transit services from the County to the District; and

WHEREAS, the County has successfully transferred all beneficial interest in any and all transit grants it previously received to the District, as the new beneficiary; and

WHEREAS, the District and the County now desire to enter into a new agreement for the provision of the same services by the District for all transit services in Polk County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Management and Operation of Transit Services</u>. The District shall manage and operate transit routes within Polk County, Florida pursuant to the routes, service hours, frequency, miles and vehicle assignments the District determines (the "Services").

- 3. County Funding for Management and Operation of Transit Services. The County agrees to pay the District an amount not to exceed \$\$2,296,708 as further specified in Attachment A, attached hereto and incorporated herein by reference, by Match Required for WHAT. This includes \$336,004; which was not spent by the District in FY 16/17 and returned to Polk County in FY 17/18. The Polk County Board of County Commissioners approved carrying this forward and sending this back to the District in FY 18/19. The \$336,004 is to be used to cover \$76,378 of the annual Polk County contribution and the rest will help cover capital expenses. The schedule of payments will be as follows: one-half, in the amount of \$\$1,148,353, will be paid October 12, 2018, with the remainder to be paid in three equal installments of \$382,785 each on January 11, 2019, April 12, 2019, and July 12, 2019.
- 4. County Oversight. The District shall make financial records available to the County staff for review upon reasonable request by the County. The County may also conduct site visits and interview District staff to confirm the County funds are being used in accordance with this Agreement. In all cases, internal control measures must be in place to provide reasonable assurance that the financial records are accurate. In the event the total actual audited expenses for the year are less than the projected matching expenses, District shall refund to the County the difference between the projected matching expenses and the actual matching expenses within thirty (30) days after the completion of the annual audited financial statements, but not later than June 30. Likewise, if the actual matching expenses are greater than the projected expenses, the County shall reimburse the District the additional expenses within 30 days of submitting the Audited Financial Statements to the County. The District will advise the County as soon as the District becomes aware of any anticipated increase in expenses over and above the grant's match funding. In addition, the appropriate staff members from the District shall attend all District One Florida Department of Transportation grant-related trainings for all funding related to transportation.

5. Funding Emergency

District and County agree that in the event federal or state funds are temporarily or permanently unavailable the District shall fund the operations within the District boundaries and the County may, in its sole discretion, fund all operations outside of the District's territory.

6. New or Increased Grant Opportunities. District shall use all reasonable efforts to seek transit grants and other funding opportunities, including but not limited to capital funding sources for

buses and facilities. District agrees to seek and obtain approval from County prior to the application for any new transit grants or additional funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the grant application.

- 7. <u>Insurance Requirements</u>. The District shall maintain at all times during the term of this contract, the following insurance policies, with an insurance company(ies) that has (have) a minimum rating of A VIII by A.M. Best, and that is (are) authorized to do business in the State of Florida.
 - a. Such insurance policies shall insure the District against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the District under the terms and provisions of the contract.
 - i. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc.).
 - ii. Employers Liability insurance with the following minimum limits and coverage:

Each Accident \$1,000,000
 Disease-Each Employee \$1,000,000
 Disease-Policy Limit \$1,000,000

iii. General Liability insurance, without restrictive endorsements, with the following minimum limits and coverage:

1. Each Occurrence/General Aggregate \$1,000,000 / 2,000,000

Products-Completed Operations
 Personal & Advertising Injury
 Fire Damage
 Medical Expense
 \$2,000,000
 \$1,000,000
 \$50,000
 \$5,000

- iv. Auto Liability insurance, including owned, non-owned, and hired autos, including Pollution Liability due to accident or overturn, with the following minimum limits:
 - 1. Combined Single Limit \$1,000,000
- v. Auto Physical Damage insurance based upon the replacement cost, or other valuation basis to which the County has agreed, of each vehicle. The County shall be listed as a loss payee as response auto physical damage insurance for the County's vehicles that are subject of this contract.
- vi. Pollution Liability covering fuel handling and operations, both on and off any scheduled premises. With the following minimum limits:

Per Pollution Event \$1,000,000
 Annual Aggregate \$2,000,000

b. All policies shall have no greater than a \$25,000 deductible or self-insured retention, without approval of the County.

- c. Polk County, a political subdivision of the State of Florida, shall be named as an additional insured on the General Liability, Auto Liability, and Pollution Legal Liability insurance policies.
- d. The General Liability, Auto Liability, Workers' Compensation, and Pollution Liability policies shall contain a waiver of subrogation provision in favor of the County, shall be primary and noncontributory to any insurance that may be available to the County, and shall include a cross Liability or Severability of Interests provision.
- e. The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance.
- f. If it is not possible for the District to certify compliance on the certificate of insurance with all of the above requirements, then the District shall provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions. The County has the right the request copies of the policies and review all policies prior to the inception of this contract.
- g. Certificate(s) of Insurance shall be issued to: Polk County, C/O Risk Management, P.O. Box 9005, Drawer AS06, Bartow, FL 33830.
- h. The District shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the District evidencing coverage and limits in accordance with the District's requirements.
- i. All deductibles and self-insured retentions shall be shown on the Certificate(s) of Insurance. The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the District and/or subcontractor providing such insurance.
- j. Neither approval, nor failure to disapprove insurance provided by the District shall relieve the District from liability. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract.
- 8. <u>Term.</u> The term of this Agreement shall be October 1, 2018, through September 30, 2019. It is the intent of the Parties that this Agreement will be renewed each year based on the County's Board-approved budget.

- 9. <u>Termination</u>. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, in whole or in part, by either party, upon written notice given at least thirty (30) days in advance of the effective date of termination, subject to compliance with FTA and FDOT requirements
- 10. <u>Interlocal Agreement</u>. This Agreement shall be deemed to be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969 and shall become effective upon being filed with the Clerk of the Circuit Court of Polk County, Florida.
- 11. <u>Attorney's Fees and Expenses</u>. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorney's fees, costs, and expenses, including any paralegal's fees and any fees and expenses in connection with any appellate proceedings.
- 12. No Personal Liability. No provision, representation, covenant, or agreement contained in this Agreement, or any obligation herein or therein imposed upon the County or the District, or the breach thereof, shall constitute or give rise to or impose any personal liability upon any officer or employee of the County or the District.
- 13. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connections with the subject matter hereof, except as specifically set forth herein.
- 14. Amendments, Assignments, and Waivers. No amendment, supplement, modification, assignment, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification, assignment, or waiver of this Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida
- 15. County and District agree that both parties shall comply with Florida's public records law to specifically include the following:

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 County does not transfer the

records to the public agency.

d. Upon completion of the agreement, transfer, at no cost to the public agency all public

records in possession of County or maintain public records required by the public agency to

perform the service. If County transfers all public records to the public agency upon

completion of the contract, County shall destroy any duplicate public records upon

completion of the agreement, County shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the public agency,

upon request from the public agency's custodian of public records, in a format that is

compatible with the information technology systems of the public agency.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE

CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308,

SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD,

LAKELAND, FLORIDA 33815.

16. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given

and shall be deemed given when hand delivered or mailed by registered or certified mail,

postage prepaid, to the parties at the following addresses:

COUNTY:

Polk County

Attn: County Manager

P.O. Box 9005, Drawer CA01

330 W. Church Street

Bartow, Florida 33830-9005

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DISTRICT: Lakeland Area Mass Transit District

Attn: Tom Phillips, Executive Director

1212 George Jenkins Boulevard

Lakeland, Florida 33815

Either of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent. Any notice shall be deemed given on the date such notice is to be delivered by hand or

facsimile transmission or three days after the date mailed.

17. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are

declared severable.

18. <u>Rights Cumulative</u>. All rights, powers, and remedies of the County and the District hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and

remedies given to the County or the District by law.

19. <u>Controlling Law and Venue</u>. This Agreement shall be construed and interpreted under the laws of the State of Florida. Any suit brought to enforce this Agreement shall be in the state courts in

and for Polk County, Florida.

20. <u>Parties in Interest</u>. This Agreement shall insure to the benefit of the County and the District. It is

not the purpose of this Agreement to render any other party a third party beneficiary hereof.

21. Limits of Liability. Nothing contained herein shall operate or be construed as a waiver of the

Districts or the County's limit of liability as set forth in §768.28 of the Florida Statutes

regardless of whether such claims are based in tort, contract, statute, strict liability, and

negligence, product liability or otherwise.

22. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated by

reference into the body of this Agreement as if set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly

authorized officers on the date specified below.

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POLK COUNTY, a political subdivision of the State of Florida	LAKELAND AREA MASS TRANSIT DISTRICT, an independent special district
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
ATTEST: Stacy M. Butterfield, Clerk	Witness:
By:	Printed Name:
Deputy Clerk	Witness:
Reviewed as to form and legal sufficiency:	Printed Name:
County Attorney's Office	
•	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 6b

Agenda Item: Agreement between the Lakeland Area Mass Transit

District and the Board of County Commissioners to

transfer Winter Haven Terminal

Presenter: Tim Darby

Recommended

Action: TBD

Summary: A new agreement with the Polk County Board of County

Commissioners to transfer ownership of the Winter

Haven terminal.

Attachments: Agreement

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM# 6c

Agenda Item: **Performance Review for Tom Phillips**

Presenter: Tim Darby

Recommended

Action: Accept

Summary: A summary of performance for the Executive Director

from FY 17-18.

