



# CENTRAL FLORIDA COMMUTER RAIL COMMISSION

May 30, 2019



## Central Florida Commuter Rail Commission

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**Date:** May 30, 2019  
**Time:** 10:00 a.m.  
**Location:** MetroPlan Orlando  
250 S. Orange Avenue, Suite 200  
Orlando, Florida 32801

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### ***PLEASE SILENCE CELL PHONES***

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- I. Call to Order and Pledge of Allegiance**
  - II. Confirmation of Quorum**
  - III. Announcements**
    - A. Commission Chairman – Mayor Buddy Dyer
    - B. SunRail Chief Executive Officer – Ms. Nicola Liquori
  - IV. Agenda Review**
  - V. Public Comments on Agenda Items**

Comments from the public will be heard pertaining to items on the agenda for this meeting. People wishing to speak must complete a “Speakers Introduction Card”. Each speaker is limited to two minutes. People wishing to speak on other items will be acknowledged under Agenda Item XI.
  - VI. Reports**
    - A. SunRail Customer Advisory Committee – Ms. Karla Keeney, Chair
    - B. SunRail Technical Advisory Committee – Ms. Tawny Olore, Chair
    - C. Agency Update – Ms. Nicola Liquori
    - D. Bus Connectivity
      - i. LYNX
      - ii. Votran
  - VII. Action Items**
    - A. Approval of Minutes from the January 31, 2019 meeting
    - B. Lease Request-JBR Holdings – Rob McDaniel
    - C. Final report on SunRail Transition Analysis – Ms. Andrea Ostrodka
    - D. Additional Central Florida Commuter Rail Commission meetings
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## Central Florida Commuter Rail Commission

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### **VIII. Information Items**

- A. Federal Railroad Administration (FRA) PTC 2018 Annual Report
- B. Federal Railroad Administration (FRA) Quarterly Report

### **IX. Board Member Comments**

### **X. Public Comments (General)**

Comments from the public will be heard pertaining to General Information on the agenda for this meeting. People wishing to speak must complete a "Speakers Introduction Card" at the reception desk. Each speaker is limited to two minutes.

### **XI. Next Meeting – August 29, 2019 10:00 a.m. MetroPlan Orlando**

### **XII. Adjournment**

*Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Mr. Roger Masten, FDOT/SunRail Title VI Coordinator, 801 SunRail Drive, Sanford, FL 32771, or by phone at 321-257-7161, or by email at [roger.masten@dot.state.fl.us](mailto:roger.masten@dot.state.fl.us) at least three business days prior to the event.*



# CENTRAL FLORIDA COMMUTER RAIL COMMISSION

May 30, 2019



# TITLE VI

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This meeting, project, or study is being conducted without regard to race, color, national origin, age, sex, religion, disability or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting:

**ROGER MASTEN**

SunRail Title VI Coordinator  
801 SunRail Drive  
Sanford, Florida 32771  
Roger.Masten@dot.state.fl.us

**JACQUELINE PARAMORE**

State Title VI Coordinator  
605 Suwannee Street, Mail Station 65  
Tallahassee, Florida 32399-0450

# PUBLIC COMMENTS

On Agenda Items



# REPORTS

- A. CUSTOMER ADVISORY COMMITTEE - Ms. Karla Keeney
- B. TECHNICAL ADVISORY COMMITTEE - Ms. Tawny Olore
- C. AGENCY UPDATE – Ms. Nicola Liquori
- D. BUS CONNECTIVIY – LYNX & Votran



# AGENCY UPDATE

Ms. Nicola Liquori



# RIDERSHIP ON THE RISE

- Enhanced service schedule with four additional trains
- Launched Southern Expansion
- Connectivity partners
- Strong leisure rider campaigns

**614,319**

(August 2017 – April 2018)

**1,126,646**

(August 2018 – April 2019)



**83%**

# 2019 MARKETING PLAN

## INCREASE RIDERSHIP

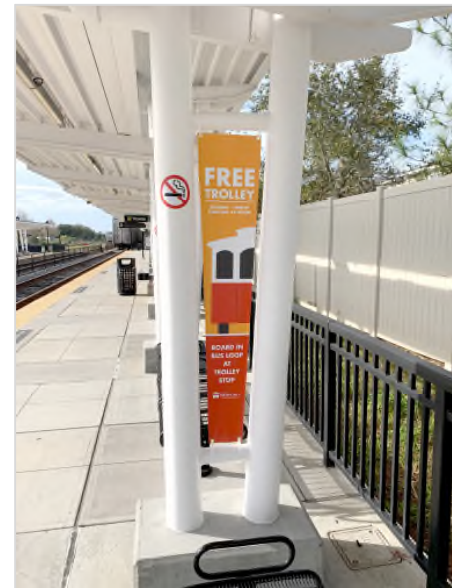
- Downtown Campus
- Magic Games: 16 trains
- Hospital Growth FYTD
  - AdventHealth **UP 77%**
  - Orlando Health **UP 139%**

## INCREASE SUNCARD USAGE

- App Account Manager
- Passes
- Stored Value

## PROMOTE CONNECTIVITY

- **NEW** Times
- **NEW** Signage
- **NEW** Partners



# NEW DOWNTOWN CAMPUS

*Reaching a new generation  
of commuters*

- Just steps from LYNX
- Ridership begins 8/1
- 8,000 students/faculty

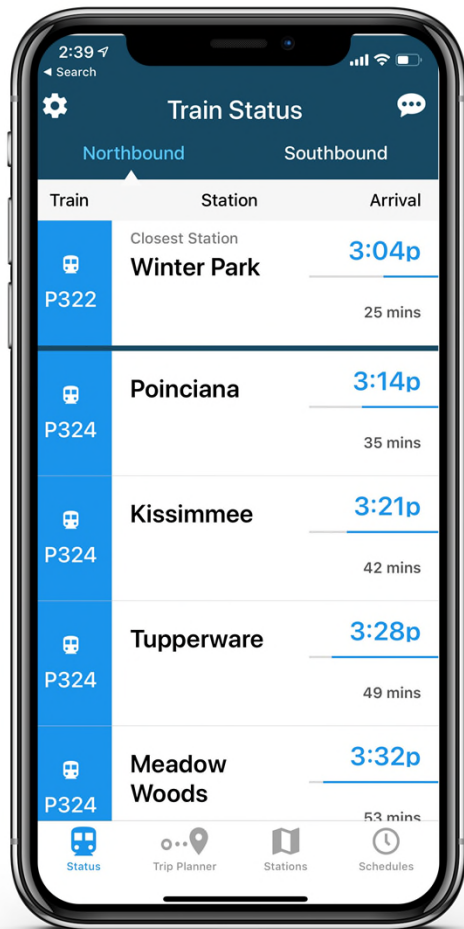


UCF DOWNTOWN  
VALENCIA COLLEGE

STUDENT  
VALID 8/26/19 - 9/30/19



# SUNRAIL APP LAUNCH



## ***SOFT-LAUNCH ROLL OUT: MAY 13, 2019***

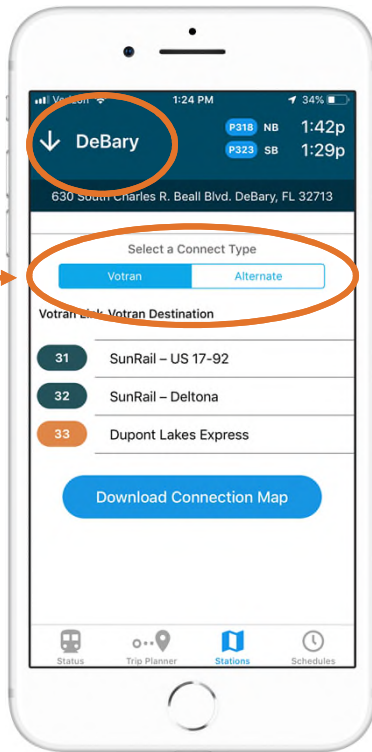
- EMAIL TO CFCRC, TAC & CAC MEMBERS
- TEXT TO SUNRAIL TEXTING DATABASE (2,413 RIDERS)
- 1,073 DOWNLOADS

## ***PUBLIC LAUNCH: MAY 16, 2019***

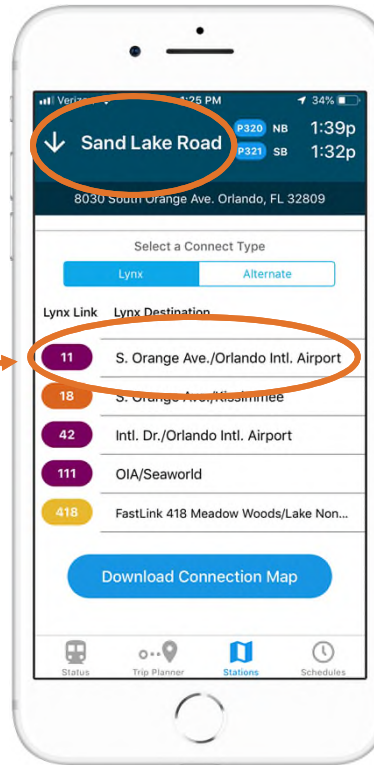
- STRONG EARNED MEDIA COVERAGE
- TOTAL DOWNLOADS - 3,668
- MAINTAINS A 4.8-STAR RATING



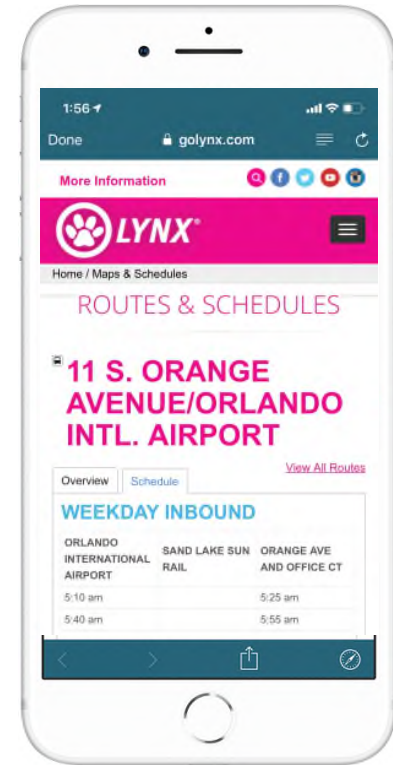
# SUNRAIL APP CONNECTIVITY



**SELECT YOUR STATION-SPECIFIC CONNECTIVITY PROVIDER**



**SELECT YOUR ROUTE DESTINATION**



**VIEW TRAVEL TIMES, PURCHASE TICKETS, EXPLORE TRANSFERS**

# PROMOTING SUNCARDS

COMING SOON

**REGISTRATION PROMOTION**  
*PROMOTING ACCESSIBILITY*



**AMBASSADOR  
RESOURCES**  
*IN-MARKET ENGAGEMENT*



# PROMOTING CONNECTIONS

## MAKING CONNECTIONS EASIER AND MORE CONVENIENT

- NEW Kissimmee Connector
- NEW Signs at Kissimmee/Amtrak
- NEW Trolley Times & Signs at Sanford
- NEW Train to Plane Signs at Sand Lake Road





# NEW SAFETY DISPLAYS



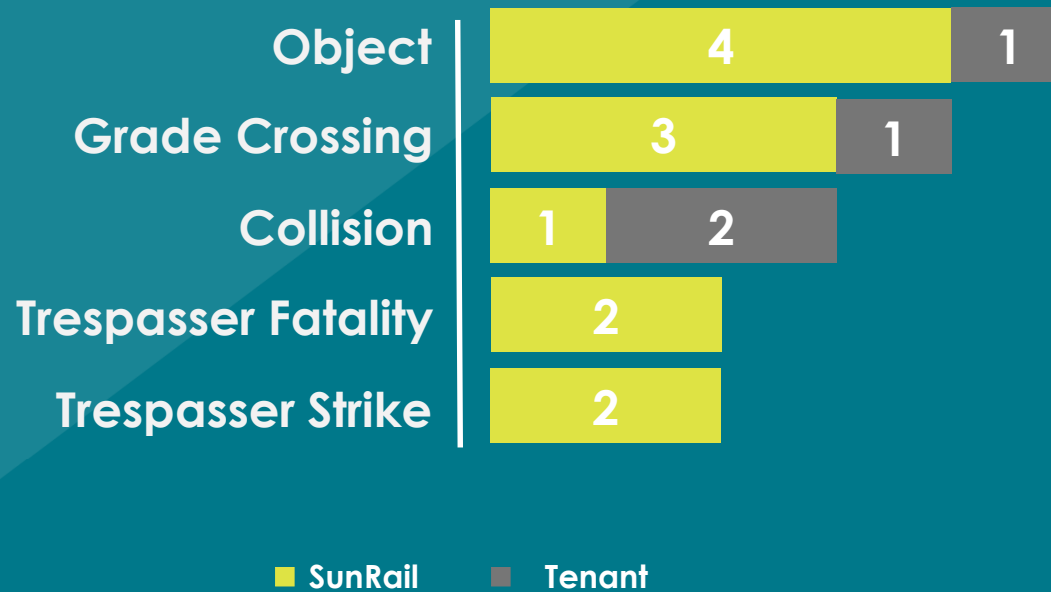
## *New Locations*

- CR 427
- SR434
- Horatio
- Lancaster
- Landstreet
- Carroll



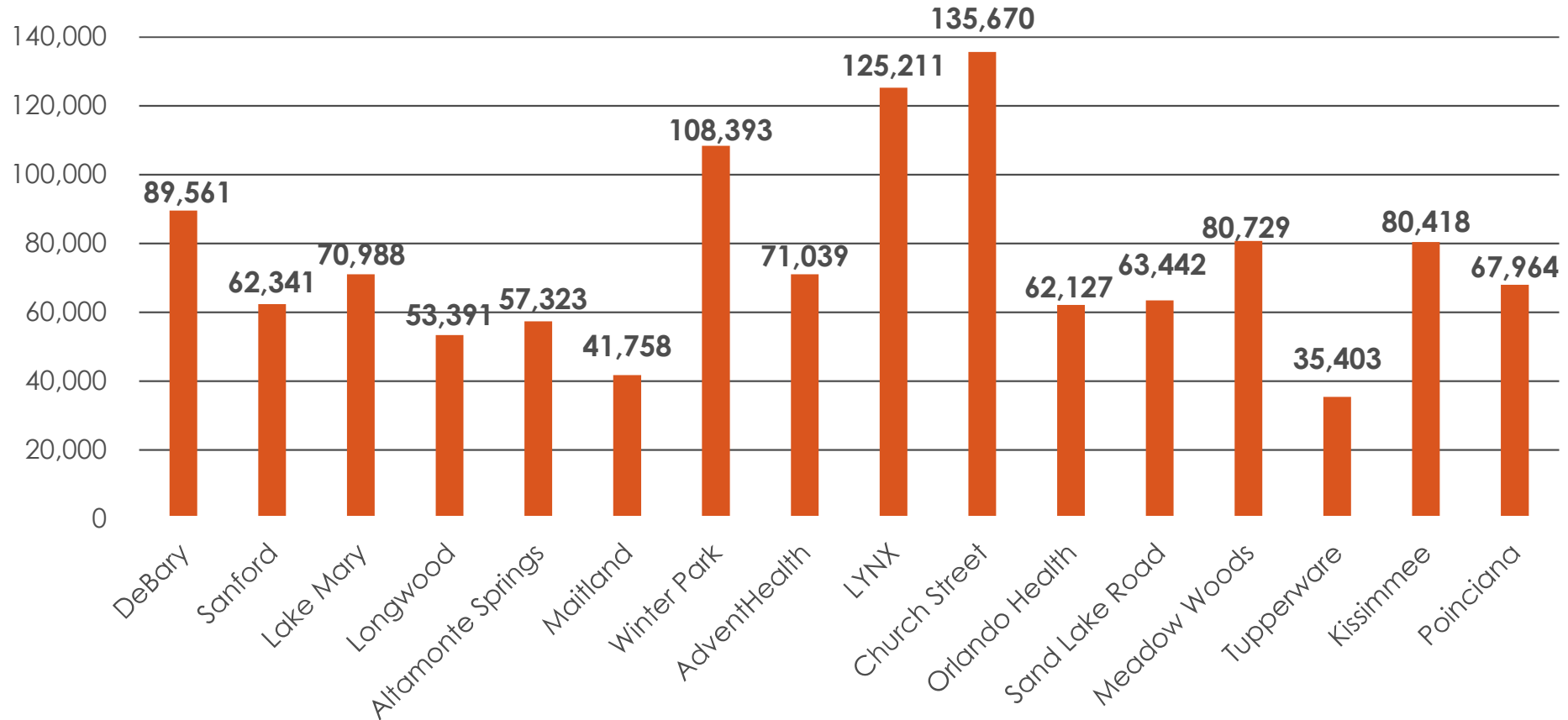
# INCIDENT STATISTICS

Total Incidents 1/1/19 – 4/30/19



# OPERATIONAL PERFORMANCE

## BOARDINGS BY STATION



Ridership July through April 2019

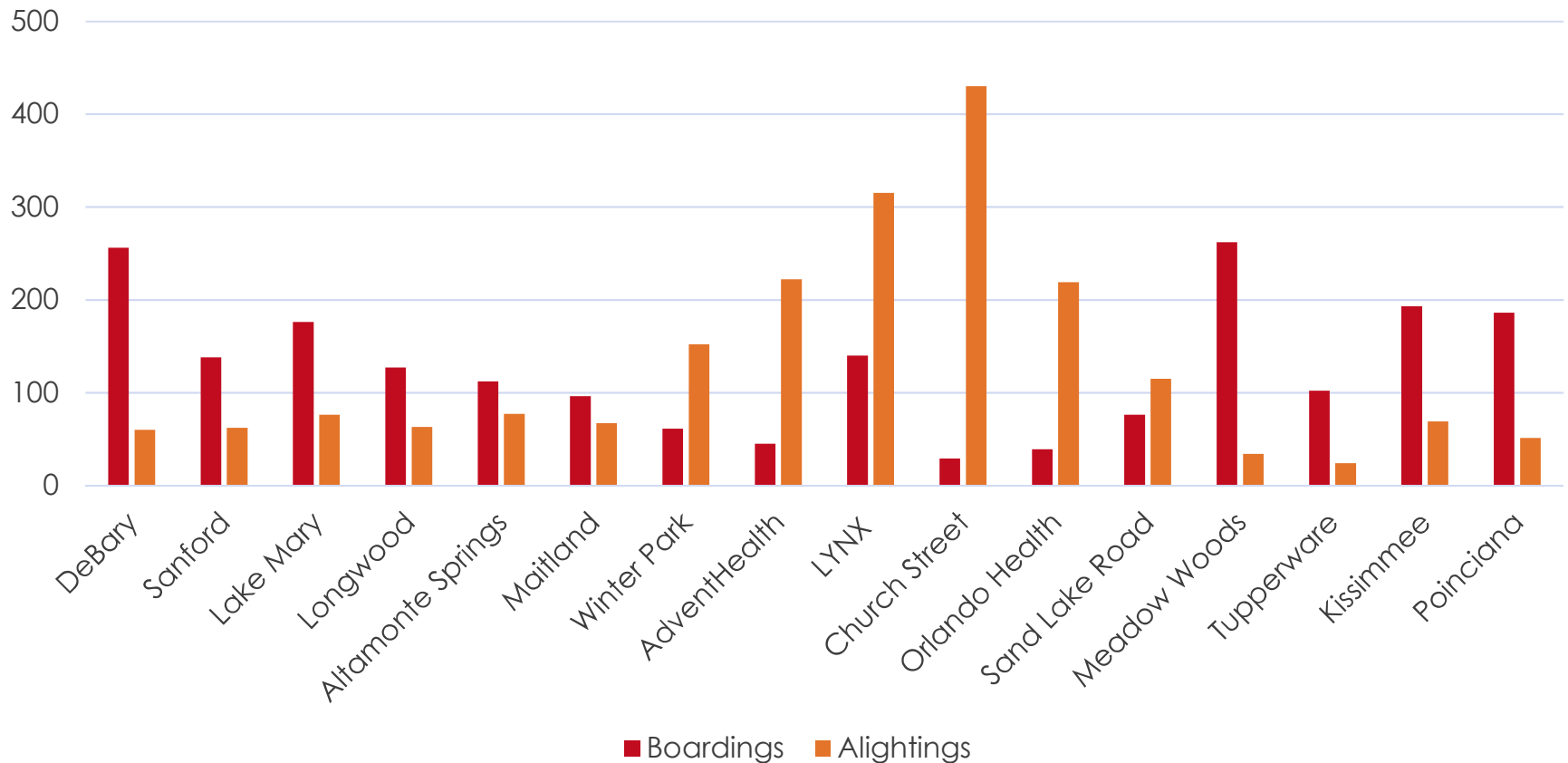
# 2019 AVERAGE DAILY RIDERSHIP BY MONTH

[illegible]

