



AB

MEETING NOTICE

Meeting Location: Orlando City Hall, Veteran's Conference Room, 2nd Floor at 3:00PM

Welcome

We are glad you have joined us for the January 19, 2022 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, we encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on orlando.gov/virtualmeetings.

The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

Live Public Comment

· [Join the live virtual meeting](https://orlando.gov/virtualmeetings)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the "Raise Hand" feature to request to speak when prompted (or dial *9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

Written Public Comment

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public

comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or cityclerk@orlando.gov

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Election of Board Secretary
4. Approval of Minutes - Approval of December 1, 2021
5. Public Comment
6. New Business
 - a. High Wage High Value: Project Kev – Michael Whiteman, Economic Development Coordinator
 - b. The Safety Awareness for Everyone (S.A.F.E.) Program– David Barilla, Assistant Director
 - c. Community Policing and Innovation Initiatives – David Barilla, Assistant Director
 - d. Third Amended and restated LYMMO Operations Agreement – David Barilla, Assistant Director
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

Downtown Development Board/Community Redevelopment Agency
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Doug Taylor
Commissioner Victoria Siplin

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: January 19, 2022

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, January 19, 2022.

Election of Board Secretary

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the December 1, 2021 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

a. High Wage High Value: Project Kev – Michael Whiteman, Economic Development Coordinator

On April 17, 2006, the Community Redevelopment Agency (CRA) approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs to Downtown Orlando. In 2021, the program was amended to offer three incentives; Job Creation Incentive, Downtown Living Incentive, and Public Transportation Incentive. Total incentives are payable up to \$4,000.00 per job.

Home Lending Pal, Inc. is an artificial intelligence-powered mortgage advisor advocating on behalf of the consumer to promote mortgage equality and make recommendations for affordability and approval likelihood with different lenders in a transparent way. Home Lending Pal, Inc.'s headquarters is currently located in the Millenia area of Orlando and the organization was founded in 2017.

Home Lending Pal, Inc. plans to create 275 new high-value jobs over five (5) years with an average annual wage of \$98,133, which is more than 150% of the average annual private

sector wage in Orange County. Home Lending Pal's total capital investment is estimated to be \$550,000 in the build-out and equipment over the five (5) years. The total funding amount that Home Lending Pal, Inc. is eligible for is \$990,500.00

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the High Wage/High Value Program Funding Agreement between the CRA and Home Lending Pal, Inc., and authorizing the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval by the City Attorney's Office, and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$990,500.00 in High Wage/High Value Job Creation Program funding for Home Lending Pal, Inc

b. The Safety Awareness for Everyone (S.A.F.E.) Program – David Barilla, Assistant Director

The Downtown Orlando Community Redevelopment Area Plan (DTOutlook) emphasizes the need for the Community Redevelopment Agency (CRA) to support and improve the perception and reality of public safety in downtown Orlando. Additionally, the Plan calls on the CRA to encourage the retention and continued operation of existing businesses and ensure that people feel comfortable and safe Downtown.

The Safety Awareness for Everyone (S.A.F.E) Program is designed to encourage downtown bars, nightclubs, entertainment venues, and multi-family residential properties to enhance their security measures. The Program offers financial assistance to qualified property owners or tenants seeking to make outdoor security improvements, including identification scanners, metal detection systems, and security cameras. The CRA will provide funding of up to \$10,000 or 50% of the total cost of eligible products, whichever is less, per application.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the CRA Safety Awareness for Everyone Program and authorize the Executive Director of the CRA to review, approve, and execute the Funding Agreements for funding granted under the Program in an amount not to exceed \$10,000 per Agreement.

c. Community Policing and Innovation Initiatives – David Barilla, Assistant Director

Part III, Chapter 163 of Florida Statutes specifically authorizes community redevelopment agencies to develop and implement community policing innovations. The DTOutlook, the CRA's Downtown Orlando Community Redevelopment Area Plan, calls on the CRA to improve the perception and reality of safety within the Downtown Community Redevelopment Area (Area) by supporting the implementation of community policing innovations.

The CRA, in collaboration with the Orlando Police Department, City of Orlando's Code Enforcement Division, and other City departments have identified several community policing initiatives targeted at enhancing the safety within the Area. Last year the City and CRA implemented enhanced Area patrolling, by both police officers and code enforcement officers, and installed numerous cameras within the Area. The City and CRA are working together to continue the short-term enhancement of visible police presence in the Area as

well as implement other safety and security measures to enhance the safety in the Area and reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the implementation of community policing innovation initiatives and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund up to budgeted amounts for such initiatives.

d. Third Amended and restated LYMMO Operations Agreement – David Barilla, Assistant Director

The proposed revised Third Amended and Restated LYMMO Operations Agreement has been updated to bring the Agreement in line with current route operations. The Agreement limits CRA annual funding for LYMMO to \$2,334,392, consistent with budgeted amounts. The Agreement is for a two year term with annual renewals.

Staff is requesting that the CRA Advisory Board recommend to the CRA approval of the Third Amended and Restated LYMMO Operations Agreement, subject to review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director of the CRA to execute the Agreement.

Date of Next Meeting: The next CRA Advisory Board meeting will be held February 23, 2022 at 3:00 pm

Adjournment

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO AND
HOME LENDING PAL, INC.**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32802 (hereinafter referred to as the "CRA"), and **Home Lending Pal, Inc.** (hereinafter referred to as "HLP"), a Delaware corporation registered in the State of Florida with a principal address of 4700 Millenia Blvd., Ste. 175, Orlando, Florida 32839 and whose Federal Employer I.D. Number is 84-333220.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Downtown Orlando Community Redevelopment Area Plan (the "Plan") provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

WHEREAS, the Plan contains a specific goal of incentivizing job creation in downtown, particularly high wage and sector specific jobs that will support the growth of downtown; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the "Program") in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the "Area"); and

WHEREAS, the Program is intended to provide funding incentives for job creation ("Program Incentives") to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

WHEREAS, the funding shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which the company is participating; and

WHEREAS, HLP is an artificial intelligence powered mortgage advisor advocating on behalf of the consumer to promote mortgage equality and makes recommendations for affordability and approval likelihood with different lenders in a transparent way; and

WHEREAS, HLP is a targeted industry proposing to create high-value job opportunities in the Area (the "Project"); and

WHEREAS, HLP anticipates creating 275 new high-value jobs in the Area over a five-year period with an average annual salary of \$98,133.00 which is more than 150% of the average annual private sector wage in Orange County; and

WHEREAS, the CRA proposes to provide HLP funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Nine Hundred, Ninety Thousand, Five Hundred Dollars and No Cents (\$990,500.00) to be paid to HLP in annual payments, in arrears, beginning in Fiscal Year (FY) 2021-2022 which will be based on HLP’s actual job creation; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to award these funds to HLP pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, automatically terminate September 30, 2029.
4. Obligations of the CRA:
 - a. The CRA shall appropriate an amount not to exceed the total sum of \$990,500.00 from the High Wage/High Value Job Creation Program for FY’s 2021-2022 through 2028-2029. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided HLP meets its obligations as set forth in section 5.
 - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
 - i. HLP’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
 - ii. HLP’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the requirements contained in this Agreement and the applicable Program Incentive(s), as described in **Exhibit “A”**, which is incorporated herein by reference.

- c. Provided the CRA, in its reasonable judgment, has determined that HLP has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment within 90 days of receipt of a written request for a Program Payment.
- d. HLP expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which HLP fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year's Program Payment.

