

# CENTRAL FLORIDA COMMUTER RAIL COMMISSION

MAY 28, 2020





Central Florida  
Commuter Rail Commission

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**Date:** May 28, 2020  
**Time:** 3:00 p.m.  
**Location:** LYNX  
455 N. Garland Ave., 2nd Floor Board Room  
Orlando, Florida 32801

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***PLEASE SILENCE CELL PHONES***

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**I. Call to Order and Pledge of Allegiance**

**II. Announcements/ Recognition**

A. Chairman's Remarks

**III. Confirmation of Quorum**

**IV. Approvals**

A. Meeting Minutes from January 30, 2020 Meeting

**V. Public Comments**

Citizens who would like to speak under public comments shall submit a written public comment by email at [SunrailAdmin@dot.state.fl.us](mailto:SunrailAdmin@dot.state.fl.us) or by mail. Those wishing to provide comments in person must go to the LYNX Board Room to be connected to the virtual meeting.

**VI. Reports**

A. Agency Update –SunRail Chief Operating Officer – Charles M. Heffinger Jr., P.E.

B. Connectivity

i. LYNX Update – Tomika Monterville

ii. Votran Update – Frank Alvarez



## Central Florida Commuter Rail Commission

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### **VII. Action Items**

- A. SunRail Transition Consultant Interlocal Agreement and Escrow Agreement – Tawny Olore
- B. Letter to Secretary Thibault Concerning Phase 2 North – Tawny Olore

### **VIII. Other Business**

- A. Next Meeting – July 30, 2020 10:00 a.m. MetroPlan Orlando

### **IX. 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.*



# PLEDGE OF ALLEGIANCE

(Please Stand)

I pledge allegiance to the Flag of  
the United States of America, and  
to the Republic for which it stands,  
one Nation under God, indivisible,  
with liberty and justice for all.





# TITLE VI

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](mailto:Roger.Masten@dot.state.fl.us)

## **JACQUELINE PARAMORE**

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



SunRail.com

# ANNOUCEMENTS & RECOGNITION

## A. Chairmen's Remarks



# APPROVALS

## A. January 30, 2020 Meeting Minutes





# PUBLIC COMMENTS





# REPORTS

## **A. AGENCY UPDATE**

Charles M. Heffinger, Jr., P.E.

## **B. BUS CONNECTIVITY**

LYNX – Tomika Monterville

VOTRAN – Frank Alvarez

# 2020 SERVICE TO DATE

## JANUARY - FEBRUARY

- January & February ridership were up average of 14% over 2019
- March began with over 7,000 riders daily and likely to be a record-breaking month
- New TVU installed at DeBary to meet rider demand





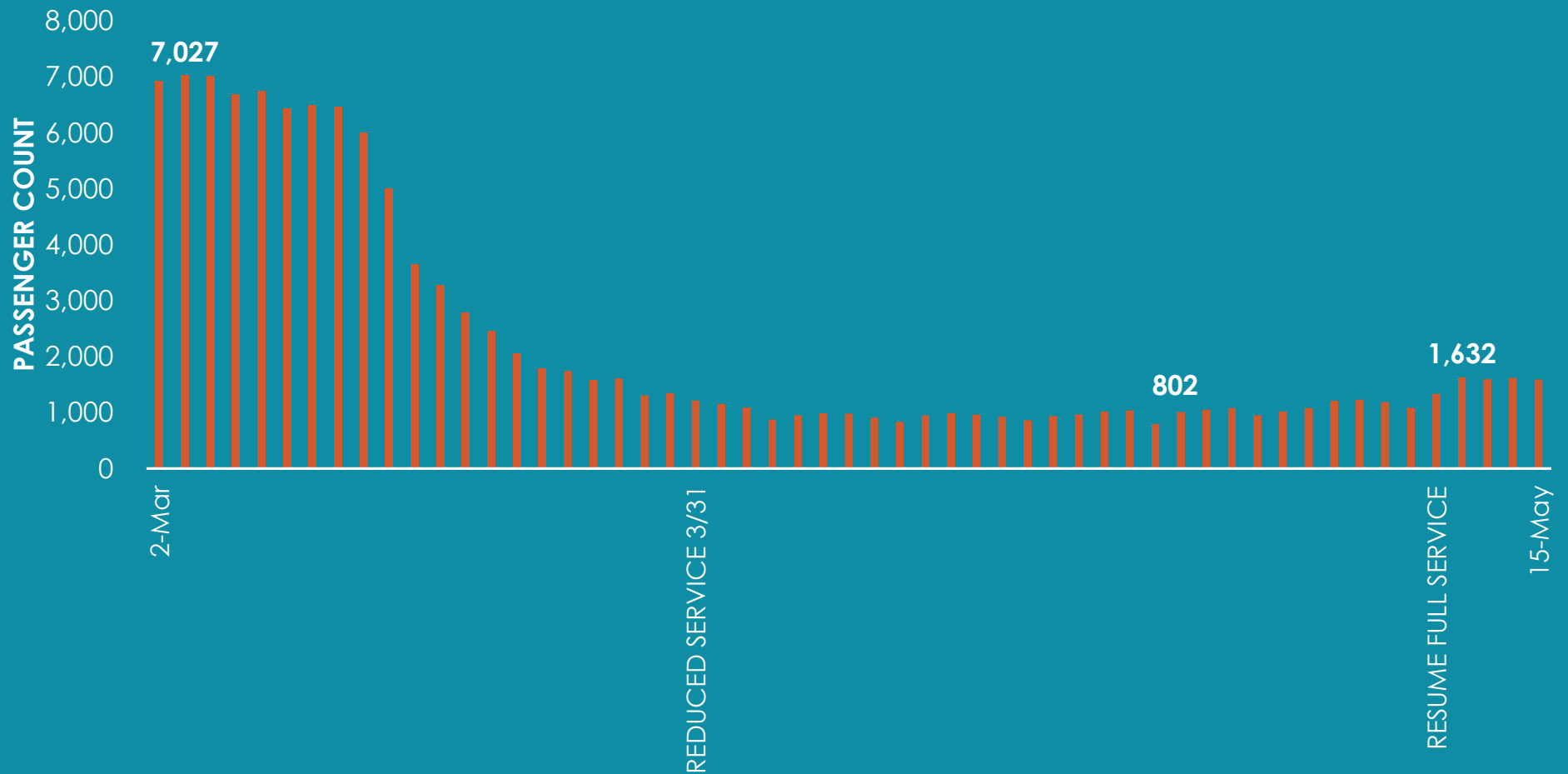
# 2020 SERVICE TO DATE

## MARCH - APRIL

- Prevention of the spread of respiratory disease became a primary focus
- Received \$29.7M through CARES Act
- Regular sanitation of train, TVM/TVU and common areas with extra staff hired
- Modified schedule began March 31



# SUNRAIL RIDERSHIP CHART 3/2 – 5/15



# 2020 SERVICE TO DATE

## LOOKING AHEAD

- Optimistic about growth with full schedule reinstated on May 11 in alignment with LYNX
- New fogging disinfectant of train interiors nightly
- New security teams will patrol stations and trains
- Additional Staff added to wipe touch areas on trains throughout daily trips
- Clear 3M material installed over TVM/TVU and stations cleaned throughout day





# MARKETING

Marketing SunRail as I-4 construction accelerates through paid, earned and social media.

- I-4 digital billboard rotation on 10 locations
- Posts to Facebook, Instagram and Twitter accounts



FACEBOOK & TWITTER



As I-4 accelerates construction through Monday 5/18, save time and avoid delays by riding SunRail. Learn more at (LINK) [#RideSunRail](#)

INSTAGRAM



As I-4 accelerates construction through Monday 5/18, save time and avoid delays by riding SunRail. Learn more at (LINK) [#RideSunRail](#)



## CUSTOMER SERVICE

- New SunCard Support program with online resources
- Now conducting Supervisor call backs to assure satisfaction
- Lost & Found reopened
- New equipment stickers with call feature help to reduce equipment downtime



Trouble with this Machine?  
Call Customer Service at  
**855-RAIL-411**  
Report Machine - TVM #80

# TRAIN WRAP

- Exciting new advertisement placed on two Coach passenger vehicles





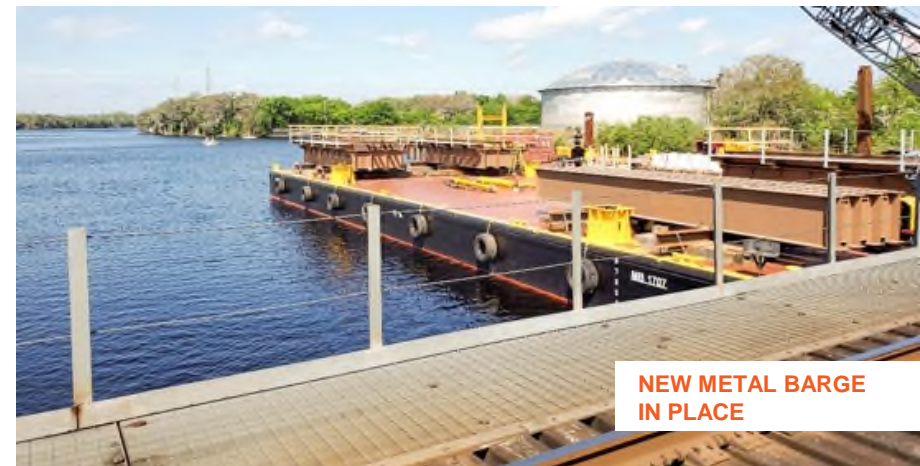
# CORRIDOR MAINTENANCE

Planned work on the Lake Monroe Draw Bridge

- Includes replacement of four spans and steel repairs to lift span truss
- Barge crane used to expedite construction, improve safety and reduce impact to train operations