# OPERATIONAL PERFORMANCE BOARDINGS & ALIGHTINGS

## AM PEAK

August 20, 2018 – April 30, 2019

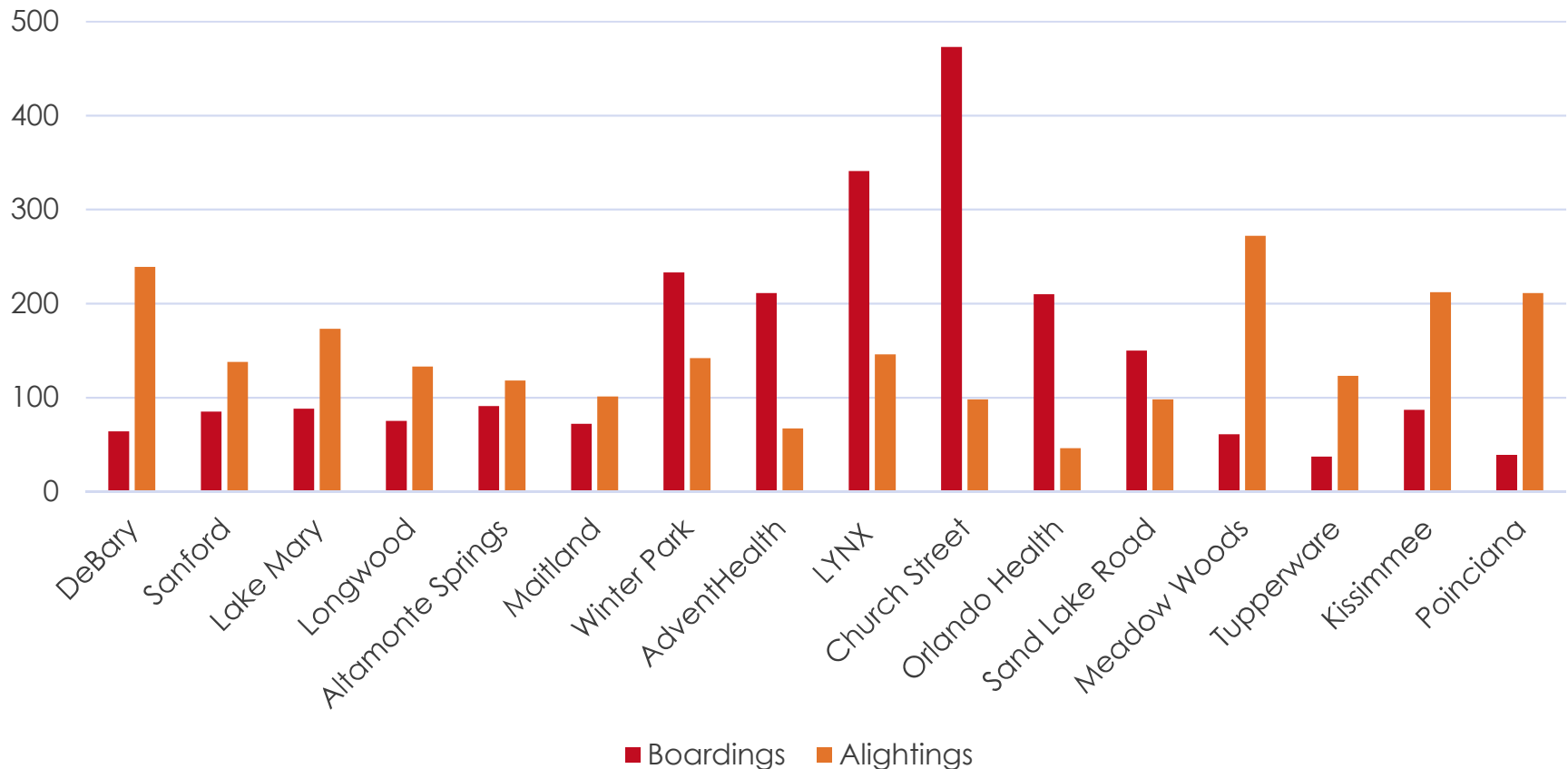




# OPERATIONAL PERFORMANCE BOARDINGS & ALIGHTINGS

## PM PEAK

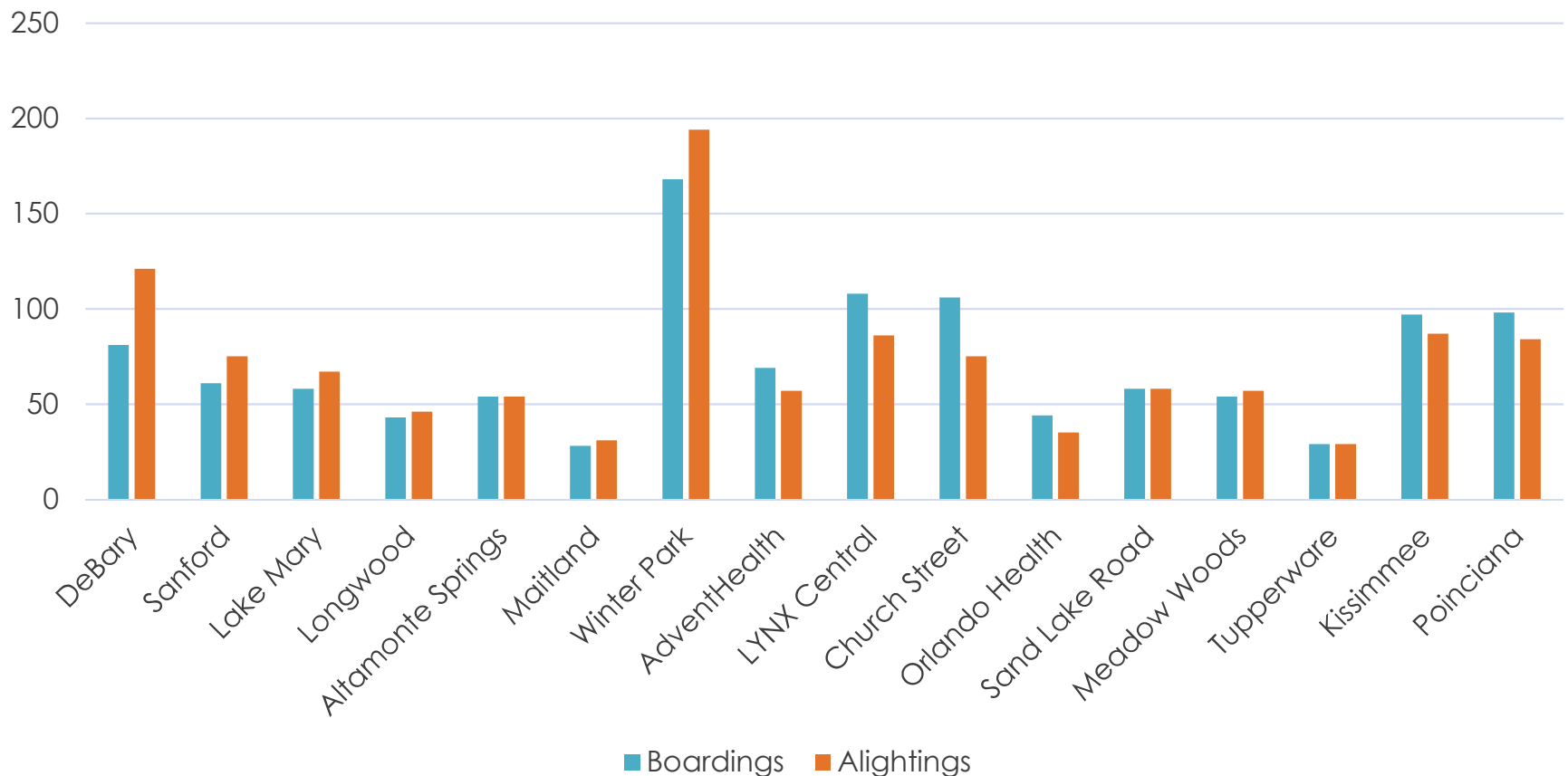
August 20, 2018 – April 30, 2019



# OPERATIONAL PERFORMANCE BOARDINGS & ALIGHTINGS

## OFF PEAK

August 20, 2018 – April 30, 2019

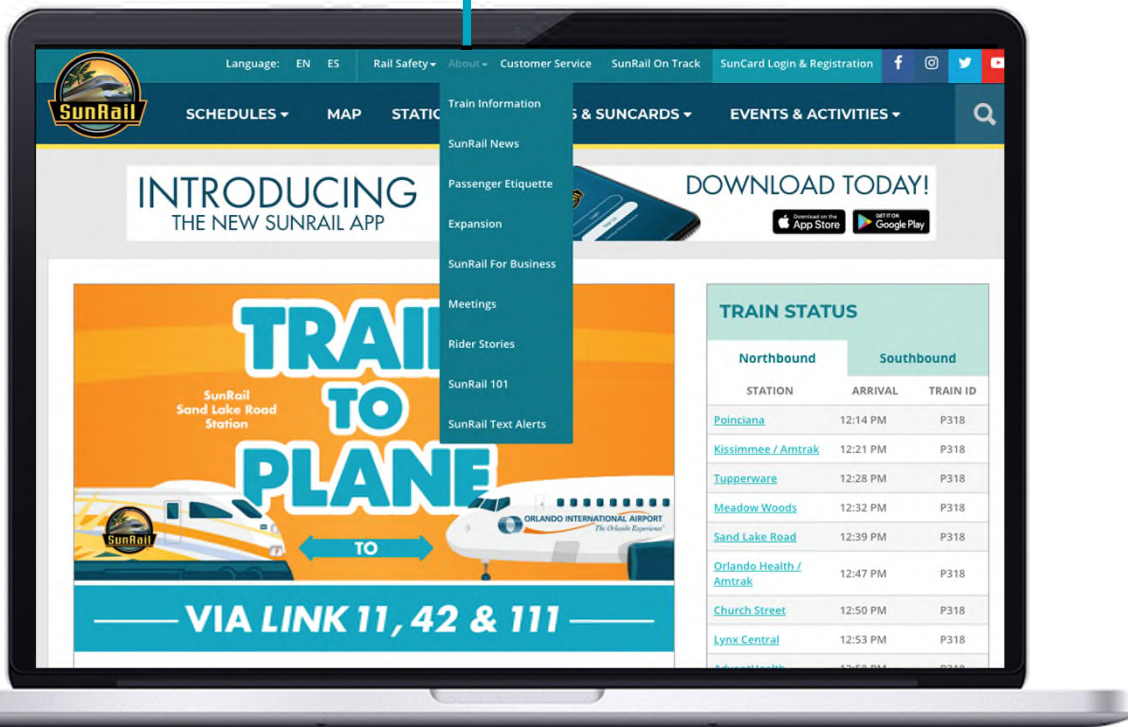


# OPERATIONAL PERFORMANCE AVAILABLE ONLINE

[SunRail.com/About/TrainInformation](http://SunRail.com/About/TrainInformation)

## OPERATING STATISTICS

+ Ridership

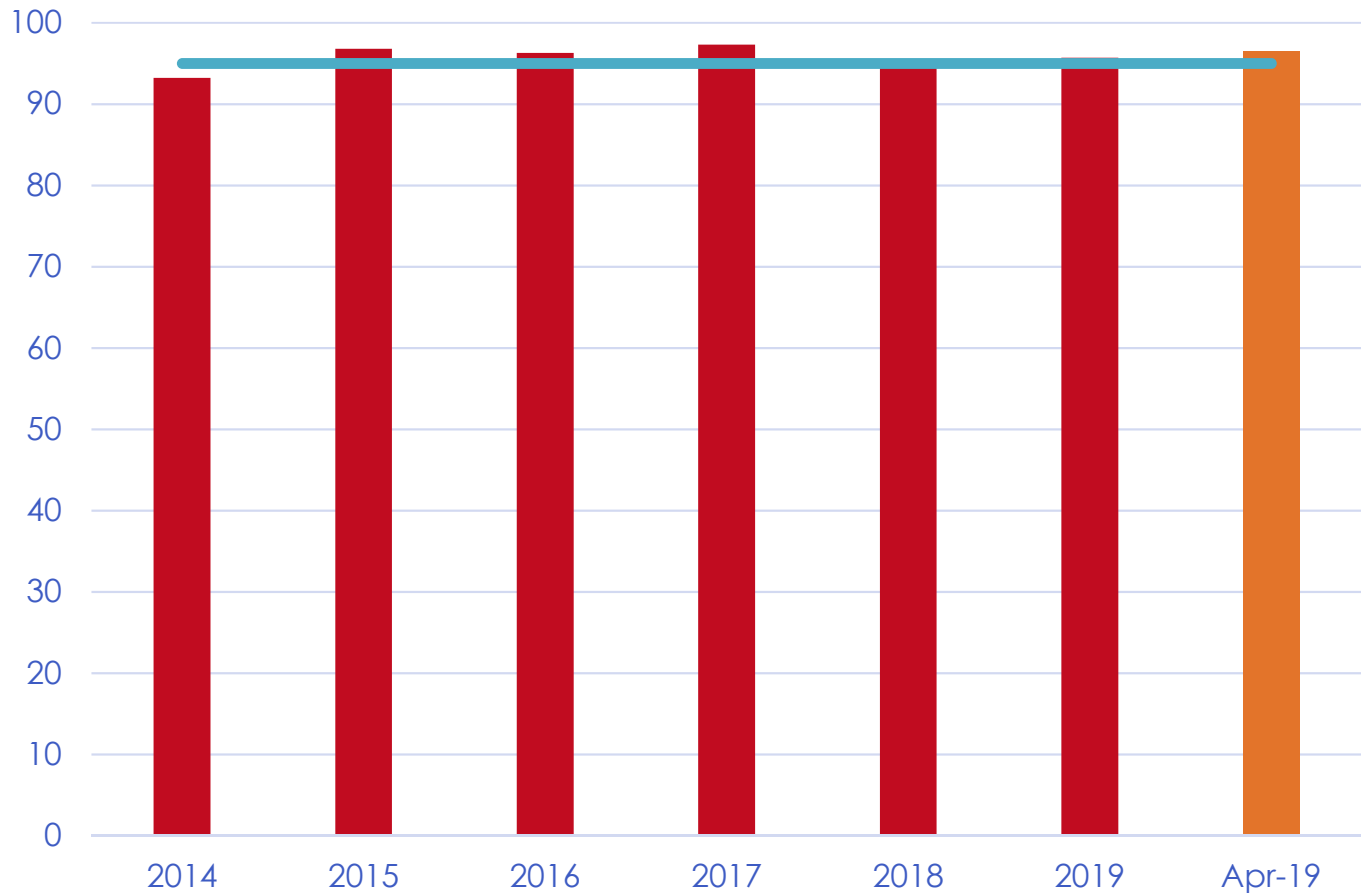


# ON-TIME PERFORMANCE AVERAGE

From Inception and Current Month



**GOAL IS  
GREATER  
THAN OR  
EQUAL TO  
95%**



**OTP Percentage = (Total Number of Trains – Late – Terminated - Annulled) / Total Number of Trains**

# ON-TIME PERFORMANCE AVERAGE

## APRIL 2019

### On-Time Performance Average: 96.5%

| Train Performance Overview |     |
|----------------------------|-----|
| On-Time                    | 849 |
| Late                       | 30  |
| Annulled                   | 1   |
| Total Trains Operated      | 880 |

| Performance Detail                       | Percent of Total Trains |
|--|-------------------------|
| Train Held                               | 0.9%                    |
| Late Turn Off Previous Trip              | 0.9%                    |
| Signals & Components                     | 0.9%                    |
| Trespasser/Crossing Accident/Near Misses | 0.2%                    |
| Mechanical                               | 0.2%                    |
| PD/Activity                              | 0.1%                    |
| Annulled                                 | 0.1%                    |
| Other                                    | 0.1%                    |
| Total (rounded)                          | 3.5%                    |

**Note: Only categories with a value greater than zero are displayed and rounded to one decimal.**

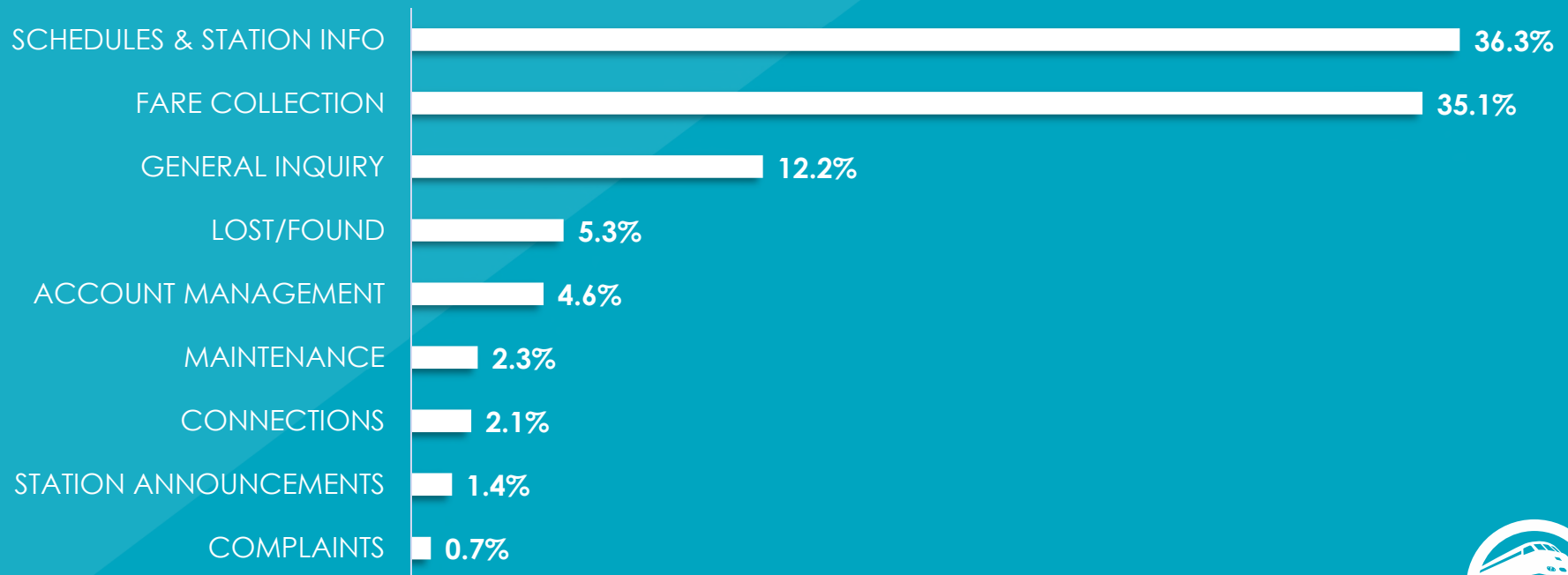
# CUSTOMER SERVICE

*BUILDING RIDER LOYALTY*

**1,100,409**  
**TEXTS SENT**

**Total Call Center Volume July – April 2019**

**23,047**



# ANNUAL OPERATING BUDGET UPDATE

| OPERATING REVENUE                      | ANNUAL<br>BUDGET    | YEAR TO DATE<br>APRIL 30, 2019 |                     |
|--|---------------------|--------------------------------|---------------------|
|  |                     | BUDGET                         | ACTUAL              |
| Farebox revenue                        | \$3,551,400         | \$2,959,500                    | \$2,567,067         |
| CSX usage fees                         | \$3,231,836         | \$2,693,197                    | \$2,382,243         |
| Amtrak usage fees                      | \$1,013,494         | \$844,578                      | \$595,693           |
| FCEN usage fees                        | \$23,361            | \$19,468                       | \$18,079            |
| Right-of-way lease revenue             | \$107,221           | \$89,351                       | \$72,315            |
| Ancillary revenue                      | \$307,490           | \$256,242                      | \$239,443           |
| <i>Subtotal - System revenue</i>       | <i>\$8,234,802</i>  | <i>\$6,862,336</i>             | <i>\$5,874,840</i>  |
| FTA §5307 - Urbanized Area Grant Funds | \$9,809,729         | \$8,174,774                    | \$8,174,774         |
| <b>TOTAL OPERATING REVENUE</b>         | <b>\$18,044,531</b> | <b>\$15,037,110</b>            | <b>\$14,049,614</b> |

**NOTE: These numbers are not audited.**

# ANNUAL OPERATING BUDGET UPDATE

| OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT              | ANNUAL BUDGET       | YEAR TO DATE<br>APRIL 30, 2019 |                     |
|--|---------------------|--------------------------------|---------------------|
|  |                     | BUDGET                         | ACTUAL              |
| Bombardier - Operations  | \$10,309,865        | \$8,591,554                    | \$7,961,017         |
| Bombardier - Maintenance   | \$15,887,162        | \$13,239,302                   | \$12,793,898        |
| Bombardier - Incentive/Disincentive                                      | \$1,309,851         | \$1,091,543                    | \$940,910           |
| Conduent - Back-of-the-House Hosting                                     | \$906,140           | \$755,117                      | \$602,195           |
| Conduent - Fare Equipment Maintenance                                    | \$2,163,268         | \$1,802,723                    | \$1,110,418         |
| Herzog - Signal Maintenance of Way                                       | \$3,162,514         | \$2,635,428                    | \$2,358,386         |
| Green's Energy - Fuel  | \$2,206,080         | \$1,838,400                    | \$1,620,210         |
| Gallagher - Insurance  | \$2,050,000         | \$2,050,000                    | \$1,695,918         |
| Amtrak - Heavy Vehicle Maintenance                                       | \$1,664,521         | \$1,387,101                    | \$888,891           |
| Wells Fargo - Banking Services   | \$6,880             | \$5,733                        | \$4,351             |
| Bank of America - Merchant Services (Banking)                            | \$90,000            | \$75,000                       | \$68,408            |
| MidFlorida - Armored Car Service   | \$52,480            | \$43,733                       | \$49,904            |
| AT&T/Verizon - Wi-Fi Service   | \$34,440            | \$28,700                       | \$19,558            |
| Fare Media Smart Card  | \$-                 | \$-                            | \$-                 |
| Limited Use Smart Card   | \$269,600           | \$269,600                      | \$268,000           |
| Incomm - Card Distribution & Packaging                                   | \$-                 | \$-                            | \$-                 |
| <i>Subtotal - System operating costs</i>                                 | <i>\$40,112,801</i> | <i>\$33,813,934</i>            | <i>\$30,382,064</i> |
| Feeder Bus Expenses  | \$1,843,865         | \$1,536,554                    | \$590,104           |
| Capital Maintenance  | \$7,188,940         | \$5,990,783                    | \$1,320,250         |
| Consultant Support   | \$8,814,461         | \$7,345,384                    | \$5,148,974         |
| <b>TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT</b> | <b>\$57,960,067</b> | <b>\$48,686,655</b>            | <b>\$37,441,392</b> |

**NOTE: These numbers are not audited.**



# ANNUAL OPERATING FY20 BUDGET

## (Preliminary)

| OPERATING REVENUE                      | FY2020<br>BUDGET    |
|--|---------------------|
| Farebox revenue                        | \$3,294,185         |
| CSX usage fees                         | \$3,143,637         |
| Amtrak usage fees                      | \$1,028,530         |
| FCEN usage fees                        | \$25,568            |
| Right-of-way lease revenue             | \$93,322            |
| Ancillary revenue                      | \$323,580           |
| <i>Subtotal - System revenue</i>       | <i>\$7,908,822</i>  |
| FTA §5307 - Urbanized Area Grant Funds | \$10,021,711        |
| <b>TOTAL OPERATING REVENUE</b>         | <b>\$17,930,533</b> |

# ANNUAL OPERATING FY20 BUDGET

## (Preliminary)

| OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT              | FY2020 BUDGET       |
|--|---------------------|
| Bombardier - Operations  | \$10,511,193        |
| Bombardier - Maintenance   | \$16,101,451        |
| Bombardier - Incentive/Disincentive                                      | \$1,330,632         |
| Conduent - Back-of-the-House Hosting                                     | \$933,325           |
| Conduent - Fare Equipment Maintenance                                    | \$2,214,588         |
| Herzog - Signal Maintenance of Way                                       | \$3,162,374         |
| Green's Energy - Fuel  | \$1,931,665         |
| Gallagher - Insurance  | \$1,738,316         |
| Amtrak - Heavy Vehicle Maintenance                                       | \$1,368,067         |
| Wells Fargo - Banking Services   | \$4,906             |
| Bank of America - Merchant Services (Banking)                            | \$92,981            |
| MidFlorida - Armored Car Service   | \$40,686            |
| AT&T/Verizon - Wi-Fi Service   | \$34,402            |
| Fare Media Smart Card  |                     |
| Limited Use Smart Card   | \$424,620           |
| <i>Subtotal - System operating costs</i>                                 | <i>\$39,889,206</i> |
| Feeder Bus Expenses  | \$1,914,211         |
| Capital Maintenance  | \$7,188,940         |
| Consultant Support   | \$8,845,417         |
| <b>TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT</b> | <b>\$57,837,774</b> |