Attachments: Performance review

LAKELAND AREA MASS TRANSIT DISTRICT

Executive Director Performance Evaluation

Board Members: John Hall, William Mutz, Phillip Walker, George Lindsey, and Michael Dunn

Facilitator: Timothy B. Darby - Attorney for the District

PERFORMANCE AREA		Mutz	Walker	Lindsey	Dunn
Organizational Management		4	5	5	5
Fiscal Management	5	5	5	4	5
Asset Management	5	5	4	4	4
Program Development	5	5	4	5	5
Relationship with Board	5	5	4	5	5
Community Relations	5	5	4	5	5
Interagency Relations	5	4	5	5	5
Professional and Personal Skills	5	5	5	5	5
Average:	5	4.75	4.5	4.75	4.875

Eight areas of performance were identified to be evaluated. Each board member was asked to rate Tom Phillips and comment on each area.

1. Organizational Management

Anticipating change; planning; selecting qualified people; fostering morale and productivity; organizing people and work; achieving and measuring results.

Average Rating: 4.8

- This is the area in our Executive Director's world that requires the most attention and provides the greatest challenges. Moving morale to a solution-based "it is me and us" not their or you will come with time.
- Holds himself to high standards and expects other to do so also.
- *I do believe Tom does a good job of keeping his finger on the pulse of this organization.*
- Tom has selected a very diverse professional staff each with a different skill set that augments the overall mission of the Lakeland Area Mass Transit District. He not only measures the organizations results but also keeps the Board of Directors informed about what is happening.
- As a result of handling a particular situation involving an EEOC complaint, there was a positive outcome which indicates fostering the best for morale within the organization.

2. Fiscal Management

Preparing and adhering to budget; timely, understandable financial reporting; justifying major expenditures; fostering cost-effective operations; billing and collecting for transit services.

Average Rating: 4.8

- Tom is truly mastering the art of working within his means.
- Excellent work is being done here.
- Good outcomes as a result of the recent audit as supported by state reporting.
- Tom and the staff present budget updates to the Board on a monthly basis. He is always prepared to answer any questions.
- Not his personal strength but surrounds himself with people who have this strength

3. Asset Management

Overseeing appearance and condition of transit-owned buildings, vehicles and other facilities and equipment; supporting new technology in regard to transit services.

Average Rating: 4.4

- Not his personal strength but surrounds himself with people who have this strength.
- Tom has made significant improvement to the Districts capital assets. This is evidenced by the decrease in the rolling stock age and the new building for meetings/training.
- Patching, implementing and sophisticating is done extraordinarily well by Tom and Team!
- Overall Tom is doing a good job in this area but I have noticed some stops and the terminal in need of attention at times.

4. Program Development

Designing and implementing programs to carry out policy directives; following through on issues and initiatives; phasing out programs when not needed.

Average Rating: 4.8

- Program initiatives to better transportation needs continues to be priority.
- Tom through his work and through direction to his staff is constantly searching for ways to expand and improve services. Tom is forthright enough to make recommendation to either expand service or eliminate service when required.
- Yes, proactive instead of reactive.
- Great work is done here in both listening as well as in allowing, appropriately, the numbers to play the music!
- Tom is utilizing excellent outside the box thinking to overcome issues.

5. Relationships with the Governing Body

Forthrightly, openly communicating with members of governing body; promptly responding to requests; providing clear, concise materials, reports and presentations to the members.

Average Rating: 4.8

- Superbly done! Extraordinary follow through.
- His relationship with the Board is excellent and he does not hesitate to call us during the day should any situation arise that he thinks we need to be aware of to answer questions should we be called.
- Tom has always had a very open dialogue with myself.
- Has established "no-nonsense" business approach to service expectations.
- Receives updates promptly providing open communication with clear direction.

6. Community Relations

Timely, credible contacts with the media; ensuring transit employees are helpful and courteous; cooperating with citizen and business groups involved in improving the transit program; responding to citizen complaints and requests.

Average Rating: 4.8

- Between Tom and Erin I think an excellent job is being done in this area.
- Seen an increase to ensure media and other community resources are provided adequate information as needed.
- Excellent work on this in the past 12 months.
- Quick to respond to complaints, crisis, challenges to control the narrative.
- As already stated Tom does an excellent job of communicating with all stakeholders; he will gladly meet with any group to discuss transit in Polk County. When meeting with groups he is honest about what our transit services are and where they will need to be in the future as our population grows.

7. Interagency Relations

Exercising leadership, cooperating, and coordinating with officials of surrounding transit districts and with City, County and State officials; keeping aware of plans of other jurisdictions that may affect the Citrus Connection.

Average Rating: 4.8

- We need to enhance the way other departments interactions occur and the enthusiasm they have for the clients being served. Perhaps an annual "Thank you" lunch function at Citrus Connection with a Power Point/videos of how lives were changed could enhance this.
- Tom stays abreast of what is happening in the transit industry and will recommend implementation at LAMTD if it will enhance our service. He and his staff are constantly searching for grants to improve service which means that he has to stay in touch with officials at all levels.
- We are being updated about the world outside Polk County on a regular basis.
- Stays engaged with others.

8. Professional and Personal Skills

Continuing education to broaden skills; displaying decisiveness, flexibility and ability to handle crises; assertiveness in advancing the transit district's interests; interpersonal skills.

Average Rating: 5

COMMENTS:

- Yes proactive instead of reactive and stays engaged with others.
- Professional skills exemplified throughout the district advancing the course of transportation for our citizens.
- Excellently and consistently performed.
- Tom understand this industry and as such is able to make quick decisions regarding issues that face the District. He is assertive but not to the point of alienating his staff.
- Tom has had a number of crises under his watch and has come out on top every time.

ADDITIONAL COMMENTS:

• I have given Tom all fives as that is what I believe he deserves on this evaluation; however, I would also caution not to rest on current laurels but continue to seek ways to improve Polk's transit services as we close in on a population of one million citizens. Because of our growth rate, local governments will not be able to keep pace with road construction and/or improvements to accommodate the increased traffic, so eventually, our citizens will by necessity have to consider transit services.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 6d

Agenda Item: Board dates for the Lakeland Area Mass Transit

District for FY 18-19

Presenter: Tim Darby

Recommended

Action: Accept

Summary: Maintaining the previous year of meetings to be held on the 2nd Wednesday of the month.

Date	Time	Place
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
10-Oct	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
14-Nov	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
12-Dec	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
9-Jan	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
13-Feb	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
13-Mar	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
10-Apr	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
8-May	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
12-Jun	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
10-Jul	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
14-Aug	AM	FL
	8:30	1212 George Jenkins Blvd, Hollingsworth Room, Lakeland,
11-Sep	AM	FL

LAKELAND AREA MASS TRANSIT DISTRICT

RESOLUTION NO. 18-08

A RESOLUTION RELATING TO AMENDED SCHEDULE OF REGULAR MEETINGS; AMENDING THE SCHEDULE OF REGULAR MEETINGS FOR THE 2018-2019 FISCAL YEAR; AUTHORIZING AND DIRECTING THE CHAIRMAN TO FILE THE AMENDED SCHEDULE WITH THE LOCAL GOVERNING AUTHORITY AND TO PUBLISH THE AMENDED SCHEDULE AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Pursuant to Section 189.417, Florida Statutes, there is hereby adopted an amended schedule of regular meetings of the Lakeland Area Mass Transit District for the fiscal year commencing October 1, 2018, as follows:

AMENDED SCHEDULE OF REGULAR MEETINGS

<u>DATE</u>	<u>TIME</u>	<u>PLACE</u>
October 10, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
November 14, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
December 12, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
January 9, 2019	8:00 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
February 13, 2019	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
March 13, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
April 10, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
May 8, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
June 12, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
July 10, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
August 14, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL
September 12, 2018	8:30 a.m.	1212 George Jenkins Blvd., Hollingsworth Room,
		Lakeland, FL

SECTION 2. The Chairman of the District, or such other person or persons designated by the governing body, is hereby authorized and directed to file the above Amended Schedule of

Regular Meetings with Stacy M. Butterfield, Clerk of the Board of County Commissioners, Bartow, Florida, and to publish the schedule as required by law.
SECTION 3. This resolution shall take effect
PASSED AND CERTIFIED AS TO PASSAGE this day of, A.D., 2018.
LAKELAND AREA MASS TRANSIT DISTRICT
BY:
Chairman
ATTEST BY:
Secretary
APPROVED AS TO FORM AND CORRECTNESS:
Attorney for District

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

Date: SEPTEMBER 12, 2018 AGENDA ITEM 6e

Bus Service Agreements between the Lakeland Area Agenda Item:

Mass Transit District and the Central Florida

Regional Transportation Authority

Presenter: Tim Darby

Recommended

Action: Board approval of the 2017 Bus Service Agreement

between the Lakeland Area Mass Transit District and the

Central Florida Regional Transportation Authority.

Summary: The North Ridge route services the northeast portion of

Polk County and operates with a one-hour frequency. The service operates approximately 14 hours a day, Monday through Saturday. The route will run along US Highway 27 and connect the Winter Haven Area Transit route 15 in Haines City to the Victor Posner City Center near Interstate 4, and also connects with a Lynx transfer

site along US Highway 192.

The Highway 580 route is an express public transit route with one-hour frequency, approximately 14 hours a day Monday through Saturday. The route runs Highway 580 and connects the Poinciana Wal-Mart to the Save A Lot in Haines City. Riders traveling from Haines City to Poinciana can connect to the Central Florida Regional Transportation Authority (Lynx) at the Poinciana Wal-Mart. Both routes will connect to WHAT

route 15 with access to all Polk County routes.