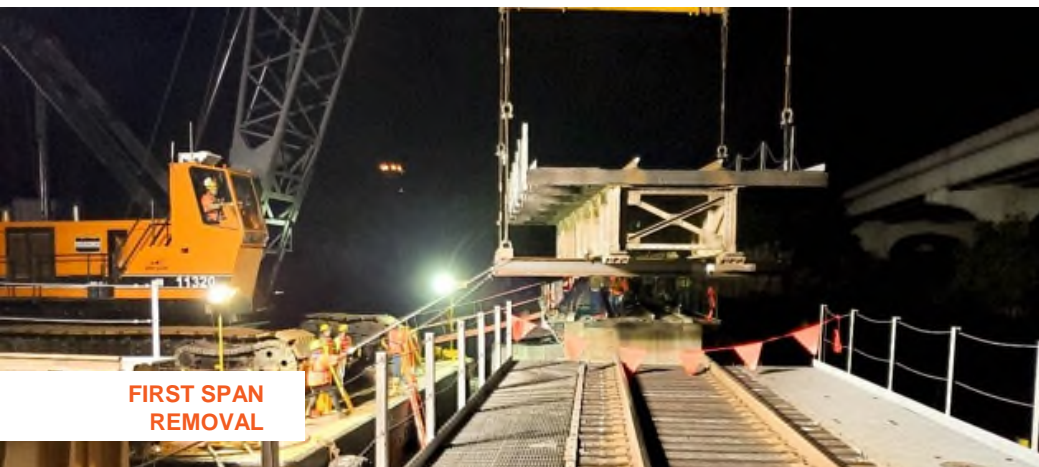


**BARGE CRANE  
MOBILIZED TO LMDB**



**NEW METAL BARGE  
IN PLACE**

# CORRIDOR MAINTENANCE





# POSITIVE TRAIN CONTROL

- PTC initiated on entire corridor 1/13/20
- Currently running 100% PTC-enabled SunRail trains daily
- Interoperability testing is underway with CSX and Amtrak to be completed by November 2020
- Program implementation expected to be complete by December 2020



# DYNAMIC ENVELOPE

- Supporting statewide STRIDE safety initiative
- Five new crossings completed in May
- Remaining construction will be phased along corridor and scheduled after hours and on weekends
- Public outreach underway







## QUIET ZONES

- **Orange County & Maitland** – Multiple crossings have active Quiet Zones
- **Seminole County** – Civil Upgrades Supplemental Safety Measures (SSM) pending for SR 434 and SR 436
- **City of Orlando** – Additional 7 crossings (SSM) construction in progress
- **Kissimmee** – Civil upgrades (SSM) complete for Donegan Avenue
- Notice Of Establishment (NOE) is responsibility of the local jurisdiction



# RIDERSHIP OVERVIEW



**RIDERSHIP FYTD: 1,167,368**

## **BUSIEST TRAVEL TIMES**

6:00 – 9:00 AM

3:00 – 6:00 PM

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## SERVICE OVERVIEW

### 2020 On-Time Performance

Actual Average

**97.3%**

Contractual Average

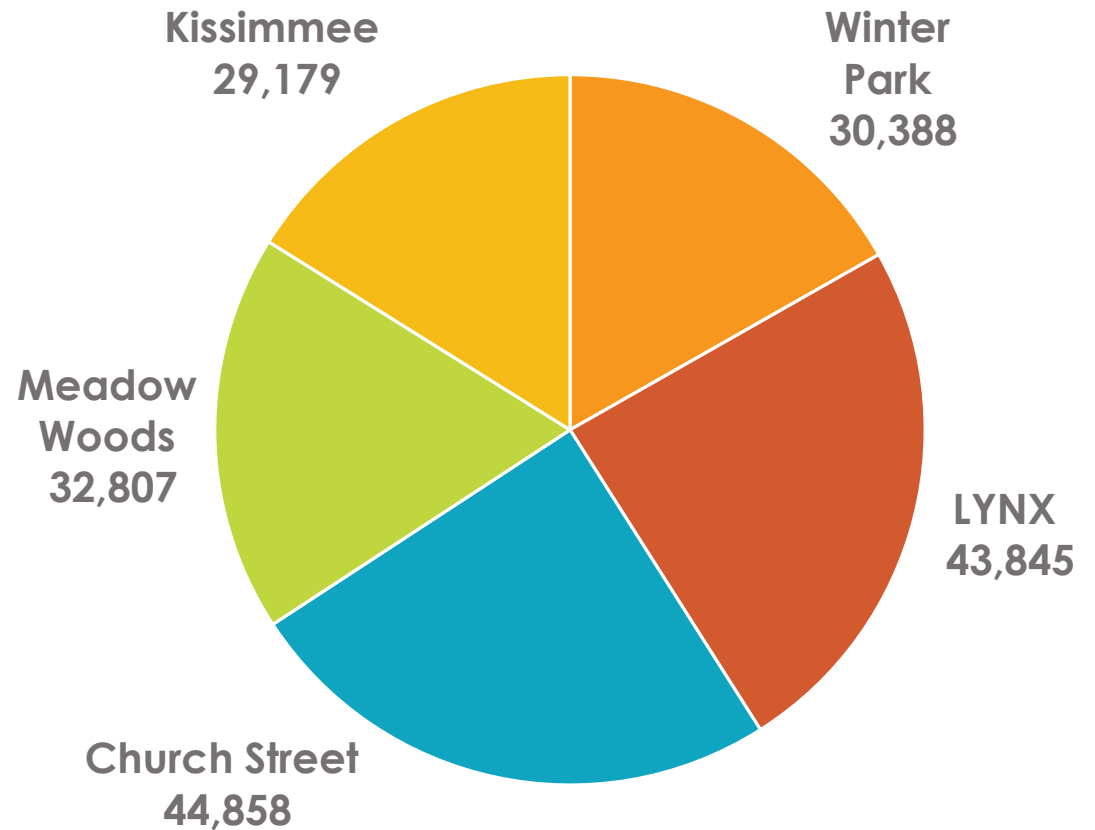
**99.6%**

Goal

**95%**

## MOST TRAVELED STATIONS

YEAR-TO-DATE

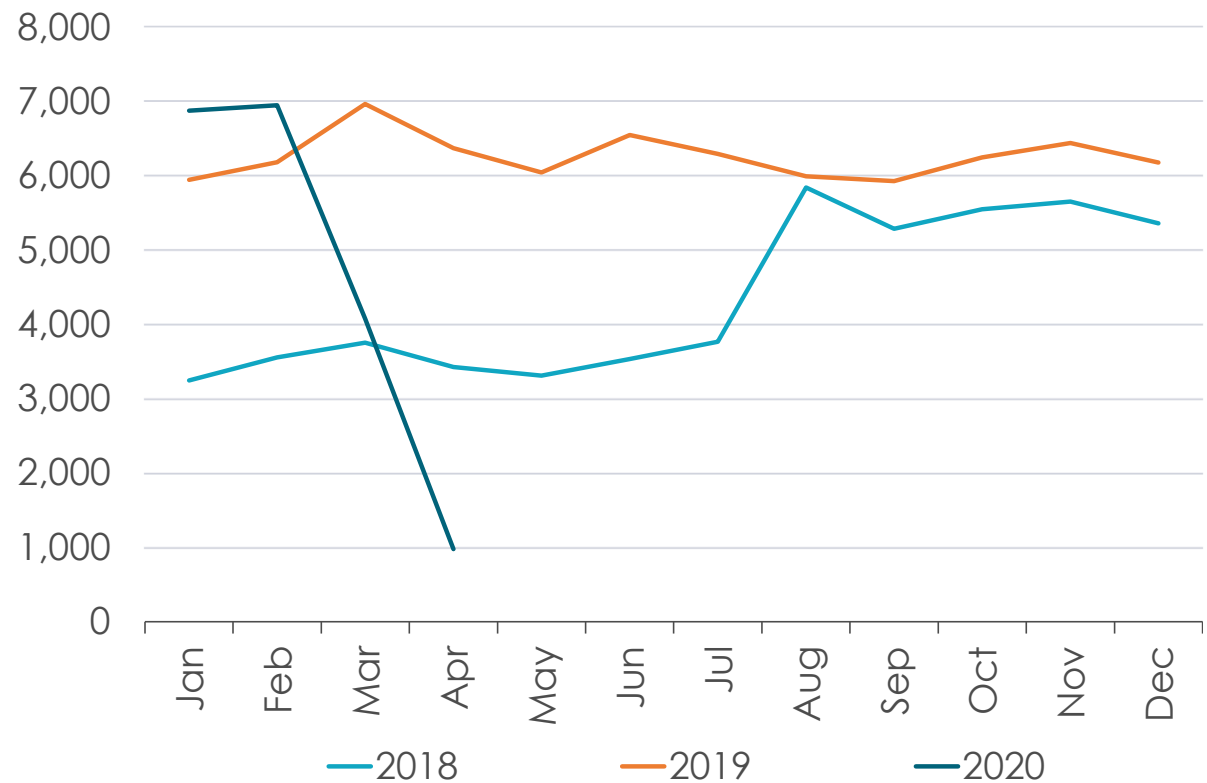


## HIGHLIGHTS

- Modified schedule 3/31 – 5/8
- Ridership steadily increasing
- Summer break, Downtown Campus expansion and more coming soon

## Average Daily Ridership

Jan - 6,875 | Feb - 6,950 | Mar - 4,074 | Apr - 974



Hurricane Dorian interrupted service 9/3 – 9/5/19.