5. Obligations of HLP:

- a. HLP shall create 275 new jobs over a five-year period, paying an average annual wage of \$98,133.00 not including benefits, in accordance with the schedule set forth in **Exhibit "B"**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. HLP shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit "A"** in which HLP is participating, as listed in **Exhibit "B"**. If HLP fails to maintain its location, comply with such terms and conditions, or fails to create the requisite number of jobs, then HLP shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. HLP shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. HLP shall notify the CRA of any changes to the number of incented jobs during this maintenance period. HLP understands that if it fails to maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement, then HLP must reimburse the CRA a prorated portion of the Program Payments based on the actual time period the jobs were in existence.
- d. HLP shall occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2029, unless terminated sooner as provided herein.
- b. If HLP breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days written notice, or such additional period as may be reasonably required to cure such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to HLP of HLP's breach or default and HLP shall have thirty (30) days thereafter, or such additional period as may be reasonably required to cure such breach, within which to cure the breach or default.
- d. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7. Records. HLP shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.

8. Extension. HLP may request in writing to the CRA to push back the initial year of this Agreement for a one-year period if HLP is not able to create the required number of jobs in accordance with **Exhibit "B."** In addition, HLP may request in writing to the CRA to push back a future one-year period if HLP is not able to comply with the terms of this Agreement due to causes beyond its control as provided in Paragraph 14 herein and the CRA may grant the request at the sole discretion of the Executive Director of the CRA.

9. Annual Report. HLP shall submit a completed Annual Report to the CRA in the format provided in **Exhibit "C"** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit "B."** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA shall be submitted no later than March 1 of the calendar year following the applicable year that a payment is due. HLP shall not receive Program Payments for calendar years in which HLP fails to submit a complete and certified Annual Report by March 1.

10. Audit. HLP expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit, at its own expense, the books and records from time to time to verify compliance by HLP with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records. Any cost incurred by HLP as a result of a CRA audit shall be the sole responsibility of and shall be borne by HLP.
11. Repayment. HLP shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error.
12. Indemnification. HLP shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from HLP's performance or activities as provided herein.
13. Notification of Address Change. HLP shall notify the CRA of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
14. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, hurricanes or wind storms, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
15. Controlling Laws.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CRA now in effect and those hereinafter adopted.
 - b. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

16. Miscellaneous.

- a. HLP warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. HLP warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all _____ previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall be recorded in the Public Records of Orange County, Florida.

17. Notices. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

Economic Development Department Director

City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, FL 32801

HLP: Home Lending Pal, Inc.
Bryan Young, CDP
4700 Millenia Blvd., Ste. 175
Orlando, FL 32839

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

HOME LENDING PAL, INC. a Delaware corporation,

By: [Signature]
Print Name: STEVEN J BETTER
Title: COO / CO-FOUNDER

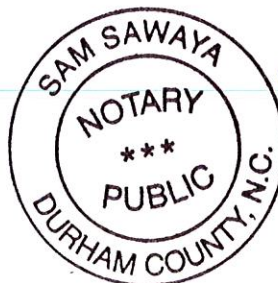
WITNESS:

[Signature]
Print Name: Richard Smith

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

PERSONALLY APPEARED before me, by means of [☒] physical presence or [☐] online notarization, the undersigned authority, STEVEN JOSEPH BETTER, [☐] well known to me or [☒] who has produced his/her DRIVER LICENSE as identification, and known to me to be the ACTUAL/ORIGINAL of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 3rd day of JANUARY, 2021.



[Signature]
NOTARY PUBLIC
Print Name: SAM SAWAYA
My Commission Expires: 07/29/2024

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST: _____

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2021.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM

OVERVIEW. It is the City of Orlando's and the CRA's intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the "Area").

1. **Job Creation Incentive** - In recognition of a company's job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.

The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 10. To qualify for the Program's Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

Downtown Living Incentive -- An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

Public Transportation Incentive – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21st Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

EXHIBIT "B"

Payout Schedule for Each Program Incentive

Home Lending Pal, Inc. Phase In Schedule

High Wage High Value Job Incentive	\$ 1,500.00
Downtown Living Incentive	\$ 1,000.00
Public Transportation Incentive	\$ 1,000.00
Total Incentive Per Job	\$ 3,500.00

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	18	50	75	50	50	40	283
2021/2022	\$ 6,750	\$ 18,750					\$ 25,500
2022/2023	\$ 6,750	\$ 18,750	\$ 28,125				\$ 53,625
2023/2024	\$ 6,750	\$ 18,750	\$ 28,125	\$ 18,750			\$ 72,375
2024/2025	\$ 6,750	\$ 18,750	\$ 28,125	\$ 18,750	\$ 18,750		\$ 91,125
2025/2026			\$ 28,125	\$ 18,750	\$ 18,750	\$ 15,000	\$ 80,625
2026/2027				\$ 18,750	\$ 18,750	\$ 15,000	\$ 52,500
2027/2028					\$ 18,750	\$ 15,000	\$ 33,750
2028/2029						\$ 15,000	\$ 15,000
Total							\$ 424,600

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	18	50	75	50	50	40	283
2021/2022	\$ 4,500	\$ 12,500					\$ 17,000
2022/2023	\$ 4,500	\$ 12,500	\$ 18,750				\$ 35,750
2023/2024	\$ 4,500	\$ 12,500	\$ 18,750	\$ 12,500			\$ 48,250
2024/2025	\$ 4,500	\$ 12,500	\$ 18,750	\$ 12,500	\$ 12,500		\$ 60,750
2025/2026			\$ 18,750	\$ 12,500	\$ 12,500	\$ 10,000	\$ 53,750
2026/2027				\$ 12,500	\$ 12,500	\$ 10,000	\$ 35,000
2027/2028					\$ 12,500	\$ 10,000	\$ 22,500
2028/2029						\$ 10,000	\$ 10,000
Total							\$ 283,000

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	18	50	75	50	50	40	283
2021/2022	\$ 4,500	\$ 12,500					\$ 17,000
2022/2023	\$ 4,500	\$ 12,500	\$ 18,750				\$ 35,750
2023/2024	\$ 4,500	\$ 12,500	\$ 18,750	\$ 12,500			\$ 48,250
2024/2025	\$ 4,500	\$ 12,500	\$ 18,750	\$ 12,500	\$ 12,500		\$ 60,750
2025/2026			\$ 18,750	\$ 12,500	\$ 12,500	\$ 10,000	\$ 53,750
2026/2027				\$ 12,500	\$ 12,500	\$ 10,000	\$ 35,000
2027/2028					\$ 12,500	\$ 10,000	\$ 22,500
2028/2029						\$ 10,000	\$ 10,000
Total							\$ 283,000

Total Potential Incentive \$ 990,500

Overall Potential Payout Schedule					
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive	Total	
2021/2022	\$ 25,500	\$ 17,000	\$ 17,000	\$ 59,500	
2022/2023	\$ 53,625	\$ 35,750	\$ 35,750	\$ 125,125	
2023/2024	\$ 72,375	\$ 48,250	\$ 48,250	\$ 168,875	
2024/2025	\$ 91,125	\$ 60,750	\$ 60,750	\$ 212,625	
2025/2026	\$ 80,625	\$ 53,750	\$ 53,750	\$ 188,125	
2026/2027	\$ 52,500	\$ 35,000	\$ 35,000	\$ 122,500	
2027/2028	\$ 33,750	\$ 22,500	\$ 22,500	\$ 78,750	
2028/2029	\$ 15,000	\$ 10,000	\$ 10,000	\$ 35,000	
Total				\$ 990,500	

EXHIBIT "C"
ANNUAL REPORT

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created:	
Average Annual Wage of New Jobs (excluding Benefits):	
Location of New Jobs:	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported: (excluding Benefits):	
Total Number of Jobs in the Area:	
Average Annual Wage of All Jobs in the Area:	
Total Number of Employees Living within the Area:	
Percentage of Employees Living within the Area:	
Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50 %):	
Number of square feet of space per incented Employee in the physical location occupied within the Area	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: _____

Print Name: _____

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or Business: _____

License No. _____

Safety Awareness for Everyone (S.A.F.E.) Program

Purpose:

The City of Orlando's and the CRA's intent is to encourage downtown businesses and properties to improve safety measures to promote a vibrant and safe downtown community.