AGENDA ITEM #6e - CONT.

As currently operated, the route 603 service provides curb-to-curb public transit services for Polk County's portion of Poinciana approximately 14 hours per day Monday through Saturday. The route connects the community of Poinciana from Lake Hatchineha Road north to County Highway 580. The route travels along Poinciana Parkway and Marigold Ave and connects at a Lynx fixed route at the Poinciana Wal-Mart.

Attachments: Agreements

BUS SERVICE AGREEMENT 18-C137

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (\mbox{LYNX})

and

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

October 1, 2018

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "<u>Agreement</u>") made and entered as of this 1st day of October, 2018, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
Bus Service	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
Cost of Bus Service	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$71.22 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in

paragraph 3 below.

Shall mean the revenue derived from LYNX from passengers Farebox Revenue

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

Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

<u>FTA</u> Shall mean the Federal Transit Administration.

Monthly Cost of Shall mean the actual cost incurred by LYNX (based on the Cost of **Bus Service** Bus Service and the actual hours of Bus Service) to provide the Bus

Service for each and every month during the term of this

Agreement.

Shall mean the actual Farebox Revenue received from LYNX for Monthly Farebox Revenue

the Bus Service during each and every month during the term of this

Agreement.

of Bus Service

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

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

provided in paragraph 6 below.

Shall mean the net cost to provide the Bus Service on a monthly **Net Monthly Cost**

> basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for

that same month.

The payments required to be made by LAMTD pursuant to **Payment**

paragraph 6 below.

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

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

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

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

- Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- The changing transportation needs of LAMTD, to the extent LYNX can accommodate such needs and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this Agreement, are part of a contract modification approved in accordance with paragraph 18.

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

3. <u>TERM</u>. This Agreement shall be effective as of the date hereof (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2019 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto.

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

4. **TERMINATION.**

- a. <u>Termination at Will</u>. This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 14.
- b. <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered in accordance with paragraph 14.
- c. <u>Termination for Breach</u>. Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors, in the case of a breach by LAMTD, written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement upon delivery of written notice thereof. Notice shall be delivered in accordance with paragraph 14. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD's or LYNX right to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "A"</u> is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.
- 6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the LAMTD paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

- a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAMTD an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. LAMTD shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue regardless of whether it is greater than or less than the Net Monthly Cost for Bus Service.
- c. For the purpose of invoicing, invoices and related matters will be sent to the LAMTD at the following address:

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

- d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
 - 7. This Paragraph is not applicable.
 - 8. This Paragraph is not applicable.
- 9. <u>ADVERTISING</u>. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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

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

LYNX: Leonard Antmann, Director of Finance

455 North Garland Avenue Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer

455 North Garland Avenue Orlando, Florida 32801

LAMTD: Tom Phillips, Executive Director

Lake Area Mass Transit District 1212 George Jenkins Boulevard

Lakeland, Florida 33815

Copy: Darby Law Group

500 S. Florida Avenue, Suite 520

Lakeland, Florida 33801

Copy (in the case of Board of Directors

notice of breach Lake Area Mass Transit District

under paragraph 1212 George Jenkins Boulevard 4.c.): Lakeland, Florida 33815

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

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

16. <u>MISCELLANEOUS CLAUSES</u>.

- a. <u>Sovereign Immunity</u>. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAMTD of its rights to invoke sovereign immunity as a governmental entity.
- b. <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- c. <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. <u>Benefits of Service</u>. The Payments to be paid by the LAMTD to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

- g. <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- i. <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAMTD such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- k. <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAMTD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Payments. Thus, for example, if LAMTD should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- l. <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in <u>Exhibit "A"</u>. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

- m. <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 17. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.
- 18. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:
- a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAMTD Executive Director.
- b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAMTD Board of Directors.

* * * * *

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

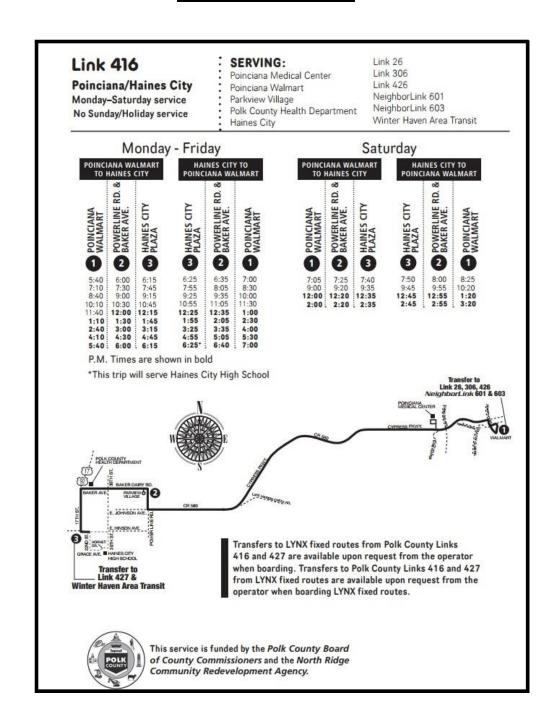
Attest:	LAKELAND AREA MASS TRANSIT DISTRICT
	By LAMTD Board of Directors
Ву:	By:
	By: (Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:
	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	By: Edward Johnson Chief Executive Officer
	Dated:
	This Bus Service Agreement has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.
	Akerman LLP
	By: Name: Title:

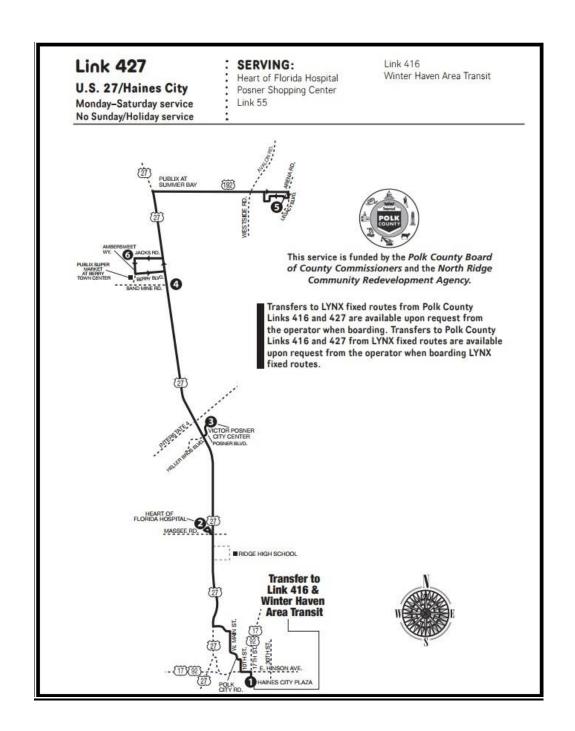
EXHIBIT "A"

Description and Schedule of Bus Route(s)

See Attached

Effective: October 1, 2018





Link 427

Monday - Friday

TO	HAINES C	ITY	*	2	TO LEGACY BLVD.						
U LEGACY BLVD. PUBLIX SUPER MARKET AT BERRY	TOWN CENTER VICTOR POSNER CITY CENTER	HEART OF FLORIDA HOSPITAL	U.S. 17-92 & HINSON AVE.	U.S. 17-92 & HINSON AVE.	HEART OF FLORIDA HOSPITAL	S VICTOR POSNER CITY CENTER	U.S. 27 & SAND MINE RD.	D LEGACY BLVD.			
5:25 5:36 6:25 6:36 7:25 7:36 8:25 8:36 9:25 9:37 10:25 10:37 11:25 11:37 11:25 12:31 1:25 12:31 3:25 3:33 4:25 4:31 5:25 5:38	5:52 6:52 7:52 8:52 9:53 10:53 11:53 12:53 1:53 2:53 3:54 4:54	6:00 7:00 8:00 9:00 10:01 11:01 12:01 1:01 2:02 3:02 4:04 5:04	6:16 7:16 8:16 9:16 10:17 11:17 12:17 1:17 2:18 3:18 4:20 5:20 6:20	6:25 7:25 8:25 9:25 10:25 11:25 12:25 2:25 3:25 4:25 5:25* 6:25	6:40 7:40 8:42 9:42 10:42 11:42 12:42 1:42 2:42 3:42 4:44	6:49 7:49 8:51 9:51 10:51 11:51 1:51 2:51 3:51 4:53 5:48	7:04 8:04 9:06 10:06 11:06 12:06 1:06 2:06 3:04 4:04 5:06 6:01	7:15 8:15 9:17 10:17 11:17 12:17 1:17 2:17 3:17 4:17 5:16 6:13 7:12			

P.M. Times are shown in bold

Saturday

	то н	AINES C	ITY	Į.		то	LEGACY E	BLVD.	
LEGACY BLVD.	PUBLIX SUPER MARKET AT BERRY TOWN CENTER	VICTOR POSNER CITY CENTER	HEART OF FLORIDA HOSPITAL	U.S. 17-92 & HINSON AVE.	U.S. 17-92 & HINSON AVE.	HEART OF FLORIDA HOSPITAL	VICTOR POSNER CITY CENTER	U.S. 27 & SAND MINE RD.	LEGACY BLVD.
5	6	3	2	0	0	2	3	4	5
6:50 8:48 11:48 1:48	7:01 8:59 12:00 2:00	7:17 9:15 12:16 2:16	7:25 9:23 12:24 2:25	7:41 9:39 12:40 2:41	7:50 9:45 12:45 2:45	8:05 10:00 1:00 3:00	8:13 10:08 1:08 3:08	8:26 10:21 1:21 3:21	8:38 10:33 1:33 3:33

^{*}This trip will serve Ridge High School

EXHIBIT "B"

Cost of Bus Service

See Attached

Effective: October 1, 2018

Costs

Service Hours per year – 11,538.46

Service days per year - Weekday- 253 Saturday- 52

Hourly rate - \$71.22/hr.