# FY19/20 OPERATING BUDGET UPDATE

OPERATING REVENUE	ANNUAL BUDGET	YEAR TO DATE APRIL 30, 2020	
		BUDGET	ACTUAL
Farebox revenue	\$ 3,366,644	\$ 2,805,537	\$ 2,580,221
CSX usage fees	\$ 3,293,401	\$ 2,744,501	\$ 2,792,640
Amtrak usage fees	\$ 1,028,530	\$ 857,108	\$ 900,062
FCEN usage fees	\$ 25,568	\$ 21,307	\$ 19,262
Right-of-way lease revenue	\$ 120,066	\$ 100,055	\$ 72,493
Ancillary revenue	\$ 336,986	\$ 280,822	\$ 710,660
<i>Subtotal - System revenue</i>	<i>\$ 8,171,195</i>	<i>\$ 6,809,330</i>	<i>\$ 7,075,338</i>
FTA §5307 - Urbanized Area Grant Funds	\$ 10,021,711	\$ 8,351,426	\$ 8,351,426
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 18,192,906</b>	<b>\$ 15,160,756</b>	<b>\$ 15,426,764</b>

# FY19/20 OPERATING BUDGET UPDATE

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT
Bombardier - Operations
Bombardier - Maintenance
Bombardier - Incentive/Disincentive
Conduent - Back-of-the-House Hosting
Conduent - Fare Equipment Maintenance
Herzog - Signal Maintenance of Way
Green's Energy - Fuel
Gallagher - Insurance
Amtrak - Heavy Vehicle Maintenance
Wells Fargo - Banking Services
Bank of America - Merchant Services (Banking)
MidFlorida - Armored Car Service
AT&T/Verizon - Wi-Fi Service
Fare Media Smart Card
Limited Use Smart Card
Incomm - Card Distribution & Packaging
<i>Subtotal - System operating costs</i>

ANNUAL BUDGET
\$ 10,511,193
\$ 16,101,451
\$ 1,330,632
\$ 933,325
\$ 2,214,588
\$ 3,207,374
\$ 1,965,924
\$ 1,900,000
\$ 1,368,067
\$ 4,906
\$ 95,408
\$ 44,280
\$ 34,402
\$ -
\$ 424,620
\$ -
\$ 40,136,170

YEAR TO DATE APRIL 30, 2020	
BUDGET	ACTUAL
\$ 8,759,328	\$ 8,723,142
\$ 13,417,876	\$ 13,034,020
\$ 1,108,860	\$ 1,187,380
\$ 777,771	\$ 679,605
\$ 1,845,490	\$ 2,541,748
\$ 2,672,812	\$ 3,080,322
\$ 1,638,270	\$ 1,372,184
\$ 1,900,000	\$ 1,982,433
\$ 1,140,056	\$ 882,804
\$ 4,088	\$ 4,342
\$ 79,507	\$ 87,184
\$ 36,900	\$ 38,400
\$ 28,668	\$ 19,368
\$ -	\$ -
\$ 353,850	\$ 404,400
\$ -	\$ -
\$ 33,763,476	\$ 34,037,333

Feeder Bus Expenses
Capital Maintenance
Consultant Support

\$ 1,978,793
\$ 7,188,940
\$ 8,743,211

\$ 1,648,994	\$ 581,945
\$ 5,990,783	\$ 4,528,084
\$ 7,286,342	\$ 4,887,900

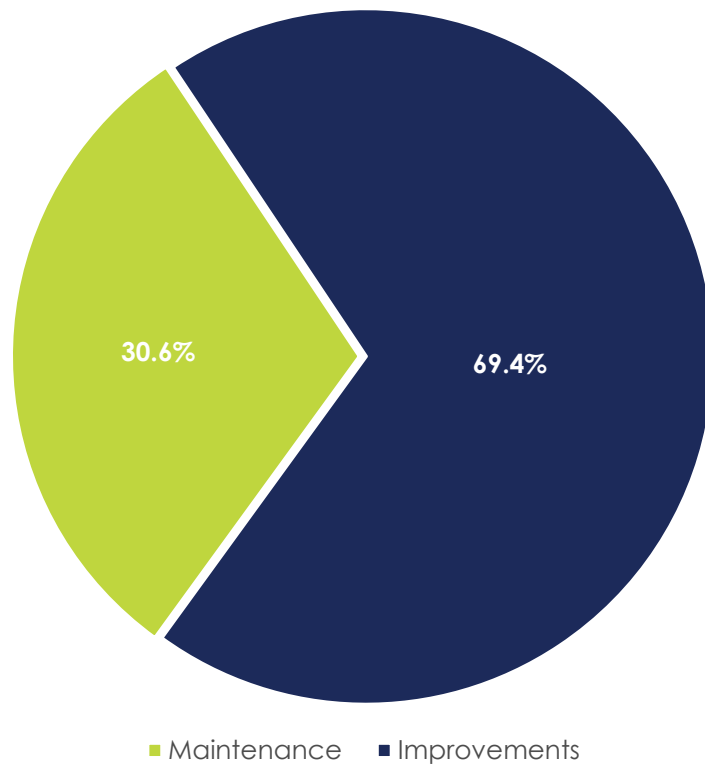
<b>TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT</b>
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\$ 58,047,114
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\$ 48,689,595	\$ 44,035,262
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# CAPITAL MAINTENANCE



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## ■ Maintenance

Non-recurring corrective or preventive maintenance or in-kind replacement

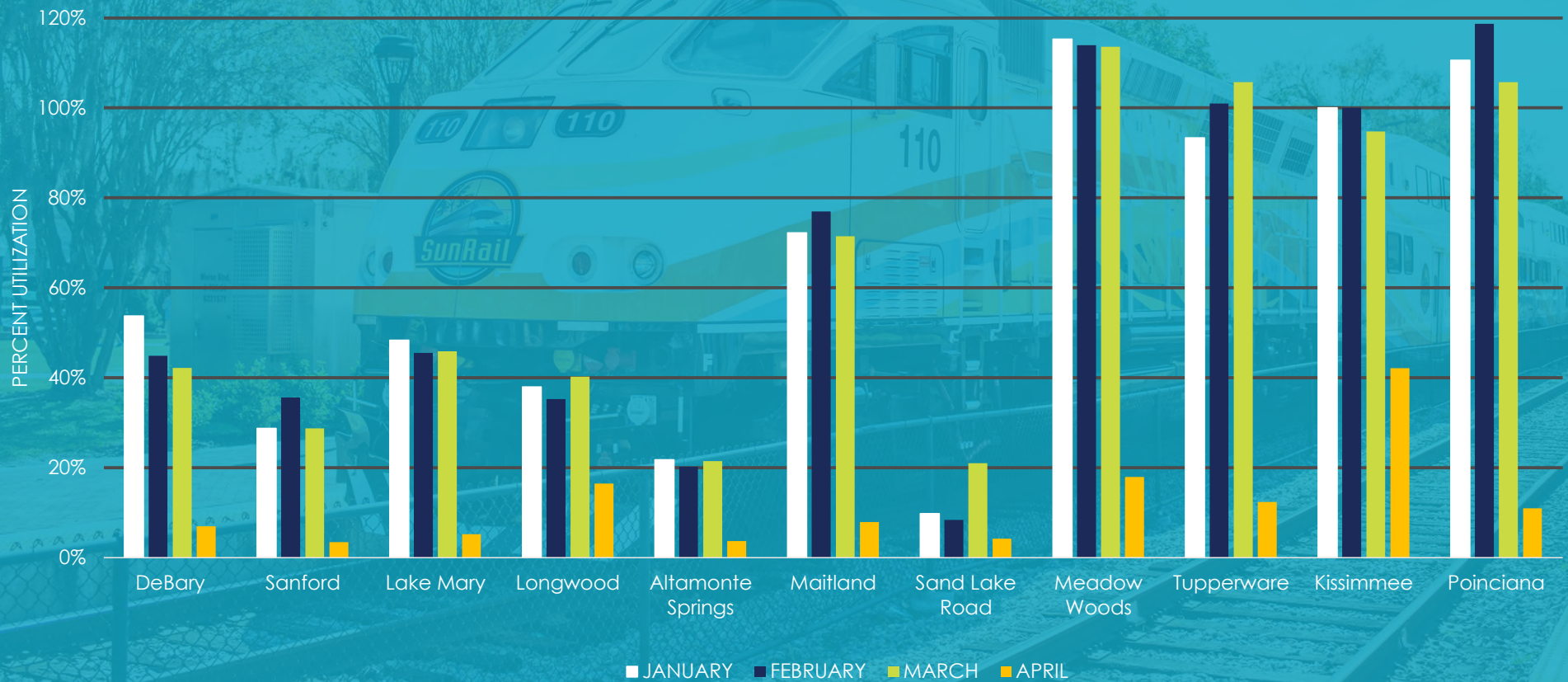
## ■ Improvements

Extend the useful life, increase the value or add new uses

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# STATION PARKING

JANUARY 2020 – APRIL 2020



# LYNX CONNECTIVITY

LYNX Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area													
SUNRAIL STATION	Fiscal Year 2020												ANNUAL DAILY AVERAGE
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Days of Operation	23	20	21	21	20	22							127
Sanford	472	464	429	429	475	424	-						385
Lake Mary	103	99	96	105	121	92	-						88
Longwood	80	86	80	87	61	73	12						68
Altamonte Springs	207	174	129	90	153	160	-						130
Maitland	23	22	18	20	21	27	-						19
Winter Park	414	417	314	368	369	308	47						320
Florida Hospital/Health Village	335	220	166	299	361	395	38						259
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	14	26	15	20	19	13	10						17
Sand Lake Road	96	95	76	70	130	103	15						84
Meadow Woods	133	127	99	87	142	68	-						94
Tupperware	17	N/A	N/A	27	29	46	-						24
Kissimmee Intermodal													
Poinciana	1	N/A	N/A	4	6	6	-						3
<b>Total - All Stations</b>	<b>1,895</b>	<b>1,730</b>	<b>1,422</b>	<b>1,606</b>	<b>1,887</b>	<b>1,715</b>	<b>122</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,490</b>
Percent change from FY 19 to FY 20	26%	-0.1%	-18%	23%	21%	18%	-92%						4%

N/A – Ridership was not collected due to bus not having Automatic Passenger Counter (APC)

1 Due to COVID-19, Orange and Osceola Counties instituted a stay-at-home order on March 26 and bus service was reduced on March 30, 2020. This caused a decrease in ridership.

NOTE: These totals are collected utilizing APC. Not all vehicles are equipped with APC at this time and samples may have been collected before the service reduction.

# LYNX CONNECTIVITY

## LYNX Feeder Bus Route Analysis (Phase II Routes)

LINK	April		Change	% Change
	FY19	FY20		
18	28,786	496	-28290	-98%
418	5,470	1,910	-3560	-65%
155	1,177	589	-588	-50%
306	2,198	1,125	-1073	-49%
604	381	63	-318	-83%
631	792	334	-458	-58%
632	309	332	-23	7%
709	978	253	-725	-74%

# VOTRAN CONNECTIVITY

April 2020

Activity at DeBary Station	Fiscal year 2018												Annual Daily Average
	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
Avg Daily Ridership	96	76	79	63	62	69	69	67	61	72	79	72	72

Activity at DeBary Station	Fiscal year 2019												Annual Daily Average
	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	22	22	20	22	22	19	254
Avg Daily Ridership	98	66	85	89	64	76	66	61	59	57	69	63	71

Activity at DeBary Station	Fiscal year 2020												Annual Daily Average
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	
Days of Operation	23	20	21	22	20	22	22						150
Avg Daily Ridership	65	48	74	63	52	44	25						53

NOTES: 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.