The Safety Awareness for Everyone ("S.A.F.E.") Program creates an incentive for businesses and properties to purchase and install security measures that are intended to help deter crime and provide a safe environment for business owners, employees and visitors. Security measures give locals and tourists alike an added sense of safety. Encouraging downtown properties to improve safety measures will be beneficial to citizens and attract more people to downtown Orlando.

Grant Structure and Criteria for Selection:

The Community Redevelopment Agency ("CRA") will oversee the S.A.F.E. Program. Entertainment businesses including but not limited to bars, nightclubs, entertainment venues, located within the CRA shall be eligible for funding to purchase and install security measures which include identification scanners, security cameras, and metal detection systems. Other properties located within the CRA shall be eligible for funding to purchase and install security cameras only. The CRA will assist up to \$10,000 or 50% of the total cost of eligible products, whichever is less.

Funding is based on budget availability and will be considered on a "first come, first served" basis. The filing of an application does not guarantee to fund. However, no grants will be awarded retroactively, which means that funding will not be awarded for eligible products purchased before the application date.

Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding. An authorized corporate officer or partner(s) of the applicant's business must sign the application, in addition to the property owner(s), if the applicant is the tenant.

In order to ensure that funds are available, eligible products must be purchased within one (1) year of the effective date of the funding agreement. Extensions may be granted by the Executive Director of the DDB/CRA given just cause by the applicant (e.g., contractor delays, acts of God, etc.). All grant funds shall be issued to the grantee on a reimbursement basis only. Additionally, applicant should note that City permits may be required.

Grant Application Criteria:

Applications for grants shall meet the criteria outlined below:

1. Properties/businesses must be located within the Downtown CRA (see program map).
2. S.A.F.E. Program grants shall only be awarded for properties that contribute to the CRA through the payment of ad valorem taxes.
3. All proposed improvements must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property or located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of a S.A.F.E. Program grant.

Eligible Products:

The following products are eligible for funding under the S.A.F.E. Program. Applicants are eligible to apply for up to four (4) identification scanners per business tax receipt, four (4) metal detection devices per business tax receipt, and/or one (1) fūsusCORE, and up to eight (8) security cameras per property or business tax receipt.

1. Identification Scanners

The ID scanners must meet the following requirements:

- a. Must be able to scan the front and back of government-issued identification cards and passports
- b. Must be able to detect false ID's, underage persons, and double scans
- c. Must be used for each person entering the venue upon each visit and shall have a live photo captured
- d. Must have the capability to share information between similar identification scanners via a maintained, secure flag database
- e. Must be operational for no less than two (2) years from receipt of funds

2. Metal Detection Systems

The metal detection systems must meet the following requirements:

- a. Must utilize metal detector wands or walk-through metal detectors
- b. Must be able to detect ferrous, non-ferrous and stainless-steel weapons, contraband, and other metallic objects such as but not limited to:
 - i. Guns
 - ii. Ammunition
 - iii. Knives
 - iv. Box Cutters
 - v. Razor Blades
- c. Wands must be compliant with the National Institute of Justice Standard - 0602.02 "Hand-Held Metal Detectors for Use in Concealed Weapon and Contraband Detection."
- d. Walk-through metal detectors must be compliant with the National Institute of Justice Standard - 0601.01 "Walk-Through Metal Detectors for Use in Concealed Weapon and Contraband Detection".
- e. Must be operational for no less than two (2) years from receipt of funds

3. Security Cameras

The security cameras must meet the following requirements:

- a. Must be compatible with Fūsus, LLC. Products
- b. Must be installed in conjunction with fūsusCORE™
- c. Must be weatherproof cameras if installed outside
- d. Must be installed and oriented towards a public right-of-way to provide adequate views of the public space.
- e. Grantees must register their security cameras with Fūsus, LLC and provide access to the Orlando Police Department.
- f. Must be operational for no less than two (2) years from receipt of funds

Procedures:

The procedures for project review are as follows:

1. **Pre-Application Meeting**

The applicant is required to meet with the S.A.F.E. Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funding and whether the applicant is sufficiently prepared to move forward to submit the application.

If the application appears ready to move forward, the Coordinator will instruct the applicant to either, (1) proceed with review by the Appearance Review Board (ARB) or, if a landmark property or located within a historic preservation overlay district, the Historic Preservation Board (HPB), as required, or (2) submit the application for consideration.

2. **Grant Application Submission**

Following approval by the ARB or HPB and issuance of the appropriate review Certificate, as required, the grant application and all attachments may be submitted to the S.A.F.E. Program Coordinator for formal consideration of funding.

3. **Review Grant Application**

Once an eligible application and the supporting documents are received, the S.A.F.E. Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements. In order to be eligible for funding through the S.A.F.E. program, applicants must not have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial/economic crimes within the past ten (10) years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) at any time in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the program. If the applicant is a corporate entity, the president, director(s), manager(s), or, in the case of a partnership, all partners shall submit to a criminal background check.

Construction Approval:

On completion of installation and/or purchase of safety measure products, grantees shall submit proof of 100% completion and arrange for an on-site inspection by the S.A.F.E. Program Coordinator to assure that the terms of the funding agreement have been honored. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the S.A.F.E. Program Coordinator, the grantee will submit a request for reimbursement to the CRA, along with receipts for payment, lien releases by the contractor(s), if applicable, and photographs of the completed work, based on the funding agreement. Reimbursements will be made according to the City's and CRA's accounting procedures.

Any contractor selected to install improvements as part of this program must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor or installation of any improvements. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will

bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Disbursements:

Funds will be disbursed by check payable to the grantee (1) upon certification of completion and (2) upon verification by the S.A.F.E. Program Coordinator that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are not in accordance with the approved plans. Before funds are disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien releases, and evidence of payment of all expenses, including match. All grant funds shall be issued to the grantee on a reimbursement basis only.

Available Funds:

The Executive Director of the CRA, by virtue of these guidelines, has the authority to deny or approve and sign funding agreements on behalf of the CRA in the amount of \$10,000 or less per agreement. The Executive Director, at his or her discretion, may present any and all funding agreements to the CRA for approval.

The CRA may, from time to time at its discretion, establish annual funding for the program.

Disclosure:

The CRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines, or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

THIRD AMENDED AND RESTATED OPERATIONS AGREEMENT ("LYMMO")

This Third Amended and Restated Operations Agreement (this "Agreement") is made and entered into this _____ day of _____, 2021 by and among the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "CITY"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (hereinafter the "CRA"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes (hereinafter "LYNX").

WITNESSETH

Whereas, the CITY is a municipal corporation within the State of Florida; and

Whereas, LYNX is the regional public transportation agency responsible for providing an integrated, efficient and comprehensive public surface transit system in the counties of Orange, Seminole and Osceola, including bus service; and

Whereas, on January 22, 1998, CITY and LYNX entered into an Operations Agreement (LYMMO) (hereinafter referred to as the "Original LYMMO Agreement") which provided for the operation, funding and maintenance of the Original LYMMO system, as hereinafter defined; and

Whereas, the CITY, in conjunction with the CRA, were actively involved in the establishment of the Downtown Orlando Transit Project, also known as LYMMO (and formerly known as OSCAR) (hereinafter referred to as "Original LYMMO"); and

Whereas, the Original LYMMO system is designed and will operate to provide expanded mobility service throughout the downtown Central Business District of the City of Orlando which is located within the area of operation of LYNX and within the CRA; and

Whereas, the CITY has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network; and

Whereas, pursuant to the Downtown Orlando Transportation Plan, the expansion of the Original LYMMO network consisting of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project ("Expanded LYMMO," together with the Original LYMMO, "LYMMO") is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

Whereas, the Downtown Orlando Transportation Plan has been incorporated into the CRA's Downtown Orlando Community Redevelopment Area Plan; and