# POSITIVE TRAIN CONTROL

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- Revenue Service Demonstration on Test Territory began 4/22/19
- Estimated implementation December 2019



# LYNX CONNECTIONS

## LYNX Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area

| SUNRAIL STATION                    | Fiscal Year 2019 |              |              |              |              |              |              |     |     |     |     |     | ANNUAL DAILY AVERAGE |
|------------------------------------|------------------|--------------|--------------|--------------|--------------|--------------|--------------|-----|-----|-----|-----|-----|----------------------|
|                                    | Oct              | Nov          | Dec          | Jan          | Feb          | Mar          | Apr          | May | Jun | Jul | Aug | Sep |                      |
| Sanford                            | 151              | 336          | 339          | 100          | 302          | 358          | 390          |     |     |     |     |     | 282                  |
| Lake Mary                          | 58               | 15           | 62           | 80           | 74           | 116          | 124          |     |     |     |     |     | 76                   |
| Longwood                           | 40               | 51           | 73           | 53           | 54           | 90           | 102          |     |     |     |     |     | 66                   |
| Altamonte Springs                  | 225              | 195          | 192          | 205          | 240          | 171          | 38           |     |     |     |     |     | 181                  |
| Maitland                           | 27               | 30           | 29           | 12           | 18           | 18           | 26           |     |     |     |     |     | 23                   |
| Winter Park                        | 212              | 273          | 286          | 187          | 206          | 269          | 255          |     |     |     |     |     | 241                  |
| Florida Hospital/Health Village    | 359              | 399          | 380          | 314          | 327          | 266          | 322          |     |     |     |     |     | 338                  |
| LYNX Central Station               |                  |              |              |              |              |              |              |     |     |     |     |     | -                    |
| Church Street Station              |                  |              |              |              |              |              |              |     |     |     |     |     | -                    |
| Orlando Health/Amtrak              | 27               | 34           | 28           | 35           | 26           | 35           | 27           |     |     |     |     |     | 30                   |
| Sand Lake Road                     | 248              | 255          | 209          | 193          | 201          | 62           | 54           |     |     |     |     |     | 175                  |
| Meadow Woods                       | 130              | 120          | 116          | 120          | 115          | 63           | 107          |     |     |     |     |     | 110                  |
| Tupperware                         | 23               | 18           | 9            | N/A          | N/A          | N/A          | N/A          |     |     |     |     |     | 17                   |
| Kissimmee Intermodal               |                  |              |              |              |              |              |              |     |     |     |     |     | -                    |
| Poinciana                          | 3                | 6            | 5            | 6            | N/A          | 3            | 1            |     |     |     |     |     | 4                    |
| <b>Total - All Stations</b>        | <b>1,503</b>     | <b>1,732</b> | <b>1,728</b> | <b>1,305</b> | <b>1,563</b> | <b>1,451</b> | <b>1,446</b> | -   | -   | -   | -   | -   | <b>1,543</b>         |
| Percent change from FY 18 to FY 19 | -15%             | -10%         | 22%          | -32%         | 23%          | 29%          | 5%           | 0%  | 0%  | 0%  | 0%  | 0%  | -7%                  |

LYNX is undertaking a replacement of its GPS bus tracking system, which also affects the Automatic Passenger Counter (APC) equipment, which is the device that gathers the information for this report. Because of this, ridership numbers may be lower than average.



# VOTRAN CONNECTIONS

## VOTRAN SUNRAIL CONNECTIVITY - March 2019

**NOTE:** Beginning October 2016 driver keys count only boardings and alightings at DeBary Station. Fiscal years 2014, 2015, and 2016 data reported boardings along SunRail Routes.

### Votran Fixed-Route Average Daily Boardings & Alightings at DeBary Station

| Activity at DeBary Station | Fiscal year 2017 |        |        |        |        |        |        |        |        |        |        |        | Annual Daily |
|----------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------|
|                            | Oct-16           | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 |              |
| Days of operation          | 21               | 21     | 22     | 22     | 20     | 23     | 20     | 22     | 22     | 20     | 23     | 13     | 249          |
| <b>Avg Daily Ridership</b> | 54               | 48     | 68     | 69     | 43     | 46     | 47     | 50     | 58     | 67     | 83     | 80     | 59           |

Note: Hurricane Irma in 2017 interrupted SunRail from September 11 to September 19.

### Votran Fixed-Route Average Daily Boardings & Alightings at DeBary Station

| Activity at DeBary Station | Fiscal year 2018 |        |        |        |        |        |        |        |        |        |        |        | Annual Daily |
|----------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------|
|                            | Oct-17           | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 |              |
| Days of operation          | 22               | 21     | 20     | 22     | 20     | 22     | 21     | 22     | 21     | 21     | 23     | 19     | 254          |
| <b>Avg Daily Ridership</b> | 96               | 76     | 79     | 63     | 62     | 69     | 69     | 67     | 61     | 72     | 79     | 72     | 72           |

### Votran Fixed-Route Average Daily Boardings & Alightings at DeBary Station

| Activity at DeBary Station | Fiscal year 2019 |        |        |        |        |        |        |        |        |        |        |        | Annual Daily |
|----------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------|
|                            | Oct-18           | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | Jul-19 | Aug-19 | Sep-19 |              |
| Days of operation          | 23               | 21     | 20     | 22     | 20     | 21     |        |        |        |        |        |        | 127          |
| <b>Avg Daily Ridership</b> | 98               | 66     | 85     | 89     | 64     | 76     |        |        |        |        |        |        | 80           |

No SunRail service on Thanksgiving, Christmas or New Year's days.



# ACTION ITEMS

- A. Adopt Meeting Minutes - January 31, 2019
- B. Lease Request-JBR Holdings – Mr. Rob McDaniel
- C. Final Report on SunRail Transition Analysis – Ms. Andrea Ostrodka
- D. Additional Central Florida Commuter Rail Commission Meetings



# Central Florida Commuter Rail Commission Meeting

January 31, 2019

10:00 a.m.

MetroPlan Orlando

250 South Orange Avenue

Orlando, Florida 32801

Attendees: Chair Viviana Janer, Vice-Chair Mayor Buddy Dyer, Secretary Bob Dallari, Board Member Mayor Jerry Demings and Councilman Ed Kelley

## Minutes

|   |                                |
|---|--------------------------------|
| Meeting was called to order by Chair Viviana Janer at 10:00 a.m.  |                                |
| Pledge of Allegiance and Confirmation of Quorum   |                                |
| <b>Commission Chair's Announcements</b>   | Viviana Janer                  |
| <ul style="list-style-type: none"><li>The Chair welcomed Mayor Jerry Demings and Councilman Ed Kelley to the Central Florida Commuter Rail Commission.</li><li>The Chair noted this January 31<sup>st</sup> meeting will be the last meeting as Chair and that it has been an honor to Chair the Commission especially during the year of SunRail's expansion into Osceola County.</li></ul>  |                                |
| <b>SunRail CEO Announcements</b>  | Nicola Liquori                 |
| <ul style="list-style-type: none"><li>Ms. Liquori recognized Elliott Shepherd, CFRC/SunRail Chief Operating Officer, and Steve Olson, FDOT Public Information Officer, joining at the dais.</li><li>Ms. Liquori recognized Roger Masten, CFRC/SunRail Contract Administrator, and Patricia Ruffino, CFRC/SunRail Financial Operations Manager, joining in the audience.</li><li>Ms. Liquori noted the meeting materials includes 4<sup>th</sup> Quarter PTC Report and the FY18 FTA National Transit Database report as information items.</li></ul>  |                                |
| <b>Public Comments on Agenda Items:</b> <ul style="list-style-type: none"><li>Joanne Counelis stated that she would like SunRail to run 24/7 including nights, weekends and holidays.</li><li>David Porter stated that he publishes a SunRail Riders blog. He would encourage service be provided on Martin Luther King Day.<ul style="list-style-type: none"><li>The Commission inquired of Ms. Liquori to address the contractual service arrangements for holidays.</li><li>Ms. Liquori provided the Interlocal Agreements define base service as weekdays and does not include weekends and holidays. When the fare policy was established, the list of holidays was included. The list of holidays can be revisited; however, it would be in conflict with the definition of base service.</li><li>The Commission recommended that holiday service be revisited.</li></ul></li></ul> |                                |
| <b>Action Items:</b> <ul style="list-style-type: none"><li>Adoption of meeting minutes from August 30, 2018. <b>Motion</b> to adopt minutes passed unanimously.</li></ul>   |                                |
| <b>Agenda Item:</b> Customer Advisory Committee Update  | <b>Presenter:</b> Karla Keeney |
| <ul style="list-style-type: none"><li>Meeting was held November 1, 2018 at LYNX Central Station<ul style="list-style-type: none"><li>A quorum of four members was present.</li><li>The Committee received SunRail staff's presentation, LYNX and Votran updates.</li><li>Committee recommendations:<ul style="list-style-type: none"><li>Revisit the holiday service schedule</li><li>Review bus connectivity</li></ul></li></ul></li><li>Meeting was held January 3, 2019 at LYNX Central Station<ul style="list-style-type: none"><li>A new member, James Grzesik from Seminole County joined the Committee</li><li>A quorum of five members was present</li></ul></li></ul>  |                                |



|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ The Committee received Public Comment <ul style="list-style-type: none"> <li>○ Bus connectivity</li> <li>○ Visually impaired observation of navigating fare purchase</li> </ul> </li> <li>▪ The Committee discussed the improvements to text notifications – train direction, location of incidents with opt-in/opt-out availability</li> <li>▪ Ms. Liquori provided the Committee with an update on the status of the WiFi service</li> </ul>   | <p><b>Agenda Item:</b> Technical Advisory Committee and Transition Working Group Update <b>Presenter:</b> Jim Harrison</p> <ul style="list-style-type: none"> <li>• Meetings were held November 7, 2018 and January 9, 2019 <ul style="list-style-type: none"> <li>▪ At the November 7<sup>th</sup> meeting: <ul style="list-style-type: none"> <li>○ A presentation was provided by the Transition Consultant</li> <li>○ Public outreach, Positive Train Control, Operational statistic, Budget, Business Development and bus connectivity</li> </ul> </li> <li>▪ At the January 9<sup>th</sup> meeting: <ul style="list-style-type: none"> <li>○ Safety statistics were discussed, Positive Train Control project and process, Marketing Plan and bus connectivity</li> <li>○ Election of Officers was held with Osceola County being approved as the Chair was discussed</li> </ul> </li> </ul> </li> <li>• The Transition Working Group continues to work with the Transition Consultant with a number of in-depth discussions</li> </ul> |
| <p><b>Agenda Item:</b> Brightline Update <b>Presenter:</b> Bob O’Malley</p> <ul style="list-style-type: none"> <li>• Mr. O’Malley noted that Brightline has plans to bring express, inter-city rail to Florida</li> <li>• Milestones met in the last year <ul style="list-style-type: none"> <li>○ Completed an open-bid process with the FDOT and CFX</li> <li>○ Negotiations are being held with FDOT and CFX to use the right-of-way along S.R. 417 and I-4 to get to Tampa</li> <li>○ Announcement of strategic partnership with the Virgin Group</li> <li>○ Brightline will rebrand as Virgin Trains USA</li> </ul> </li> <li>• Current status <ul style="list-style-type: none"> <li>▪ Operations in South Florida connecting stations in Miami, Ft. Lauderdale, and West Palm Beach</li> <li>▪ Ridership is growing ahead of projections</li> <li>▪ Phase 2 corridor preparation from West Palm Beach to Orlando, construction will begin, expect operations into Orlando market in 4<sup>th</sup> Quarter 2021 possibly 1<sup>st</sup> Quarter of 2022 <ul style="list-style-type: none"> <li>○ Orlando station will be located at the Intermodal facility at Orlando International Airport</li> <li>○ Operations will be on 3 platforms</li> </ul> </li> <li>▪ Phase 3 corridor to Tampa <ul style="list-style-type: none"> <li>○ Preferred alignment by exiting south of OIA terminal, operate along the Orlando Utilities Commission rail spur to the Central Florida Rail Corridor, operate along the SunRail corridor to S.R. 417, operate along the ROW owned by CFX, then to I-4 to Tampa</li> <li>○ Connection with SunRail at its Meadow Woods Station with cross-platform connection to Brightline</li> <li>○ Provide Regional Mobility</li> </ul> </li> </ul> </li> <li>• Partnerships <ul style="list-style-type: none"> <li>▪ Requires coordination and negotiation with a number of Agencies, OUC, CFRC, CFX, OIA, FDOT, CFCRC</li> </ul> </li> </ul> | <p><b>Agenda Item:</b> Transition Consultant Update <b>Presenter:</b> Andrea Ostrodka</p> <ul style="list-style-type: none"> <li>• Ms. Ostrodka, HW Lochner, provided the team began in August 2018 and substantial advancement has been made in analyzing documents, agreements, and contracts</li> <li>• The Consulting Team was contracted to provide the Commission: <ul style="list-style-type: none"> <li>▪ History of SunRail from inception to present</li> <li>▪ Summarize and analyze the Interlocal Agreements: Governance, Operations and Funding</li> <li>▪ Inventory and documentation of Contracts and Agreements as of October 1, 2018 excluding Positive Train Control contract</li> <li>▪ Financial compendium <ul style="list-style-type: none"> <li>○ Expenses will reflect the 61-mile corridor</li> <li>○ Variable influences on future Budget</li> </ul> </li> </ul> </li> </ul>   |



- 5-year Capital Plan
- Refurbishment and replacement of vehicles
- Additional service
- Expansion of system and/or service
- Governance structure
- Fare collection system
- Insurance requirements
- Level of reserves
- Recommendations
  - Development of 5-year Capital Plan
  - Insurance Evaluation
  - Audit of existing Contracts
  - Review bridge condition
  - Policies and Procedures
    - Procurement
    - Risk Management
    - Standard Operating Procedures
    - Job Descriptions and search initiatives
  - Consideration of Legislative initiatives
  - Procurement strategy – Contract renegotiations
  - Conduct search and hire executive staff
  - 6-month concurrent transition with Commission operations and FDOT operations
  - Location of Operations

**Agenda Item:** Agency Update

**Presenter:** Nicola Liquori

- Ms. Liquori provided that Secretary Thibault has been selected as the Secretary of the Department of Transportation. The Secretary is travelling around the State reintroducing himself to DOT staff.
- Ms. Liquori recognized Bombardier Mass Transit Corporation’s new SunRail General Manager, Scott Treece. Scott joined the team in Fall 2018. Scott came from California and brought some best practices to SunRail.
- Quarterly Highlights
  - Introduction of a Game Night Train for weekday Magic games beginning in November 2018. After expanding the schedule from 36 to 40 trains, the Northbound movement from Church Street is handled by the P340. Request for southbound service for game nights. Bombardier, the Operations & Maintenance contractor, proposed a solution adding P341 to stage at Church Street and moves South. The addition has been well received with an average ridership of 50.
  - In December, SunRail had the opportunity to utilize a mid-day train from Winter Park for the performance of The Gift of the Magi by Opera Del Sol. Special event, regular fare tickets were sold and the performance took place on the top level of a coach car. There were about 70 people who enjoyed this special event. As we partner with the community for opportunities like this, it expands the leisure ridership and introduces new riders to the system.
  - Also in November, SunRail celebrated its millionth rider. An employee of Florida Hospital was surprised by the recognition. The annual ridership for 2018 was over 1.1 million.
  - SunRail’s 2019 goals and Marketing Plan
    - Increase Ridership to 1.5 million which equates to approximately 5,900 per day
      - Systemwide with each station destination having individual uniqueness
      - Non-Peak leisure riders
    - Increase SunCard usage
      - SunCard is a pre-paid card with an established account and provides for weekly, monthly or annual passes. The card allows for stored value which provides a 10% bonus. Staff is analyzing the past usage at the individual stations.
    - Promote Connectivity
      - SunRail is working closely with LYNX. LYNX has made some recent changes to their connection times such as the Link 111 from Sand Lake to the airport known as “Train to Plane”.
      - Station Ambassadors are providing customer feed-back to incorporate in the communication plan.

- Promote newer connections such as the Tupperware NeighborLink which LYNX recently expanded allow the connection from the station to Tupperware headquarters and the new medical pavilion.
  - Reduce incident management time for disruptions out of SunRail's control. Providing pertinent information to riders by text alerts in order for them to make transportation decisions. The Customer Advisory Committee provided valuable feed-back on what information is key. One of the key factors was identifying the area and direction of a service disruption. The customer has the choice to continue receiving text updates or opt-out.
- Safety Enhancement
  - Implementation of a "Dynamic Envelope" at Fairbanks. A term used for stripping at a crossing that provides a driver or pedestrian the visual that you should not be within the envelope. After looking at a high incident area, Fairbanks Avenue, the treatment was applied and staff is evaluating the results. Once the evaluation is complete, staff will look at other crossings that might benefit from this type of treatment.
- Recent Updates along the Corridor
  - Florida Hospital is now AdventHealth. A number of assets had the Florida Hospital logo and the process is underway to make the change.
  - The City of Orlando has launched a bike share program. As ways are reviewed to resolve the first and last mile connectivity, SunRail is embracing the initiative while remaining mindful of ensuring safety while working to promote the program.
- Positive Train Control
  - The required goals for 2018 were met
    - Hardware was installed
    - Spectrum was acquired
    - Training was completed
    - Submitted request to the FRA to enter Revenue Service Demonstration on a 12-mile test territory
    - The FRA has acknowledged the request and they have 90-days to provide the formal response
    - SunRail will begin working with CSX and Amtrak on interoperability
    - Full implementation is on schedule to be completed by the end of 2019 along the 61-mile corridor
- Ridership Reporting
  - Fare Collection and ridership
    - The fare collection system is an open fare, proof of payment system
    - The system is account based
    - Station platforms are accessible with no fare gate. Riders are not required to present a ticket in order to board
    - The O & M Contractor is required checks a defined percentage of passenger tickets on a particular trip
  - Ridership is reported monthly and annually to the FTA through the National Transit Database
    - Conductors conduct 100% manual count. From that, required reporting to the NTD includes passenger miles travelled and miles travelled for passenger trips.
    - In 2015, SunRail engaged Dr. Chu, a qualified statistician recognized by the NTD. On an annual basis, Dr. Chu analyzes the ridership and ensures what is being reported to the NTD is appropriate.
  - Ridership reporting by month for 2018, indicates the impact of opening the Southern Expansion
  - Average Daily Ridership also shifts with the Southern Expansion coming on line
    - The last quarter of the calendar year ridership was approximately 5,500/5,600 per day
  - Boardings by Station are strong at the external and internal stations for the longer trips
  - AM, PM and Off Peak Boardings and Alightings are post free-fare promotion that ended August 20 and normal operations resumed over the full 49 miles and 16 stations
- On-Time Performance
  - Indicates the reliability of the system and for the month of December it was above the 95% established goal
- Call Center Stats

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>○ Staff continues to review the statistics and responses</li> <li>○ Complaints are less than 1%</li> <li>○ An on-board survey was conducted January 30<sup>th</sup> and asked for a rating of satisfaction with the service and the response was 95% satisfied to very satisfied</li> <li>▪ Budget Update <ul style="list-style-type: none"> <li>○ The source of operating revenue including the FTA 5307 funds used for maintenance activities</li> <li>○ System Operating costs are budgeted for approximately \$40 million, for mid-year the budget is approximately \$21.2 million, and actual is under that at \$18 million</li> <li>○ The amounts shown are on a cash basis and a true-up will occur at the full year-end reporting</li> </ul> </li> </ul>  |  |
| <p><b>LYNX Bus Connectivity:</b></p> <ul style="list-style-type: none"> <li>• When LYNX last reported to the Commission in July, the ridership report did not include the Southern Expansion and the ridership was average high 1,300. From August to date, the average daily ridership is approximately 1,700 <ul style="list-style-type: none"> <li>• Ms. Hawkins provided that ridership exceeds the daily average of 1,700 as LYNX Central Station and Kissimmee Intermodal due to all the connections</li> <li>• The current LYNX fleet is approximately 50% equipped with Automatic Passenger Counters (APCs). The LYNX board has approved full fleet outfitting of APCs. Once fully equipped the average daily ridership will improve</li> </ul> </li> </ul>  | <p><b>Presenter: Tiffany Hawkins</b></p> |
| <p><b>Votran Bus Connectivity:</b></p> <ul style="list-style-type: none"> <li>• Connectivity chart provided <ul style="list-style-type: none"> <li>• Mr. Stephens reported at the recent TAC meeting and noted that the ridership has increased</li> </ul> </li> </ul>   | <p><b>Presenter: Nicola Liquori</b></p>  |
| <p><b>Information Items:</b></p> <ul style="list-style-type: none"> <li>• FY18 Annual FTA/NTD Report</li> <li>• FRA/PTC 4<sup>th</sup> Quarter Report</li> </ul>   |  |
| <p><b>Board Member Comments:</b></p> <ul style="list-style-type: none"> <li>• The Chair asked if records indicate what is the most common complaint received <ul style="list-style-type: none"> <li>○ Ms. Liquori noted that staff discuss complaints that are received</li> <li>○ The Chair requested staff compile a matrix of the top complaints</li> </ul> </li> <li>• The Chair asked Staff to look into digital signage installation at key stations showing the feeder bus arrivals</li> <li>• Councilman Kelley asked if the Commission could meet to discuss Amendments to the Interlocal Agreements <ul style="list-style-type: none"> <li>○ The Chair asked Ms. Liquori to provide background information</li> <li>○ Ms. Liquori noted that Volusia County offered an Amendment to the Interlocal Operating Agreement and one for the Interlocal Funding Agreement and one for the Interlocal Governance Agreement. The Volusia Council considered the Amendments in 2017. The Amendments were provided to the Working Group and an additional list of potential topics for Amendments are in a process that FDOT is not involved in.</li> <li>○ The Chair asked Jim Harrison to provide information from the Working Group</li> <li>○ Mr. Harrison provided that after Volusia submitted the proposed Amendments, the Commission discussed the matter extensively. The Commission directed that a Working Group of staff be developed to compile a comprehensive list for discussion with FDOT.</li> <li>○ Ms. Liquori clarified that the list has not yet been provided to FDOT.</li> </ul> </li> </ul> |  |
| <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• Jose Hoyos noted that an application has been submitted to Orange County for land use change for a Transit Oriented Development near the Meadow Woods Station and asked for the Commission's support.</li> </ul>   |  |
| <p><b>Election of Officers:</b></p> <ul style="list-style-type: none"> <li>• Ms. Liquori opened the election of officers for the Central Florida Commuter Rail Commission. There are three positions: Chair, Vice-Chair and Secretary and opened nominations. <ul style="list-style-type: none"> <li>▪ Chair Janer nominated Mayor Dyer for Chair. Hearing no further nominations, the nomination of Mayor Dyer for Chair was unanimously approved.</li> </ul> </li> </ul>   | <p><b>Presenter: Nicola Liquori</b></p>  |

- Mayor Dyer nominated Commissioner Bob Dallari for Vice-Chair. Hearing no further nominations, the nomination of Commissioner Bob Dallari was unanimously approved.
- Commissioner Bob Dallari nominated Mayor Jerry Demings for Secretary. Hearing no further nominations, the nomination of Mayor Jerry Demings was unanimously approved.