Hurricane Dorian in 2019 interrupted Votran service 9/2-9/4, SunRail service 9/3-9/5, SunRail service was closed 9/2 for Labor Day.

No SunRail service on Thanksgiving, Christmas, New Year's Day, Independence Day, Labor Day, Memorial Day and Martin Luther King Jr. Day



# ACTION ITEMS

A. SunRail Transition Consultant Interlocal Agreement and Escrow Agreement –  
Tawny Olore





# SunRail Transition Consultant

CFCRC Meeting - May 28, 2020

# Agenda

- ▶ Transition Consultant Scope of Services
- ▶ Transition Consultant Interlocal Agreement
- ▶ Transition Consultant Escrow Agreement
- ▶ Next Steps
- ▶ Requested Action

# Consultant Scope of Work

- ▶ Project Purpose
- ▶ Project Description and Objectives
- ▶ Public Involvement/Meetings/Presentations
- ▶ Data Collection
- ▶ Analysis and Report
- ▶ Risk Assessment
- ▶ Transition Plan

# Project Purpose

- ▶ The scope of services describes the responsibilities of the Consultant when conducting the data collection and analysis required to develop a Transition Plan for the transfer of ownership and management of SunRail from the FDOT to the CFCRC.



# Project Description and Objectives

- ▶ Objective of the Project is to:
  - ▶ Build upon the SunRail Transition Analysis completed in May 2019
  - ▶ Develop a Final SunRail Transition Plan to serve as a blueprint for the smooth transition of the SunRail system from FDOT to the CFCRC
  - ▶ Satisfy requirements of the Interlocal Operating Agreement

# Public Involvement/Meetings/ Presentations

- ▶ Public Meetings
  - ▶ CFCRC
  - ▶ TAC
  - ▶ CAC
  - ▶ Local Funding Partner Commissions/Council
  - ▶ MetroPlan Orlando
  - ▶ Volusia River to Sea TPO
- ▶ Misc. Project Meetings
- ▶ Comments and Coordination Report

# Data Collection

- ▶ Review of Previous Studies
- ▶ Existing Operations Contracts
- ▶ Agreements
- ▶ Staffing
- ▶ Plans
- ▶ Committees
- ▶ Financial Documentation
- ▶ Field Review
- ▶ Existing Conditions Report

# Analysis and Reports

- ▶ Contract Compliance
- ▶ Agreements
- ▶ Staffing Plan
- ▶ Agency
- ▶ Existing Plans
- ▶ Committees
- ▶ Financial Assessment
- ▶ Operational Assessment
- ▶ Transition Analysis Report

# Risk Assessment

- ▶ Purpose is to manage the schedule and financial risks of the transition
- ▶ Risk Assessment Workshop Early in Project
- ▶ Develop Risk Register
- ▶ Risk Assessment Report
- ▶ Maintain Risk Register

# Transition Plan

- ▶ Transition Plan will incorporate information developed in data collection and analysis
- ▶ Implementation Schedule
- ▶ Next Steps for Transition
- ▶ Section 3.10 of Interlocal Governance Agreement
  - ▶ Risk Management and Self-insurance Program
- ▶ Transition Plan will be presented to:
  - ▶ CFCRC, TAC, and CAC
  - ▶ Local Funding Partner Commissions/Council
  - ▶ MetroPlan Orlando
  - ▶ Volusia River to Sea TPO



# Transition Consultant Interlocal Agreement

- ▶ Similar to Agreement entered into by Seminole County, Orange County, City of Orlando and Osceola County for SunRail Transition Feasibility Consultant entered into in late 2017
- ▶ Purpose - Retain a consultant to perform the Transition Plan Scope of Services
- ▶ Seminole County is the Lead Agency
- ▶ Steering Group formed with one staff member from each of the Local Funding Partners
- ▶ Funding - \$220,000 from each Local Funding Partner

# Transition Consultant Escrow Agreement

- ▶ Similar to Agreement entered into by Seminole County, Orange County, City of Orlando and Osceola County for SunRail Transition Feasibility Consultant entered into in late 2017
- ▶ Purpose - Hold funds for Transition Consultant in Escrow
- ▶ Seminole County Escrow Agent
- ▶ Invoices will be reviewed by Steering Group and paid by Seminole County

# Next Steps

Task	2020				2021				2022			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Anticipated Transition Consultant Schedule</b>												
Transition Scope Finalized (Complete)	★											
Scope Presentation to CFCRC (May 28, 2020)		★										
Develop Interlocal Agreement (Apr - May 20)		■										
Interlocal Agreement to CFCRC (May 28, 2020)		★										
Interlocal Agreement to LFP Boards (Jun - Jul 20)			■									
Development of Procurement Package (Jun-Aug 20)			■									
Advertise Procurement (Aug 20)			★									
Procurement Process (Aug-Oct 20)				■								
Consultant NTP (Nov 20)				★								
Transition Plan (18 mths - Nov 20 - Apr 22)					■	■	■	■	■	■	■	■
Transition Plan Complete (May 22)										★		
Transition Plan Presentation to CFCRC and LFP Boards (May-Jun 22)											■	

**Note:** This is for illustrative purposes only.

## Requested Action

- ▶ Approval to move forward with placing Transition Consultant Interlocal Agreement and Escrow Agreement on the agendas of the Local Funding Partner's Board of County/City Commission/Council

Action Item



# ACTION ITEMS

B. Letter to Secretary Thibault Concerning  
Phase 2 North-Tawny Olore



# BOARD MEMBER COMMENTS



# THANK YOU

NEXT MEETING:

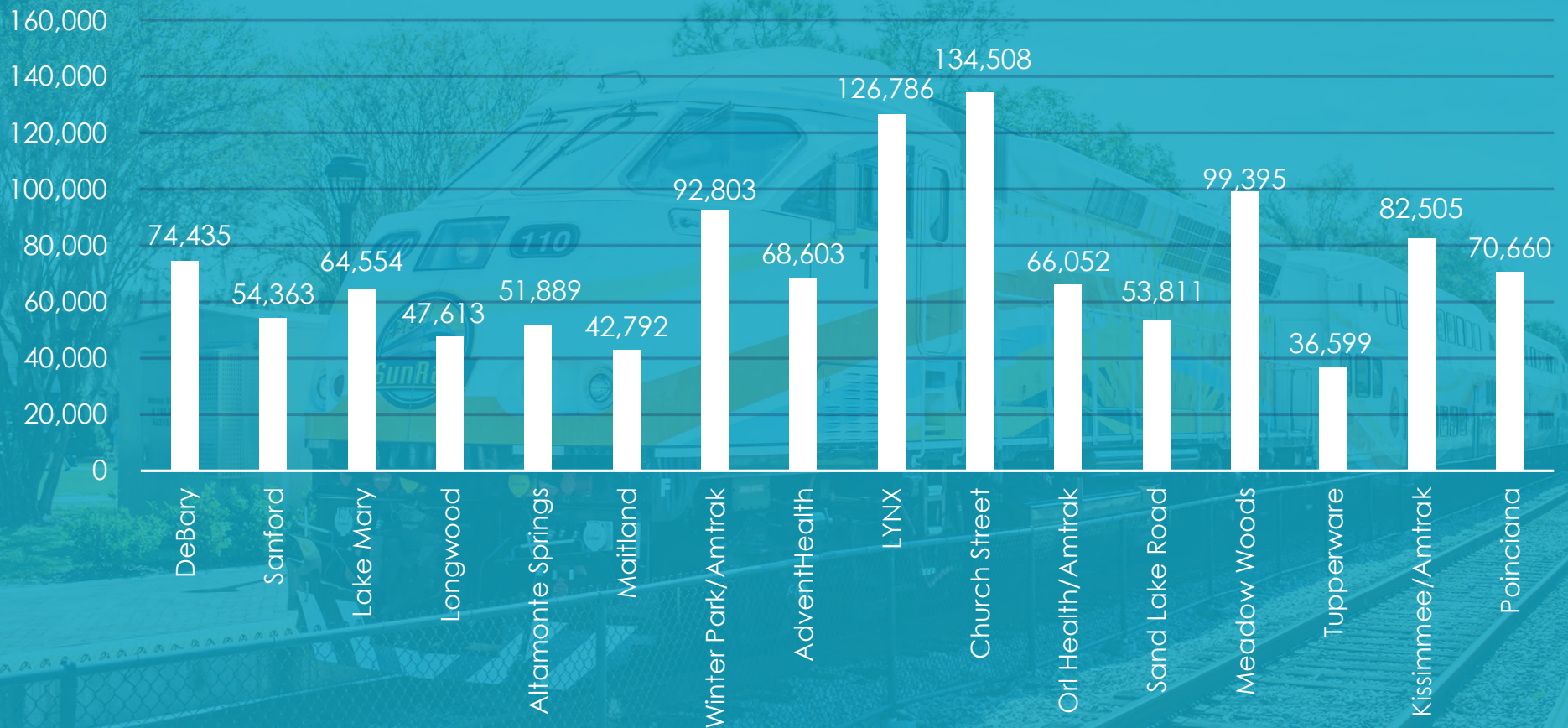
Tuesday, July 30 at 10AM – MetroPlan



# SUPPORTING DATA & CHARTS



# BOARDINGS BY STATION



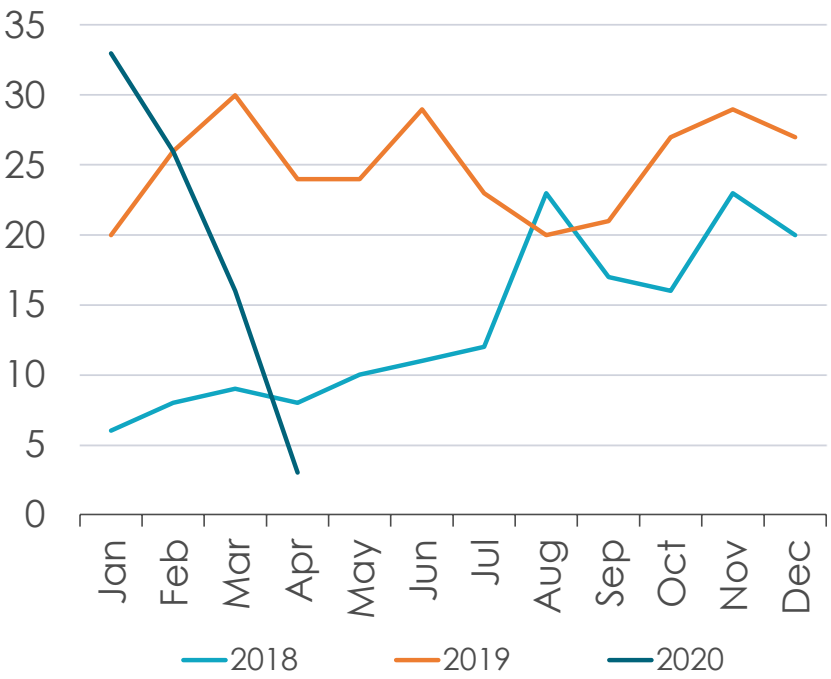
Ridership July 2019 through April 2020



# ONBOARD STATS

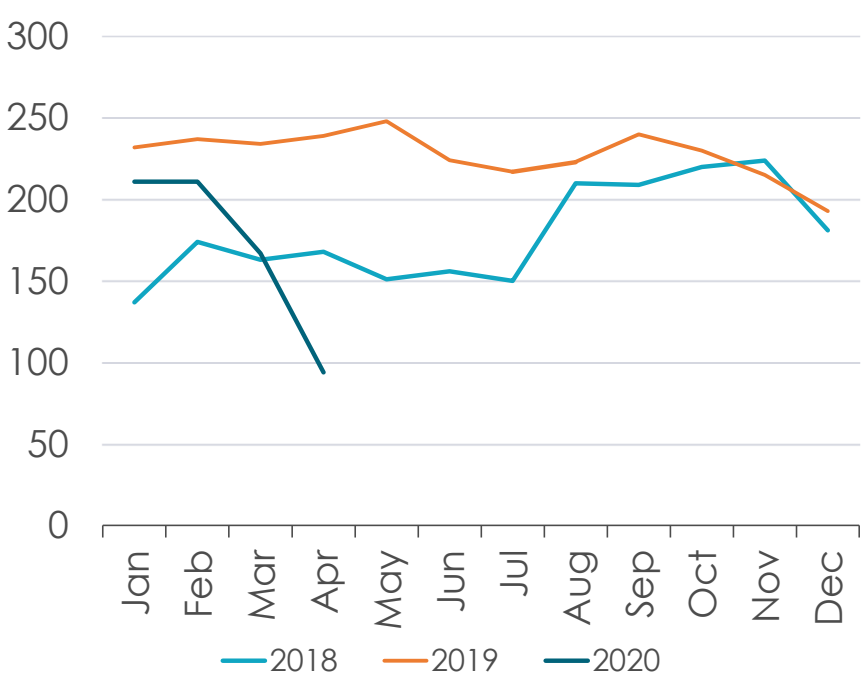
## ADA

Jan – Apr Average: 19



## BICYCLE

Jan – Apr Average: 170

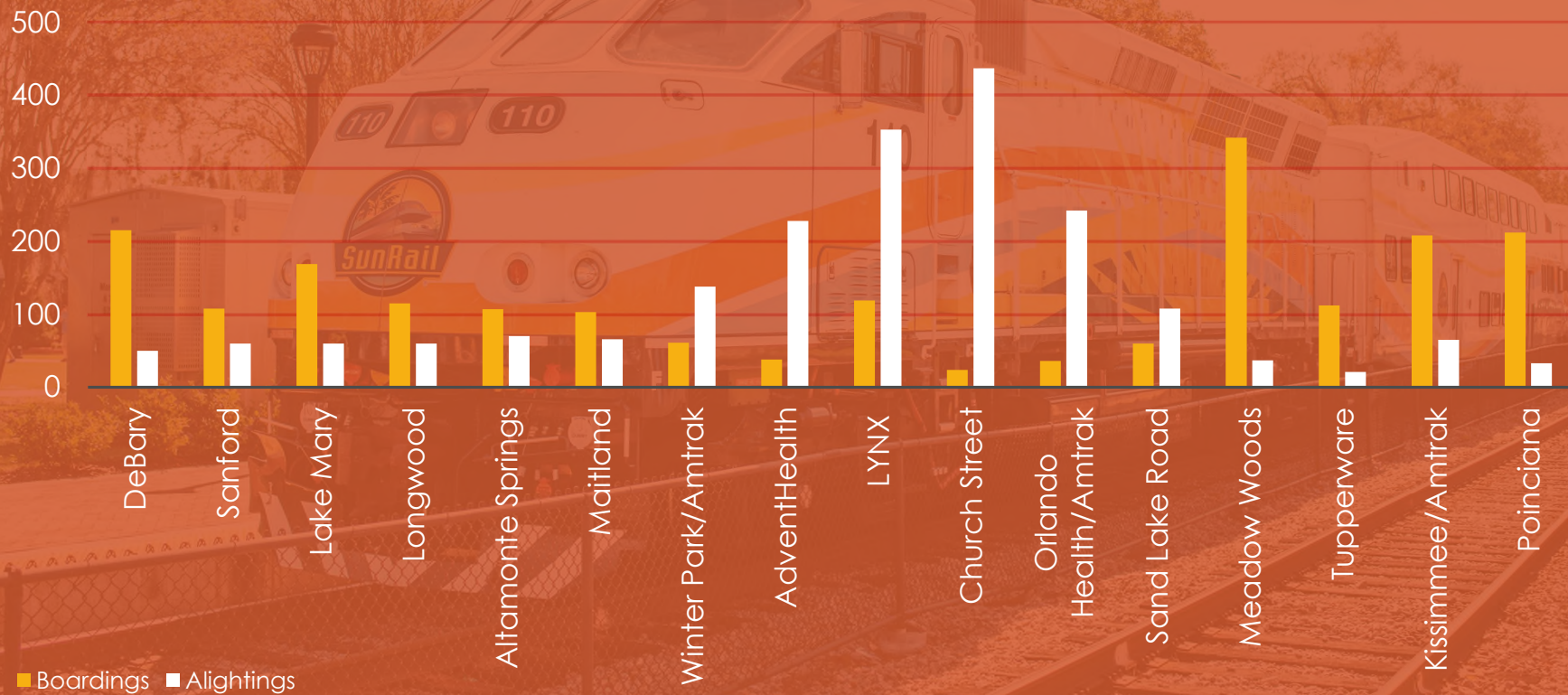


# BOARDINGS & ALIGHTINGS

AM PEAK

5:45 AM – 8:45AM (NB from Poinciana)

July 1, 2019 – April 30, 2020

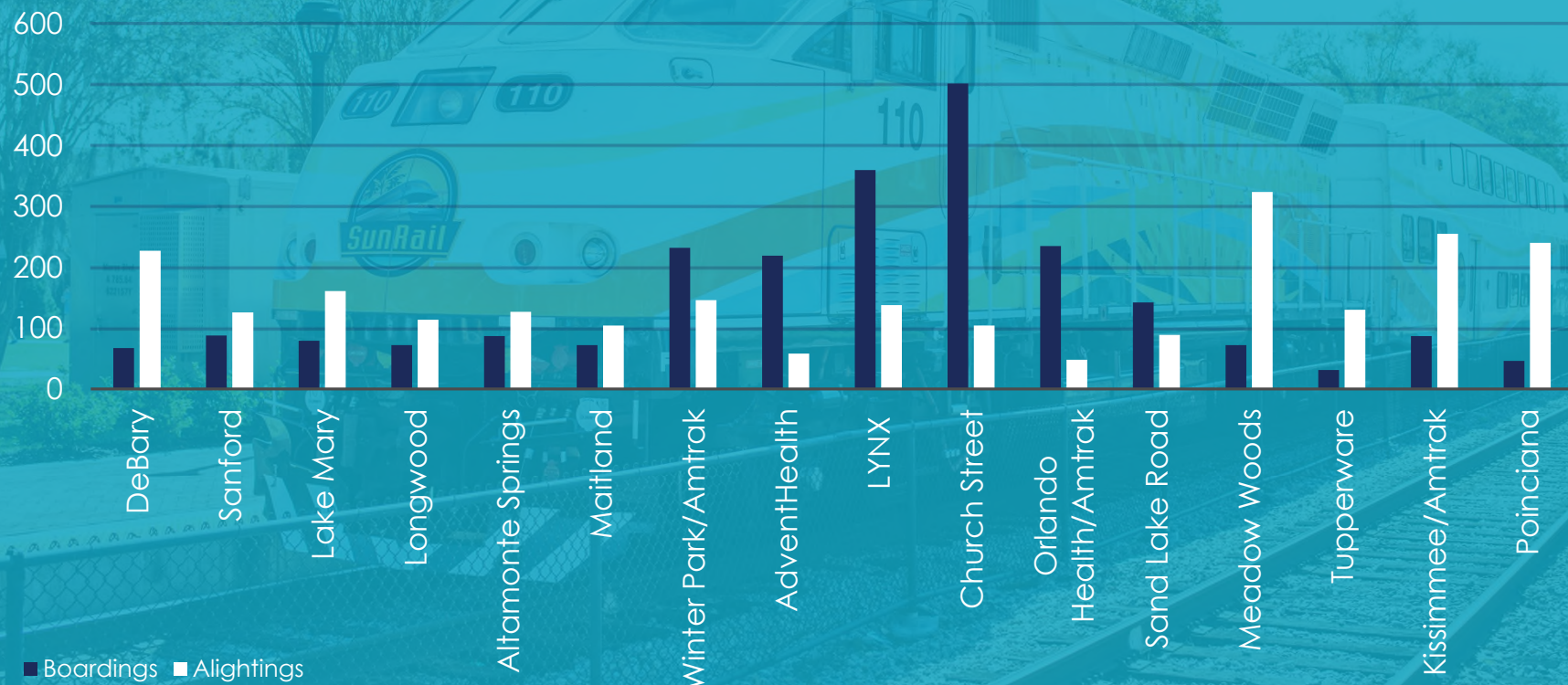


# BOARDINGS & ALIGHTINGS

PM PEAK

3:15 PM – 6:25 PM (NB from Poinciana)