Whereas, the CITY and LYNX entered into an Interlocal Agreement executed on July 25, 1994 which specifies in detail the financial, preliminary engineering, design, construction, and management responsibilities of each of the parties thereto pertaining to LYMMO (hereinafter referred to as the "Original Interlocal Agreement"); and

Whereas, the CITY, LYNX and the CRA entered into an Amended and Restated Interlocal Agreement, dated August 15, 2011, as amended (hereinafter referred to as the "Amended and Restated Interlocal Agreement"), relating to a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study and Subsequent Funding for the Expansion Program; the LYNX Orlando Trail Project; and the Creative Village Moving Parramore Forward Project; and the Downtown Orlando East/West Circulator New Starts Project, which amended and restated the Original Interlocal Agreement; and

Whereas, on March 31, 2014, the CITY, LYNX and the CRA entered into an Amended and Restated Operations Agreement for the operations and maintenance of the existing LYMMO Bus Rapid Transit (BRT) service (Orange Line), and the addition of the East/West BRT (Grapefruit Line) and Parramore BRT (Lime Line) services; and

Whereas, on April 6, 2015, CITY, LYNX and the CRA entered into the Second Amended and Restated Operations Agreement (LYMMO), which was amended to include the North Quarter extension of the Orange Line; and

Whereas, the CITY, CRA and LYNX mutually desire to continue the cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with LYMMO; and

Whereas, the CITY, CRA and LYNX desire to enter into this Third Amended and Restated Agreement ("Agreement") to set forth the terms and conditions of such a continuing cooperative relationship, including establishing the duties and responsibilities of each in respect to LYMMO, updating the LYMMO description of service routes as described in the attached Exhibit "A" and made a part hereof by reference (the "Scope of Services") and updating the billing schedule/model in Exhibit "B" to reflect the breakdown in service hours..

Now, therefore, for and in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to as follows:

1. DESCRIPTION OF THE LYMMO PROJECT – The LYMMO Project consists of the Original LYMMO and the Expanded LYMMO.

The Original LYMMO consisted of 4.04 miles of an exclusive and mixed-use bus thoroughfare through downtown Orlando between the former Orlando Arena site, the North Quarter district and Orlando City Hall. The Original LYMMO construction project included roadway improvements, traffic signalization, Compressed Natural Gas (referred

to as “CNG”) vehicle procurement, CNG facility expansion, streetscape and customer amenities. The Original LYMMO route was comprised of a one-way, single-lane loop in the former Centroplex area (along Alexander Place, Hughey Avenue, Garland Avenue, and Amelia Street), two-lanes along Livingston Street and Magnolia Avenue (between Interstate 4 and Church Street), a one-way, single-lane loop at the south end of downtown (along Magnolia Avenue, South Street, Orange Avenue, and Church Street), and an additional northern loop serving the North Quarter district corridor bounded by Magnolia and Orange Avenues on the east and west, and from Livingston Street north to Marks Street. Starting at the Centroplex I Garage, buses operated east on Alexander Place, south on Hughey Avenue, east on Livingston Street, north on Magnolia Avenue, west on Marks Street, south on Orange Avenue, east on Livingston Street, south on Magnolia Avenue, and west on South Street. Returning buses turn north on Orange Avenue in an exclusive contra-flow bus lane, east on Church Street, north on Magnolia Avenue, west on Livingston Street, north on Garland Street, and west on Amelia Street. Hybrid electric, low floor, rubber-tired buses operated along the original route.

The Expanded LYMMO consisted of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project. The Parramore BRT Project consisted of a bus rapid transit extension of the Original LYMMO system to serve the Parramore community west of I-4 and the Creative Village future development. The Downtown Orlando East/West Circulator New Starts Project consisted of a bus rapid transit extension of the Original LYMMO system to serve the downtown area east and west of I-4 along a corridor bounded by Westmoreland Dr. on the west, Summerlin Ave. on the east, Central Blvd. on the north and Church and South St. on the south. The New Starts Project served the Parramore and Thornton Park neighborhoods as well as the downtown SunRail station, the Amway Center and the Dr. Phillips Center for the Performing Arts. Additionally, the project also utilized FTA New Starts Funding, which was used to purchase four (4) hybrid electric buses.

The current routes for LYMMO are shown on Exhibit “A.”

2. OPERATIONS STEERING COMMITTEE – The parties acknowledge that an Operations Steering Committee (hereinafter referred to as “OSC”) has been established and will continue to provide oversight and guidance to CITY, CRA and LYNX relative to ongoing operational issues of LYMMO. Operational issues shall include, though not exclusively, advertising, marketing, hourly rate, customer information systems, routing, fares, maintenance and scheduling/headways related to the LYMMO system. The OSC will consist of three members, with one member each from LYNX, the CITY and the CRA. The OSC will meet at least once every three (3) months or more frequently, if deemed necessary by the OSC, throughout the term of this Agreement. Any changes to the Scope of Services as shown on Exhibit “A” hereto shall require review and approval of the parties as set forth in section 4 below.

3. EQUIPMENT AND FACILITIES.

a. LYMMO BUSES –

(1). LYNX hereby agrees to use transit vehicles purchased specifically for LYMMO and further agrees to provide any bus or other public transit vehicle owned and operated by LYNX, or owned and operated by some other public or private person or entity and operated by them on behalf of LYNX, as necessary to operate LYMMO. LYNX will provide maintenance on the vehicles through its current maintenance facilities, including any specialized equipment needed to maintain all LYMMO bus types in use. As contemplated by the parties and the Amended and Restated Interlocal Agreement, LYNX has procured transit buses which have been built to specifications unique to LYMMO (such buses being hereinafter referred to as “LYMMO BUSES”).

(2). LYNX shall be responsible for maintaining, as part of its current Capital Improvement Program, a capital replacement schedule for LYMMO BUSES which shall describe the year of vehicle replacement and funding source. Vehicle replacement shall be treated in the same fashion as any other vehicle under LYNX’s Regional Fleet Replacement Program which is contingent upon eligible funding from a federal, state, or local grant. Minimum replacement criteria under LYNX’s current Regional Fleet Replacement Program is vehicle age of twelve (12) years or Five Hundred Thousand (500,000) operational vehicle miles. The CITY will cooperate and assist with obtaining a local funding match that may be required under a federal or state grant. In the event that eligible funding is unavailable through a federal, state or local grant for vehicle replacement, then the CITY will assist in obtaining funding of such replacement. LYNX shall notify the CITY and CRA prior to commencing replacement or purchase of any new vehicles for use in the LYMMO System.

Notwithstanding the above, the CITY shall have the option for early vehicle replacement at its own cost prior to the above minimum replacement criteria or modification of the vehicles subject to the availability of total funding by the CITY for such vehicle replacement or vehicle modification.

(3). Procurement for any replacement of LYMMO BUSES shall be conducted by LYNX in cooperation with the CITY in accordance with LYNX’s standard procurement policies and procedures.

b. Upgrade of Current Facilities. LYNX hereby agrees to upgrade current facilities as necessary to service and operate the LYMMO BUSES. LYNX will provide maintenance for any such upgraded facilities.

c. Passenger Amenities. For purposes of this Agreement and in accordance with the Customer Amenities Manual published by LYNX, “Passenger Amenities” means any passenger shelter, transit sign, specialty paving, system map/fare

information, transit vehicle waiting benches (i.e. bus benches), leaning rail, trash receptacle, newspaper stand, landscaping, , lighting, bicycle storage, bus bay, reader board, computer bulletin, drinking fountain, landscaping, streetscape and any other item provided that may be for the use, comfort and convenience of customers using the LYMMO services. LYNX shall be responsible for the acquisition and installation of all Passenger Amenities associated with LYMMO including the costs thereof. Ownership and title to the passenger shelter shall reside with LYNX. Passenger Amenities shall not include the non-FTA funded assets within the medians of the roadways, including the light-poles, poles with flowerpots, and landscaping beds within the medians.