Total cost for FY-19 - **\$821,769.13**

BUS SERVICE AGREEMENT 18-C138

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX $({\rm LYNX})$

and

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

relating to the providing of bus service in the Poinciana Area of Polk County, Florida

October 1, 2018

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "<u>Agreement</u>") made and entered as of this 1st day of October, 2018, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

Agreement	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
Bus Service	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
Cost of Bus Service	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$42.87 including fuel and administrative costs. The foregoing hourly rate is subject to

readjustment for each succeeding fiscal year as provided in paragraph 3 below.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers

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

for the Bus Service in the Service Area.

Shall mean the Florida Department of Transportation. **FDOT**

Shall mean the Federal Transit Administration. FTA

Monthly Cost of Shall mean the actual cost incurred by LYNX (based on the Cost of **Bus Service**

Bus Service and the actual hours of Bus Service) to provide the Bus

Service for each and every month during the term of this Agreement.

Shall mean the actual Farebox Revenue received from LYNX for the **Monthly Farebox** Revenue

Bus Service during each and every month during the term of this

Agreement.

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

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

in paragraph 6 below.

Net Monthly Cost Shall mean the net cost to provide the Bus Service on a monthly basis,

which for any particular month is equal to the Monthly Cost of Bus

Service for that month less the Monthly Farebox Revenue for that

same month.

Payment The payments required to be made by LAMTD pursuant to paragraph

6.

of Bus Service

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

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

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

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

- Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

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(c) The changing transportation needs of LAMTD, to the extent LYNX can accommodate such needs and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this Agreement, are part of a contract modification approved in accordance with paragraph 18.

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

3. <u>TERM</u>. This Agreement shall be effective as of the date hereof (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2019 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto.

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

4. **TERMINATION.**

- a. <u>Termination at Will</u>. This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 14.
- b. <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered in accordance with paragraph 14.
- c. <u>Termination for Breach</u>. Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors, in the case of a breach by LAMTD, written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement upon delivery of written notice thereof. Notice shall be delivered in accordance with paragraph 14. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD's or LYNX right to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "A"</u> is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.

- 6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the LAMTD paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:
- a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAMTD an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. LAMTD shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue regardless of whether it is greater than or less than the Net Monthly Cost for Bus Service.
- c. For the purpose of invoicing, invoices and related matters will be sent to the LAMTD at the following address:

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

- d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
 - 7. This Paragraph is not applicable.
 - 8. This Paragraph is not applicable.
- 9. <u>ADVERTISING</u>. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

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b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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

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

LYNX: Leonard Antmann, Director of Finance

455 North Garland Avenue Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer

455 North Garland Avenue Orlando, Florida 32801

LAMTD: Tom Phillips, Executive Director

Lake Area Mass Transit District 1212 George Jenkins Boulevard

Lakeland, Florida 33815

Copy: Darby Law Group

500 S. Florida Avenue, Suite 520

Lakeland, Florida 33801

Copy (in the case of Board of Directors

notice of breach Lake Area Mass Transit District under paragraph 1212 George Jenkins Boulevard

4.c.): Lakeland, Florida 33815

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

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

16. MISCELLANEOUS CLAUSES.

- a. <u>Sovereign Immunity</u>. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAMTD of its rights to invoke sovereign immunity as a governmental entity.
- b. <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- c. <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. <u>Benefits of Service</u>. The Payments to be paid by the LAMTD to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

- g. <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- i. <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAMTD such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- k. <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAMTD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Payments. Thus, for example, if LAMTD should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- l. <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in <u>Exhibit "A"</u>. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

- m. <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 17. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.
- 18. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:
- a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAMTD Executive Director.
- b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAMTD Board of Directors.

* * * * *

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

Attest:	LAKELAND AREA MASS TRANSIT DISTRICT
	By LAMTD Board of Directors
By:	By:(Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:
	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	By: Edward Johnson Chief Executive Officer
	Dated:
	This Bus Service Agreement has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.
	Akerman LLP
	By: Name: Title:

EXHIBIT "A"

Description and Schedule of Bus Route(s)

The Link 603 wold be operated identifal to the exsting LYNX NeighborLink services. Passengers would call a minimum of two our in advance to schedule a ride. The vehicle would proivde curb service at the same afare as the LYNX fixed-route service, \$2; daily, weekly, and monthly LYNX passes willalso be accepted. Desitnations anywhere witin the defined catchment area would be provided, to include the Wal-Mart transfer point. A free 90-minute transfer would be available to cash customers to transfer to any LYNX fixed route service or other Pick Up Line service available at designated transfer point.

Demand for the service will ultimately dictate – on a trip-by-trip basis – the total amount of time needed for pickups within the designated sercvice area, but one-hour minimum is recommended. The total minimum operating time on a per-round trip plus pick up time is approximately 1 hour, 50 minutes. Thus the service will operate on a two-hour headway.

NeighborLink 603

Southwest Poinciana

Monday-Saturday service No Sunday/Holiday service

SERVING:

Link 26 Link 306 Link 416 Link 426

NeighborLink 601

Poinciana Walmart Center Poinciana Community Center/ YMCA

Solivita Village Center

Monday - Saturday

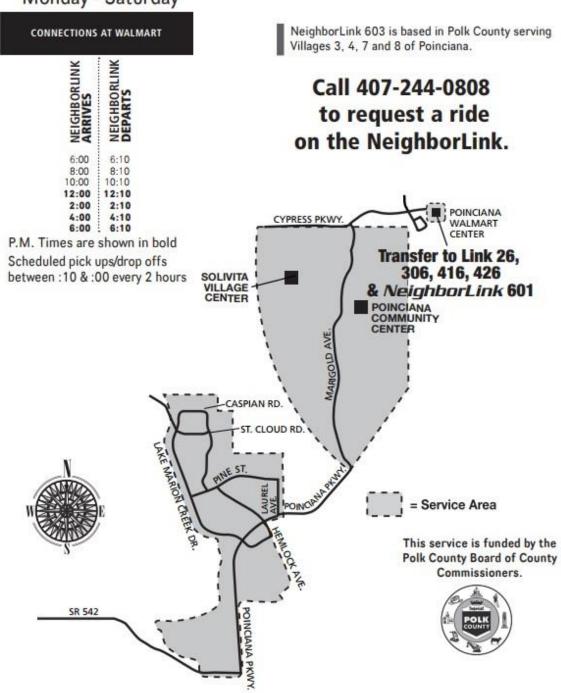


EXHIBIT "B"

Cost of Bus Service

See Attached

Effective: October 1, 2018

Costs

Service Hours per year – 4,270

Service days per year - Weekday- 253 Saturday- 52

Hourly rate - \$42.87/hr.

Total cost for FY-19 - \$183,054.90

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM#7a

Agenda Item: **Adoption of New Routes**

Presenter: Bill Knieriem

Recommended

Action: Approve new routes

Summary: Public workshops were conducted giving the public an

opportunity to comment on the route changes proposed at the August 2018 LAMTD board meeting. A copy of the route changes and a recap of the workshop information is being provided. We are requesting approval for the proposed route changes to take effect October 1, 2018.

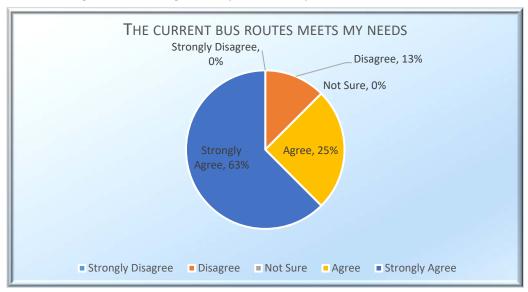
Attachments: Recap of Public workshops

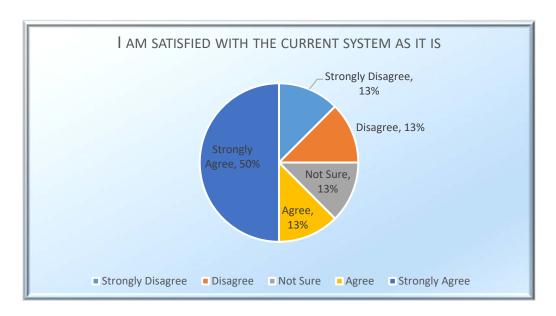
Recap of Public Workshop related to Oct. 1, 2018 Route Enhancements

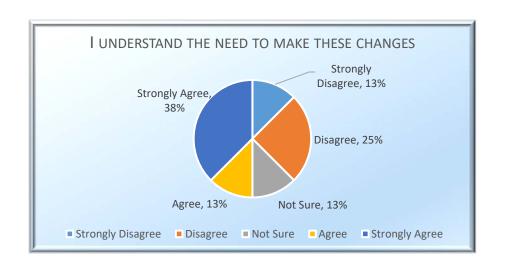
A Route 59X workshop was held on the bus from 9 a.m. to 11 a.m. Friday, August 24 with no riders attending

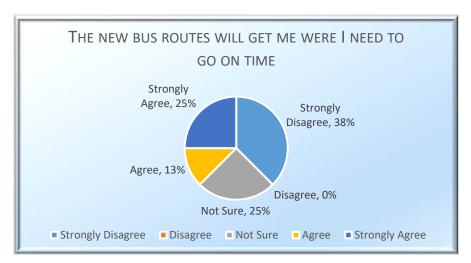
A Route 35 workshop was held Monday, August 27 from 10 a.m. to noon at the stop at on the east side of the intersection of Scenic Highway 17 and CR 630 (in front of the Dollar General Store) with one rider attending with no objection to the proposed changes

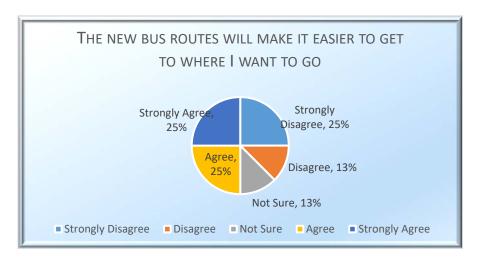
An additional workshop to review route enhancements of Lakeland routes was held at the Lakeland Transit Terminal Tuesday, August 28 from 8 a.m. to 11 a.m. We presented the changes to more than 200 riders with eight riders willing to take part in surveys.