July 1, 2019 – April 30, 2020



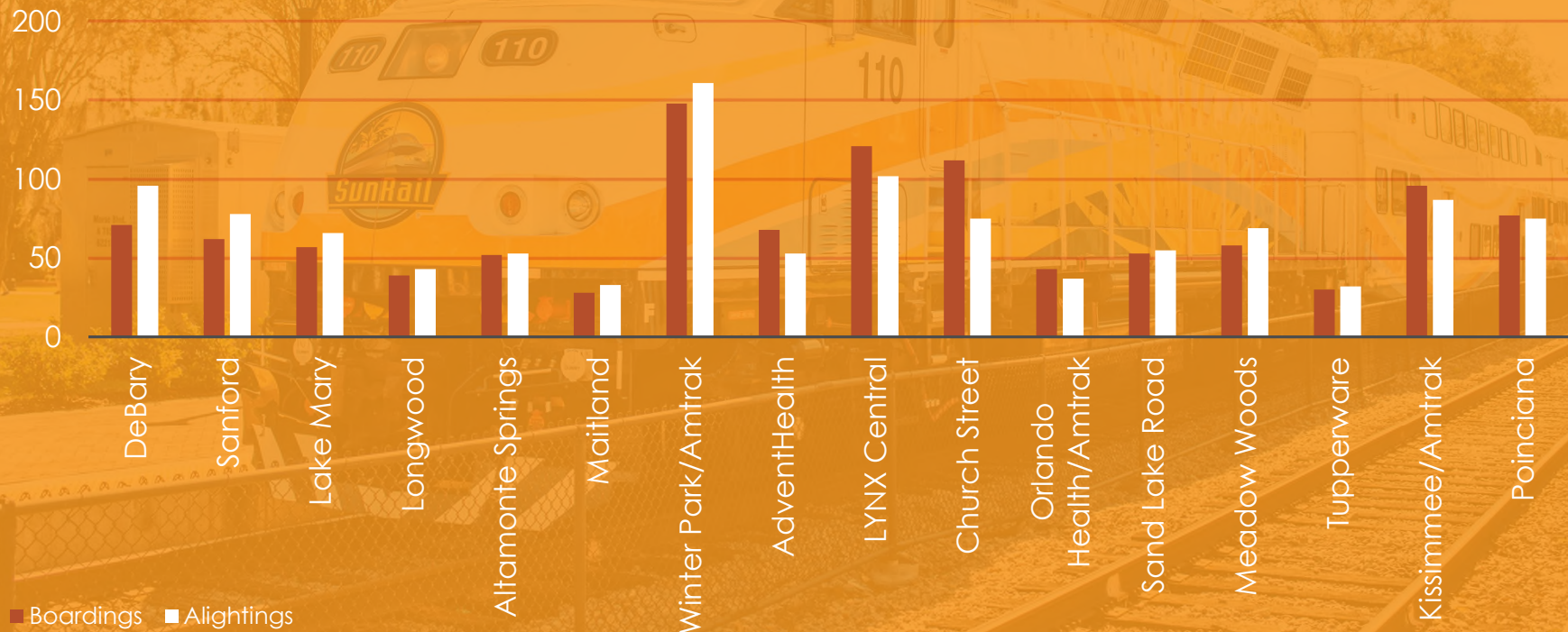


# BOARDINGS & ALIGHTINGS

OFF PEAK

10:45 AM – 2:45 PM; 7:25 PM – 9:55 PM (NB from Poinciana)

July 1, 2019 – April 30, 2020



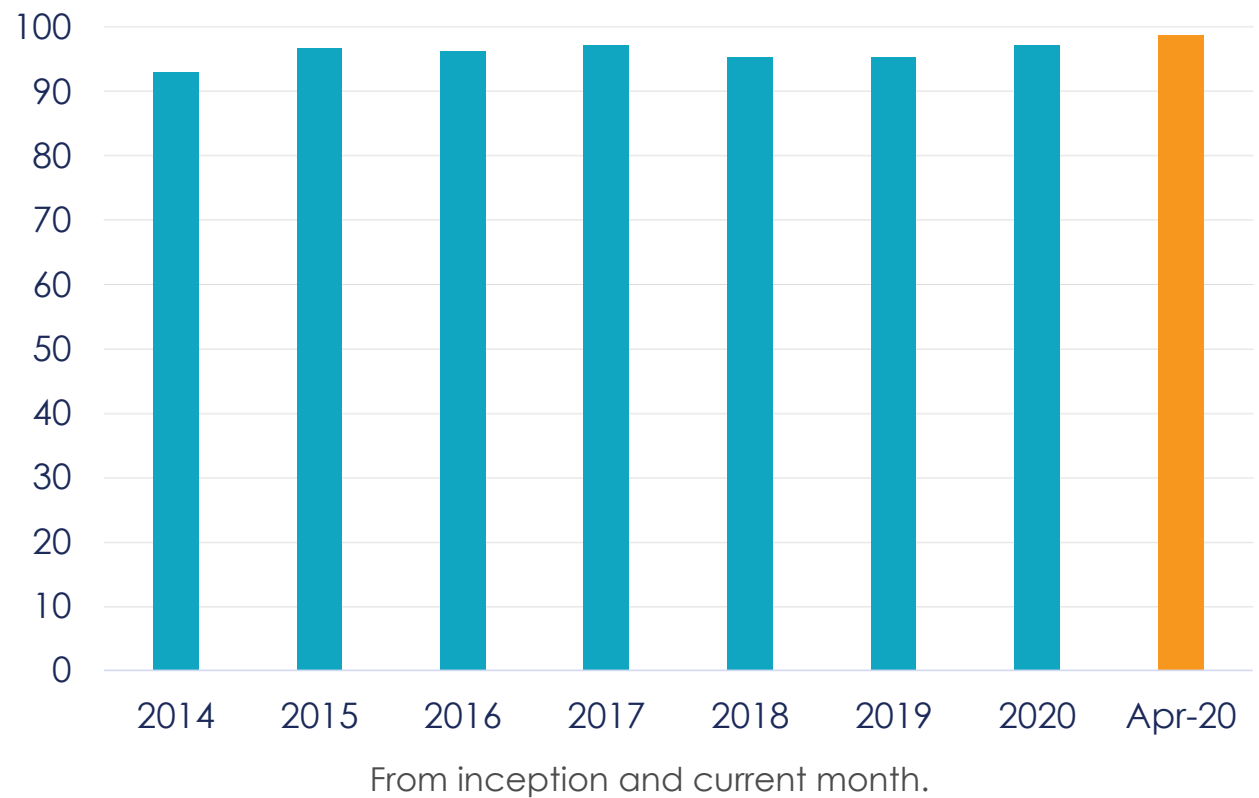
## ABOVE AVERAGE

- On-Time 94 Days
- 106 Operating Days
- Ran 3,964 Trains

## ON-TIME PERFORMANCE AVERAGE

December 2019 – April 2020

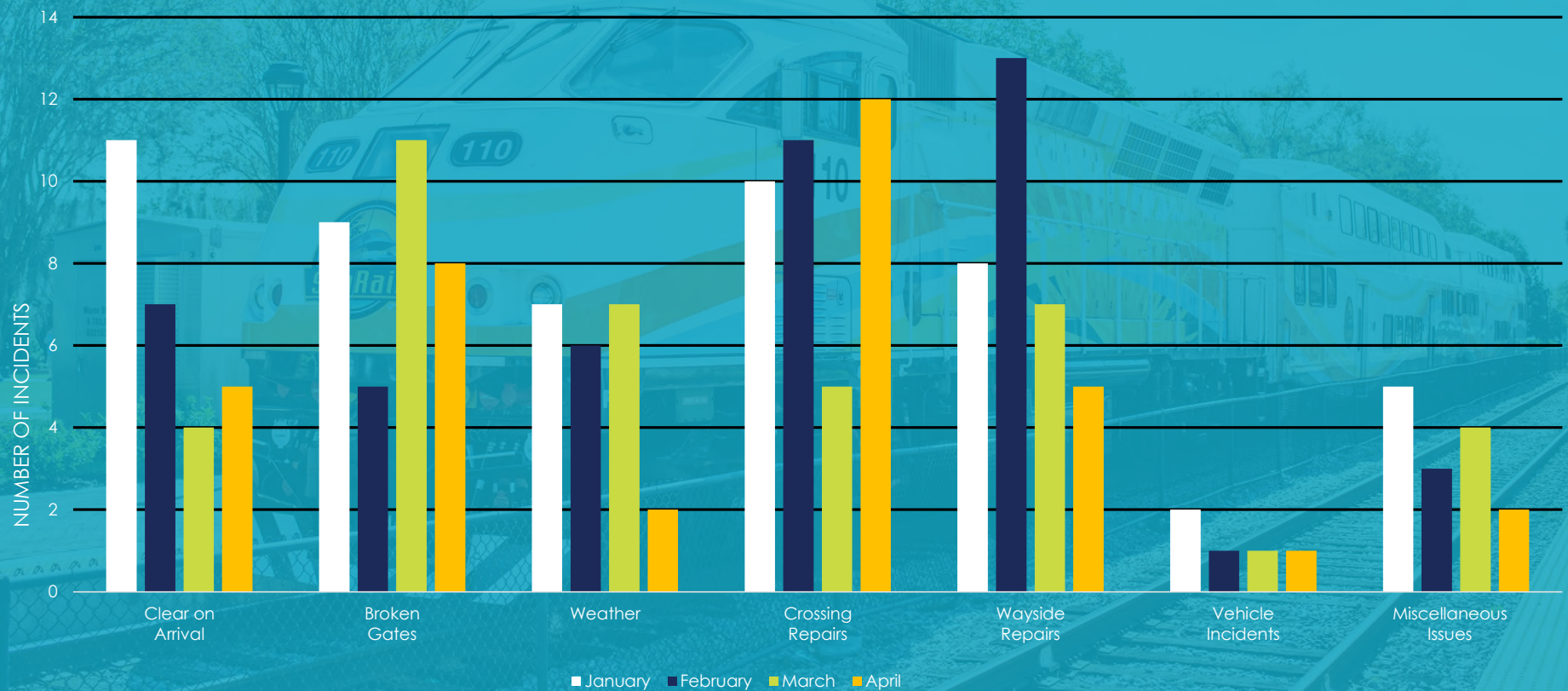
Goal = 95%    Actual = 97.3%    Contract = 99.6%