(1). The CITY and the CRA will be jointly and severally responsible for the daily maintenance which includes cleaning and sweeping of the Passenger Amenities. Additionally, the CITY and the CRA shall be jointly and severally responsible for light maintenance of the Passenger Amenities which shall be defined as graffiti removal, spot and touchup painting, and landscape maintenance on a daily or as needed basis.

(2). LYNX shall be responsible for the heavy maintenance of the Passenger Amenities which shall be defined as parts replenishment, replacement or repair of the Passenger Amenities whichever is necessary. Additionally, LYNX shall be responsible for heavy, overall painting of the Passenger Amenities.

4. LYMMO SERVICE.

- a. LYNX hereby agrees to provide or cause to be provided by other qualified public transit providers on behalf of LYNX, subject to the approval of the CITY, public transit service through the operation of the LYMMO BUSES in the LYMMO service area in accordance with the Scope of Services which describes the operation, service standards, maintenance and safety of LYMMO by LYNX.
- b. The CITY, CRA and LYNX may from time to time mutually agree on changes, revisions or amendments to the Scope of Services including the effective date and any appropriate equitable adjustment, if any, to the payments to be made by the CITY or CRA to LYNX as provided in Paragraph 5 below, occasioned by such change, revision or amendment to the Scope of Services.
- c. The OSC may make any changes to the Scope of Services if such changes, in the aggregate, would not result in a greater than 2% increase or decrease in the scheduled service hours of LYMMO as set forth on Exhibit “B” (the “2% Threshold”). If any party desires to make changes to the LYMMO service and such changes would in the aggregate exceed the 2% Threshold it will require approval from the governing boards of the CITY, CRA, and LYNX.

Additionally, the OSC may not increase service and service hours under this subparagraph by five percent (5%) in any five (5) year period. Any party may propose changes to the Scope of Services by providing at least ninety (90) days written notice to the other party by mail or personal delivery and, if require by law, to the public. However, the parties agree that a two (2) week notification period shall be sufficient for the scheduling of service associated with special events.

5. CITY and CRA FINANCIAL SUPPORT.

a. Service Costs.

LYMMO Service. In consideration of LYNX operating the LYMMO service as contemplated by this Agreement, the CITY and the CRA will reimburse LYNX in an amount each month equal to the total operating cost to provide such service. The LYMMO service is defined as the Orange, Lime and Grapefruit routes as more specifically described in the attached Scope of Services, as may be amended by action of the OSC and approved by the LYNX Board of Directors. . The total operating cost for such service shall be equal to (i) the total number of scheduled hours of service provided for the LYMMO services for the month, multiplied by (ii) LYNX's annual funding model hourly cost (as set forth Exhibit "B" attached hereto and incorporated herein (the "Statement of Costs"), plus (iii) other direct costs not included in LYNX's hourly operating costs including but not limited to capital, marketing, electric charging station fee, vehicle insurance and special event costs, which the CRA and CITY have agreed to in advance of such expenditure being made. As between the CITY and the CRA, allocation of the funding for the LYMMO service will occur as follows the CRA shall provide \$2,334,392.00 in funding each fiscal year towards the operating costs of LYMMO and the CITY shall contribute the remainder of the total operating costs of LYMMO.

(Total Scheduled Hours x Funding Model Hourly rate) + Other Direct Costs
(if any) = Monthly Payment

- b. In addition to the payments described in subparagraph 5(a) above, the CITY shall also pay or reimburse LYNX for certain other additional costs not included in the base service payments described in subparagraph 5(a) and caused by any changes to the LYMMO service as may be mutually agreed between the CITY, CRA and LYNX that result in increased or additional costs to LYNX. Such costs will be agreed upon by LYNX, the CRA and the CITY before being incurred, and the CITY agrees to make payment to LYNX within thirty (30) days after receipt of an invoice from LYNX for such costs.
- c. At least 60 days after the end of the half-fiscal year (with each fiscal year ending September 30), the parties shall mutually agree to a reconciliation of the total costs invoiced (true-up) and any adjustment to LYNX's actual costs of

operation will be either invoiced or credited to the CRA or CITY . LYNX shall provide the CITY and CRA on an annual basis along with the semi-annual true up a detailed schedule identifying all costs of operations.

- d. At least ninety (90) days prior to the close of the fiscal year, LYNX will provide the CITY with the budgeted expenses and associated service hours for the next fiscal year.

6. TERM.

- a. The term of this Agreement shall commence on the date this Agreement is filed in accordance with Paragraph 22 below and continue for a period of two (2) years. The term of this Agreement shall be automatically extended for successive one (1) year periods (each such period, a “Renewal Term”) without need for any notices or additional action being taken by any party hereto; provided, however, that the term will not be extended for a Renewal Term if any party notifies the others in writing that it does not desire to extend the term beyond its then scheduled expiration date at least ninety (90) days prior to the expiration of the then current term.
- b. In the event that any party wishes to extend the LYMMO service for an additional term, but desires to modify the fare(s), route, or the levels of service during such term, or change the monthly costs payable to LYNX, it must provide written notice to that effect to each other party at least 180 days prior to the expiration of the then current term and the parties must reach an agreement on the proposed modification not later than 90 days prior to the commencement of the Renewal Term. If prior to the termination date of this Agreement or any Renewal Term the parties fail to reach a written agreement setting forth the fare(s), route, levels of service or monthly costs payable to LYNX for the next Renewal Term, then the CITY and the CRA will continue to pay LYNX the monthly installment amounts due under Section 5 above, (the “Post-Termination Payment”) and LYNX will continue to pay the City and CRA any applicable advertising revenue under this Agreement and furnish services, in each case, at the levels then in effect until the earliest to occur of the following: (i) LYNX, the CITY and the CRA reach a written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term; (ii) ninety (90) days following that date that the CITY or the CRA, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the LYMMO services provided herein; or (iii) the date that LYNX actually discontinues the LYMMO services as provided below. If the parties fail to reach an agreement under this subparagraph setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term within ninety (90) days after the start of the Renewal Term, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision

of LYMMO services immediately upon providing the CITY and the CRA with written notice of same.

- c. If, as a result of subparagraph 6(b), the CITY and the CRA make any payments to LYNX for a Renewal Term, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Renewal Term in the first month following the execution of the written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for such Renewal Term.

7. LYMMO DESIGN AND GRAPHICS

a. LYMMO GRAPHICS

(1.)LYNX has designed graphics for the LYMMO Visual Image Program (such existing graphics and new graphics for LYMMO, “LYMMO Graphics”). The CITY and CRA shall have the right to approve any new LYMMO graphics. Any new LYMMO Graphics must be unique enough to distinguish LYMMO from Regular LYNX service. However, the parties agree that the LYMMO graphics shall coordinate with the LYNX Visual Image Program.

(2.)LYNX shall establish an annual marketing program for the LYMMO service using the LYMMO Graphics (the “LYMMO Visual Image Program”). The LYMMO Visual Image Program shall be subject to approval by the CITY and CRA. The LYMMO Graphics shall be used on all passenger amenities on the LYMMO route as described in subparagraph 7(a)(1.) above.

(3.)The parties acknowledge that LYNX is the creator of the design for the LYMMO Graphics (including the trademark “LYMMO”) and possesses all intellectual property rights in and to the LYMMO Graphics and all associated goodwill. Therefore, the CITY and the CRA agree that LYNX shall retain such intellectual property rights and all intellectual property rights and associated goodwill to any new LYMMO Graphics. LYNX hereby grants a nonexclusive license to the CITY and CRA to use the trademark “LYMMO” and the LYMMO Graphics.

(4.)LYNX shall be responsible for preparing the marketing materials to be used for the LYMMO Visual Image Program subject to the approval of the OSC.

(5.)The CITY shall reimburse LYNX for all reasonable costs actually incurred by LYNX for the marketing and advertising activities referenced in subparagraph 7(a)(4.) above. The CITY’s above reimbursement obligations are contingent on LYNX obtaining the CITY’s prior approval of marketing and advertising strategies related to the applicable costs.

b. BUS EXTERIOR DESIGN AND FINISH.