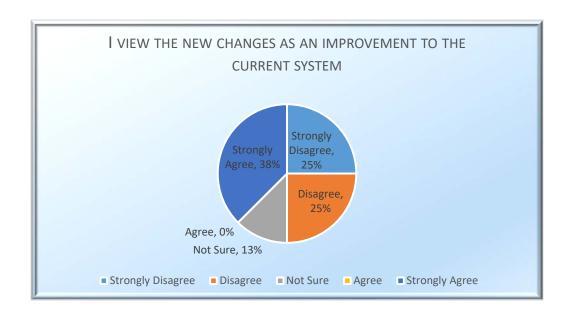












Staff was on hand August 28 throughout the day at the Winter Haven Terminal to answer any question about route enhancements to the Winter Haven system. Staff interacted with roughly 200 riders.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM#7b

Agenda Item: Modification of Route 35

Presenter: Bill Knieriem

Recommended

Action: Approve to move the Oct 10 board meeting to Oct 15 for

the public hearing of the Route 35 modification to

exclude Frostproof services.

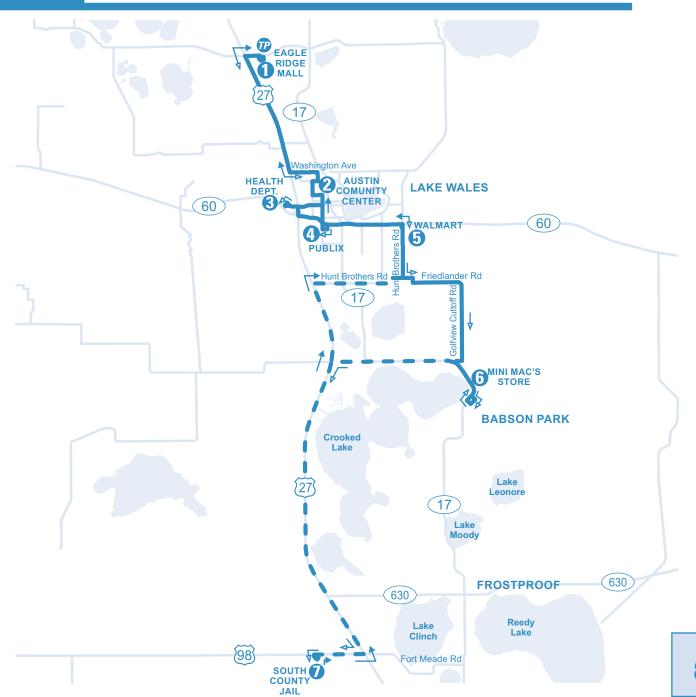
Summary: The City of Frostproof agreed to no longer contribute to

the fair-share agreement, therefore adjustments to Route 35 should be made accordingly. A public hearing is

scheduled for October 15, 2018 at 8:35 a.m.

Attachments: Changes to Route 35

LAKE WALES / BABSON PARK / SOUTH COUNTY JAIL Tuesday, October 16, 2018



	Depart Eagle Ridge Mall	Austin Community Center	Health Department at Lake Wales Plaza	Publix Southgate at Lake Wales	Walmart at Lake Wales	9 Mini Mac's Store at Babson Park	South County Jail	Walmart at Lake Wales	Publix Southgate at Lake Wales	Austin Community Center	Arrive Eagle Ridge Mall
	6:15	6:27	6:33		6:42				6:49	6:55	7:07
	7:15	7:27	7:33	7:39	7:47	8:01	8:20	8:40	8:47	8:53	9:05
AYS	9:15	9:27	9:33	9:39	9:47	10:01	10:20	10:40	10:47	10:53	11:05
WEEKDAYS	11:15	11:27	11:33	11:39	11:47	12:01	12:20	12:40	12:47	12:53	1:05
WEE	1:15	1:27	1:33	1:39	1:47	2:01	2:20	2:40	2:47	2:53	3:05
	3:15	3:27	3:33	3:39	3:47	4:01	4:20	4:40	4:47	4:53	5:05
	5:15	5:27	5:33	5:39	5:47	6:01	6:20	6:40	6:47	6:53	7:05
	7.45	7.07	7.00	7.00	7.47	0.04	0.00	0.40	0.47	0.50	0.05
¥	7:15	7:27	7:33	7:39	7:47	8:01	8:20	8:40	8:47	8:53	9:05
묎	9:15	9:27	9:33	9:39	9:47	10:01	10:20	10:40	10:47	10:53	11:05
SATURDAY	12:15	12:27	12:33	12:39	12:47	1:01	1:20	1:40	1:47	1:53	2:05
Ś	2:15	2:27	2:33	2:39	2:47	3:01	3:20	3:40	3:47	3:53	4:05

Transfer Point

Express Service

TRANSFER POINTS Puntos de Transferencia

Eagle Ridge Mall: Rt 30

From Eagle Ridge Mall to South County Jail
Desde Eagle Ridge Mall hacia la Carcel del Sur del Condado

From South County Jail to Eagle Ridge Mall
Desde la Carcel del Sur del Condado hacia Eagle Ridge Mall

For More Information CALL *Para más información llame al* **855.POLKBUS** (765–5287)

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LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM# 8a

Agenda Item: FY 2018-19 Capital Improvement Budget (CIP), Fleet

Plan Update and Debt Service Payments for Bus

Lease Purchase

Presenter: Joe Cheney

Recommended

Action: Approve CIP Budget

Summary: In February 2018, the Board received an update to the

Fleet Replacement Plan. The attached budget provides the means to purchase four (4) 26 foot ARBOC Buses for the Fixed Route Service and two (2) 24 foot Turtle Top Buses for the Para Transit Buses Service. The ARBOC bused are not equipped with AVAIL Systems and must be purchased separately. The Turtle Top Buses will come equipped with AVAIL Systems under the State of Florida TRIPS Contract. The lead time to receive these vehicles from venders, once ordered is 6-9 months.

Debt Service and Bus Lease Purchase

The District will issue a Request for Proposal for Lease Financing for the 4-buses costing \$150,000 each totaling \$600,000. The planned Lease Financing will cover five years with an estimated annual debt service payment of \$132,000.

Avail System 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 for Fare

AGENDA ITEM #7a – CONT.

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 Surveillance 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.

Funding

The estimated funding for the related Capital Expenses and planned debt service payments totaled \$363,990. The estimated debt service payments totaled \$132,000. The other \$231,990 Capital Expenses will be funded from the FY 2018-19 Capital Budget totaling \$680,000.

AGENDA ITEM #7a – CONT.

FY 2018-19 CAPITAL IMPROVEMENT BUDGET

EXPENSES	\$363,984.00
NEW Fixed Route (4-Arboc Buses)	
Estimated Cost = \$150,000 each	
Lease Purchase x 4 = \$600,000/5 year amortization	
Debt Service = \$660,000 with annual payments of \$132,000	\$132,000.00
Avail Systems for Arboc Buses (not included with bus)	
Cost = \$20,000 each x 4	\$80,000.00
New Para Transit Buses (2-Turtle Top 24 FT with 4 HP Spots & Avail	
Systems)	
Estimated Cost = \$120,000 each	
Lease Purchase Turtle Top \$120,000 x 2= \$240,000	
Debt Services = \$259,920 with annual payments of \$51,984.	\$51,984.00
AVAIL ITS System Modern Devilegement United to	
AVAIL ITS System Modern 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 Computers & Electronic Test Equipment new G4 I/O Control Systems	440,000,00
Facility Maintenance Equipment	\$10,000.00
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
Projects that will remain unfunded for FY18-19 Fisc	al Year
Pre-Trip Function with the AVAIL System	\$27,453.00
Vehicle Health Monitoring Function-AVAIL System	\$74,479.00
Public Wi-Fi Setup -AVAIL System	\$4,384.00
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



CIP Budget FY 19

With LAMTD Fleet Replacement Plan Update September 2018

Fleet Replacement Plan History

- November 2014 The Failed Referendum.
- December > January 2015 Board requested 5 year vehicle replacement plan.
- July 2015 Route Cuts + Budget Reduction + Staff Reduction changes to create CIP Budget.
- August 2015 Revised Fleet Plan-Fleet reduction, LYNX Buses & Combining Fleets.
- March 2016 Added 6 LYNX retired buses to LAMTD fleet.
- October 2016 Added two Geico Buses to Fleet.
- May 2017 Added 5 New Gillig Buses to the Fleet.
- December 2017 Acquired 1 LYNX retired bus to Rehab
- February 2018 Board presented revised Fleet Plan