# CFRC SIGNAL SYSTEM INCIDENTS

January 2020 – April 2020



# Central Florida Commuter Rail Commission Meeting

January 30, 2020  
10:00 a.m.  
MetroPlan Orlando  
250 South Orange Avenue  
Orlando, Florida 32801

Attendees: Vice-Chair Seminole County Commissioner Bob Dallari, Secretary Orange County Mayor Jerry Demings, Board Member Osceola County Commissioner Viviana Janer, Board Member Volusia County Councilman Ed Kelley

## Minutes

<b>Meeting was called to order by Chairman Dallari at 10:00 a.m.</b>	
<b>Pledge of Allegiance and Confirmation of Quorum</b>	
<b>Commission Chair's Announcements</b>	<b>Vice-Chair Dallari</b>
<ul style="list-style-type: none"> <li>Approval of meeting minutes from August 29 and October 31 of 2019</li> <li>The Chair requested SunRail update future agendas with date and time on printouts.</li> </ul>	
<b>SunRail CEO Announcements</b>	<b>Jared W. Perdue, P.E.</b>
<ul style="list-style-type: none"> <li>Interim Chief Executive Officer of SunRail, Jared Perdue, was welcomed.</li> <li>Mr. Perdue notated the importance of having continuity and consistent expectations.</li> <li>Mr. Perdue remains committed to moving SunRail forward.</li> <li>Introduced Lorie Matthews as the FDOT Transition Lead.</li> </ul>	
<b>Public Comments on Agenda Items:</b>	
<ul style="list-style-type: none"> <li>Mr. Porter stated public transit should operate 365 days/year and suggested a funding source be provided so SunRail can provide transportation to reflect that need. He praised LYNX for operating on the Martin Luther King Holiday when SunRail did not.               <ul style="list-style-type: none"> <li>Suggested running one Saturday month to expose the benefits of the service.</li> <li>Mr. Porter believes Volusia County's decision to reject federal funds to extend SunRail service to DeLand was insulting.</li> </ul> </li> <li>Ms. Joanne Counelis stated that SunRail needs to be available 24/7, holidays, nights, and weekends.               <ul style="list-style-type: none"> <li>In addition, suggested services be extended to DeLand.</li> </ul> </li> </ul>	
<b>Agenda Item: Customer Advisory Committee Update</b>	<b>Presenter: James Grzesik</b>
<ul style="list-style-type: none"> <li>Mr. Grzesik reported the Customer Advisory Committee met on January 9, 2020.               <ul style="list-style-type: none"> <li>Reported concern with the Max Fare policy and the impact on SunCard holders.                   <ul style="list-style-type: none"> <li>Requested SunRail review their Hot Listing Policy.</li> </ul> </li> <li>Chairman Dallari asked to further explain the Hot Listing process.</li> <li>Mr. Grzesik went on to explain the Max Fare Policy, resulting in Hot Listing which prompts Customer Service to do an investigation. That investigation could then take days to be completed to remove the rider off the Hot List.                   <ul style="list-style-type: none"> <li>Commissioner Janer questioned if it was because of not tapping off or because of the SunCard.</li> <li>Mr. Grzesik explained his own experience which was due to a system error. The portal registered the tap, but the system did not register it.</li> </ul> </li> <li>Stated rush hour trains are overcrowded with some trains having standing room only.                   <ul style="list-style-type: none"> <li>Requested a 3rd train be added to Downtown Orlando during rush hours.</li> </ul> </li> <li>All trains are undergoing a deep cleaning.</li> </ul> </li> </ul>	

<ul style="list-style-type: none"> <li>➤ Reported a UCF student requested that the train schedule be adjusted to better align with the Downtown campus class schedule so students can better utilize the service.</li> <li>➤ Discussed the SunRail expansion budget and the extension to DeLand.</li> <li>➤ Commissioner Janer referred to the Max Fare Policy, mentioned FDOT was to send out an RFP to replace Conduent due to issues with the fare collection system. Requested updates on the RFP. <ul style="list-style-type: none"> <li>▪ Mr. Purdue responded that the replacement is a priority and a critical component during the transition discussions. SunRail is committed to moving forward but would like to re-evaluate the procurement schedule to ensure SunRail can get the best product available.</li> </ul> </li> <li>➤ Commissioner Janer stated she would like an update on timeline for the replacement system.</li> </ul>	
<p><b>Agenda Item:</b> Technical Advisory Committee</p> <ul style="list-style-type: none"> <li>• Ms. Olore, TAC Chair reported that the Technical Advisory Committee met on January 15, 2020 <ul style="list-style-type: none"> <li>➤ Ms. Olore highlighted ridership growth between 2018-2019 showing a 700-rider increase. More people are utilizing the service since Phase 2 South was put in place. A combination of marketing, service and train scheduling.</li> <li>➤ FDOT was looking into solutions to accommodate more bicycles on trains and will provide an update at the next TAC meeting.</li> <li>➤ Looking at the number of trains during peak hours and possibly adding a train to alleviate overcrowding.</li> <li>➤ Phase 2 South parking lots are near or over capacity. Meeting scheduled with Orange County, Osceola County, MetroPlan, Lynx and FDOT to discuss potential funding sources to help with parking issues.</li> <li>➤ Discussed Max Fare and Hot Listing concerns. Conduent is working on releasing new software updates to target issues.</li> <li>➤ Provided updates on Operating Budget, PTC and Quiet Zones. Noted Farebox Revenue on the operating budget plan was higher than originally predicted, most likely due to the Max Fare policy.</li> <li>➤ Lynx and Votran also provided feeder bus updates.</li> <li>➤ Commissioner Kelley questioned if the 700-ridership increase was single trips or round trips. <ul style="list-style-type: none"> <li>▪ Ms. Olore responded that Mr. Heffinger would send an email providing more information.</li> </ul> </li> </ul> </li> </ul>	<p><b>Presenter:</b> Tawny H. Olore, P.E.</p>
<p><b>Agenda Item:</b> Agency Update</p> <ul style="list-style-type: none"> <li>• Year in Review Highlights <ul style="list-style-type: none"> <li>➤ On December 12, 2019, SunRail achieved our 2019 goal with 1.5 million riders</li> <li>➤ SunCard usage up 55%</li> <li>➤ P341 Pilot Program was funded by FDOT to provide late hour operations southbound to Poinciana for 31 Orlando Magic home games.</li> <li>➤ Installed “Call 211 Crisis” help signs along the corridor to connect people in need with vital resources. Trespassers were the targeted audience.</li> <li>➤ Connectivity expanded with Kissimmee Connector and Lime Bike/Lime Scooter.</li> <li>➤ New universe of riders with new UCF/Valencia and FAMU downtown campuses. <ul style="list-style-type: none"> <li>▪ Adjusted train schedule to hold train for additional 8 minutes to accommodate student class schedules.</li> </ul> </li> <li>➤ Extended security coverage to 12 AM at Lynx Station.</li> <li>➤ Launched SunRail app with 18,000 downloads in just 7 months which has saved money.</li> </ul> </li> <li>• Mobility Week: October 25<sup>th</sup> - November 1<sup>st</sup>, 2019 <ul style="list-style-type: none"> <li>➤ Promoted use of safe multimodal transportation and new ridership.</li> <li>➤ Partnered with Lynx to offer “train the trainer” workshop to managers of Senior Living Facilities so managers could then train seniors on how to use SunRail and connect to buses.</li> <li>➤ Provided ADA ridership assistance and assisted users with purchasing large group passes.</li> <li>➤ Customer Appreciation Day was held November 1<sup>st</sup> where SunRail staff distributed phone pockets to lucky SunRail riders in appreciation for being loyal riders.</li> </ul> </li> <li>• Gingerbread Express <ul style="list-style-type: none"> <li>➤ Special holiday event was sponsored by Orlando Health; approximately 8,000 riders that day with about 2,000 passengers that rode the trains to the special event.</li> <li>➤ Lessons learned to create a bigger event next year including additional train times.</li> </ul> </li> <li>• Deep Cleaning of Trains <ul style="list-style-type: none"> <li>➤ All trains are going through a deep cleaning.</li> <li>➤ Bombardier will clean 2 coaches a weekend every weekend for the next 10 ½ weeks.</li> <li>➤ Looking into additional regular inspections.</li> </ul> </li> </ul>	<p><b>Presenter:</b> Charles M. Heffinger Jr., P.E.</p>