(1.) LYNX shall design and finish the LYMMO BUSES in a manner which implements the LYMMO Visual Image Program and utilizes the LYMMO Graphics.

(2.) Subject to the CITY or CRA's prior approval of the design, preparation and finish specifications, the CITY or CRA shall reimburse LYNX for all costs associated with the bus exterior design, preparation and finish which are not compensated for in subparagraph 7(b)(3.) below.

(3.) The parties may anytime during the term of this Agreement mutually agree that LYNX may enter into separate contracts with companies, firms or persons for the use of the exterior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX, with such rules and policies for such LYMMO BUSES subject to the approval of the CRA and CITY. All revenues derived from such advertising shall be remitted to the CRA and allocated as described in subparagraph 7(b)(3), above. The CITY and CRA agree that the remitted funds will be allocated pro-rata between the CITY and CRA based on the percentage of the operating cost of LYMMO such agency is paying.

c. BUS INTERIOR ADVERTISING.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of the interior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and approved by the CITY and CRA. All revenues derived from such advertising shall be remitted to the CRA and allocated as described in subparagraph 7(b)(3), above.

d. CUSTOMER INFORMATION KIOSKS.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of Customer Information Kiosks for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and subject to approval of the CITY and CRA. All revenues derived from such advertising shall be remitted to the CITY and CRA and allocated as described in subparagraph 7(b)(3.), above.

8. SIGNALIZATION/TRAFFIC CONTROL. LYNX shall, at its sole cost, be responsible for the procurement and installation of all signalization and traffic control associated with the LYMMO system. The CITY shall, at its cost, be responsible for the operation and maintenance of all signalization and traffic control associated with the LYMMO system.

9. OFFICE SPACE. The CITY shall continue to provide, if necessary, a supervisory booth to LYNX for its personnel as was previously provided in the Centroplex I Garage at no cost to LYNX.

10. INSURANCE.

- a. LYNX represents and warrants that it currently has and will maintain a risk management program, including a self-insurance program for LYNX's operations and that the cost of such risk management program and self-insurance will be invoiced separately and is not included in the hourly rate as set forth in Exhibit "B". Before commencing operations as contemplated by this Agreement, LYNX shall mail to the CITY Certificates of Insurance for the LYMMO BUSES satisfactory to the CITY from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.
- b. The CITY represents and warrants to LYNX that it currently has and will maintain a risk management program, including a self-insurance program. Before commencing operations as contemplated by this Agreement, the CITY shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.

11. NO WAIVER OF SOVEREIGN IMMUNITY. The Parties are aware and understand that each other party is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement or in the relationship between the parties hereunder shall in any way whatsoever constitute any waiver by any party of its rights to invoke sovereign immunity as a governmental entity.

12. INDEMNIFICATION BY THIRD PARTIES. On and after the effective date of this Agreement, LYNX shall require all third party vendors providing any goods or services related to the LYMMO system to defend, indemnify, and hold harmless the CITY, CRA and the LYNX, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnatee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "Damages") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnatee or the Indemnitees or which an Indemnatee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with LYMMO, and which is caused in whole or in part by the

respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Except as otherwise provided in this Agreement, nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the CITY or LYNX to any other party, nor shall it constitute a waiver by the CITY or LYNX of its grants and privileges under the principles of sovereign immunity, including the limitations on liability contained therein. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

13. **THIRD PARTY INSURANCE.** On and after the effective date of this Agreement, LYNX shall require all third-party vendors providing any goods or services related to the LYMMO system to provide and maintain insurance in accordance with the insurance coverage standards of the CITY, CRA and LYNX for such third-party goods and services providers. The respective policy or policies must name the CITY, CRA and LYNX as an additional insured. Nothing contained herein shall require the CITY, CRA or LYNX to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the CITY and LYNX as “additional insureds” on any insurance policy shall constitute a waiver by the CITY, LYNX or the CRA of its grants and privileges under the principles of sovereign immunity, including the limitations of liability contained therein.
14. **NO PERSONAL LIABILITY.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the CITY, CRA or LYNX in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the CITY, CRA or LYNX hereunder.
15. **NO JOINT VENTURE OR AGENCY.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the CITY or CRA as a joint adventurer or partner, team member, contractor, agent or assign of LYNX. The CITY and CRA represent and warrant that they cannot create any obligation or responsibility on behalf of LYNX, nor bind LYNX in any manner. LYNX represents and warrants that it cannot create any obligation or responsibility on behalf of the CITY or CRA, nor bind the CITY or CRA in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the CITY, CRA and LYNX, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.
16. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes and replaces all prior

discussions, understandings and agreements between the parties relating to such matters provided, however, that this Agreement shall not replace nor supersede the Amended and Restated Interlocal Agreement and Trademark License Agreement, which shall remain in full force and effect between the parties. The above-referenced agreements shall be construed and interpreted together as if in one document, but in the event of any conflict or inconsistency between them, the terms of this Agreement shall control. For the avoidance of doubt, this Agreement amends and restates the Original LYMMO Agreement in its entirety.

17. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the CITY now in effect and those hereinafter are adopted.
- b. The location for the settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

18. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only among the CITY, the CRA and LYNX, and inure to the benefit of successors or assigns of the parties. Any assignment of any party's duties or responsibilities under this Agreement, in whole or in part, is subject to the prior approval of the other party.

19. NOTICES. All notices, consents, approvals, waivers and deletions which a party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed, first-class postage affixed, addressed as follows:

CITY: City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Director of Economic Development

With a copy to:

City of Orlando
City Attorney's Office
400 South Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency of the City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Executive Director

LYNX: Central Florida Regional Transportation Authority
455 N. Garland Ave.
Orlando, FL 32801
Attn: Chief Executive Officer

Central Florida Regional Transportation Authority
455 N. Garland Ave.
Orlando, FL 32801
Attn: Senior Staff Attorney

20. AUDIT AND RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all costs associated with the performance of this Agreement and shall keep such records open for the inspection or audit by the CITY or CRA at reasonable hours during the entire term of this Agreement, plus three (3) years after the expiration or termination of this Agreement or such other term as may be specified by the Federal Transit Administration or the Florida Department of Transportation. If any litigation, claim or audit is commenced prior to the expiration of the term of this Agreement and extends beyond such term, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the CITY or CRA shall have access to and the right to examine any of LYNX's records associated with LYMMO.

21. FILING OF AGREEMENT. This Agreement shall be filed by LYNX with the Clerk of the Circuit Court of Orange County, Florida, in accordance with Section 163.01 (11), Florida Statutes. This Agreement is intended by the parties hereto and shall be considered to be an Interlocal agreement such as that described in Section 163.01 (11), Florida Statutes.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first written above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Approved as to Form:

This Agreement is approved as to form only for execution by LYNX and this approval is not to be relied upon by the CITY or CRA for any purpose.

By: _____

Name: _____

Title: LYNX Senior Staff Attorney

ATTEST:

CITY OF ORLANDO

City Clerk

By:_____
Mayor / Pro Tem

APPROVED AS TO FORM AND
LEGALITY

For use and reliance by the City of Orlando,
Florida only.

By:_____
Chief Assistant City Attorney, Orlando,
Florida

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA

By:_____
Buddy Dyer, as its Chairman

ATTEST:

By:_____
Thomas Chatmon, as its
Executive Director

Exhibit "A"

Scope of Services

1.0 Introduction

LYNX is responsible for public transportation services to the general public in the three-county area which includes: Orange, Seminole and Osceola Counties. LYNX offers alternative transportation services in the form of fixed route bus service, paratransit services and mobility assistance services including vanpool/carpool services.