**Next Meeting:** Thursday, May 30, 2019 @ 10:00 AM

MetroPlan Orlando  
250 S. Orange Ave., Suite 200  
Orlando, Florida 32801

**Adjournment:** Meeting adjourned at 11:44 a.m.

**LEASE AGREEMENT**

ITEM/SEGMENT NO.: 412994 2  
 MANAGING DISTRICT: 5  
 F.A.P. NO.: \_\_\_\_\_  
 STATE ROAD NO.: CFRC  
 COUNTY: ORANGE  
 PARCEL NO.: FDOT SURPLUS FILE #

THIS **AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and JBR Global Holdings, LLC

(hereinafter called the Lessee).

**WITNESSETH:**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Lease may be renewed for an additional five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor thirty (30) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of access and parking. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$6,400 plus applicable tax, for each year \_\_\_\_\_ of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to FDOT, Attention: Todd Moynihan, 719 S. Woodland Boulevard, DeLand, Florida 32720. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Five of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

☐ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☒ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than (see Item 5 Insurance in Exhibit B to the addendum) (\$ \_\_\_\_\_) for bodily injury and property damage, and not less than (\$ \_\_\_\_\_) for property damage, or a combined coverage of not less than (\$ \_\_\_\_\_). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:  
JBR Global Holdings, LLC, 8687 West Irlo Bronson Memorial Highway, Suite 200, Kissimmee, Florida 34747-8205

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

JBR Global Holdings, LLC  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_  
District Secretary

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

LEGAL REVIEW:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
District Counsel

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name



### ADDENDUM

This is an Addendum to that certain Lease Agreement between JBR Global Holdings, LLC

and the State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

The Florida Department of Transportation is the owner of the Central Florida Rail Corridor (CFRC), also commonly referred to as the SunRail Corridor or CSX Corridor. The limits of the CFRC extend from MP 749.61 to MP 813.82 of the original CSX Transportation, Inc., A-line. The following general terms and conditions apply to this Lease issued for property within the CFRC by the Department, unless otherwise stated:

1. The construction of improvements on the leased property is strictly prohibited without the express written permission of Lessor. All construction of improvements on the Leased property, if expressly authorized by Lessor in writing, shall be subject to the following:
  - a. Subject to written approval by Lessor of construction plans provided by Lessee.
  - b. Subject to all terms, conditions and requirements contained in CFRC SUNRAIL GROUND LEASE CONSTRUCTION TERMS AND CONDITIONS attached hereto as Exhibit B to the Addendum.
  - c. Lessor has agreed herewith that the sketch and description of the lease parcel attached hereto as Exhibit A to the Lease is in substance approved subject to other requirements of construction.
  - d. As depicted on Exhibit C to the Addendum, Lessee must install an FDOT approved fence along the Easterly boundary of the lease, thereby securing the lease area from the railroad tracks. Further, at the expense of the Lessee, all underground utilities in and around said fence line must be located by a CSX/SunRail approved utility locate contractor. Any potential utility conflicts must be resolved to the Lessor's satisfaction.
2. Lessee is solely responsible for compliance with all permits, fees, approvals, rules, regulations and agreements as may be required by the local governing authority. Any violations and/or fines related to non-compliance to the aforementioned are the full responsibility of the Lessee.
3. The lease parcel is described as being approximately twenty eight (28) feet wide and approximately one hundred fifty one and 6/10 (151.6) feet long.
  - a. The lease parcel contains approximately 4,245 square feet (approximately 0.097 acres).
  - b. The East boundary of the lease parcel lies twelve (12) feet West of the centerline of the West track, as measured perpendicular to said centerline of track.
  - c. A 10-foot wide fire lane over the Westerly ten (10) feet of the lease parcel must remain open and clear at all times.
4. Paragraph 4 of the Lease Agreement regarding approval of improvements is modified as follows: No structures or improvements of any kind shall be placed upon the property without the prior written approval of the Chief Executive Officer of CFRC/SunRail.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

JBR Global Holdings, LLC  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_  
District Secretary

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

LEGAL REVIEW:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
District Counsel

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name



SCHEDULE "A"

Lease Parcel Sketch and Description  
Exhibit A to the Lease

DESCRIPTION:

A portion of Section 07, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:


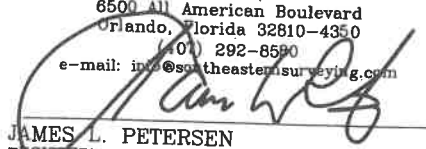
Begin at the Southeast corner of Lot 2, Harper & Shepherd Replat according to the plat thereof recorded in Plat Book K, Page 84, Public Records of Orange County, Florida, said point being on the Westerly right of way line of the Central Florida Commuter Rail per Central Florida Commuter Rail Transit, Segment "G" Mainline Boundary Survey (Section 75000); thence South 43°55'46" East, a distance of 28.30 feet along a Southeasterly projection of the Easterly line of Lot 2 as shown on said Harper & Shepherd Replat to a point on a line that is 28.00 feet Easterly of and parallel with said Westerly right of way line; thence South 37°45'05" West, a distance of 151.60 feet along said parallel line to a point on a Southeasterly projection of the Westerly line of Lot 4 as shown on said Harper & Shepherd Replat; thence North 43°55'46" West, a distance of 28.30 feet along the Southeasterly projection of the Westerly line of said Lot 4 to a point on said Westerly right of way line; thence North 37°45'05" East, a distance of 151.60 feet along said right of way line to the POINT OF BEGINNING.

Containing 4,245 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Westerly right of way line of the Central Florida Commuter Rail per Central Florida Commuter Rail Transit, Segment "G" Mainline Boundary Survey (Section 75000), being North 37°45'05" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEET 2

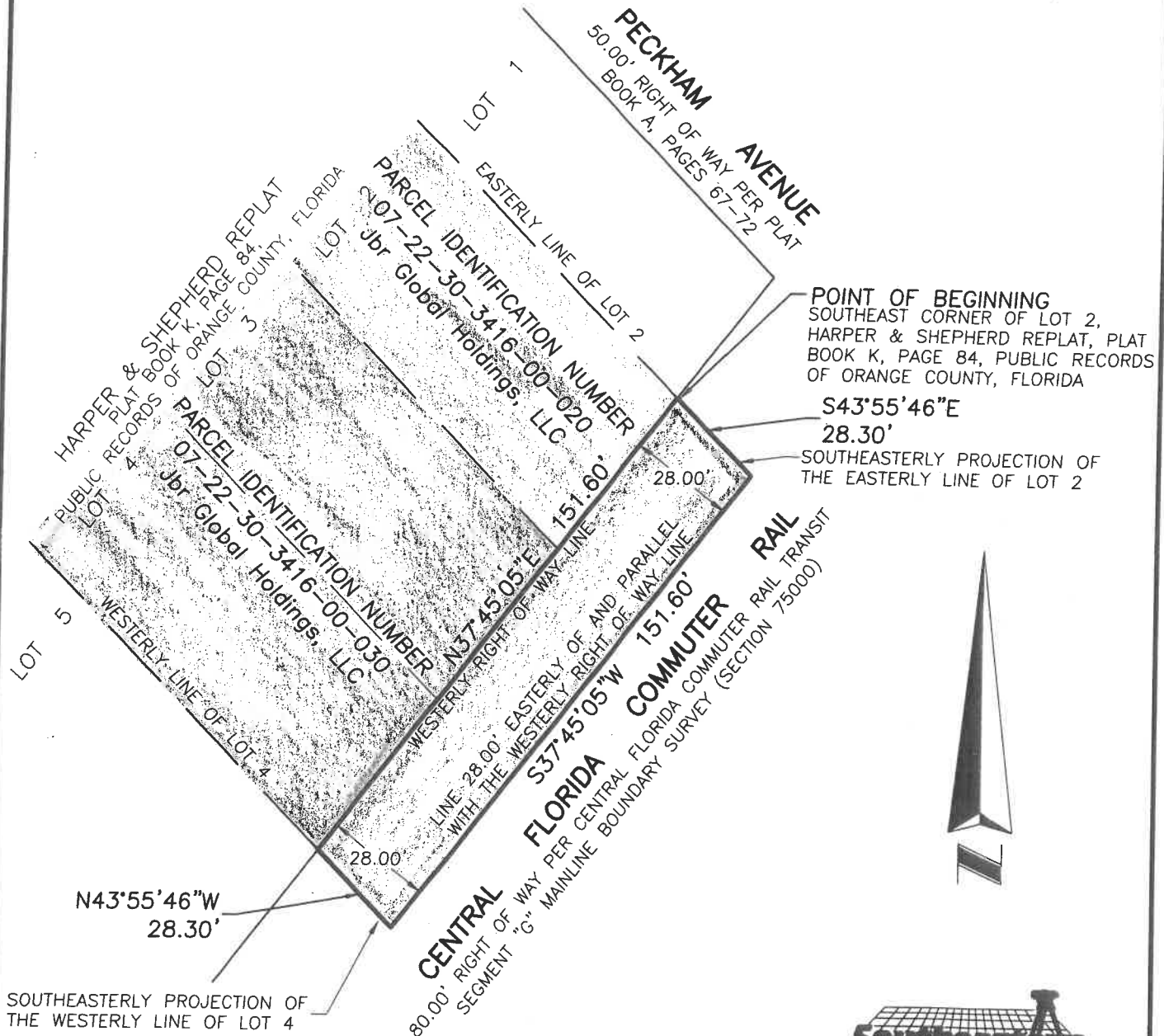
|                                 |   |  |
|---------------------------------|---|--|
| <b>DESCRIPTION</b>              | Date: 11/02/2018 KR   | Certification Number LB2108 60347002   |
| FOR<br>JBR GLOBAL HOLDINGS, LLC | Job Number: 60347 Scale: 1" = 20'   | <br><b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b><br>6500 All American Boulevard<br>Orlando, Florida 32810-4350<br>(407) 292-8500<br>e-mail: info@southeasternsurveying.com<br><br><b>JAMES L. PETERSEN</b><br>REGISTERED LAND SURVEYOR Number 4791 |
|                                 | Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that<br><b>THIS IS NOT A SURVEY.</b><br>REVISED : 02/21/2019 CH<br>REVISED : 11/14/2018 KR |  |
|                                 | SHEET 1 OF 2<br>SEE SHEET 2 FOR SKETCH  |  |

# SKETCH OF DESCRIPTION

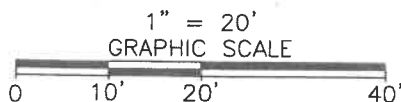
## Lease Parcel Sketch and Description

### Exhibit A to the Lease

SECTION 07, TOWNSHIP 22 SOUTH, RANGE 30 EAST



Revised : 02/21/2019 CH  
 Revised : 11/14/2018 KR  
 Drawing No. 60347002  
 Job No. 60347  
 Date: 11/02/2018  
 SHEET 2 OF 2  
 See Sheet 1 for Description



THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2



SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580

Certification Number LB2108  
 e-mail: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

# CFRC Construction Terms and Conditions

## Exhibit B to the Addendum

### Plans, Specifications, Survey and Legal Description

**1.1 Preparation and Approval.** All plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project on the property covered by in this Lease shall be prepared, at Lessee's sole cost and expense, by the Lessee or CFRC/FDOT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Lessee shall be subject to the review and approval of CFRC/FDOT. Such plans, specifications and drawings, as prepared or approved by CFRC/FDOT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Lease Agreement. Design Build Plans shall be submitted to and approved by CFRC/FDOT. Upon approval by CFRC/FDOT, the Design Build Plans will be attached to this Lease Agreement by way of an Amendment to this Lease, executed with the same formality as the original. In the alternative, Lessee shall designate, through official Board action, an individual who shall have the authority to execute said Amendment on behalf of the Board. Lessee may not take any action or undertake any work in the rail corridor unless and until a Notice to Proceed is issued by CFRC/FDOT after the plans are reviewed and approved.

**1.2 Effect of CFRC/FDOT Approval or Preparation of Plans.** By its review, approval or preparation of Plans pursuant to this Agreement, CFRC/FDOT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CFRC/FDOT's requirements. CFRC/FDOT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Lessee or any other persons of the Plans or improvements constructed in accordance with the Plans.

**1.3 Compliance with Plans.** The Project shall be constructed in accordance with the Plans and Specifications. Upon completion, Lessee to provide Lessor "as built" construction plans if requested by Lessor.

**1.4 Survey and Legal Description.** Lessee to provide CFRC/FDOT with sketch and Legal Description of lease parcel.

### Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

**2.1 CFRC/FDOT Work.** Lessee agrees that CFRC/FDOT shall provide all services that

CFRC/FDOT deems necessary or appropriate to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CFRC/FDOT's contractual obligations, including, but not limited to, CFRC/FDOT's existing or proposed third party agreements.

- 2.2 **Lessee Work.** Lessee shall perform, or cause to be performed, all work as described in the Plans and Specifications (to be attached) as approved by CFRC/FDOT at Lessee's sole cost and expense.

## Easements, Licenses and Permits

- 3.1 **Permits.** At its sole cost and expense, Lessee shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CFRC/FDOT.

## Termination

- 4.1 **By Lessee.** For any reason, Lessee may, as its sole remedy, terminate construction activities undertaken pursuant to this Lease by delivery of notice to CFRC/FDOT. Lessee shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CFRC/FDOT's default or termination of this Agreement or Work on the Project by either party.
- 4.2 **By CFRC/FDOT.** In addition to the other rights and remedies available to CFRC/FDOT under this Agreement, CFRC/FDOT may terminate any construction activity undertaken pursuant this Lease by delivery of notice to Lessee in the event Lessee or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CFRC/FDOT to Lessee.
- 4.3 **Consequences of Termination.** If the Lease is terminated by either party, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work.

## Insurance

- 5.1 **Workers' Compensation Insurance:** Lessee shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations

("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**5.2 Commercial General Liability Insurance:** Lessee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Lease. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Lessee shall cause the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and to each of the other Additional Insureds stated above as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Lease, and may not be shared with or diminished by claims unrelated to the lease. The policy/ies and coverage described herein may be subject to a deductible. Lessee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Lease, and at all renewal periods which occur prior to termination of the Lease, the Department shall be provided-with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**5.3 Insurance Required for Construction at Railroads:** When the Lease includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, Lessee shall, in addition to the insurance coverage required pursuant to INSURANCE subsection (2) above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the Department is the Named Insured, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, are each an Additional Insured, and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. Prior to the execution of the Lease, and at all

renewal periods which occur prior to termination of the lease, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through the duration of the lease. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

**5.4 Insurance for Protection of Utility Owners:** When the Lease involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, as an Additional Insured on the policy/ies procured pursuant to INSURANCE subsection (2) above.

**5.4 Insurance for Protection of Utility Owners:** When the Lease involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, as an Additional Insured on the policy/ies procured pursuant to INSURANCE subsection (2) above.

**5.5 Insurance by Others:** Lessee shall require every subcontractor or other third party who may have a contract with Lessee and who may require access on the Corridor during construction to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in INSURANCE subsections (1), (2), (3), and (4) above, including causing each of the Named Insureds and the Additional Insureds stated in those paragraphs to be Named Insureds and Additional Insureds on such subcontractor and third party policy or policies.

For purposes of this subsection (5) the following applies: "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3. That agreement definition mentioned above, and as heretofore amended, is incorporated by reference and may be accessed at [www.sunrail.com](http://www.sunrail.com).

## **Independent Contractor**

**6.1** The parties agree that neither Lessee nor its Contractors shall be deemed either agents or



independent contractors of CFRC/FDOT. Except as otherwise provided herein, CFRC/FDOT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Lessee or Lessee's Contractors, or the construction practices, procedures, and professional judgment employed by Lessee or its Contractor to complete the Project. Notwithstanding the foregoing, this shall in no way affect the absolute authority of CFRC/FDOT to prohibit Lessee or its Contractors or anyone from entering CFRC/FDOT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

## **Special Provisions**

- 7.1** Lessee shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth below. To the extent that Lessee performs Project work itself, Lessee shall be deemed a Contractor for purposes of this Agreement. Lessee further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CFRC/FDOT executed acknowledgement of Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

## **Definitions**

- 8.1** The following terms shall have the meanings ascribed to them below:
1. "CFRC/FDOT" shall mean Central Florida Rail Corridor and/or the Florida Department of Transportation, its successors and assigns.
  2. "CFRC/FDOT Representative" shall mean the authorized representative of CFRC or FDOT.
  3. "Lessee" shall mean JBR Global Holdings, LLC.
  4. "Lessee Representative" shall mean the authorized representative of the JBR Global Holdings, LLC.
  5. "Work" shall mean the Project as described in the Agreement.

## **Authority of CFRC/FDOT Engineer**

- 9.1** The CFRC/FDOT Representative shall have final authority in all matters affecting the safe maintenance of CFRC/FDOT operations and CFRC/FDOT property, and his or her approval shall be obtained by the Lessee or its Contractor for methods of construction to avoid interference with CFRC/FDOT operations and CFRC/FDOT property and all other matters contemplated by the Agreement.

## **Safety and Operational Requirements**

- 10.1** Construction of the barrier fence shall not interfere with railroad operations.
1. Contractor will need to provide a work plan describing plan for material storage, installation and precautions taken to insure safety of underground utilities including, but not limited to, fiber optic cable.
  2. Contractor will need to provide site safety plan for installing the FDOT Type B fence and underground railroad facilities.
  3. CFRC will provide CSXT and Amtrak the operational schedule.
  4. Storm water must be diverted away from track and right-of-way at all times.

## **On-Track Protection/Roadway Worker Protection Coordination**

- 11.1** Working within the CFRC corridor typically requires On-Track Protection/Roadway Worker Protection (RWP) by a CFRC-qualified Roadway Worker-in-Charge (RWIC). Requests are coordinated by Natasha Furniss, Bombardier Flagging Coordinator at (407) 732.6708 or by email at [Natasha.Furniss@Rail.Bombardier.com](mailto:Natasha.Furniss@Rail.Bombardier.com). The CFRC On-Track Protection Services program is managed by the Bombardier Chief Engineer, Tim Cochran. Mr. Cochran can be reached at 407-402-5074 or by email at [timothy.cochran@rail.bombardier.com](mailto:timothy.cochran@rail.bombardier.com)
1. Bombardier requires that all requests for Track Protection Services be submitted 14 calendar days prior to the start of actual work using the required CFRC forms.
  2. The Bombardier Chief Engineer will provide the fee structure for providing these Track Protection Services.

## **Interference with CFRC/FDOT Operations**

- 12.1** Lessee or its Contractor shall arrange and conduct its work so that there will be no interference with CFRC/FDOT operations, including train, signal, telephone and telegraphic services, or damage to CFRC/FDOT's property, or to poles, wires, and other facilities of tenants on CFRC property or right-of-way. Lessee or its Contractors shall store materials so as to prevent trespassers from causing damage to trains, or CFRC/FDOT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CFRC/FDOT Representative for approval, but such approval shall not relieve Lessee or its Contractor from liability in connection with such Work.
- 12.2** If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CFRC/FDOT's property, Lessee or its Contractor shall make such provision. If the CFRC/FDOT Representative determines that such

provision is insufficient, CFRC/FDOT may, at the expense of Lessee or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

## **Notice of Starting Work**

Lessee or its Contractor shall not commence any work on CFRC/FDOT Property or rights-of-way until it has complied with the following conditions:

- 13.1** Notify CFRC/FDOT in writing of the date that it intends to commence installation of the fence. Such notice must be received by CFRC/FDOT at least ten (10) business days in advance of the date Lessee or its Contractor proposes to begin Work on CFRC/FDOT property. The notice must refer to this Agreement by date
- 13.2** Obtain authorization from the CFRC/FDOT Representative to begin Work on CFRC/FDOT property, such authorization to include an outline of specific conditions with which it must comply.
- 13.3** Obtain from CFRC/FDOT the names, addresses and telephone numbers of CFRC/FDOT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

## **Work For The Benefit of the Contractors**

- 14.2** Should Lessee or encounter a conflict between the location of a proposed fence post and an existing buried utility or facility the Lessee shall contact CFRC/FDOT to modify the plan for the fence post locations.

## **Haul Across Railroad**

- 15.1** Lessee and Contractor shall not cross the East boundary of the lease parcel at any time for any reason.

## **Cooperation and Delays**

- 16.1** Lessee or Contractor may not charge any costs or submit any claims against CFRC/FDOT for hindrance or delay caused by railroad traffic; work done by CFRC/FDOT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Terms and Conditions.

- 16.2** Lessee and Contractor understand and agree that CFRC/FDOT does not assume any responsibility for work performed by others in connection with the Project. Lessee and Contractor further understand and agree that they shall have no claim whatsoever against CFRC/FDOT for any inconvenience, delay or additional cost incurred by Lessee or Contractor on account of operations by others.

## **Storage of Materials and Equipment**

- 17.1** Lessee and Contractor shall store their materials or equipment within the limits of the lease parcel in a manner that will not interfere with CFRC/FDOT's operations. Lessee and Contractor understand and agree that CFRC/FDOT will not be liable for any damage to such materials and equipment from any cause.

## **Construction Procedures**

### **18.1 General**

1. Construction work on or above CFRC/FDOT property shall be subject to CFRC/FDOT's inspection and approval.
2. Construction work on or above CFRC/FDOT property shall be in accord with CFRC/FDOT's written outline of specific conditions and with these Terms and Conditions.
3. Contractor shall observe the terms and rules of the CFRC/FDOT and in accord with any other instructions furnished by CFRC/FDOT or CFRC/FDOT's Representative.

## **Roadway Worker Protection/Inspection Service**

- 19.1** CFRC/FDOT has sole authority to determine the need for roadway worker protection (RWP) training and requirement for an RWIC required to protect its operations and property. In general, RWP will be required whenever Lessee or Contractor or their equipment are, or are likely to be, within the limits of the CFRC, beyond the limits of the lease parcel.
- 19.2** Lessee shall reimburse the Third Party designated by CFRC/FDOT directly for all costs of RWP training and subsequent use of a RWIC that is required on account of entering the CFRC/FDOT property beyond the limits of the lease parcel.
- 19.3** Lessee or Contractor shall give a minimum of 30 days advance notice to CFRC/FDOT Representative for anticipated need for RWP service. No work shall be undertaken until the RWIC is at the job site and authorizes work to begin.
- 19.4** CFRC/FDOT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CFRC/FDOT Representative, such inspection

may be necessary. Inspection service shall not relieve Lessee or Contractor from liability for its Work.