EXPENSES	\$361,944.00
NEW Fixed Route (4-Arboc Buses)	
Estimated Cost = \$150,000 each	
Lease Purchase x 4 = \$600,000/5 year amortization	
Debt Service = \$649,800 with annual payments of \$129,960.	\$129,960.00
Avail Systems for Arboc Buses (not included with bus)	
Cost = \$20,000 each x 4	\$80,000.00
New Para Transit Buses (2-Turtle Top 24 FT with 4 HP Spots & Avail	
Systems)	
Estimated Cost = \$120,000 each	
Lease Purchase Turtle Top \$120,000 x 2= \$240,000	
Debt Services = \$259,920 with annual payments of \$51,984.	\$51,984.00
AVAIL ITS Sytem 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 vehcles.	\$90,000.00
Shop Tools & Equipment	
TIG WELDER	
Automotive Shop Specialty Tools	
Computers & Electronic Test Equipment new G4 I/O Control Systems	
Facility Maintenance Equipment	\$10,000.00
Video Surveilence System Bus Upgrade	
This program will provide a new standard for video surveilence 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



Projects that will remain unfunded for FY18-19 Fiscal Year

Pre-Trip Function with the AVAIL System	\$27, <mark>453.00</mark>
Vehicle Health Monitoring Function-AVAIL System	\$7 <mark>4,479.00</mark>
Public Wi-Fi Setup -AVAIL System	\$4,384.00
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



						LAMTD F	ixed Route Vehicle Con	dition Repo	ort				
							Bus Count	27				Fleet Service Requ	irement
							Buses on order	1			Required	Spare @ 20%	Total
							Buses in REHAB	1			24	5	29
							Buses Awaiting REHAB	2					
							Replacement needed	9	33%				
VEHICLE#	MAX Amb. Capacity	WC Capacity	Bus Length	VEHICLE YEAR	VEHICLE MAKE / MODEL	Body Type or Manufacture	VEHICLE ID#	DATE IN SERVICE	Age	Projected useful life		VEHICLE CONDITION 1-EXCELLENT 2-GOOD 3-POOR 4-NEEDS REPLACEMENT	NOTES YELLOW= REHAB PROGRAM
555	12	3	25 ft.	2014	CHEVY/C3500	CHAMPION	1GB6G6BL4E1186390	11/1/2014	3.9	5yr/150K	73,636	1	NON FTA FUNDING
593	34	2	40'	2006	GILLIG	Low Floor	15GGD291761077373	9/30/2006	12.1	REHAB	564,902	2	NEW ENGINE + Trans
701	28	2	30'	2005	GILLIG	Low Floor	15GGE291851090113	4/1/2005	13.6	REHAB	631,990	2	1/1
702	28	2	30'	2005	GILLIG	Low Floor	15GGE291X51090114	4/1/2005	13.6	REHAB	541,013	2	NEW ENGINE + Trans
703	28	2	30'	2005	GILLIG	Low Floor	15GGE291151090115	4/1/2005	13.6	REHAB	550,437	2	
704	28	2	30'	2005	GILLIG	Low Floor	15GGE291351090116	4/1/2005	13.6	REHAB	536,210	2	
705	28	2	30'	2005	GILLIG	Low Floor	15GGE291351090117	4/1/2005	13.6	REHAB	559,911	2	
1060	35	2	35'	2002	GILLIG	Phantom series50	15GCB201721111596	7/25/2002	16.3	12yr/500K	651,671	4	engine=Detroit=?
1069	35	2	35'	2005	GILLIG	Phantom-ISM	15GCB211451112756	10/26/2005	13.0	12yr/500K	611,129	4	exceeds FTA
1070	35	2	35'	2005	GILLIG	Phantom-ISM	15GCB211651112757	10/26/2005	13.0	12yr/500K	586,480	4	High miles-Age-High Floor
1071	35	2	35'	2005	GILLIG	Phantom-ISM	15GCB211851112758	10/26/2005	13.0	12yr/500K	580,871	4	High miles-Age-High Floor
1072	35	2	35'	2005	GILLIG	Phantom-ISM	15GCB211X51112759	10/26/2005	13.0	12yr/500K	510,632	4	High miles-Age-High Floor
1074	35	2	35'	2006	GILLIG	Phantom-ISM	15GCB2 <mark>11561112802</mark>	4/11/2006	12.6	12yr/500K	560,984	4	High miles-Age-High Floor
1075	35	2	35'	2006	GILLIG	Phantom-ISM	15GCB211761112803	4/11/2006	12.6	12yr/500K	542,704	4	High miles-Age-High Floor
1076	35	2	35'	2006	GILLIG	Phantom-ISM	15GCB211961112804	4/11/2006	12.6	12yr/500K	570,064	4	High miles-Age-High Floor
1077	35	2	35'	2006	GILLIG	Phantom-ISM	15GCB211061112805	4/11/2006	12.6	12yr/500K	584,300	4	High miles-Age-High Floor
1078	35	2	35'	2012	GILLIG	Low Floor	15GGB2718B1 <mark>178142</mark>	2/3/2012	6.7	12yr/500K	255,259	2	
1079	30	2	30'	2012	ElDorado	Low Floor	1N9MNAC65CCOS4229	8/6/2012	6.2	12yr/350K	210,135	2	
1080	30	2	30'	2012	ElDorado	Low Floor	1N9MNAC65CCOS4230	8/6/2012	6.2	12yr/350K	188,082	2	
1081	30	2	30'	2012	ElDorado	Low Floor	1N9MNAC63CC084231	8/6/2012	6.2	12yr/350K	235,940	2	
1082	30	2	30'	2012	ElDorado	Low Floor	1N9MNAC63CC084228	8/6/2012	6.2	12yr/350K	215,586	2	
1083	32	2	35'	2014	GILLIG	Low Floor	15GGB2717E183846	12/23/2014	3.7	12yr/500K	98,689	1	
1084	32	2	35	2017	GILLIG	Low Floor	15GGB2712H1189378	5/10/2017	1.3	12yr/500K	71,948	1	new bus
1085	32	2	35	2017	GILLIG	Low Floor	15GGB2714H1189379	5/10/2017	1.3	12yr/500K	50,102	1	new bus
1086	32	2	35	2017	GILLIG	Low Floor	15GGB2710H1189380	5/10/2017	1.3	12yr/500K	68,484	1	new bus
1087	32	2	35	2017	GILLIG	Low Floor	15GGB2712H1189381	5/10/2017	1.3	12yr/500K	67,982	1	new bus
1088	32	2	35	2017	GILLIG	Low Floor	15GGB2714H1189382	5/10/2017	1.3	12yr/500K	64,634	1	new bus

LAMTD Para Transit Vehicle Condition Report													
							Bus Count	11				Fleet Service Requ	irement
1							Buses on order	2			Required	Spare @ 20%	Total
1							Replacement needed	6	55%		10	2	12
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	MILEAGE	VEHICLE CONDITION 1-EXCELLENT 2-GOOD 3-POOR 4-NEEDS REPLACEMENT	NOTES
549	12	2	25 ft.	2011	CHEV/C4500	ARBOC	1GB6G5BG4B1143595	4/18/2012	6.5	5YR/200K	95,832	4	Maint Cost is high
550	10	2	18ft	2012	CHEV/C4500	GOSHEN	1GB3G2BGXC1175714	11/1/2012	5.9	5YR/200K	152,337	4	Mileage - Age
551	10	2	18ft	2012	CHEV/C4500	GOSHEN	1GB3G2BG4C1176163	12/11/2012	5.8	5YR/200K	139,411	4	Mileage - Age
552	12	2	25 ft.	2013	CHEVY/C3500	CHAMPION	1GB3G2BGXC1175714	8/13/2013	5.1	5YR/200K	129,750	4	Mileage - Age
553	12	2	25 ft.	2013	CHEVY/C3500	CHAMPION	1GB6G5BG8D1182838	8/13/2013	5.1	5YR/250K	128,185	4	Mileage - Age
554	12	2	25 ft.	2013	CHEVY/C3500	CHAMPION	1GB6G5BGXD1183375	8/13/2013	5.1	5YR/250K	120,197	4	Mileage - Age
556	18	4	29	2016	Ford/Diesel	Turtle Top	1FDUF5GT7FEC84831	9/28/2016	2.0	7yr/200K	54,224	1	
557	14	4	23	2016	FORD/E450	Turtle Top	1GB6G5CGXF1226078	10/12/2016	1.9	5YR/200K	47,193	1	
558	14	4	23	2016	FORD/E450	Turtle Top	1GB6G5CG4F1228098	10/12/2016	1.9	5YR/200K	55,768	1	
601	16	4	24	2015	FORD	El Dorado	1FDFE4FSXFDA36707	6/11/2016	2.3	5YR/200K	19,499	2	
602	16	4	24	2015	FORD	El Dorado	1FDFE4FS8FDA36706	6/11/2016	2.3	5YR/200K	18,280	1	100



Questions



2006 LYNX Bus – Rehab completed In Service with 548,000 miles







LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 8b

Agenda Item: Authorization to combine two (2) part time positions

into one (1) full time position (Both included in

LAMTD Budget).

Presenter: Joseph Cheney

Recommended

Action: Approve the position change.