LYNX has been operating fixed route transit circulator services, originally known as the Freebee, in Downtown Orlando. The Freebee service operated in the downtown area originating at the Centroplex I garage. This circulator service provided circulation every 4 to 7 minutes along Orange Avenue and Rosalind Avenue in a counterclockwise loop returning to the Centroplex I garage.

2.0 LYMMO Description. Following the execution of this Agreement LYMMO shall consist of the Original LYMMO (Orange Line), the Parramore BRT Project and North Quarter Loop (Lime Line) and the Downtown Orlando East/West Circulator New Starts Project (Grapefruit Line).

2.1 Original LYMMO Alignment (Orange Line), The Original LYMMO operates within the right-of-way of existing streets between the Centroplex Garage and the Orlando City Hall. The route consists of approximately 2.83 miles of exclusive lanes. Figure 2.1 shows the station locations and alignment plan. The project is divided into four geographical segments. These segments do not reflect the operating route of the project.



Figure 2.1

Creative Village Loop Segment

The Creative Village Loop segment is comprised of a one-way, single-lane loop along Garland Avenue, Amelia Street, Terry Avenue, and Livingston Street. Beginning at Garland Avenue and Livingston Street, an exclusive bus lane (northbound) is provided on Garland Avenue along the east curb lane. At Amelia Street, the alignment turns west with an exclusive bus lane along the north curb lane. The alignment turns south at Terry Avenue along the west curb line. The alignment then turns east onto Livingston Street, with the bus lane provided along the south curb lane. The alignment ends at Hughey Avenue, and picks up again on Livingston Street after crossing Garland Avenue, where two-way bus operations begin (Livingston Street segment). Stations are located on the northwest corner of Terry Avenue and Livingston Street in front of the UnionWest building, and along Livingston Street west of Hughey Avenue (across from the Bob Carr Theater). Three (3) passenger stops are also located as follows: Garland Avenue south of Amelia Street, serving LYNX Central Station and administrative building; Amelia Street west of Hughey Avenue, serving the Orange

County Public Schools administrative offices; and Amelia Street at Terry Avenue on the northeast corner.

Livingston Street Segment

Two-way bus operations begin at Garland Avenue and Livingston Street. The two-exclusive bus-lanes are along the north curb lane of Livingston Street. The alignment extends east; across the CSX railroad tracks and Orange Avenue to Magnolia Avenue. Three "side platform" stations serve this segment. The first station is located immediately west of Garland Avenue serving LYNX Central Station. The second station is located immediately west of Orange Avenue serving the Bank of America Building and the Crescent development at Central Station. The third station is located immediately west of Magnolia Avenue, adjacent to the Orange County Courthouse. The bus lanes are located between two side platforms at both stations.

Magnolia Avenue Segment

Two-way bus operations are proposed along Magnolia Avenue from Livingston Street to Church Street. The two center lanes of Magnolia Avenue are designated as exclusive bus-lanes from Livingston Street to Robinson Street. General purpose traffic lanes (one northbound, one southbound) are located outside of the two bus lanes. Between Robinson Street and Church Street, the two bus lanes shift to the west curb line. There is only one general purpose traffic lane in this segment, for northbound traffic only.

Three side platform stations are located at Jefferson Street serving the post office, Washington Street serving Lake Bola, and Central Boulevard serving the History Center, Heritage Square and the Orlando Public Library.

South Loop Segment

One-way bus operations begin at Magnolia Avenue and Church Street. Southbound buses continue in a bus lane on the west side of Magnolia Avenue. Two traffic lanes are provided on the east side of the street for northbound and southbound general-purpose traffic. The bus alignment then turns west onto South Street. The bus lane is located along the north curb line of South Street. At Orange Avenue, the alignment turns north, traveling contra-flow to general traffic on Orange Avenue. The alignment then turns east on Church Street. The exclusive bus lane is located along the south curb of Church Street between Orange Avenue and Magnolia Avenue. Two-lane bus operations then resume at Magnolia Avenue.

Side platform stations are located on Magnolia Avenue north of South Street serving the Dr. Phillips Center for the Performing Arts, South Street east of Orange Avenue serving City Hall and the Grand Bohemian Hotel, and Orange Avenue south of Church Street serving the SunTrust building and Chase Plaza. Two stops are located at Magnolia Avenue south of Church Street, and Church Street west of Magnolia Avenue.

The Parramore BRT expansion project represents an expansion of the current Orlando LYMMO BRT system through the historic Parramore and Callahan neighborhoods. Originally operating as a loop serving the Creative Village area down to Central Boulevard and I-4, the route was combined with the existing LYMMO Orange Line-North Quarter into one route on December 12, 2021. The Creative Village portion of the route was combined with the existing LYMMO Orange Line on this date also.

North Quarter Loop

The Orange Line North Quarter Loop consists of approximately 1.47 miles of BRT operating in mixed traffic beginning at Livingston Street and Magnolia Avenue, running north on Magnolia with two stops; Amelia Street and Colonial Drive. The route will then turn west onto Marks Street, serving the Marks Street Senior Center, and then proceed to Orange Avenue. The route will turn south onto Orange Avenue, serving a stop at the Steel House development located between Park Lake Street and Colonial Drive. Additional stops on Orange Avenue are located south of the intersection of Concord Street and Orange Avenue, and on the northwest corner of Orange Avenue and Amelia Street. The loop will then proceed south to the intersection of Livingston Street and Orange Avenue, turning west onto Livingston Street into the existing LYMMO right-of-way serving the Orange County Courthouse and then proceeding in the exclusive LYMMO lanes to Garland Avenue.

Hughey & Garland Loop

Approaching the Garland Avenue intersection, the bus will turn right (north) utilizing the LYMMO right-of-way on Garland Avenue to Amelia Street. The route will then head west on Amelia Street between Garland Avenue and Hughey Avenue, utilizing the normal traffic lanes. The route will then turn left (south) onto Hughey Avenue and continue south on Hughey Avenue to W. Washington Street, utilizing the mixed-traffic lanes. The route then turns right (west) onto W. Washington Street under normal signalized operations into a mixed traffic stream from within the existing alignment and typical section. The route continues westbound on Washington Street then turns left (south) onto Division Avenue under normal non-signalized operations. The route operates within a mixed traffic stream along Division Avenue then turns left (east) onto W. Central Boulevard in a BRT and right-turn only exclusive, fixed guideway lane to Hughey Avenue.

One side platform station will be located on Hughey Avenue just north of Washington Street serving FAMU Law School and one passenger stop will be located on Division Avenue just south of Grove Park Drive.

The route crosses Hughey Avenue under normal traffic signal operations entering an exclusive, fixed guideway lane for BRT and right-turn only within the existing alignment and typical section of W. Central Boulevard traveling east beneath I-4. This segment of the Parramore/ North Quarter BRT route will connect to the proposed multi-modal side platform station beneath I-4 and will offer transit connections to the East-West BRT Circulator (Grapefruit Line). The route continues to the intersection of Garland Avenue

then turns left (north) from the exclusive BRT lane under an exclusive transit signal phase onto a BRT and right-turn only exclusive, fixed guideway lane running north on Garland Avenue. The route continues north along Garland Avenue running in mixed traffic lanes until reaching Livingston Street. At Livingston Street, the route continues north on Garland Avenue and enters the existing LYMMO BRT lane running on the right outside lane of Garland Avenue adjacent to LYNX Central Station. The route follows along Garland Avenue within the existing BRT exclusive, fixed guideway lane up to Amelia Street, then turning right (east) to operate in mixed-traffic lanes along Amelia Street to Magnolia Avenue, where it then follows the North Quarter alignment.

There is one passenger stop located on Garland Avenue just south of Robinson Street.