## **Utilities**

- 20.1** Lessee shall have the affirmative responsibility to locate all existing utilities and railroad facilities, both aerial and underground. All of the utility locations shall be marked on the ground. Lessee shall be obligated to design around any utility installation or buried railroad facility.

## **Failure to Comply**

- 21.1** If Lessee or Contractor violate or fail to comply with any of the requirements of these Terms and Conditions, (a) CFRC/FDOT may require Lessee and/or Contractor to vacate CFRC/FDOT Property; and (b) CFRC/FDOT may require Lessee to withhold monies due Contractor; and (c) CFRC/FDOT may cure such failure and the Lessee shall reimburse CFRC/FDOT for the cost of curing such failure.

## **Contractor's Acceptance**

- 22.1** CFRC requires the Lessee's Contractor to comply with all of the terms and conditions of the CFRC Lease Agreement, including these special provisions. The Lessee shall obtain the following acceptance of these terms and conditions from the Contractor prior to initiating any work within the limits of the lease parcel:

To and for the benefit of the Central Florida Rail Corridor and the Florida Department of Transportation ("CFRC/FDOT") and to induce CFRC/FDOT to permit Contractor on or about CFRC/FDOT property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 2019, between JBR Holdings, LLC and CFRC/FDOT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to these terms and conditions.

### **Contractor:**

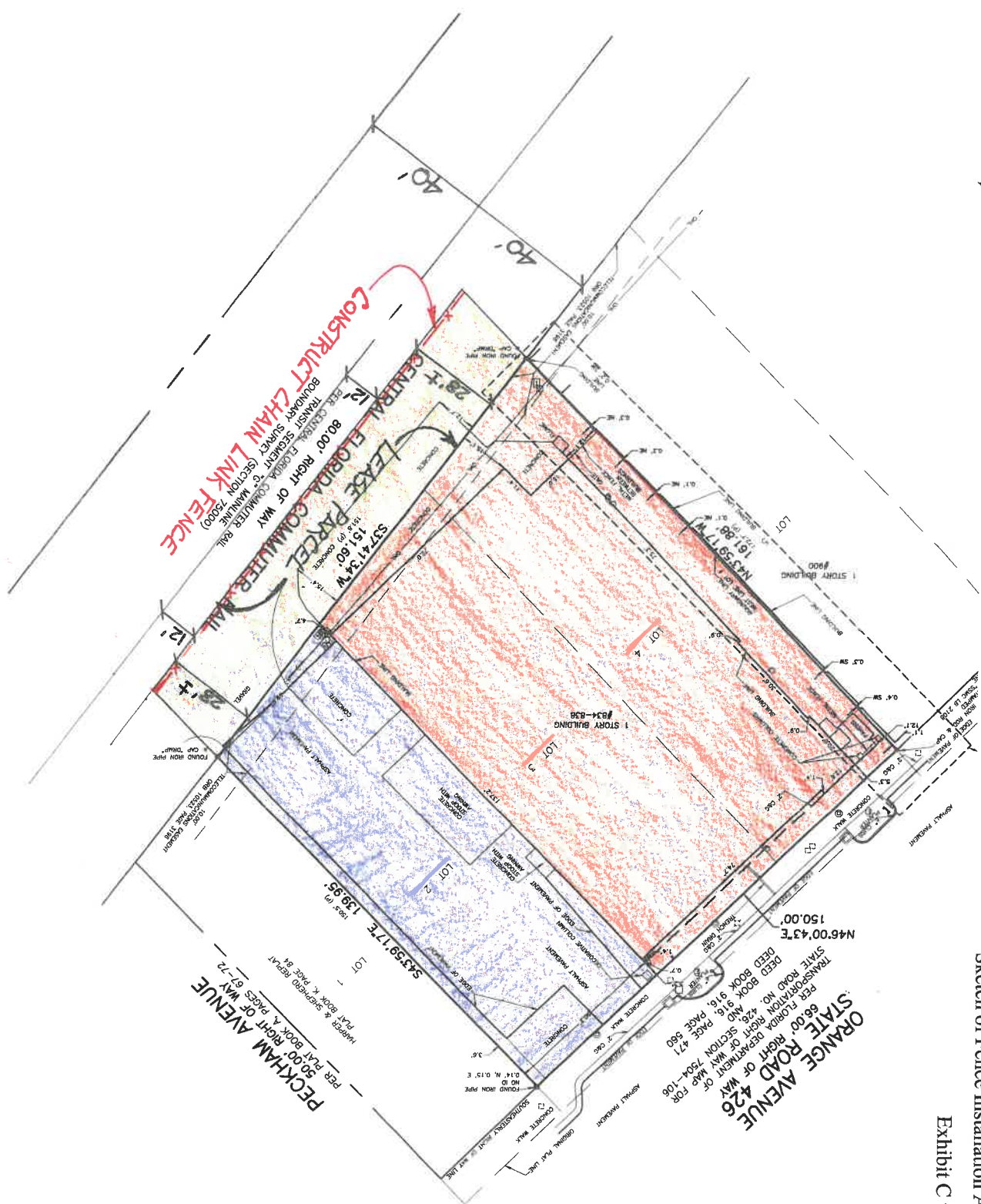
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit C to the Addendum**



# COMMITTEE MEMBER COMMENTS

**NEXT MEETING 8/29/19**





# THANK YOU



@RideSunRail | [SunRail.com](https://www.sunrail.com)



## FLORIDA DEPARTMENT OF TRANSPORTATION

## CONTROL CARD REPORT

=====

REPORT NAME: WPAJ99 20-YEAR GAMING REPORT

DETAIL REPORT OPTION: A

SUMMARY REPORT OPTION: N

DATASET OPTION: Q

OLD REPORT FORMAT: N (N)

NAME SEARCH/FIELD: G1

VERSION CODE: 2020

FISCAL YEAR: 05

NO. OF YEARS: N

DOLLARS ROUNDED?: S

DISTRICT/COUNTY SORT: S

DISTRICT/COUNTY CODE: S

DISTRICT/COUNTY TYPE: S

COUNTY NUMBER: S

TRANSPORTATION SYSTEM: S

ITEM STATUS: S

BOX CODE: S

CONTRACT CLASS: B

ITEM GROUP: CFCR

EMERGENCY ID: N

WORK MIX: N

MEASURE TYPE: N

PHASE GROUP: N

PHASE TYPE: N

PROGRAM NUMBER: N

FUND CODE: N

ALLOCATION TYPE: H

FUND GROUP: (1, 4, 6)

DISTRIBUTION AREA/TYPE: /

INCLUDE COMMENTS: N

COMMENT TYPE: A

INCLUDE ROADWAY DATA: N

INCLUDE CANDIDATES: N

SAMAS BUDGET CATEGORY: N

PGM PLAN CAT/SUB-CAT: /

PROGRAM PLAN GROUP: N

PRM PLAN GROUP SORT: N

SELECT ENTIRE ITEM: N

MINIMUM AMOUNT: 0

COST TYPE: X

LEVEL: F

(CALCULATED)

EXCL IN-HOUSE, FCO, ETC:

INCLUDE NO CHANGES:

90/10 PERCENT:

```
*****
*          D I C T I O N A R Y          *
*=====
* LINE 1: ITEM NO - WORK PROGRAM ITEM & SEGMENT (WPITEM/WPITMSEG) *
* STA - WORK PROGRAM ITEM STATUS (WPITSTAT) *
* PROJECT DESCRIPTION (LOCALNAM/FROM/TO) *
*
* LINE 2: C - CONTRACT CLASS (CONCLASS) *
* TS - TRANSPORTATION SYSTEM CODE (WPTSYS CD) *
* BX - BOX CODE (BOXCODE) *
* E - EMERGENCY FLAG (WPIEMEFL) *
* M - MEASURE TYPE, IE. METRIC (MEASRTYP) *
* MD - MANAGING DISTRICT (MANDISDV) *
* WORK MIX & DESCRIPTION (WPWK MIX/ WPWK MIXN) *
* CONST YEAR- FIRST YEAR OF CONSTRUCTION (FFISYRCP) *
*
* LINE 3: B - BOX ITEM FLAG (WPIBOXFL) *
* CO - DOT COUNTY (CONTYDOT) *
* MAP - MAP REFERENCE NUMBER (MAPREFNO) *
* GD - GEOGRAPHIC DISTRICT (GEODIST) *
* ITGP - WORK PROGRAM ITEM GROUP (WPITGRUP) *
* EMID - EMERGENCY ID CODE (EMRG ID) *
* ITEM SEGMENT MANAGER (ITSEG MAN) *
* STATUS DATE - ITEM STATUS DATE (ISGHSTDT) *
*
* LINE 4: PH - PHASE GROUP & TYPE (WPPHAZGP/WPPHAZTP) *
* VR - VERSION CODE (WPVERNCD) *
* S - PROJECT COST ESTIMATE STATUS (PRCSESTA) *
* FP - FINANCIAL PROJECT SEQUENCE (FINPRUSQ) *
* BD - BUDGETING DISTRICT (BUDDISDV) *
* FUND - FUND CODE (WPFUNDCD) *
* A - FUND ALLOCATION TYPE (FNDALTY) *
* PG - PROGRAM NUMBER CODE (WPPGMTYP) *
* DSAREA - DISTRIBUTION AREA (DSTRAREA) *
* FAC - FEDERAL APPROPRIATION CODE (FED APRP CAT_CD) *
* FED PROJEC- FEDERAL PROJECT NUMBER (FEDIDNBR) *
* PDC DATE - PRESENT DAY COST DATE (PDACDATE) *
*****
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03/20/2019 15.39.19  
03/06/2019 21.15.01 TENTATIVE

(CALCULATED)

FLORIDA DEPARTMENT OF TRANSPORTATION  
6-YEAR GAMING REPORT

PAGE 1  
WPAPJ99 (A)

"STATEWIDE"

| ITEM NO STA PROJECT DESCRIPTION  |         |                                      |            |           |           |         |         |   |   |
|----------------------------------|---------|--------------------------------------|------------|-----------|-----------|---------|---------|---|---|
| CONST                            |         |                                      |            |           |           |         |         |   |   |
| YEAR                             |         |                                      |            |           |           |         |         |   |   |
| MANAGER STATUS DATE              |         |                                      |            |           |           |         |         |   |   |
| YEAR                             |         |                                      |            |           |           |         |         |   |   |
| 2019 2020 2021                   |         |                                      |            |           |           |         |         |   |   |
| FED PROJECT PDC DATE             |         |                                      |            |           |           |         |         |   |   |
| 2021 2022 2023 2024 2025         |         |                                      |            |           |           |         |         |   |   |
| ENGR/ADMIN/MARKETING & PROF SERV |         |                                      |            |           |           |         |         |   |   |
| 4129942                          | 014     | CENTRAL FLORIDA COMMUTER RAIL SYSTEM | 07/14/2005 | 1,500,000 | 1,500,000 | 0       | 0       | 0 | 0 |
| 3                                | 15      | N E 05 8420 INTERMODAL HUB CAPACITY  | 07/18/2017 | 1,500,000 | 1,500,000 | 0       | 0       | 0 | 0 |
| N                                | 99      | 05 CFCR                              | 09/22/2017 | 50,000    | 50,000    | 0       | 0       | 0 | 0 |
| 22                               | AD 2 04 | 31 DPTO 1 11                         | 09/26/2017 | 137,836   | 237,287   | 341,122 | 446,424 | 0 | 0 |
| 31                               | AD 2 01 | 05 DIH 1 00                          | 09/20/2017 | 2,200,000 | 2,200,000 | 0       | 0       | 0 | 0 |
| 32                               | AD 2 03 | 05 DPTO 1 11                         | 09/26/2017 | 1,500     | 1,500     | 0       | 0       | 0 | 0 |
| 32                               | AD 2 03 | 31 DPTO 1 11                         |            |           |           |         |         |   |   |
| 32                               | AD 2 05 | 05 DPTO 1 11                         |            |           |           |         |         |   |   |

03/20/2019 15.39.19  
03/06/2019 21.15.01 TENTATIVE

(CALCULATED)

FLORIDA DEPARTMENT OF TRANSPORTATION  
6-YEAR GAMING REPORT

PAGE 2  
WPAPJ99 (A)

"STATEWIDE"

ITEM NO STA PROJECT DESCRIPTION

C TS BX E M MD WORK MIX/DESCRIPTION

B CO MAP GD ITGP EMID ITEM SEGMENT MANAGER STATUS DATE

PH VR S FP S BD FUND A PG DSAREA FAC FED PROJECT PDC DATE

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03/20/2019 15.39.19  
03/06/2019 21.15.01 TENTATIVE

(CALCULATED)

FLORIDA DEPARTMENT OF TRANSPORTATION  
6-YEAR GAMING REPORT

| "STATEWIDE"           |           |   |                      |             |            |            |            |           |      |
|-----------------------|-----------|---|----------------------|-------------|------------|------------|------------|-----------|------|
| ITEM NO               | STA       | PROJECT DESCRIPTION   | CONST YEAR           | 2019        | 2020       | 2021       | 2022       | 2023      | 2024 |
| C TS BX               | E M MD    | WORK MIX/DESCRIPTION  | YEAR                 | 2020        | 2021       | 2022       | 2023       | 2024      | 2025 |
| B CO                  | MAP GD    | ITGP EMID ITEM SEGMENT  | MANAGER STATUS DATE  | 2020        | 2021       | 2022       | 2023       | 2024      | 2025 |
| PH VR                 | S FP S BD | FUND A PG DSAREA FAC  | FED PROJECT PDC DATE | 2020        | 2021       | 2022       | 2023       | 2024      | 2025 |
| 4420651               | 010       | CENTRAL FL COMMUTER RAIL SYS POSITIVE TRAIN CONTROL (PTC) MAINTENANCE |                      |             |            |            |            |           |      |
| 4 08                  | E 05 8420 | INTERMODAL HUB CAPACITY   | 06/29/2018           | 0           | 2,150,000  | 0          | 0          | 0         | 0    |
| N 99                  | 05 CFCR   | SR/LIQUORI  | 10/22/2018           | 0           | 2,150,000  | 0          | 0          | 0         | 0    |
| 82 AD                 | 2 01      | 31 DDR 1 14   | 10/22/2018           | 0           | 0          | 0          | 0          | 0         | 0    |
| 82 AD                 | 2 01      | 31 DS 1 14  | 10/22/2018           | 2,500,000   | 0          | 0          | 0          | 0         | 0    |
| 82 AD                 | 2 01      | 31 TRIP 1 14  | 10/19/2018           | 2,500,000   | 2,150,000  | 0          | 0          | 0         | 0    |
| 4420652               | 005       | CENTRAL FL COMMUTER RAIL SYS POSITIVE TRAIN CONTROL (PTC) MAINTENANCE |                      |             |            |            |            |           |      |
| 4 08                  | E 05 8420 | INTERMODAL HUB CAPACITY   | 06/28/2018           | 0           | 350,000    | 4,750,000  | 0          | 0         | 0    |
| N 99                  | 05 CFCR   | SR/LIQUORI  | 10/22/2018           | 0           | 350,000    | 250,000    | 5,000,000  | 0         | 0    |
| 82 G1                 | 2 01      | 31 DPTO 1 14  | 10/22/2018           | 0           | 350,000    | 0          | 0          | 0         | 0    |
| 82 G1                 | 2 01      | 31 TRIP 1 14  | 10/22/2018           | 0           | 350,000    | 0          | 0          | 0         | 0    |
| 4425661               | 005       | CENTRAL FLORIDA COMMUTER RAIL SYSTEM CAPITAL FOR STATE OF GOOD REPAIR |                      |             |            |            |            |           |      |
| 4 08                  | E 05 8420 | INTERMODAL HUB CAPACITY   | 09/28/2017           | 0           | 0          | 0          | 0          | 0         | 0    |
| N 99                  | 05 CFCR   | SR/LIQUORI  | 06/22/2018           | 5,500,000   | 0          | 0          | 0          | 0         | 0    |
| 92 AD                 | 2 01      | 31 DPTO 1 14  | 06/22/2018           | 5,500,000   | 0          | 0          | 0          | 0         | 0    |
| 4449251               | 000       | SUNRAIL FIBER OPTIC PTC BACKBONE                                      |                      |             |            |            |            |           |      |
| 4 10                  | E 05 8420 | INTERMODAL HUB CAPACITY   | 2020                 | 0           | 0          | 0          | 0          | 0         | 0    |
| N 99                  | 05 CFCR   | SR/LIQUORI  | 10/24/2018           | 0           | 0          | 0          | 0          | 0         | 0    |
| 52 G1                 | 2 01      | 31 TRIP 1 29  | 11/08/2018           | 1,278,000   | 0          | 0          | 0          | 0         | 0    |
| 61 G1                 | 2 01      | 05 DIH 1 00   | 10/24/2018           | 145,053     | 0          | 0          | 0          | 0         | 0    |
| TOTAL FOR "STATEWIDE" |           |   |                      | 76          | 82,541,859 | 32,391,122 | 12,496,424 | 7,050,000 | 0    |
| 210,009,403           |           |   |                      | FUND COUNT: | 75,529,998 |            |            |           |      |

# Annual PTC Progress Report

# 2018

## *Central Florida Rail Corridor*

FRA-2011-104

The Annual Positive Train Control (PTC) Progress Report is due by March 31<sup>st</sup> of each year until full PTC system implementation is completed. The Annual PTC Progress Report must cover the railroad's implementation efforts and progress from the directly previous calendar year, and must be submitted electronically to the Federal Railroad Administration (FRA) via the FRA Secure Information Repository at <https://sir.fra.dot.gov>.

**General Instructions:**

1. References to a railroad's PTC Implementation Plan (PTCIP) in this form refer to the railroad's revised PTCIP submitted under the Positive Train Control Enforcement and Implementation Act of 2015, or the most current amended PTCIP FRA has approved, if any;
2. If a particular category listed in a table does not apply to the railroad's technology, please indicate "N/A"; and
3. For Sections 2, 4, and 6, please select a "Status" option from the drop-down menus provided.

**Name of Railroad or Entity Subject to 49 U.S.C. § 20157(a):** Central Florida Rail Corridor

**Railroad Code:** CFRC

**Annual PTC Implementation Progress Report for:** 2018

**PTCIP Version Number on File with FRA (basis for goals stated):** Version 10.1

**Date of Submission:** 3/29/2019



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| <b>3. Annual Update on Major Installations</b>   | <b>6</b>  |
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| <b>11. Testing and Integration Efforts (if applicable, laboratory, integration, and revenue service demonstration)</b> | <b>14</b> |

## 1. Summary

| Category  | Quantity Completed During Calendar Year | PTCIP Year End Goal (If Applicable) | Cumulative Quantity Completed To Date | Total Quantity Required for PTC Implementation |
|---|---|-------------------------------------|---------------------------------------|--|
| Locomotives Fully Equipped and PTC Operable               | 24                                      | 24                                  | 24                                    | 24   |
| Installation/Track Segments Completed                     | 4                                       | 4                                   | 4                                     | 4  |
| Radio Towers Fully Installed and Equipped                 | 8                                       | 8                                   | 8                                     | 8  |
| Employees Trained   | 116                                     | 50                                  | 116                                   | 95   |
| Route Miles in Field Testing <sup>1</sup>                 | 61.4                                    | 61.4                                | 61.4                                  | 61.4   |
| Route Miles in Revenue Service Demonstration <sup>1</sup> | 0                                       | 0                                   | 0                                     | 61.4   |
| Route Miles in PTC Operation                              | 0                                       | 0                                   | 0                                     | 61.4   |

<sup>1</sup> As applicable, enter the number of route miles where a PTC system is currently undergoing field testing in one row and, in a separate row, the number of route miles where a PTC system is currently in revenue service demonstration. Railroads must only identify in the “Route Miles in Field Testing” and “Route Miles in Revenue Service Demonstration” fields any route miles that are still currently undergoing PTC field testing and/or revenue service demonstration. For example, if field testing is complete and a railroad is operating its PTC system in revenue service demonstration exclusively, a railroad may write “Complete” in the “Route Miles in Field Testing” fields.

Once a railroad has received written authorization from FRA to operate its PTC system in revenue service (through either provisional operations authorization under 49 U.S.C. 20157(h)(2) or PTC System Certification under 49 U.S.C. 20157(h)(1), the railroad must identify any route miles where a PTC system is being operated in revenue service in the “Route Miles in PTC Operation” field. If a railroad is operating the PTC system in revenue service and has completed all field testing and revenue service demonstration, it may write “Complete” in the “Route Miles in Field Testing” and “Route Miles in Revenue Service Demonstration” fields.

Provide a narrative summary of overall PTC implementation progress during the preceding calendar year (January 1 to December 31):

CFRC completed the following in 2018:

- installation of PTC Hardware on 24 of 24 locomotives (11 Locomotives and 13 Cab Cars)
- installation of the remaining 6 WIU's (to complete 85 of 85 WIU's as shown in the CFRC PTCIP)
- installation of 8 of 8 radio base stations (220 MHz) and towers
- installation and implementation of a remote Back Office Server
- training of 116 personnel (exceeding the PTCIP goal of 50 personnel)
- performed V&V Testing, WIU Testing, RSV Testing, FIT and FQT Testing on the PTC Test Track
- requested authorization to enter RSD on the PTC Test Track on December 20, 2018
- began SubDiv development for the remaining CFRC outside of the PTC Test Track

An Alternative Schedule and Extension Request was submitted on December 17, 2018. A modified Alternative Schedule was submitted on January 18, 2019 to match the CFRC PTCIP Ver 10.1.

## 2. Annual Update on Spectrum

| Area or Location (e.g., county)<br>That Requires Spectrum, as<br>Reported in PTCIP <sup>2</sup> | Status at<br>End of Calendar Year | Projected Status That Was<br>Listed in PTCIP for Calendar<br>Year |
|---|-----------------------------------|---|
| Spectrum Coverage Area or<br>Location†: CFRC – 61.35 Miles                                      | Acquired And Available For<br>Use | Acquired And Available For<br>Use                                 |

†Note: To add rows for additional spectrum areas or locations, click on the blue “+” symbol at the bottom

<sup>2</sup> If the railroad reported in its PTCIP that all necessary spectrum had been acquired and was available for use, or the railroad's technology does not require the use of spectrum, please indicate “N/A” in this table.

Describe the basis for how the railroad is determining that the acquired spectrum is available for use by PTC radios (e.g., ensuring non-interference with other radios), and provide any additional narrative for Spectrum below:

CFRC has executed a sublease agreement with CSXT which included specific radio licenses. CFRC used the tools provided by PTC 220, LLC to determine the appropriate frequency for use on the CFRC geographic area. The CFRC PTC Contractor has performed testing to verify functionality of the 220 MHz radios.

### 3. Annual Update on Major Installations

#### 3.1. Locomotive Status

| Category / Installation Feature  | Quantity Installed During Calendar Year (Sum of Quarterly Totals) | PTCIP Year End Goal (If Applicable) | Cumulative Quantity Installed | Grand Total Reported in PTCIP (If Applicable) |
|--|---|-------------------------------------|-------------------------------|---|
| <b>Locomotive (Apparatus)<sup>3</sup></b>  |   |                                     |                               |   |
| Locomotives with On-board Computers (e.g., Train Management Computer) Installed              | 24  | 24                                  | 24                            | 24  |
| Locomotives with PTC Displays Installed  | 24  | 24                                  | 24                            | 24  |
| Locomotives with PTC-Capable Event Recorders Installed                                       | 24  | 24                                  | 24                            | 24  |
| Locomotives with Locomotive Radios Installed – Primary Communications (e.g., 220 MHz radios) | 24  | 24                                  | 24                            | 24  |
| Transponder Readers (e.g., for non I-ETMS systems)   | N/A   | N/A                                 | N/A                           | N/A   |

<sup>3</sup> If a particular category listed in this table does not apply to the railroad's technology, please indicate "N/A." A railroad may add categories or subcategories if it wants to provide more detail.

**PTC Software:** Describe 1) the railroad's approach to installation of PTC software on its locomotive fleet, and 2) any issues the railroad is experiencing with installed versions of train management software (e.g., reverting back to previous software versions due to errors in the current version):

PTC Software was installed on 3 locomotives and 2 Cab Cars in 2018 and the installation of the software on the remaining 8 locomotives and 12 cab cars was completed in February 2019. CFRC has encountered no issues with the software installed that has required reverting to previous versions.

Provide any additional narrative for Locomotive Status below:

[Click here to enter text.](#)

### 3.2. Infrastructure/Back Office Status

| Infrastructure – Back Office Systems  |     | Met PTCIP Year-End Goal for Installation of Physical Back Office System Equipment?<br>(Choose Yes, No, or N/A) |
|---|-----|--|
| How many physical back office locations are required for PTC operations, as reported in the PTCIP?    | 1   |  |
| How many physical back office locations have been constructed with all necessary equipment installed? | 2   | Yes  |
| Are the Back Office Location(s) fully operable with PTC?  | Yes |  |
| Are the Dispatching Location(s) fully operable with PTC?  | Yes |  |

Provide any additional narrative for Infrastructure/Back Office Status below:

CFRC is using a hosted Back Office. One BOS is required for PTC operations – a second, redundant BOS has been installed to provide a backup in the event of a failure of the main BOS.

## 3.3. Infrastructure/Wayside Status

| Category / Installation Feature  | Quantity Installed During Calendar Year (Sum of Quarterly Totals) | PTCIP Year End Goal <sup>3</sup> | Cumulative Quantity Installed | Grand Total Reported in PTCIP |
|--|---|----------------------------------|-------------------------------|-------------------------------|
| <b>Infrastructure – Wayside Installations (Systemwide)<sup>4</sup></b>   |   |                                  |                               |                               |
| <b>Wayside Interface Units</b>   | 6   | 6                                | 85                            | 85                            |
| <b>Communication Towers or Poles</b>   | 8   | 8                                | 8                             | 8                             |
| <b>Switch Position Monitors</b>  | N/A   | N/A                              | N/A                           | N/A                           |
| <b>Wayside Radios</b>  | N/A   | N/A                              | N/A                           | N/A                           |
| <b>Base Station Radios</b>   | 8   | 8                                | 8                             | 8                             |
| <b>Are all necessary communication backbone utilities (including fiber, copper, ground wiring etc.) installed and ready for operation? Yes</b> |   |                                  |                               |                               |

Provide any additional narrative for Installation/Wayside Status below:

[Click here to enter text.](#)

<sup>3</sup> Unlike the heading in table 3.1, this heading is not qualified with “(If Applicable)” because each railroad was required to provide year-end goals for these particular hardware categories under the PTC Enforcement and Implementation Act of 2015.

<sup>4</sup> If a particular category listed in this table does not apply to the railroad’s technology, please indicate “N/A.” A railroad may add categories or subcategories if it wants to provide more detail.

#### 4. Installation/Track Segment Progress<sup>5</sup>

| Segment Identification <sup>6</sup>  | Status at End of Calendar Year<br><i>Current status of installation/track segment. <b>Choose one:</b></i> | Number of Route Miles in Segment | Estimated Start Date for Revenue Service Demonstration (if not already completed) | Precise Milepost (MP) Limits and/or Control Point (CP) Limits Where PTC was Implemented and Operable at End of Calendar Year <sup>7</sup> |
|--|---|----------------------------------|---|---|
| <b>Segment</b> (add additional rows for segments as necessary):<br>RSD Test Track  | Field Testing   | 12                               | 1 <sup>st</sup> Quarter 2019<br>(March 30, 2019)                                  | 765.18 – 777.60   |
| <b>Segment</b> (add additional rows for segments as necessary):<br>Phase 1 (IOS)   | Field Testing   | 19                               | 4 <sup>th</sup> Quarter 2019<br>(December 16, 2019)                               | 777.60 – 796.63   |
| <b>Segment</b> (add additional rows for segments as necessary):<br>Phase 2 South   | Field Testing   | 17                               | 4 <sup>th</sup> Quarter 2019<br>(December 16, 2019)                               | 796.63 – 813.82   |
| <b>Segment</b> (add additional rows for segments as necessary):<br>North Extension | Field Testing   | 15                               | 4 <sup>th</sup> Quarter 2019<br>(December 16, 2019)                               | 749.61 – 765.18   |

Note: To add additional rows, click on the blue “+” symbol at the

<sup>5</sup> For passenger rail operations, this information should be further segregated into those routes where it is a host or tenant.

<sup>6</sup> Segment identification should be consistent with installation segments as listed in the railroad’s PTCIP (e.g., by track segment, territory, subdivision, district, etc.).

<sup>7</sup> This column must identify the precise MP limits and/or CP limits of where a PTC system had been implemented and was operable within the installation/track segment (e.g., MP 100.25 to MP 150 and MP 155 to MP 190). Also, this column must identify any miles of track, by MP or CP, that are excluded from PTC implementation under an FRA-approved exception within the installation/track segment (e.g., Main Line Track Exception (Terminal): MP 1.5 to MP 2 and De Minimis Exception: MP 45 to MP 55).

Instead of completing this individual column (Column 5 in Section 4), your railroad may submit a Geographic Information System (GIS) shapefile, directly to the SIR website, identifying the installation/track segments and portions thereof (e.g., route miles) where a PTC system had been implemented and was operable by the end of the reporting period (i.e., the previous calendar year), including the following fields and information: (1) a PTC attribute field (coded with “Y” if line segment has PTC installed and operable, otherwise left blank), (2) a SUBDIV attribute field (populated with subdivision name), (3) the precise MP limits and/or CP limits of where a PTC system had been implemented and was operable, and (4) any miles of track, by MP or CP, that are excluded from PTC implementation under an FRA-approved exception within the installation/track segment (e.g., Main Line Track Exception (Terminal): MP 1.5 to MP 2 and De Minimis Exception: MP 45 to MP 55).

Provide any additional narrative for Installation/Track Segment Status below:

CFRC submitted a request to enter Revenue Service Demonstration on the PTC Test Track on December 20, 2018. A response was anticipated no later than March 30, 2019 and this date was entered in the PTCIP. At the time of this submittal, approval had not yet been provided.

The CFRC is anticipated to be in RSD on the remainder of the corridor in the 4<sup>th</sup> Quarter 2019 and has used a scheduled date of December 16, 2019 to reflect this timeframe.

### 5. Annual Update on Employee Training

| Employee Category <sup>8</sup>  | Number of Employees Trained During Calendar Year (Sum of Quarterly Totals) | PTCIP Year End Goal | Cumulative Number of Employees Trained | Grand Total Reported in PTCIP |
|---|--|---------------------|--|-------------------------------|
| Employees who Install, Maintain, Repair, Modify, Inspect, and Test the PTC System | 30   | 22                  | 30                                     | 22                            |
| Employees who Dispatch Train Operations   | 13   | 12                  | 13                                     | 12                            |
| Train and Engine (Operations) Employees   | 42   | 10                  | 42                                     | 10                            |
| Roadway Worker Employees  | 0  | 0                   | 0                                      | 0                             |
| Direct Supervisors of the Above Employees   | 31   | 6                   | 31                                     | 6                             |

Provide any additional narrative for Employee Training below:

In accordance with the PTCIP Ver. 10.1, 50 personnel are required to be trained.

During 2018, CFRC trained a total of 116 employees including O&M Contractors, FDOT employees and FDOT consultants who will be working with PTC. CFRC exceeded its stated goal for training personnel and was able to complete training all personnel that required training for PTC

<sup>8</sup> See 49 C.F.R. § 236.1041(a).



implementation.

An overview of PTC and instructions that provided an understanding of how the PTC System affects their safety and how to avoid interfering with its proper functioning was provided to CFRC personnel using Job Briefings, instruction in the CFRC PTC Critical Asset Change Standard Operating Procedure and a PTC Management Workshop. CFRC personnel included the Roadway Worker Employees.

## 6. Annual Update on Interoperability Progress and Other Formal Agreements

*This section is provided to help railroads describe interoperability information. Please provide any additional information (e.g., an appendix) as appropriate.*

Required content:

- For host railroads: provide updates to any agreements and key milestones for all tenant operations
- For tenant railroads: provide updates to any agreements and key milestones for all operations over tracks hosted by another railroad

**Host and Tenant Railroads:** Provide a general update on interoperability in the textbox below:

CFRC has established a BOS connection from the CFRC hosted environment to CSXT BOS in August 2018 and the Amtrak BOS in September 2018. Completion of interoperability testing to include full interoperability with the tenant railroads is scheduled for no later than November 2020.

CSXT and Amtrak continue to hold PTC Status Meetings with the CFRC/FDOT to discuss project milestones, particularly the scheduling of interoperability testing and RSD. CSXT/CFRC interoperability kickoff meeting was held February 2019 to begin coordinating interoperability testing. A similar meeting was held with Amtrak in February 2019.

FCEN, a tenant Class 3 Short Line freight railroad was granted an FRA approved exception to 49 CFR 236.1006 to operate non-PTC equipped locomotives on the CFRC corridor for interchange purposes on June 27, 2018.

**Host Railroads Only:** For each tenant, provide additional tenant information below:

| <b>Tenant Identification</b> <i>(add rows for additional tenants as necessary)</i> | <b>Estimated Quantity of Tenant Rolling Stock to be Equipped with PTC</b> | <b>Scheduled Completion Date for Interoperability Testing</b> | <b>Current Tenant Implementation Status</b><br><i><u>Choose one:</u></i> |
|--|---|---|--|
| CSXT   | In Tenant's PTCIP   | November 2020   | Testing  |
| Amtrak   | In Tenant's PTCIP   | November 2020   | Testing  |
| Florida Central Railroad (FCEN)  | N/A   | N/A   | Operational/Complete   |

Note: To add additional rows, click on the blue "+" symbol at the bottom right-hand corner. Please be

## 7. Progress on Implementation Schedule/Milestones

Describe the extent to which the railroad or other entity is not complying with the implementation schedule it provided in its PTCIP:

CFRC submitted a request to enter Revenue Service Demonstration on the PTC Test Track on December 20, 2018. A response was anticipated no later than March 30, 2019 and this date was set as the CFRC goal in the PTCIP Ver. 10.1. At the time of this submittal, approval had not yet been provided.

When the approval for RSD is received, CFRC will review the requirements of the approval letter and schedule a meeting with the FRA PTC Specialist to ensure understanding of the requirements and schedule the start of RSD after this meeting. It is unlikely CFRC will be able to meet the PTCIP Ver. 10.1 goal of March 30, 2019 for entering RSD on the Test Section. CFRC is submitting an RFA and PTCIP ver. 10.2 to adjust the date for initiation of RSD to no later than April 30, 2019.

## 8. Summary Update of Challenges/Risks

Provide any update to the summary of remaining technical, programmatic, operational, or other challenges that the railroad or other entity provided in its PTCIP, including challenges with availability of public funding, interoperability, spectrum, software, permitting, and testing, demonstration, and certification. Also, identify any risks that might cause the railroad to miss its schedule milestones (e.g., funding, technology, agreements):

The CFRC's aggressive implementation schedule requires precise scheduling and close coordination with all contractors to the railroad and tenant railroads as well as frequent updates with the FRA about their required deliverables.

## 9. Annual Update for Intercity or Commuter Rail Passenger Transportation (if applicable)

If this section is not applicable to your railroad, please write "N/A."

For each entity providing regularly scheduled intercity or commuter rail passenger transportation, provide a description of the resources identified and allocated to implement a PTC system:

FDOT has dedicated staff to manage the CFRC and SunRail commuter operations. This staff provides direct oversight of the PTC Consultants listed below and has other FDOT resources available as needed to assist with PTC Implementation.

CFRC (FDOT) has several consultants under contract to assist with technical support of the PTC Implementation. CFRC (FDOT) Consultants have additional staff available to assist FDOT with accomplishing required oversight and technical support.

CFRC (FDOT) has an executed contract with Xorail (Wabtec) to provide design, installation and testing for all PTC Segments

CFRC (FDOT) has an executed contract with Jacobs to provide Program Management and Construction/Engineering and Inspection (CEI) oversight and review for PTC Segments.

### 10. Estimated PTC Safety Plan (PTCSP) Submission Date (if not already submitted)

If this section is not applicable to your railroad, please write "N/A."

| PTCSP Submission Date                               |
|---|
| 4 <sup>th</sup> Quarter 2019<br>(November 29, 2019) |

Provide any additional narrative for PTCSP Submission below:

CFRC (FDOT), Wabtec and Jacobs will coordinate efforts to develop and generate appropriate data to prepare the PTSCP.

Preparation of the PTCSP started in 2018 and continues with the gathering of data from PTC testing and train runs.