Summary: The following two Part Time Positions will be combined

into one full time position:

• Part Time/Utility Worker II - Position Control # 1-

0650-99-01

• Part Time/Janitorial Worker – Position Control # 1-

0700-99-02

Full time Position

• Full Time-Utility/Janitorial Worker – Position Control

1-0700-99-02

For some time, we have had difficulty retaining a good person in the part time janitorial position for the Lakeland Facility. This request, if approved will combine a part time utility position and a part time janitorial position into a full time Utility/Janitorial position. We had some success combining positions in the Winter Haven location and believe this can be a

success in Lakeland.

Funding for the

combined position: Existing funding will be used from LAMTD Budget.

Attachments: New Job description



Job Description

Job Title: Utility/Janitorial Worker

Reports To: Supervisor, Facilities Maintenance

FLSA Status: Non-exempt/Full Time

SUMMARY:

Under the limited general supervision of the Superintendent of Facilities Maintenance, this position is responsible for cleaning/washing vehicles and the janitorial duties of the District's facilities in Lakeland. The duties will include the buildings in the Main Office location, Lakeland Terminal location and the Park & Ride Location.

ESSENTIAL JOB FUNCTIONS:

- 1. Responsible for offices; lobby, break rooms/kitchens, private/public restrooms, external walkways and parking lots.
- 2. Vacuuming, sweeping, and damp mopping all floors.
- 3. Cleaning and sanitizing all restrooms. Restocking all paper and soap dispensers
- 4. Clean and dust all offices.
- 5. Clean entrance doors, windows and interior glass doors and mirrors.
- 6. Clean the interior and exterior of Transit Buses, Para Transit Buses, Vans and other vehicles.
- 7. Pressure Washing buses and exterior surfaces.
- 8. Performs other duties as assigned.
- 9. Refueling Vehicles, checking fluid levels and adding fluids as necessary.

SUPERVISORY RESPONSIBILITIES: This position has no supervisory responsibilities but is required to work independently with limited supervision.

MINIMUM JOB REQUIREMENTS:

High School diploma or G.E.D.; an equivalent combination of education and experience that is determined to be directly related to the specific requirements may be substituted.

Must be dependable and have the ability to work with limited supervision.

OTHER CERTIFICATES/LICENSES:

Bio Hazard Certification (training provided). CDL B w/ Passenger and Ari Brakes License is desired.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

- Must be able to communicate effectively in English, both orally and in writing.
- Must be a self-starter; able to work independently with limited supervision.
- Must be able to operator equipment
- Ability to establish effective working relationships with co-workers, customers, and the general public.
- Uses sound, independent judgment in daily work activities and exercises discretion; has strong ethical standards.

WORKING ENVIRONMENT and PHYSICAL DEMANDS: The work environment and physical demands requires light to medium work involving lifting up to twenty five (25) pounds on a regular basis. This job is sometimes performed in essentially an outdoor environment, subject to extremes of both hot and cold weather and wet conditions. Employee must be able to work outside on a daily basis. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

I have read, understand and agree to fulfill the requirements of the above job description and have been

provided a copy.	
Employee Signature:	Date:
Print Name:	

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, skills typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 9

Agenda Item: Agency Updates

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Oral presentation

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 10a

Agenda Item: August calendar

Presenter: Tom Phillips

Recommended

Action: Informational

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 29	30	31	Aug 1	2	3	4.
	10:00am 1 on 1 with Steve; Tom's office; Tom Phillips 11:00am Leisure Construction Proposal for repair; Board Room; Philip Ditta 1:00pm Call Darby Law Group about F 1:30pm Meeting to discuss the Mr. Tin	10:00am Transit Adverting Kickoff Meeting; Hollingsworth; Lisa Harris CPPB 11:00am Cigna - Medical & Ancillary Benefit Review; Citrus Connection; Shaun Porter	Polk County Planning Commission - Regular Meeting 9:00am CFRPC Walk-Through; 1212 George Jenkins blvd, Lakeland FL 33815; main office; James Phillips 11:30am Homeless Steering Committee Slide Prep; James Phillips	7:30am Coffee @ Hillcrest 10:00am SR 37 Pilot Project Discussion/ LAMTD Coordination Meeting; D1-HQ, 2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips 5:00pm Canceled: Florida Department	Teacher Work Days/ Training Copy: Board of Directors, Performance In 8:30am Senior Staff Meeting; Tom Phillips 12:00pm Kiwanis Lunch; Lake Morton	dicator Data, due COB 3rd working day of e
5	6	7	8	9	10	11
	Teacher Work I City of Lakeland Commission Meeting Paras Return to Work 8:15am Roberts Academy - Ethics Train 8:30am Roberts Academy - Orton Gilli 9:30am Roberts Academy - Orton Gilli	Board of County Commissioners - Reg Student Orientation 8:30am Agenda Study w/ Chairman 8:30am Roberts Academy - Orton Gilli 10:00am Review- Proposed Budget Po	8:00am Roberts Academy - Grades 2-8 8:30am LAMTD Board Meeting; Hollin 8:30am Roberts Academy - Orton Gilli 11:45am City Managers Lunch; Winter 1:00pm Wednesday, Aug 8, 2018 @ 1:	First Day of School 8:00am Roberts Academy - Grades 6-8 teachers, grade level planning/faculty 8:30am Roberts Academy - grade 6-8 t 9:00am TPO and PTA; County Commissi 2:30pm Meeting Time Has Been Confir	8:00am Roberts Academy - Final preparation for Orientation, grade lev 9:00am Arboc bus tour; 1212 George Jenkins; Tom Phillips 12:00pm Tim Gartiand Phone Call 1:15pm Roberts Academy - Orientatio	
12	13 10:00am East County Managers and Mayors round table; Davenport City Hall - 1 S Allapaha Ave, Davenport, FL 33837, United States; Erin Killebrew 10:00am 1 on 1 with Steve; Tom's office; Tom Phillips	14 10:00am Meet New Hires 11:30am Lunch with Cory; Mojos Federal Bar - Downtown 5:30pm 2018 Lakeland Chamber Political Hob Nob; Debbie Moore	7:45am Shadowing Luis Suazo; Tom Phillips	6:00am Shadowing Supervisor Linda McCalpin	8:30am Senior Staff Meeting; Tom Phillips 9:30am Aaron Dunn 1 on 1; Exec Boar 11:30am Mojo's with Don 12:00pm Kiwanis Lunch; Lake Morton 2:00pm Rehearse Homeless Correlatio	18
19	City of Lakeland Commission Meeting 10:00am 1 on 1 with Steve; Tom's office; Tom Phillips	21 Board of County Commissioners - Regular Meeting 10:00am Meet New Class	9:00am 12:00pm Elderpoint lunch meeting; Terrace Hotel; Tom Phillips	23 Marcia Vacation ; 1 10:00am 1/1 with David Persaud; Executive Office; Tom Phillips	24 New Jersey ; Marcia Roberson 8:30am Updated Invitation; Infrastruct	25
	10:30am TAM Planning Meeting; Boar 1:00pm Homeless Steering Committee 3:30pm Dentist MJP	1:30pm Homelessness Steering Committee; City Commission Conf Rm; 5:00pm School Board Meeting-Public		10:30am budget amount in draft interlocal; Lea Ann call Tom's office; Th 3:30pm Pick up William: Hair	9:00am Senior Staff Meeting; Tom Phill 10:00am Aaron Dunn 1 on 1; Exec Boa 12:00pm Kiwanis Lunch; Lake Morton 2:00pm Benny:Vet	
26	27	28	29	30	31	Sep 1
Marcia	Vacation; New Jersey; Marcia Roberson 10:00am 1 on 1 with Steve; Tom's office; Tom Phillips	9:30am 8:00am Breakfast with Todd; Reececliff Family Diner- 940 Florida Ave S, Lakeland, FL 33803; Tom Phillips 4:00pm THIS EMAIL HAS BEEN DETECTED AS POSSIBLE SPAM: LEDC Speaker Series: Gainesville City Manager, Anth	7 year anniversary 8:00am Drop keys off with Billy 11:00am Ride-along with Richard Crocker; Tom Phillips 3:30pm William PU	11:00am Ribbon Cutting at Mulberry HS; 1 Panther PI, Mulberry, FL 33860 2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips 3:30pm William PU & Dinner with Boys	8:00am Polk County Board of Adjustment - Regular Meeting 9:30am Aaron Dunn 1 on 1; Exec Boardroom; Tom Phillips 10:00am Lynx budget meeting; Board 11:30am Haircut; Gents	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM 10b

Agenda Item: Ridership Report

Presenter: Tom Phillips, ED

Recommended

Action: Information only

Summary: Year to date ridership information for the entire system

including LAMTD, Winter Haven, Rural and Demand

Response through August 30, 2018

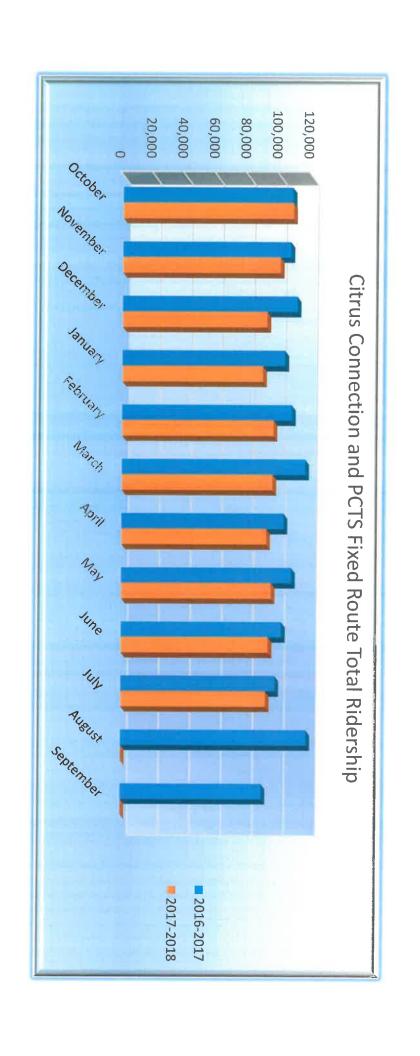
Attachments: Ridership Report.