2.3 The Downtown Orlando East/West Circulator New Starts Project Alignment (Grapefruit Line). See Figure 2.3 as follows:

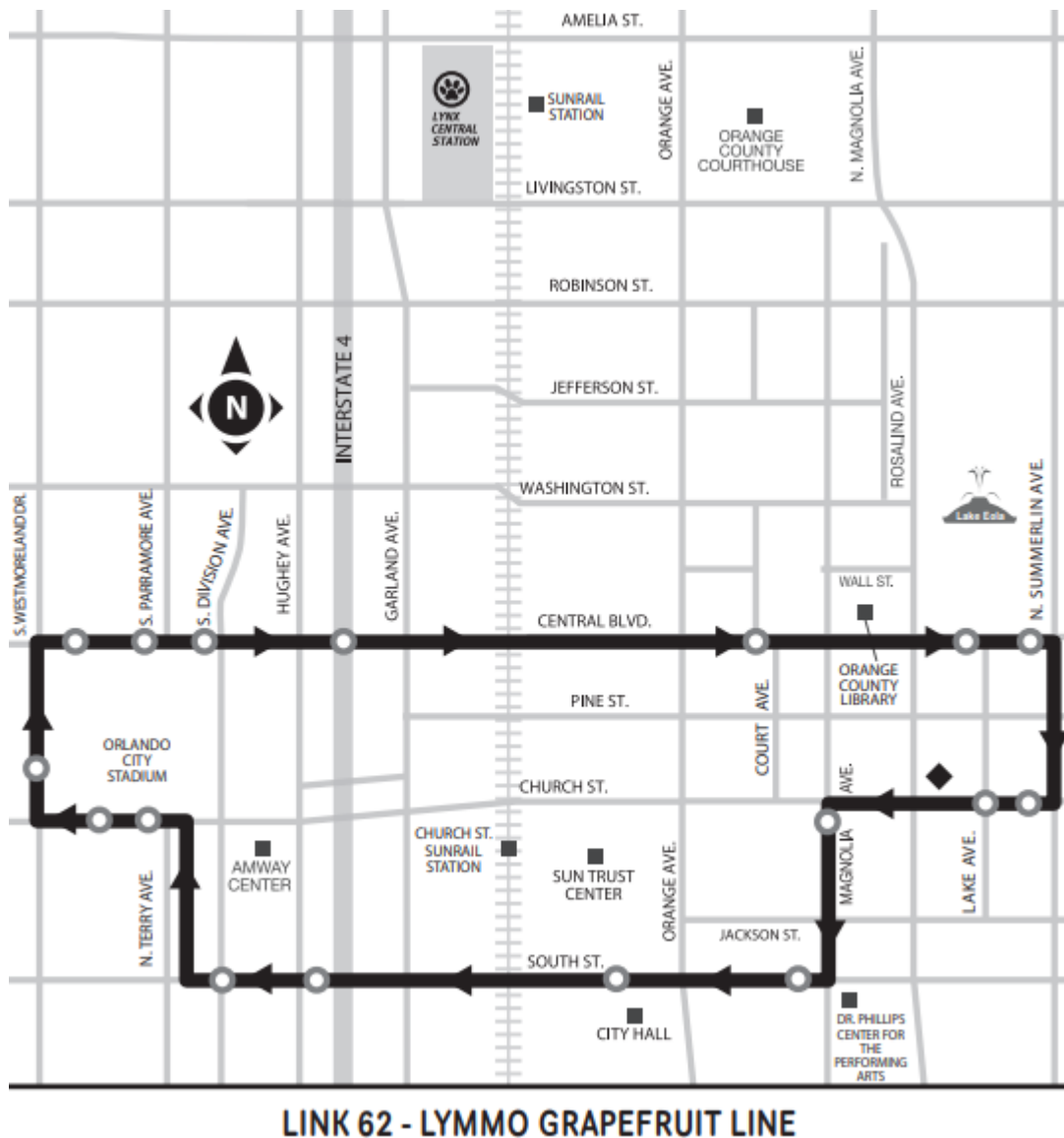


Figure 2.3

The Downtown East/West Circulator BRT (Grapefruit Line) consists of a 3.73 mile BRT circulator providing an east/west connection through Downtown Orlando. This BRT connects to the Original LYMMO (Orange Line), which provides north/south BRT service through the Downtown Orlando CBD and to the Parramore BRT/North Quarter (Lime Line), serving the North Quarter and Parramore districts,. The project alignment and 17 stations/stops are shown in Figure 2.3.

The alignment for the Downtown East/West Circulator BRT runs east on Central Boulevard, beginning at Westmoreland Avenue to Summerlin Avenue (in an exclusive

bus lane between Westmoreland Drive and Division Avenue). At Summerlin Avenue, the route would run south and then turn right (west) along Church Street, then turn left (south) to Magnolia Avenue using the existing southbound exclusive LYMMO lane, and then turn right (west) along South Street. The alignment then turns right (north) on Terry Avenue, then turns left (west) onto Church Street, continues west to Westmoreland Boulevard, turns right (north) on Westmoreland Drive, and continues north to Central Boulevard.

3.0 SERVICE STANDARDS

3.1 Hours of Operation

All LYMMO lines will operate in revenue service from approximately 6:00AM until approximately 10:45PM (16.75 hours) Mondays through Fridays, 10:00AM to 10:45 PM (12.75 hours) Saturdays, and from approximately 10:00AM to 10:00PM Sundays and holidays (12 hours). Sunday schedules will be in effect on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays set by LYNX. Scheduled service may be augmented for special events.

Weekday operations will consist of the following operating periods, corresponding to the required service level (i.e., frequency of service):

Early Morning	6:00AM to 7:00AM
AM Peak	7:00AM to 10:30AM
PM Peak	10:30AM to 6:00PM
Evening	6:00PM to 10:45PM

Saturday, Sunday and holiday operations will consist of the following operating periods:

Saturday	Midday	10:00AM to 6:00PM
	Evening	6:00PM to 10:45PM
Sunday & Holidays	Midday	10:00AM to 6:00PM
	Evening	6:00PM to 10:00PM

Operating schedules will be revised, if necessary, once actual operations begin and actual ridership demands are identified.

3.2 Frequency

The following service frequencies have been established:

Day	Time Period	Headway (Minutes)
Weekdays	Orange Line (Peak)	7-8

	Orange Line (Off-Peak)	15
	Lime Line (Peak)	10
	Lime Line (Off-Peak)	15
	Grapefruit Line (Peak)	10
	Grapefruit Line (Off-Peak)	15
Weekends/Holidays	Orange Line	15
	Lime Line	15
	Grapefruit Line	15

3.3 Vehicle Fleet Size

The number of vehicles required in the LYMMO fleet are a function of the vehicles required during the AM and PM peak periods, plus maintenance spares. A 20% spare ratio is proposed for LYMMO, with a minimum of three spare buses. The year 2016 service plan will require a fleet of 14 buses based on a peak requirement of 11 buses plus three (3) maintenance spares.

4.0 Maintenance

LYMMO service vehicle maintenance will be performed by the LYNX maintenance department at the LYNX Operations and Maintenance base located at 2500 Lynx Lane. These Maintenance activities will be performed in conformance with LYNX's "Preventative Maintenance Plan".

5.0 Safety

LYNX will comply with the LYNX "System Safety Plan" when resolving LYMMO safety related issues. This plan has been designed to cover all safety and security related issues throughout the entire LYNX fixed route service operation.

Exhibit "B"

LYMMO Schedule of Service Costs

Scheduled Service	Hours
Total Hours	49,050

FY2022 Funding Model Rate	\$54.09
Estimated Operating Costs	\$2,652,917
Charging Station Lease Costs*	<u>\$156,000</u>
Total Operating Costs	\$2,808,917

*12-year funding commitment beginning in FY22 as outlined in Interlocal Project Agreement No. 1 between Orlando Utilities Commission and Central Florida Regional Transportation Authority d/b/a "Lynx", and Amendment No. 3 between Orlando Utilities Commission and City of Orlando and Central Florida Regional Transportation Authority d/b/a "Lynx."

** Exhibit B will be updated annually through the LYNX Regional Funding Model as defined by Paragraph 5d.