### 11. Testing and Integration Efforts (if applicable, laboratory, integration, and revenue service demonstration)

Provide an update on testing and integration efforts below:

Lab Testing of the PTC Test Track was completed in 2018 and CFRC completed field V&V Testing, WIU Testing, RSV Testing, FIT and FQT Testing on the CFRC Test Track. All testing required for initiation of RSD on the PTC Test Track was completed in December 2018.

Development of the SubDiv file for the remainder of the corridor is in progress and will be followed by lab testing of the SubDiv file. Field V&V is scheduled to begin in June 2019 with the remaining field testing to be completed by October 2019.

RSD for the Test Track is anticipated to begin in April 2019 and RSD is scheduled to begin on the entire CFRC in December 2019.

Public reporting burden for this information collection is estimated to average 39.65 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is **2130-0553**. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden to OMB's Office of Information and Regulatory Affairs, Attn: FRA OMB Desk Officer.

## Quarterly Progress Report Form – Positive Train Control Implementation

To effectively monitor each railroad's progress implementing a positive train control (PTC) system, the Federal Railroad Administration (FRA) is requiring the submission of quarterly progress reports on this form, beginning June 30, 2016, under its investigative authorities. *See, e.g.,* 49 U.S.C. §§ 20107, 20902, 20157(c)(2); 49 C.F.R. § 236.1009(h). Railroads must use this form to report PTC implementation progress data quarterly, by the due dates set forth in the table below. Each railroad should select the correct quarter and year for each quarterly report. A railroad must submit quarterly reports until a PTC system is fully implemented on all required main lines under 49 U.S.C. § 20157 and 49 CFR part 236, subpart I, including a quarterly report for the quarter in which the railroad completes full PTC system implementation.

Quarterly PTC Progress Reports must be submitted electronically to FRA via the FRA Secure Information Repository (SIR) at <https://sir.fra.dot.gov>.

## Key Dates for PTC Implementation Quarterly Progress Reporting:

| Period | Coverage Period         | Progress Report Due Date |
|--------|-------------------------|--------------------------|
| Q1     | January 1 – March 31    | April 30                 |
| Q2     | April 1 – June 30       | July 31                  |
| Q3     | July 1 – September 30   | October 31               |
| Q4     | October 1 – December 31 | January 31               |

## General Instructions:

- References to a railroad's PTC Implementation Plan (PTCIP) in this form refer to the railroad's revised PTCIP submitted under the Positive Train Control Enforcement and Implementation Act of 2015, or the most current amended PTCIP FRA has approved, if any;
- If a particular category listed in a table does not apply to the railroad's technology, please indicate "N/A"; and
- For Sections 2, 4, and 6, please select a "Status" option from the drop-down menus provided.

|   |                          |
|---|--------------------------|
| Name of Railroad or Entity Subject to 49 U.S.C. § 20157(a): | Central Florida Rail Cor |
| Railroad Code:  | CFRC                     |
| Quarterly PTC Progress Report for:                          | Q1 2019                  |
| Date:   | 4/29/2019                |

## Quarterly Progress Report Form – Positive Train Control Implementation

## 1. Summary

| Category  | Cumulative Quantity Completed To Date | Total Quantity Required for PTC Implementation |
|---|---------------------------------------|--|
| Locomotives Fully Equipped and PTC Operable                                   | 24                                    | 24   |
| Installation/Track Segments Completed   | 4                                     | 4  |
| Radio Towers Fully Installed and Equipped                                     | 8                                     | 8  |
| Employees Trained   | 116                                   | 50   |
| Territories <sup>1</sup> in Revenue Service Demonstration or in PTC Operation | 0                                     | 0  |
| Route Miles in Field Testing <sup>2</sup>                                     | 61.4                                  | 61.4   |
| Route Miles in Revenue Service Demonstration <sup>2</sup>                     | 0                                     | 61.4   |
| Route Miles in PTC Operation  | 0.0                                   | 61.4   |

Provide a narrative summary of overall PTC implementation progress during the applicable quarter:

PTCIP Ver 10.1 was submitted on January 18, 2019 with approval for the CFRC Alternative Schedule and PTCIP Ver. 10.1 on received February 26, 2019. On March 28, 2019, CFRC submitted PTCIP Ver. 10.2 to update the date proposed to initiate RSD on the CFRC Test Territory from March 30, 2019 to April 30, 2019.

CFRC submitted an RSD request to initiate PTC operation on the 12-mile test section on December 20, 2018. On March 28, 2019, CFRC received Conditional Approval for the request to initiate RSD. On April 9, 2019, CFRC met with the FRA Test Monitor to review the Conditional Approval in preparation to initiate RSD. CFRC initiated RSD operations on the CFRC Test Territory on April 22, 2019.

All TMC and Slot 10 software has been loaded and tested on the CFRC's 24 locomotives and cab cars. SubDiv file creation for the 61.4 mile CFRC has been completed and is being lab tested.

<sup>1</sup> A territory is an entire installation/track segment as identified in the railroad's PTCIP (e.g., a track segment, territory, subdivision, district, etc.) consistent with 49 U.S.C. 20157(a)(3)(B)(vi), 49 CFR part 236, subpart I.

<sup>2</sup>As applicable, enter the number of route miles where a PTC system is currently undergoing field testing in one row and, in a separate row, the number of route miles where a PTC system is currently in revenue service demonstration. Railroads must only identify in the "Route Miles in Field Testing" and "Route Miles in Revenue Service Demonstration" fields any route miles that are still currently undergoing PTC field testing and/or revenue service demonstration. For example, if field testing is complete and a railroad is operating its PTC system in revenue service demonstration exclusively, a railroad may write "Complete" in the "Route Miles in Field Testing" fields.

Once a railroad has received written authorization from FRA to operate its PTC system in revenue service (through either provisional operations authorization under 49 U.S.C. 20157(h)(2) or PTC System Certification under 49 U.S.C. 20157(h)(1), the railroad must identify any route miles where a PTC system is being operated in revenue service in the "Route Miles in PTC Operation" field. If a railroad is operating the PTC system in revenue service and has completed all field testing and revenue service demonstration, it may write "Complete" in the "Route Miles in Field Testing" and "Route Miles in Revenue Service Demonstration" fields.

## Quarterly Progress Report Form -- Positive Train Control Implementation

## 2. Quarterly Update on Spectrum

[illegible]

<sup>2</sup> If the railroad reported in its PTCIP that all necessary spectrum had been acquired and was available for use, or the railroad's technology does not require the use of spectrum, please indicate "N/A" in this table.



## Quarterly Progress Report Form – Positive Train Control Implementation

Provide any additional narrative for Spectrum below:

The 220 MHz spectrum acquired for PTC is in service and operational.

## 3. Quarterly Update on Major Milestones

## 3.1 Locomotive Status

| Category/Installation Feature  | Q1 – Quantity Installed | Q2 – Quantity Installed | Q3 – Quantity Installed | Q4 – Quantity Installed | Sum of Quarterly Totals | PTCIP Year End Goal (if applicable) | Cumulative Quantity Installed | Grand Total Reported in PTCIP (if applicable) |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------------------|-------------------------------|---|
| <b>Locomotive (Apparatus) <sup>4</sup></b>   |                         |                         |                         |                         |                         |                                     |                               |   |
| Locomotives with On-board Computers (e.g., Train Management Computer) Installed              | 0                       | 0                       | 0                       | 0                       | 0                       | 24                                  | 24                            | 24  |
| Locomotives with PTC Displays Installed  | 0                       | 0                       | 0                       | 0                       | 0                       | 24                                  | 24                            | 24  |
| Locomotives with PTC-Capable Event Recorders Installed                                       | 0                       | 0                       | 0                       | 0                       | 0                       | 24                                  | 24                            | 24  |
| Locomotives with Locomotive Radios Installed – Primary Communications (e.g., 220 MHz radios) | 0                       | 0                       | 0                       | 0                       | 0                       | 24                                  | 24                            | 24  |
| Transponder Readers (e.g., for non I-ETMS systems)   | N/A                     | N/A                     | N/A                     | N/A                     | 0                       | N/A                                 | N/A                           | N/A   |

<sup>4</sup> If a particular category listed in this table does not apply to the railroad's technology, please indicate "N/A." A railroad may add categories or subcategories in [Appendix A](#) if it wants to provide more detail.

## Quarterly Progress Report Form – Positive Train Control Implementation

**PTC Software:** Describe 1) the railroad's approach to installation of PTC software on its locomotive fleet, and 2) any issues the railroad is experiencing with installed versions of train management software (e.g., reverting back to previous software versions due to errors in the current version):

Wabtec is providing and installing the TMC/Meteorcomm software in the onboard equipment and supporting FDOT with software configuration management.

TMC and Slot 10 software was loaded on 11 of 11 locomotives and 13 of 13 cab cars in preparation for Revenue Service Demonstration.

Provide any additional narrative for Locomotive Status below:

All locomotives and cab cars have PTC equipment installed and functional.

## 3.2 Infrastructure/Back Office Status

| Infrastructure – Back Office Systems  |     |
|---|-----|
| How many physical back office locations are required for PTC operations, as reported in the PTCIP?    | 1   |
| How many physical back office locations have been constructed with all necessary equipment installed? | 2   |
| Are the Back Office Location(s) fully operable with PTC?  | Yes |
| Are the Dispatching Location(s) fully operable with PTC?  | Yes |

## Quarterly Progress Report Form – Positive Train Control Implementation

Provide any additional narrative for Infrastructure/Back Office Status below:

CFRC is using a hosted Back Office. One BOS is required for PTC operations – a second, redundant BOS has been installed to provide a backup in the event of a failure of the main BOS.

A failover test was successfully conducted in March 2019 to ensure PTC operations was transferred to the redundant BOS system upon failure of the main BOS.

## 3.3 Infrastructure/Wayside Status

| Category/Installation Feature   | Q1 – Quantity Installed | Q2 – Quantity Installed | Q3 – Quantity Installed | Q4 – Quantity Installed | Sum of Quarterly Totals | PTCIP Year End Goal <sup>5</sup> | Cumulative Quantity Installed | Grand Total Reported in PTCIP (if applicable) |
|---|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------------------------|-------------------------------|---|
| <b>Infrastructure – Wayside Installations (Systemwide)<sup>6</sup></b>  |                         |                         |                         |                         |                         |                                  |                               |   |
| Wayside Interface Units   | 0                       | 0                       | 0                       | 0                       | 0                       | 0                                | 85                            | 85  |
| Communication Towers or Poles   | 0                       | 0                       | 0                       | 0                       | 0                       | 0                                | 8                             | 8   |
| Switch Position Monitors  | N/A                     | N/A                     | N/A                     | N/A                     | 0                       | N/A                              | N/A                           | N/A   |
| Wayside Radios  | N/A                     | N/A                     | N/A                     | N/A                     | 0                       | N/A                              | N/A                           | N/A   |
| Base Station Radios   | 0                       | 0                       | 0                       | 0                       | 0                       | 0                                | 8                             | 8   |
| Are all necessary communication backbone utilities (including fiber, copper, ground wiring etc.) installed and ready for operation? |                         |                         |                         |                         |                         |                                  | Yes                           |   |

<sup>5</sup> Unlike the heading in table 3.1, this heading is not qualified with “(if applicable)” because each railroad was required to provide year-end goals for these particular hardware categories under the PTC Enforcement and Implementation Act of 2015.

<sup>6</sup> If a particular category listed in this table does not apply to the railroad’s technology, please indicate “N/A.” A railroad may add categories or subcategories in [Appendix A](#) if it wants to provide more detail.

## Quarterly Progress Report Form – Positive Train Control Implementation

Provide any additional narrative for Infrastructure/Wayside Status below:

All wayside hardware and software is installed and ready for testing/operation.

Radio Towers - All eight 220 MHz radio tower installation and the communications infrastructure is completed and ready for testing/operation.

4. Installation/Track Segment Progress – Current Status<sup>7</sup>

| Segment Identification <sup>8</sup> | Q1 Status – Current status of installation/track segment | Q2 Status – Current status of installation/track segment | Q3 Status – Current status of installation/track segment | Q4 Status – Current status of installation/track segment |
|-------------------------------------|--|--|--|--|
| RSD Test Track                      | Field Testing  | Choose Status.   | Choose Status.   | Choose Status.   |
| Phase 1 (IOS)                       | Field Testing  | Choose Status.   | Choose Status.   | Choose Status.   |
| Phase 2 South                       | Field Testing  | Choose Status.   | Choose Status.   | Choose Status.   |
| North Extension                     | Field Testing  | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |
|                                     | Choose Status.   | Choose Status.   | Choose Status.   | Choose Status.   |

<sup>7</sup> For passenger rail operations, this information should be further segregated into those routes where it is a host or tenant.

<sup>8</sup> Segment identification should be consistent with installation segments as listed in the railroad's PTCIP (e.g., by track segment, territory, subdivision, district, etc.).

## Quarterly Progress Report Form – Positive Train Control Implementation

[illegible]

**If a railroad has more segments where PTC will be implemented, please use the additional rows provided in [Appendix B](#).**

**Provide any additional narrative for Installation/Track Segment Status below:**

CFRC RSD Test Track is completed and RSD Operations on the Test Track began on April 22, 2019.

The remaining route miles on CFRC are ready for testing to begin upon completion of the CFRC SubDiv file lab testing.



## Quarterly Progress Report Form – Positive Train Control Implementation

## 5. Quarterly Update on Employee Training

| Employee Category <sup>9</sup>  | Q1 – # Employees Trained | Q2 – # Employees Trained | Q3 – # Employees Trained | Q4 – # Employees Trained | Sum of Quarterly Totals | PTCIP Year End Goal | Cumulative # of Employees Trained | Grand Total Reported in PTCIP |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|---------------------|-----------------------------------|-------------------------------|
| Employees who Install, Maintain, Repair, Modify, Inspect, and Test the PTC System | 0                        | 0                        | 0                        |                          | 0                       | 22                  | 30                                | 22                            |
| Employees who Dispatch Train Operations   | 0                        | 0                        | 0                        |                          | 0                       | 12                  | 13                                | 12                            |
| Train and Engine (Operations) Employees   | 0                        | 0                        | 0                        |                          | 0                       | 10                  | 42                                | 10                            |
| Roadway Worker Employees  | 0                        | 0                        | 0                        |                          | 0                       | 0                   | 0                                 | 0                             |
| Direct Supervisors of the Above Employees   | 0                        | 0                        | 0                        |                          | 0                       | 6                   | 31                                | 6                             |

Provide any additional narrative for Employee Training below:

50 personnel that will be working with the PTC RSD Test Track for all crafts are required to be trained in accordance with the PTCIP Ver. 10.1.

During 2018, CFRC trained a total of 116 employees including O&M Contractors, FDOT employees and FDOT consultants who will be working with PTC. CFRC exceeded its stated goal for training personnel and was able to complete the training of all personnel that required training for PTC implementation.

An overview of PTC and instructions that provided an understanding of how the PTC System affects their safety and how to avoid interfering with its proper functioning was provided to all CFRC personnel using Job Briefings, instruction in the CFRC PTC Critical Asset Change Standard Operating Procedure and a PTC Management Workshop. CFRC personnel included the Roadway Worker Employees.

<sup>9</sup> See 49 C.F.R. § 236.1041(a).

## Quarterly Progress Report Form – Positive Train Control Implementation

## 6. Quarterly Update on Interoperability Progress and Other Formal Agreements

*This section is provided to help railroads describe interoperability information. Please provide any additional information (e.g., an appendix) as appropriate.*

## Required content:

- For host railroads: provide updates to any agreements and key milestones for all tenant operations
- For tenant railroads: provide updates to any agreements and key milestones for all operations over tracks hosted by another railroad

**Host and Tenant Railroads:** Provide a general update on interoperability in the textbox below:

CFRC has established a BOS connection from the CFRC hosted environment to CSXT BOS in August 2018 and the Amtrak BOS in September 2018. Completion of interoperability testing to include full interoperability with the tenant railroads is scheduled for no later than November 2020.

CSXT and Amtrak continue to hold PTC Status Meetings with the CFRC/FDOT to discuss project milestones, particularly the scheduling of interoperability testing and RSD. The CSXT/CFRC interoperability kickoff meeting was held February 2019 to begin coordinating interoperability testing. A similar meeting was held with Amtrak in February 2019. Both CSXT and Amtrak interoperability testing are scheduled to begin in December 2019 during CFRC extended RSD.

FCEN, a tenant Class 3 Short Line freight railroad was granted an FRA approved exception to 49 CFR 236.1006 to operate non-PTC equipped locomotives on the CFRC corridor for interchange purposes on June 27, 2018.

**Host Railroads Only:** For each tenant, provide additional tenant information below:

| Tenant Identification           | Estimated Quantity of Tenant Rolling Stock to be Equipped with PTC | Scheduled Completion Date for Interoperability Testing | Current Tenant Implementation Status |
|---------------------------------|--|--|--------------------------------------|
| CSXT                            | In Tenant's PTCIP  | November 2020  | Installing                           |
| Amtrak                          | In Tenant's PTCIP  | November 2020  | Installing                           |
| Florida Central Railroad (FCEN) | N/A  | N/A  | Operational/Complete                 |
|                                 |  |  | Choose Status.                       |
|                                 |  |  | Choose Status.                       |
|                                 |  |  | Choose Status.                       |
|                                 |  |  | Choose Status.                       |
|                                 |  |  | Choose Status.                       |
|                                 |  |  | Choose Status.                       |

## Quarterly Progress Report Form – Positive Train Control Implementation

[illegible]



OMB Control No. 2130-0553

Quarterly Progress Report Form – Positive Train Control Implementation

Public reporting burden for this information collection is estimated to average 22.84 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is **2130-0553**. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden to OMB's Office of Information and Regulatory Affairs, Attn: FRA OMB Desk Officer.

**From:** Talley, Stephen (FRA) [mailto:stephen.talley@dot.gov]  
**Sent:** Wednesday, April 17, 2019 8:15 AM  
**To:** Liquori, Nicola <Nicola.Liquori@dot.state.fl.us>  
**Cc:** Neal, Gabe (FRA) <gabe.neal@dot.gov>; Hayward-Williams, Carolyn (FRA) <c.hayward-williams@dot.gov>; Clements, Tyrone (FRA) <tyrone.clements@dot.gov>; Viser, Calvin (FRA) <calvin.viser@dot.gov>; Ickes, Cody (FRA) <cody.ickes@dot.gov>; Warren, Lawrence (FRA) <lawrence.warren@dot.gov>; Rusnak, Richard <richard.rusnak@dot.gov>; Johnson, Donnie (FRA) <donnae.johnson@dot.gov>; Reustle, Robert (FRA) <robert.reustle2@dot.gov>; Hunter, Russell (FRA) <russell.hunter@dot.gov>; daniel.whitaker@jacobs.com  
**Subject:** FRA Affirmation of RSD(CFRC)

Ms. Liquori,

This E-mail provides affirmation that CFRC has met each condition of Mr. Lauby's letter/enclosure dated March 28, 2019. CFRC may commence RSD.

Regards,

*Stephen J. Talley*

*PTC Specialist, Region 3*

*Federal Railroad Administration*

*Mobile: 704-579-0263*

*Email: [stephen.talley@dot.gov](mailto:stephen.talley@dot.gov)*



U.S. Department of Transportation  
Federal Railroad Administration  
*Rail - Moving America Forward*



U.S. Department  
of Transportation

**Federal Railroad  
Administration**

1200 New Jersey Avenue, SE  
Washington, DC 20590

**MAR 28 2019**

Ms. Nicola A. Liquori  
Chief Executive Officer  
Central Florida Rail Corridor–SunRail  
801 SunRail Drive  
Sanford, FL 32771

**Re: Conditional Approval of the Central Florida Rail Corridor's Request to Conduct  
Revenue Service Demonstration of Its Interoperable Electronic Train  
Management System (Docket Number FRA-2011-0104)**

Dear Ms. Liquori:

This letter responds to the Central Florida Rail Corridor's (CFRC) December 20, 2018, request to the Federal Railroad Administration (FRA) to initiate revenue service demonstration (RSD) operations on CFRC's Test Territory from milepost (MP) 765.18 to MP 777.57 using its Interoperable Electronic Train Management System (I-ETMS). The present method of operation on this territory is by signal indication of a traffic control system. This method of operation will not be affected by the proposed testing.

After a review of CFRC's I-ETMS RSD request and supporting documentation, FRA finds that CFRC's request satisfies the requirements for CFRC to initiate the RSD phase of positive train control (PTC) system implementation on CFRC's Test Territory from MP 765.18 to MP 777.57. Therefore, FRA conditionally approves CFRC's request to conduct RSD operations using I-ETMS on the Test Territory from MP 765.18 to MP 777.57. *See* Title 49 Code of Federal Regulations (CFR) § 236.1035. Please see page 7 of the enclosure to this letter for instructions on how to obtain the FRA test monitor's approval to initiate RSD operations on the remainder of CFRC's main lines subject to the statutory mandate.

FRA's approval of the RSD operations identified in this letter is subject to the conditions listed in the enclosure to this letter. FRA's conditional approval of RSD operations on CFRC's Test Territory from MP 765.18 to MP 777.57 expires when CFRC receives PTC System Certification from FRA or when FRA notifies CFRC of the termination of this approval, whichever comes first.

FRA reserves the right to modify or rescind this approval upon receipt of information about the safety of rail operations or noncompliance with any condition of this approval or any applicable regulatory or statutory requirement. FRA will consider noncompliance with any condition of this approval as a violation of 49 CFR § 236.1035(b).

FRA's test monitor for this project is Mr. Stephen Talley. As test monitor, Mr. Talley (or his designee) may impose additional conditions as necessary to ensure the safety of rail operations. Mr. Talley (or his designee) will provide affirmation of FRA's concurrence when CFRC has met each condition listed in the enclosure to this letter.

If you have questions regarding this letter or the conditions, please contact Ms. Carolyn Hayward-Williams, Staff Director, Positive Train Control/Signal & Train Control Division, at 202-493-6399 or [c.hayward-williams@dot.gov](mailto:c.hayward-williams@dot.gov).

Sincerely,



Robert C. Lauby  
Associate Administrator for Railroad Safety  
Chief Safety Officer

Enclosure

## Enclosure

This enclosure lists the conditions applicable to the Federal Railroad Administration's (FRA) conditional approval of the Central Florida Rail Corridor's (CFRC) December 20, 2018, request to initiate revenue service demonstration (RSD) operations on CFRC's Test Territory from MP 765.18 to MP 777.57 using its Interoperable Electronic Train Management System (I-ETMS).

### **Conditions for I-ETMS RSD Operations on CFRC's Test Territory from MP 765.18 to MP 777.57:**

1. CFRC's I-ETMS RSD operations may be conducted only on CFRC's Test Territory from MP 765.18 to MP 777.57. Please see page 7 of this enclosure for instructions on how to obtain the FRA test monitor's approval to initiate RSD operations on the remainder of CFRC's main lines subject to the statutory mandate.
2. This approval applies to the use of CFRC's I-ETMS-equipped EMD MP32 locomotives and Bombardier Bi-level cab cars upon the conclusion of sufficient testing acceptable to FRA and demonstrated to the satisfaction of the FRA test monitor to be safe. The FRA test monitor may authorize substitution or inclusion of an alternative type of locomotive or cab car only if CFRC demonstrates, to the FRA test monitor's satisfaction, that such substitution is safe. Substitution or inclusion of an alternative type of locomotive or cab car for RSD operations without prior FRA approval is prohibited.
3. CFRC must verify the position of the critical features in the onboard I-ETMS track database for CFRC's Test Territory from MP 765.18 to MP 777.57 against the critical features' actual physical locations and provide the results to FRA via the FRA's Secure Information Repository (SIR) site (<https://sir.fra.dot.gov>). Critical features include all integer mileposts, all station signs used as designated limits, all signals, all switches, all highway-rail grade crossings (each edge of crossing on each track), all permanent speed restrictions (the begin- and end-limits), all track detection circuits (the begin- and end-limits) in dark territory, all clearance points for every switch location installed on the main and siding tracks, and any inside switches equipped with switch-circuit controllers throughout the I-ETMS territory.
  - a. Each critical feature in the onboard I-ETMS database must not differ from the feature's actual position by more than 2.2 meters (7.2 feet), which is the mean 95 percent 2-D All in View 2003 Calendar Year Global Positioning System Circular Error of Probability. If any critical feature is relocated or a new critical feature is added to a track segment, CFRC must verify and validate that the critical features in the onboard I-ETMS database do not differ from the features' actual position by more than 2.2 meters (7.2 feet). CFRC must provide written test results of the required track database verification and validation to the FRA test monitor before



commencing RSD.

4. Before CFRC commences RSD operations, the proper operation of the wayside interface units' (WIUs) inputs and outputs throughout the I-ETMS territory must be verified and validated, appropriate proof must be furnished to FRA via the FRA SIR site, and CFRC must notify the FRA test monitor of that submission.
5. Before CFRC commences RSD operations, all functional feature testing applicable to the existing methods of operation on the I-ETMS territory must be satisfactorily completed, the results must be provided to FRA via the FRA SIR site, and CFRC must notify the FRA test monitor of that submission.
6. Before CFRC commences RSD, CFRC must provide written verification to FRA (via FRA's SIR site) that all appropriate personnel have received PTC training per CFRC's PTC training program as required by Title 49 Code of Federal Regulations (CFR) Sections 236.1041, *Training and qualification program, general*; 236.1043, *Task analysis and basic requirements*; 236.1045, *Training specific to office control personnel*; 236.1047, *Training specific to locomotive engineers and other operating personnel*; and 236.1049, *Training specific to roadway workers*.
7. Before CFRC commences RSD operations on CFRC's Test Territory from MP 765.18 to MP 777.57, CFRC must complete a minimum of 10 consecutive end-to-end runs without any system anomalies or failures, and CFRC must provide the results to FRA via the FRA SIR site and notify the FRA test monitor of that submission. A run is defined as the operation of a train in one direction over the entire I-ETMS territory with an I-ETMS-equipped locomotive, in other than a turn or helper service, between the terminals for which that locomotive would be in service with the I-ETMS system fully operational and enforcing. A system anomaly or failure is any behavior of the system that is not in accordance with the approved concept of operations, the approved hardware or software design requirements and/or specifications, the approved hardware or software operational requirements and/or specifications, and/or any associated and approved engineering change orders. An "act of God" is an anomaly to the extent that it causes a deviation in the behavior of the I-ETMS hardware or software from these approved documents. Anomalies have a much broader definition than critical anomalies (see condition #8 below for the definition of critical anomalies).
8. Any critical anomalies that may affect the safety of train operations must be reported immediately to the FRA test monitor or to the designated representative. Critical anomalies include, but are not necessarily limited to, the following:
  - a. Failure to enforce brakes. This is a failure of an I-ETMS system to generate a brake application command when the train was supposed to be stopped or slowed down.