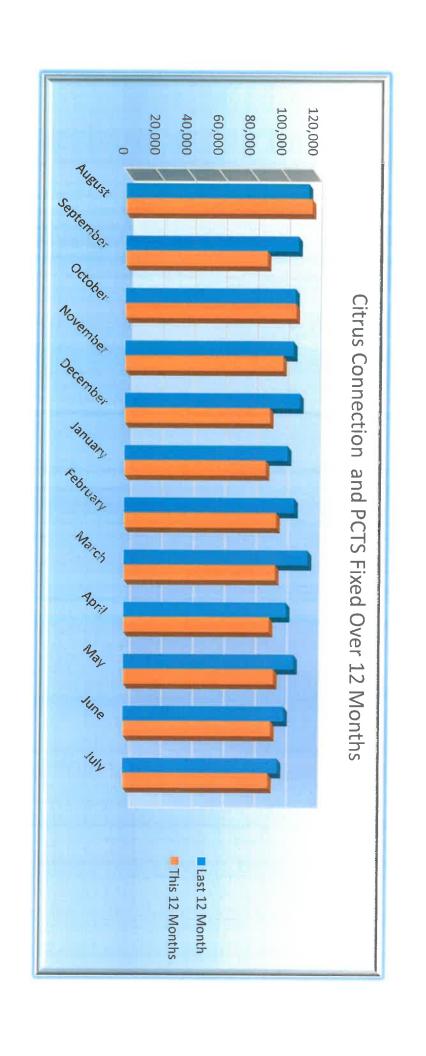
	Citrus Connect	ion and PCTS Fixed	Route Totals		
	2014-2015	2015-2016	2016-2017	2017-2018	Change
October	167,7	75 125,714	108,078	108,397	09
November	133,2	55 111,028	106,998	100,352	-69
December	153,1	48 122,018	111,197	92,139	-169
January	141,8	92 101,190	103,647	89,677	-149
February	131,2	35 111,486	108,068	96,598	-109
March	142,8	94 117,618	116,794	96,093	-189
April	132,4	00 110,754	103,274	92,359	-10%
May	123,3	50 105,362	108,224	95,476	-12%
June	124,1	52 106,252	102,092	93,781	-8%
July	126,2	45 100,929	98,193	92,204	-6%
August	115,9	08 115,998	118,104	0	0%
September	125,9	83 109,705	89,794	0	0%
Totals	1,618,2	37 1,338,053	1,274,460	957,076	-10%

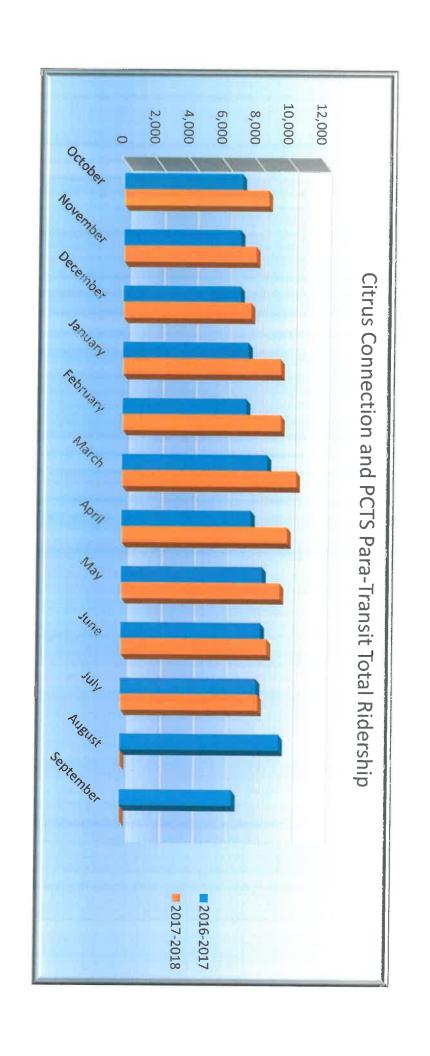
Citrus Connection and PCTS Para-Transit Totals						
	2014-2015	2015-2016	2016-2017	2017-2018	Change	
October	11,84	9 7,846	7,071	8,654	22%	
November	9,09	2 6,690	7,002	7,940	14%	
December	12,49	4 7,330	7,014	7,660	9%	
January	10,14	9 7,020	7,521	9,478	28%	
February	9,60	7,027	7,413	9,514	30%	
March	10,35	8 7,780	8,715	10,469	23%	
April	10,32	7,334	7,757	9,947	30%	
May	9,89	7,431	8,460	9,534	14%	
June	9,97	7,548	8,374	8,777	5%	
July	9,27	7 6,846	8,131	8,247	2%	
August	7,87	1 8,166	9,533	0	0%	
September	7,61	7,791	6,711	0	0%	
Totals	118,50	88,809	93,702	90,220	16%	

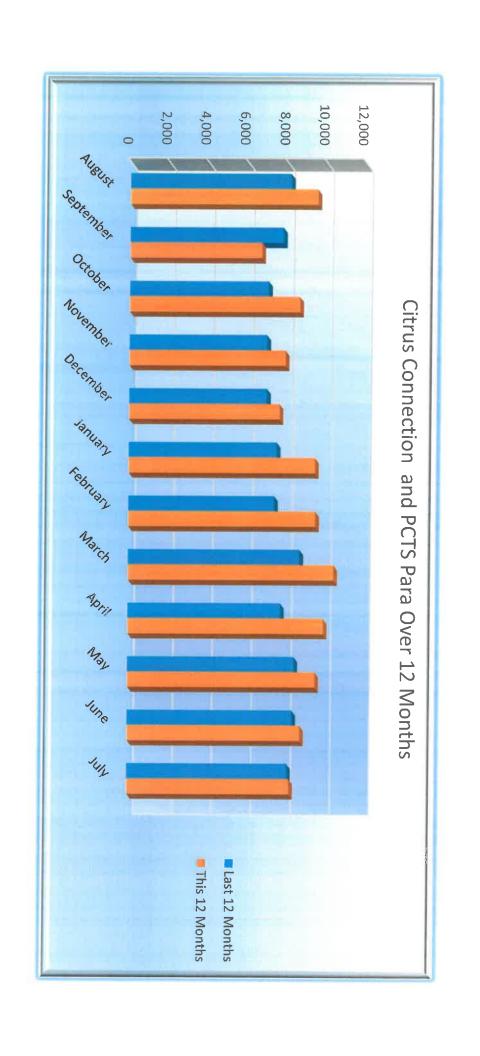
Totals	118,503	88,809	93,702	90,220	16%	
	Citrus Connect	ion only Fixed Re	oute Totals			
2014-2015 2015-2016 2016-2017 2017-2018						
October	110,975	83,092	67,636	73,349	8%	
November	88,195	73,987	71,083	67,575	-5%	
December	100,995	82,287	72,646	60,885	-14%	
January	95,059	67,774	70,767	58,864	-18%	
February	88,704	74,506	71,884	63,148	-12%	
March	93,660	79,428	78,158	62,900	-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	0	0%	
September	79,771	72,624	54,155	0	0%	
Totals		893,149	839,734	626,271	-11%	

Citrus Connection only Para-Transit Totals						
	2014-2015	2015-2016	2016-2017	2017-2018	Change	
October	6,888	4,094	3,229	4,025	25%	
November	5,470	3,437	3,252	3,734	14%	
December	6,046	3,695	3,154	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	0	0%	
September	4,517	3,747	6,039	0	0%	
Totals	69,268	43,913	46,347	38,231	6%	









UAP Ridership Totals 2018		LAMTD	WHAT	Total
	July	13,373	6,742	20,115
	August	17,311	9,612	26,923
UAP Ridership 2018		LAMTD	WHAT	Total
Polk State College				
	July	1,341	834	2,175
	August	2,707	1,087	3,794
LEGOLAND				
	July	279	1,591	1,870
	August	278	1,674	1,952
South Eastern University				
	July	122	26	148
	August	152	33	185
COLTS				
	July	387	162	549
	August	1,675	793	2,468
Veterans				
	July	3,578	1,283	4,861
	August	4,072	1,427	5,499
Southern Technical College				
	July	92	226	318
	August	144	338	482
Central Florida Healthcare				
	July	1,623	607	2,230
	August	1,687	728	2,415
New Beginnings High School				
	July	244	377	621
	August	1,306	2,220	3,526
LDDA				
	July	66	1	67
	August	50	2	52
PACE				
	July	324	62	386
	August	459	67	526
Peace River				
	July	2,360	530	2,890
	August	3,170	594	3,764
Summer of Safety				
	July	2,957	1,043	4,000
	August	1,611	649	2,260

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Date: SEPTEMBER 12, 2018 AGENDA ITEM#11

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: TBD

Summary: TBD