  - b. Overrun of authority boundaries. This is a failure of an I-ETMS system to

display the correct authority at the appropriate time (the train did not receive authority sent by the dispatcher, or received the correct authority too late), or to record the discrepancies associated with authority transmission. It does not include situations such as a lightning strike disabling a radio transmitter and preventing the dispatcher from transmitting an authority to the onboard computer. However, the failure of the onboard computer to generate the brake application command when no authorities are in its system is a critical anomaly. Another example is that there may be times when the dispatching system generates an original authority in error, and the onboard system correctly receives that authority. The authority is in error, but it would not be considered a critical anomaly if it is outside of the I-ETMS system and the PTC system worked as intended.

- c. Unintended enforcement. This is an erroneous generation of the brake application command without warning or when not required.
  - d. Category 1 or 2 software issue. A Category 1 software issue is any deficiency that, if uncorrected, has no known and acceptable workaround (i.e., repair necessitates taking the system offline until repairs are completed, and the system is tested and returned to normal functionality), and may: (1) cause death, severe injury, or severe occupational illness; (2) cause major loss or damage to equipment or a system; (3) prevent the accomplishment of an essential capability or required interaction with other mission-critical functions; or (4) adversely affect an essential capability or negatively impact operational safety, suitability, or effectiveness. A Category 2 software issue is any deficiency that adversely affects an essential capability or negatively impacts operational safety, suitability, or effectiveness, but where adequate performance may be achieved through significant compensation or an acceptable workaround.
9. Before CFRC commences RSD operations, CFRC must:
- a. Provide prior written notification to all tenant railroads operating on each applicable track segment that CFRC will be conducting RSD operations. *See also* 49 U.S.C. § 20157(l). The notifications must specifically state if CFRC is imposing any special conditions or requirements on the tenant railroads' operations, and if there are any potential risks to the tenant railroads' equipment because of the RSD operations. RSD testing may not commence until CFRC receives confirmation that each tenant railroad received the notification. CFRC must maintain signed copies of each tenant railroad's confirmation of receipt of the notification on file in the territory in question and available for inspection and duplication by FRA during normal business hours.
  - b. Identify to FRA in writing all outstanding software issues<sup>1</sup> and the associated mitigations; and

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<sup>1</sup> A software issue is an error, flaw, failure, or fault in a computer program or system that causes it to produce an incorrect or unexpected result or to behave in an unintended manner.



- c. Have no outstanding/open Category 1 or 2 software issues as defined in condition #8.
- 10. At a minimum, during the RSD phase, CFRC must complete 108 consecutive runs (as defined in condition #7) on CFRC's Test Territory from MP 765.18 to MP 777.57 with I-ETMS active without a critical anomaly (as defined in condition #8).
- 11. A minimum of 75 percent of the CFRC crew members actively working on CFRC's Test Territory from MP 765.18 to MP 777.57 must be trained in the operation of the I-ETMS system during this RSD phase. In no event may a person who is not qualified under 49 CFR part 236, subpart I operate an I-ETMS-equipped train in RSD.
- 12. Before operating an I-ETMS-equipped train in RSD, each CFRC train crew must participate in a job briefing regarding revised or modified I-ETMS system capabilities and limitations, and any ongoing system testing.
- 13. Each crew member actively working on the I-ETMS territory must have successfully completed locomotive simulator and classroom training, where the simulator accurately reflects the use and operation of I-ETMS. In the event of simulator unavailability or otherwise at the railroad's discretion, this training requirement may be fulfilled by the employee's completion of a supervised run of sufficient length to experience the I-ETMS functionality with an equipped locomotive under the direction of a person fully qualified and experienced in the operation of the system. In no event may a person who is not trained in accordance with this paragraph operate an I-ETMS-equipped train in RSD.
- 14. During RSD operations, I-ETMS must be active, and CFRC's I-ETMS RSD operations must comply with I-ETMS operating rules and all applicable CFRC operating rules (including, for example, special orders, bulletins, and notices).
- 15. CFRC must immediately report to FRA any applicable plan, condition, or rule violation caused by I-ETMS. Until resolution of the issue, all trains operating I-ETMS in RSD must be placed in cutout mode.
- 16. CFRC must develop a plan for gathering and analyzing I-ETMS data, demonstrating compliance with the conditions of this letter. At a minimum, this plan must include the following: identification of the system under testing, periodicity of the data being recorded, what data is to be collected, an analysis of the data, data concerning comparison of transmitted authorities, and data concerning the specific circumstances under which I-ETMS should initiate enforcement. Before CFRC commences RSD operations, FRA must approve this plan. CFRC and Wabtec must perform continued field analysis of the data to ensure system integrity. CFRC must comply with this condition even after it has completed the required number of runs under condition #10 in this enclosure.
- 17. CFRC must provide a monthly summary report of all RSD results to FRA via the FRA



SIR site and notify the FRA test monitor of that submission within 21 days of the close of the month for which results are provided. This monthly summary must include:

- a. Train Start Information.
  - i. The monthly total of all train starts in the territory;
  - ii. The number of train starts with I-ETMS-equipped locomotives in the lead;
  - iii. Of the total number of train starts with I-ETMS-equipped locomotives in the lead, the number of train starts with I-ETMS in operation; and
  - iv. An itemized list of cases for which I-ETMS-initiated penalty brake applications occurred, including circumstances of each such occurrence (e.g., system failed “safe,” crew violated specific rule, cars rolled out activating track circuit) and whether the occurrence was unintended, predictive, or reactive.
- b. A list of each system anomaly or system failure with the associated corrective actions for all I-ETMS onboard, wayside, office, or communications systems. This list must include the following for each system anomaly or failure for each individual system, subsystem, or component:
  - i. The specific system, subsystem, or component that experienced the anomaly or failure;
  - ii. The type of anomaly or failure (i.e., initial or repeat). A repeat anomaly or failure is one that occurs more than once since the railroad’s initial reporting period;
  - iii. The total number of operating hours each I-ETMS-equipped locomotive was available for operation, and the total number of operating hours of the operating system, subsystem, or component before the failure or anomaly occurred. In the case of repeat failures or anomalies, the total number of operating hours since the occurrence of the last failure or anomaly;
  - iv. The specific failure or anomaly mode;
  - v. An analysis of the root cause of the failure or anomaly; and
  - vi. The corrective actions taken.
- c. Any failure to enforce where it would have been appropriate for I-ETMS to enforce;<sup>2</sup>
- d. Any instance where an I-ETMS-equipped locomotive failed to initialize;
- e. Any instance where an I-ETMS-equipped locomotive transitioned to the

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<sup>2</sup> This monthly reporting requirement does not eliminate the requirement to timely report during any event requiring a report pursuant to 49 CFR part 233, *Signal Systems Reporting Requirements*.

- disengaged state while operating in I-ETMS territory;
- f. Any instance where the railroad cut out an I-ETMS-equipped locomotive while operating in I-ETMS territory; and
  - g. Any other I-ETMS system anomalies that may have a bearing on safety or system reliability, including any variance between authorities or restrictions displayed by I-ETMS and mandatory directives received by conventional means (either paper copies or verbal transmissions from the dispatchers).
18. This approval applies only to CFRC conducting RSD, using CFRC's equipment and properly trained employees, on the CFRC I-ETMS territory listed in condition #1, and it does not cover the installation or use of I-ETMS on any other tenant railroad equipment or by tenant railroad crews. Before another railroad may operate I-ETMS in RSD on CFRC property, CFRC must (1) provide to FRA written verification that the PTC equipment has been properly installed in accordance with the procedures required by 49 CFR § 236.1039, *Operations and Maintenance Manual*, and that the train crews have received the training required by 49 CFR §§ 236.1041, *Training and qualification program, general*; 236.1043, *Task analysis and basic requirements*; 236.1045, *Training specific to office control personnel*; 236.1047, *Training specific to locomotive engineers and other operating personnel*; and 236.1049, *Training specific to roadway workers*, and (2) receive written approval from FRA.

This I-ETMS RSD phase is complete after execution of at least the minimum sample set of train runs through the I-ETMS territory with I-ETMS active and enforcing, and completion of the following:

1. A minimum of 75 percent of the CFRC crew members actively working on CFRC's Test Territory from MP 765.18 to MP 777.57 are trained in the operation of the I-ETMS system;
2. Consistent with condition #10, CFRC must complete 108 consecutive RSD runs on CFRC's Test Territory from MP 765.18 to MP 777.57 without a critical anomaly. If any critical anomalies occur during this phase of testing, the number of successful RSD runs must be reset to zero and this phase must be started over;
3. No open Category 1 or 2 software problem trouble reports exist, as defined in condition #8; and
4. All critical anomalies (as defined in condition #8) are resolved.

CFRC may begin the I-ETMS Extended RSD Phase (the next phase) after it completes this initial RSD phase and receives the written concurrence of the FRA test monitor, based on FRA's review of the reported results and other submitted documentation.

## **Conditions for CFRC's I-ETMS Extended RSD Phase 2 (Remainder of CFRC's PTC-required Territory from MP 749.61 to MP 813.82)**

Conditions #s 1–3, 8, and 11–18 from the initial I-ETMS RSD Phase (see above, “Conditions for CFRC's I-ETMS RSD Operations on CFRC's Test Territory from MP 765.18 to MP 777.57”) also apply during CFRC's I-ETMS Extended RSD Phase 2, which may include CFRC's RSD operations on the remainder of CFRC's main lines subject to the statutory mandate. However, during this extended phase only, condition #8 is modified to eliminate the immediate reporting requirement for unintended enforcement critical anomalies.

## **Requirements, Procedures, Documentation, and Reporting – All Phases of RSD**

FRA agrees that the following regulatory requirements do not apply during CFRC's I-ETMS RSD operations performed under this conditional approval:

- 49 CFR § 236.76, *Tagging of wires and interference of wires or tags with signal apparatus* (limited to instances where impractical for PTC-related equipment); and
- 49 CFR § 236.552, *Insulation resistance; requirement* (for onboard systems only).

FRA agrees that the following regulatory requirements only partially apply, as described below, during I-ETMS RSD operations performed under this conditional approval:

- 49 CFR § 236.109, *Time releases, timing relays and timing devices*. Calibration is required once every 12 months against an approved time source maintained by the National Institute of Standards and Technology or its military counterpart, the U.S. Naval Observatory;
- 49 CFR § 236.586, *Daily or after trip test*. Regular inspection of the hardware is required as determined by the applicable operations and maintenance manual; and
- 49 CFR § 236.587, *Departure test*. I-ETMS provides the capability for the train crew or other qualified personnel to invoke a departure test as required by this regulation or railroad rule. Additionally, I-ETMS requires that a departure be completed during the initialization process if 96 hours have elapsed since the last successful departure test was performed.

During all phases of RSD operations, CFRC must ensure that:

1. I-ETMS is operated in compliance with all applicable Federal regulations, except for those that FRA has specifically waived;
2. I-ETMS is run operationally without requesting prior permission from the dispatcher to activate the system;



3. Electronic delivery of authorities to the crew by I-ETMS is not the sole means of providing movement authorization;
4. No more than 5 percent of the cars in any I-ETMS-equipped train may have inoperative brakes. In the event that more than 5 percent of the cars in any I-ETMS-equipped train have inoperative brakes, the train crew must inform the dispatcher, and the crew must cut out the I-ETMS system upon receiving authorization from the dispatcher to do so;
5. CFRC gathers and analyzes data in accordance with conditions #16 and #17 set forth above;
6. Before operating an I-ETMS-equipped train with I-ETMS active, each CFRC train crew must participate in a job briefing regarding revised or modified I-ETMS system capabilities and limitations, and any ongoing regression testing;
7. For the duration of the RSD test phases, CFRC must maintain documentation of job training for train and engine crew members with respect to the operational capabilities and limitations of the I-ETMS system. This job training and documentation includes, but is not limited to, the training and skill requirements associated with I-ETMS;
8. Before recommencing RSD operations following any I-ETMS software or hardware modification, CFRC must conduct appropriate tests under an FRA-approved test plan, provide documentation to the FRA test monitor via the FRA SIR site, and receive written approval from the FRA test monitor before further RSD operations are permitted. The documentation must explain the nature of the change, its priority and the technical justification for that prioritization, the regression testing accomplished, who witnessed the testing, the rationale for the testing selected, and the results of that testing;
9. CFRC must notify the FRA test monitor in writing of any changes to the I-ETMS software or hardware, including the reason for the change and if regression testing is required;
10. There must be no system-initiated brake applications, except under the specific conditions that are defined in CFRC's approved I-ETMS data plan (see condition #16 above) or in accordance with the designed concept of operations;
11. CFRC must document any unplanned I-ETMS-initiated brake enforcements and provide that documentation to the FRA test monitor within seven (7) calendar days of the occurrence. CFRC must immediately report to the FRA test monitor any applicable plan, condition, or rule violation caused by I-ETMS. Until resolution of the issue, I-ETMS must be placed in cutout mode on all CFRC trains operating I-ETMS in RSD; and

12. FRA reminds CFRC that FRA's conditional approval, dated June 22, 2018, of CFRC's I-ETMS Field Test Request is still in effect from MP 749.61 to MP 813.82.

guest columnist

## **Every four hours: Stay vigilant at railroad crossings**



By Ronald BatoryGuest Columnist

Image 1 of 2

NEXT IMAGE &gt;

I'm a proud lifelong railroader. After working in the industry for 45-plus years, I know the power of trains. Railroads are an indispensable part of our national transportation system and a key driver of the American economy. 134,000 rail route miles crisscross our nation, with over 200,000 public and private highway-rail crossings in rural areas, suburban neighborhoods, and busy urban downtowns.

The statistics show us that rail is a safe mode of transportation, but sadly risks increase where train tracks and highways intersect. Every four hours there is a collision between a train and motor vehicle or pedestrian at a highway-rail grade crossing. In 2018 alone, 270 people were killed, and of those, 99 individuals died because a motorist deliberately drove around lowered crossing-gate arms.

That's why the Federal Railroad Administration and National Highway Traffic Safety Administration have partnered on a multi-million-dollar public safety educational campaign — "Stop. Trains Can't." — to improve driver knowledge, awareness and behavior at railroad crossings and help protect our families to ultimately eliminate preventable injuries and deaths. Our goal is simple — to raise public awareness about the risks of an approaching train when crossing railroad tracks and remind everyone that trying to save a few minutes can cost you your life.

While tremendous progress has been made over many decades in reducing the frequency of these impacts, injuries and deaths, most of these crashes are not simple accidents, they are preventable. I know this to be true, having witnessed several firsthand. So too do the thousands of families whose lives have been changed forever by a life-altering injury or the tragic loss of a loved one. I've met countless train crews who've been traumatized by crashes they were powerless to avoid.

The temptation to try to beat a train can be great, but it's deadly. Given their size and weight, neither freight nor passenger trains can stop easily to avoid motor vehicles on the tracks. A freight train traveling 55 mph can take more than a mile to stop once emergency brakes are applied. Trains do not have steering wheels and they cannot swerve out of the way to avoid striking a roadway user. In fact, by law trains on the tracks have the right of way.

Too many Americans disregard grade crossing advance warning signs and signals and mistakenly believe they can beat an approaching train. About half of the nation's railroad crossings have lights that flash, and or gate arms that lower as a train approaches. Yet remarkably half of all crossing collisions happen where those exact safety measures are in place. To those who willfully ignore flashing lights or put themselves and others at risk by driving around gate arms I say: Heed these warnings. They're in place to keep you and your passengers safe, not to make you late.

Trains may operate in either direction over a track at any time. In locations with multiple sets of tracks, a standing train may obscure the approach of another train. Even at railroad crossings not equipped with active warning devices, state laws require motorists to slow down at crossings, look both ways, and listen.

When in doubt, wait. In a race between your car and a train, you're going to lose. No matter how big the rush, it's not worth the risk. To the naked eye, trains appear to be farther away and traveling more slowly than they are. Pedestrians also need to be on the lookout – take your headphones off and look both directions before crossing. Ask yourself, is it worth the risk? Always remember — Stop. Trains can't.

The author is the administrator of the Federal Railroad Administration.





## Extended Service for Special Events

- Provided extended evening service for 15 Orlando Magic home games and each home playoff game, allowing passengers to use the extended service for other major events in downtown Orlando on the same day of the games.
- Explored potential plan for special Saturday service.

## UCF/Valencia Downtown Campus Connection Strategy

- Researched, developed and launched campaign to educate new UCF/Valencia Downtown Campus students about SunRail.
  - Created student, faculty and staff temporary SunCard, offering free travel from August – September and over 300 individuals are currently registered.
  - Partnered with UCF for student outreach events to students/prospective riders.

## Advocate and Promote Connectivity

- Sanford Trolley
  - Partnered with the Sanford CRA to create a new schedule that times the free trolley to all SunRail trains, Monday – Thursday, from 12 – 8PM and on Friday, from 12 – 9 PM.
  - Enhanced the rider experience by installing station directional signage and trolley schedule.
- Kissimmee Connector
  - Partnered with the City of Kissimmee and LYNX to brand the new, free Kissimmee Connector that connects the Kissimmee/Amtrak SunRail station and the LYNX Intermodal station with major employers and areas of interest in Historic Downtown Kissimmee.
  - Partnered with Osceola Regional Medical Center to promote SunRail and the Kissimmee Connector to employees and visitors with screen savers, table tops, rack cards and four tabling events in the main hospital building.
- Choo Choo to the Zoo
  - Partnered with the Central Florida Zoo and the Sanford CRA to promote “Choo Choo to the Zoo,” a direct shuttle service to/from the Sanford SunRail station, during Spring Break March 18-22. Results exceeded the entire 2018 summer promotion.
- Train to Plane
  - Created a one-bay stop for three different SunRail connection buses: Link 11, 42 and 111, which all offer approximately 12-15 minute connections from SunRail’s Sand Lake Road station to OIA. New signage was added to the bus stop that includes Train to Plane branding and the connection times in LYNX branded colors.
- Altamonte Spring Autonomous Vehicle
  - Met with the City Manager of Altamonte Springs for education and to begin planning for joint promotion of this new micro-transit option that is slated to open the first half of 2020.
- Group Travel
  - Facilitated 22 groups with over 900 new passengers through April 30, 2019 including schools, seniors and passengers needing special assistance.

## Additional Initiatives

- Updated website events list with interactive “Events Calendar” and separate “Daily Activities” page introducing more reasons to ride.
- Enhancements to the “On Track” email newsletter in December 2018 have resulted in a 3% in open rate, over 20% increase in engagement and 21% increase in subscriptions.





## SHUTTLES AND/OR VANPOOLS RUNNING TO VARIOUS SUNRAIL STATIONS:

### FROM THE SANFORD STATION:

- One Community Redevelopment Agency (CRA) funded trolley transports SunRail passengers starting at noon, Monday-Friday

### FROM THE MAITLAND STATION:

- Florida Hospital Maitland funding and running an employee shuttle

### FROM THE ORLANDO HEALTH/AMTRAK STATION:

- Orlando Health funding and running an employee shuttle to their offices in SoDo

### FROM THE SAND LAKE ROAD STATION:

- One employer-funded car shuttling employees to ABC Fine Wine & Spirits
- Two employee-funded vanpools for Lockheed Martin employees
- One employee-funded vanpool for several worksites in the Southpark Center Loop office park
- One employer-funded fleet vehicle for employees of Pan Am Flight Academy
- One employer-funded vanpool for employees of Construct Connect

### NEW FROM THE KISSIMMEE/AMTRAK STATION

- Two City of Kissimmee-funded shuttles transport SunRail passengers to major employers and other destinations throughout Historic Downtown Kissimmee. The shuttles meet all SunRail trains.

### ADDITIONAL FOLLOW-UP NEEDED FOR THE FOLLOWING PRIORITY AREAS:

- Assisting the City of Lake Mary in the promotion of their Vanpool Grant Program



# ADVERTISING REVENUE SCORECARD

MAY 2019

## 2019 MEDIA KIT: AVAILABLE NOW

The current Media Kit is being distributed through the ad sales team and is available upon request by emailing Caroline Gardner at [caroline@evolvetogether.com](mailto:caroline@evolvetogether.com) or online <http://corporate.sunrail.com/doing-business-with-sunrail/advertising/>

## ON BOARD ADVERTISING: SOLD OUT THROUGH 10/1/19

Most inventory was sold as one-year contracts.

|                             |                                  |
|-----------------------------|----------------------------------|
| Total Placements Available: | 12                               |
| Placement Fee:              | \$7,600 plus production per year |

## SUNRAIL.COM & SUNRAIL.ES ONLINE & MOBILE ADVERTISING: AVAILABLE NOW

|                             |                 |
|-----------------------------|-----------------|
| Total Placements Available: | 42              |
| Placement Fee Range:        | \$350 - \$5,000 |

## TRAIN SCHEDULE ADVERTISING: SOLD OUT THROUGH 7/1/19

SunRail has implemented a display opportunity for businesses to purchase advertising space on the back panel of the train schedule. Program details include:

|                             |                 |
|-----------------------------|-----------------|
| Total Placements Available: | 1               |
| Placement Fee:              | \$500 per month |

## STATION KIOSK ADVERTISING: AVAILABLE NOW AT MOST STATIONS

### CHURCH STREET STATION AND LAKE MARY STATION ARE SOLD OUT

All contracts are on an annual basis

Partners may purchase multiple or individual stations

|                             |                       |
|-----------------------------|-----------------------|
| Total Placements Available: | 66                    |
| Placement Fee:              | \$3,300 per placement |



## SOCIAL MEDIA

The SunRail Social Media Team averages approximately 150 new followers per week across Facebook, Twitter and Instagram. Summary of these followers:

14,705 Facebook

16,588 Twitter

4,060 Instagram

Total Social Media Followers — 35,353

### Sign Up for Free SunRail Text Alerts

Over 1,800 riders receive free text alerts to keep them up-to-date on any potential schedule change. Just text SUNRAIL to 31996 on your cell phone to receive your free alerts today. In the event of an unexpected incident, riders may now customize their text alert settings.

## NEW SUNRAIL MARKETING INITIATIVES

### 5-Year Anniversary

Wednesday, May 1, 2019 marks 5-years of service for SunRail and a series of promotional initiatives took place to thank the continuous support of SunRail's riders and staff.

### Kissimmee Connector

The new Kissimmee Connector has seen tremendous growth through the marketing partnership with the City of Kissimmee and route businesses. An additional station sign package was installed for better on-sight promotion and wayfinding

### SunRail App Launch

The awaited SunRail App is schedule for launch mid-May and will consist of an advanced soft launch to stakeholders and riders who sign up for free text alerts. The public roll-out will occur approximately 1 week afterwards.

### UCF/Valencia Downtown Campus Promotion

SunRail has partnered with the new downtown campus to offer staff and students with free rides for a promotional period of: Staff — 8/1 — 9/30/19 and Students 8/26/19 (first day of classes) — 9/30/19.

### SunCard Promotion

SunRail is finalizing a marketing campaign to promote the savings and benefits of purchasing a SunCard over a daily paper ticket to new and existing riders.

### Summer Events Calendar

SunRail is developing solutions to provide service for a series of summer events, including those on weekends. Upon approval, SunRail will begin marketing the services according to the event date.

### Late Night Train

SunRail included an additional southbound late-night train to assure riders could get home following an Orlando Magic game. The program was very successful, and talks continue about expanding the service.

### Healthcare Group Programs

SunRail is developing unique rider options for patients based on feedback and requests with local healthcare providers.



## SUMMARY OF DEVELOPMENT WITHIN AN ACTUAL 10-MINUTE WALK OF STATIONS IN PHASE 1 & PHASE 2:

### PROJECTS COMPLETED SINCE 2010

Number of Projects: 29

Construction Value: \$991 million

Building Square Footage: 3,536,268 GSF

Residential Units: 1,836

Permanent Employment (jobs): 1,905

Construction Employment (jobs): 2,967

### PROJECTS CURRENTLY UNDER CONSTRUCTION

Number of Projects: 12

Construction Value: \$774,292 million

Building Square Footage: 1,475,122 GSF

Residential Units: 1,633

Permanent Employment (jobs): 1,860

Construction Employment (jobs): 1,874

### PROJECTS IN PIPELINE (ANNOUNCED OR UNDER REVIEW)

Number of Projects: 31

Construction Value: \$1,116 million

Building Square Footage: 12,754,035 GSF

Residential Units: 5,929

Permanent Employment (jobs): 13,069

Construction Employment (jobs): 10,109

## ONGOING OUTREACH

As part of the ongoing strategy for SunRail public safety outreach, this program connects to the community through a variety of efforts including but not limited to: door-to-door outreach to residents and businesses near tracks; presentations in schools, community centers, at SunRail stations and onboard trains; direct mail; community events; coordination with law enforcement agencies and first responders; featured media buys in high-visibility areas; inclusion of safety messaging in business development and marketing programs; social media; training with public and school transportation groups and coordination with FRA, TSA and Operation Lifesaver.

- Posted safety messages through social media at a rate of 1 – 3 messages per week reaching more than 35,000 followers.
- Coordinated SunRail CEO Meet'n Greet with Girl Scouts of Citrus County, including a safety presentation and New SunRail 'Train Safety' badge.
- Made site visits to multiple grade crossings to explore additional safety signage opportunities using nearby grade crossing signal box housing.
- Reached out to a number of private businesses and municipalities to explore additional safety outreach opportunities through their customers and constituents.
- Made pledge to sign up an additional 100 Safety Watch members by July 2019.
- The following includes safety presentations and tabling events within the community and onboard SunRail between January and April:
  - Jewish Academy of Orlando (safety presentation and group ride) with 25 participants
  - St. Vincent's Academy (multiple safety presentations) with 80+ participants
  - Hunter's Creek Community Association (safety presentation and group ride) with 45 participants
  - DeBary Elementary (safety presentation and group ride) with 47 participants
  - Samsula Academy (safety presentation and group ride) with 76 participants
  - Vital Church Academy (safety presentation and group ride) with 55 participants
  - Christ School (safety presentation and group ride) with 35 participants
  - New Horizons Service Dogs, Inc. (safety presentation and group ride) with 40 participants
  - Monarch Learning Academy (safety presentation and group ride) with 60 participants
  - East Coast Believers (safety presentation and group ride) with 35 participants
  - Geneva School (safety presentation and group ride) with 59 participants
  - Trinity Lutheran Church (safety presentation and group ride) with 29 participants
  - Galaxy Middle School (safety presentation and group ride) with 120 participants
  - Trinity Lutheran Child Development (safety presentation and group ride) with 137 participants
  - Holy Cross Lutheran Academy Preschool (Safety Tabling) in Lake Mary, FL with 400+ participants
  - Cypress Creek High School (safety presentation and group ride) with 31 participants
  - Healthy Kids Day (Safety Tabling) in Kissimmee, FL with 600+ participants
  - City Of Life Christian Academy (safety presentation and group ride) with 112 participants



# UPCOMING MEETINGS

## **Commission Meetings (MetroPlan Boardroom)**

Thursday      August 29                      10:00 am – 12:00 noon

Thursday      October 31                      10:00 am – 12:00 noon

## **Customer Advisory Committee (LYNX Open Space – 2<sup>nd</sup> Floor)**

Thursday      August 1                      5:00 pm – 6:00 pm

Thursday      October 3                      5:00 pm – 6:00 pm

## **Technical Advisory Committee (LYNX Open Space – 2<sup>nd</sup> Floor)**

Wednesday      August 7                      1:00 pm – 2:00 pm

Wednesday      October 9                      1:00 pm – 2:00 pm