- Max Fare Policy
  - Since implementation in November 2019, max fare has been successful. Fare box revenues have increased.
    - 4.2% prepaid increase
    - 5.1% passholder increase
    - 4.7% daily ticket increase
  - Changed Hot Listing Policy to reflect three unregistered taps before an investigation is done.
  - Conduent will be pushing new software updates.
- Marketing Plan
  - Safety innovation, ridership growth, technology enhancements and improved connectivity to and from stations.
- Grade Crossing Safety
  - Dynamic Envelope Project being implemented across the state to bring safety awareness to grade crossings.
    - Studies in other parts of the country have shown an improvement of 42 percent since being implemented.
  - Enforcement during Rail Safety Week at State Road 50 (Colonial Drive)
    - 45 citations and 13 warnings were given out in a 2-hour period
  - Goal to complete Dynamic Envelope along the SunRail corridor.
  - 9 Grade crossing incidents occurred including 5 vehicular and 4 trespasser incidents.
  - Optimistic the campaign “Stay Off the Tracks” that was deployed during Rail Safety Week will help reduce the number of incidents.
- Operating Budget
  - Farebox revenue is ahead of projections.
    - Notated fare increase can be attributed to connectivity, promotions, marketing and campaigns.
    - Periodically re-evaluate SunRail train schedule to look at ways to improve ridership
    - SunRail App usage is up over 18,000 downloads. App includes account management tools and delay notifications.
- Capital Maintenance
  - Maintenance came in at 74% in improvements because of the fiber optic project to DeLand
- Positive Train Control
  - PTC testing successfully completed in December 2019.
    - The system will monitor every train to avoid train collisions
    - Chairman Dallari asked for clarification on completions and deadlines
  - Mr. Heffinger responded that requirements for full implementation by the FRA is December 2020.
  - Mr. Heffinger is confident it can be ready prior to that date.
- Quiet Zones
  - Edgewood Quiet Zone went into effect in October 2019.
  - Noted a few conductors blew their horns in Edgewood and they are working on better communication.
  - Winter Park Quiet Zone has now been implemented.
  - Signal construction underway at City of Orlando with additional quiet zones being considered in the future.
- Operational Performance
  - Boarding by Station
    - Church Street and Lynx are leading with Meadow Woods on the rise.
    - Discussed that three trains were reported as being “overcrowded”. Since then, it was discovered that two of those trains had additional room on board. SunRail staff is working to better educate the conductors and ambassadors about enforcing proper passenger etiquette.
    - One train was found to have 314 riders and our goal is to add an additional car, if feasible.
- Boardings and Alightings
  - Most passengers boarding at the AM peak boarding in Poinciana and/or DeBary and departing Midtown.
  - PM peak, most passengers board Downtown then depart at Poinciana and DeBary Stations.
- On Time Performance Average
  - Contractual performance is at 98.8% of trains arriving on time with a goal of 95%. Anything over 95% results in an incentive bonus.
  - Some noted issues causing late or delayed trains due to mechanical issues, signals and components, police activity, unruly passengers and trespassers that caused trains to stop abruptly.

<ul style="list-style-type: none"> <li>• Monthly Parking Usage <ul style="list-style-type: none"> <li>➢ Meadow Woods is at or above capacity.</li> <li>➢ Tupperware is close to capacity.</li> <li>➢ A solution for the Kissimmee parking issue is placing signs to show free parking is available to SunRail riders at the Kissimmee Parking Garage located behind the station to help alleviate parking issues. SunRail staff is coordinating with City of Kissimmee staff to have signage installed.</li> </ul> </li> <li>• Customer Service <ul style="list-style-type: none"> <li>➢ Reported 16,000 phone calls between July and December with roughly 80 being complaints.</li> <li>➢ Max Fare had the highest percentage of phone calls. <ul style="list-style-type: none"> <li>▪ Multiple calls received to resolve issues and misunderstandings associated with Hot Listing of SunCard users.</li> </ul> </li> </ul> </li> </ul>	
<b>LYNX Bus Connectivity:</b>	<b>Presenter: Tomika Monterville</b>
<ul style="list-style-type: none"> <li>• Ms. Monterville pointed out an error in the tables. The numbers are accurate, but the years for the “Feeder Bus Route Analysis” should read FY19 and FY20. The percent change should also reflect FY19 - FY20.</li> <li>• Notated a decrease in December of 18% due to holidays which is typical.</li> <li>• Mentioned that connectivity due to Phase 2 South has significantly increased by about 26% in October. Starting to provide Kissimmee Connector ridership. The service started in January 2019 with 80 people and is now up to almost 1,800 people using the Kissimmee Connector service based on ridership through December 2019.</li> </ul>	
<b>Votran Bus Connectivity:</b>	<b>Presenter: Liz Suchsland</b>
<ul style="list-style-type: none"> <li>• Ridership for DeBary Connector Feeder bus service has stayed consistent with similar drops during the Holiday season.</li> <li>• Working on reprinting SunRail bus schedules to reflect time changes made to match SunRail timetables. This will be completed in the next 90 days.</li> </ul>	
<b>Action Items:</b>	
<ul style="list-style-type: none"> <li>• Letter to the DOT Secretary regarding Phase 2 North <ul style="list-style-type: none"> <li>➢ Vice-Chairman Dallari stated he received the letter just that week and has not been able to discuss and review the letter with the Seminole County Board of County Commissioners. Seminole County will put it on their agenda and discuss at the next board meeting.</li> <li>➢ Mayor Demings stated he does not believe the letter is necessary at this time. He believes Interim District 5 Secretary Jared Perdue answered many questions and concerns in a letter addressed to Mayor Dyer dated January 22, 2020. He believes the purpose of the original draft letter was to receive a final written joint letter from the local government partners to memorialize their commitment to reserving the allocation of the 34 million dollars currently in the FDOT budget for other uses. The flexed funds can be used for alternative capital transit projects after the 2021 Transition to the Locals. <ul style="list-style-type: none"> <li>▪ Additionally, Mayor Demings believes that FDOT has answered questions generated by Seminole County and has addressed the issues from Volusia and Orange Counties. Mayor Demings asked if Commissioner Janer could respond with Osceola County’s position on the letter.</li> </ul> </li> <li>➢ Commissioner Janer added she agrees with that statement and believes FDOT’s commitment to keeping the funds within the SunRail system.</li> <li>➢ Councilman Kelley stated that the purpose was to begin discussion with additional members to see if it was clear why he made the offer to let the money be used for the greater good of the people. He feels some of the funding could be used for Saturday service. He does not believe ridership will be great enough to be cost effective to extend SunRail to DeLand.</li> <li>➢ Vice-Chair Dallari clarified the money could only be used for Capital Improvements and not Operational purposes. The Vice-Chair asked if there is no need to proceed with the letter.</li> <li>➢ Councilman Kelley objected and wants clarification. He mentioned the Committees, Staff and Attorneys are meeting and not everything will be answered in the letter and needs the letter to open dialogue during transition.</li> <li>➢ Mayor Demings believes the dialogue is continuing and whether May 2021 remains a viable date is still being discussed.</li> <li>➢ Interim Secretary Perdue spoke on the letter and believes he did address the concerns. He stated the Federal Highway funds have been transferred to FTA for use on capital improvements and made it</li> </ul> </li> </ul>	

clear the discussion of the future of SunRail and what the future needs are for qualified Capital Improvements.

- Mr. Perdue mentioned the letter states the transition date of May 2021 however we all acknowledge the need for a plan and more detailed transition schedule.
- The Board agreed to accept the letter as a draft and await future discussions with the Working Group for further transition details.
- Chairman Dallari mentioned that the Timocuan Lease Agreement will need to be discussed at a future CFCRC meeting as there are additional questions to be answered. Perhaps this would be good to bring up at the next board meeting in April.
  - Mr. Heffinger agreed.

- **Election of Officers**

- Unanimous vote for 2020 Chairman - Commissioner Dallari.
- Unanimous vote for 2020 Vice Chairman - Mayor Demings.
- Unanimous vote for 2020 Secretary - Commissioner Janer.

**Committee Comments**

- Mayor Demings provided an update on the Orange County sales tax initiative and encouraged members of the public to participate in a survey found online prior to voting in November. The survey can be found at [OCFL.net/transportation](http://OCFL.net/transportation). Mayor Demings also stated:
  - Results from over 5,300 respondents from Orange County residents show a significant concern with the spending plan for SunRail and improvements services for LYNX.
  - A transportation penny sales tax would be placed on the ballot in November 2020 to be used as a dedicated funding source for mass transit in Orange County.
  - The public in general want to see improvements on connectivity and funding being made available to allow transformative things to happen for the entire region.

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

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

**Adjournment:** Meeting adjourned at 11:20 a.m.



**INTERLOCAL AGREEMENT**  
*Regarding*  
**COST SHARING TO OBTAIN CONSULTANT SERVICES**

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“Orange County”), OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida (“Osceola County”), SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida (“Seminole County”), COUNTY OF VOLUSIA, a charter county and political subdivision of the State of Florida (“County of Volusia”), and the CITY OF ORLANDO, a municipal corporation of the State of Florida (“Orlando”)(collectively referred to herein as the “parties” or “Local Government Partners”).

**W I T N E S S E T H:**

**WHEREAS**, the Florida Department of Transportation (“FDOT”) has undertaken the development and implementation of the SunRail Commuter Rail System (“SunRail”) running from the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County; and

**WHEREAS**, FDOT is the agency responsible for the design, permitting and construction of SunRail, and is currently responsible for its funding, operation, management, and maintenance; and

**WHEREAS**, the Local Government Partners created the Central Florida Commuter Rail Commission (“CFCRC”), a legal entity and public body and unit of local government, comprised of a designated representative from each local government, for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

**WHEREAS**, CFCRC will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future; and

**WHEREAS**, the Local Government Partners desire to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC which will result in a Transition Plan; and

**WHEREAS**, the consultant’s analysis is intended to be limited to the evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC, and is not intended to result in any policy recommendations; and

**WHEREAS**, the Local Government Partners desire to work together to procure the services of a qualified consultant for such purpose and to share equally in the cost of retaining such a consultant; and

**WHEREAS**, the parties hereto desire to memorialize their mutual understanding of the terms and conditions of their agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually undertake, promise, and agree for themselves, their successors and assigns as follows:

1. **Authority.** This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including, but not limited to, Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166, and Section 163.01, Florida Statutes.
2. **Purpose.** This Agreement is intended to provide for the Local Government Partners to share the cost of retaining a commuter rail system consultant to perform a comprehensive analysis and evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC. Such analysis and evaluation shall be performed consistent with the Consultant Services Contract Scope of Services, attached hereto as **Exhibit “1”** (“Scope”).
3. **Procurement.** The Local Government Partners agree to procure consultant services through a consortium purchasing process with participation from each of the Local Government Partners. Selection of the consultant shall be based on both qualifications and price. The lead procurement agency of the consortium will be Seminole County (“Lead Agency”). The Lead Agency’s procurement policies and procedures shall apply to the procurement of the consultant, and the Lead Agency’s staff shall facilitate and administer the procurement process. There shall be a consultant selection committee established as part of the procurement process, which shall consist of one representative from each Local Government Partner. Said committee shall be responsible for ranking and recommending the consultants to the CFCRC. The successful consultant shall be selected by and contract directly with CFCRC.
4. **Management of Consultant.** There shall be a Steering Group (“SG”) established, which shall be comprised of representatives from each Local Government Partner. The SG shall work with the consultant throughout the term of the consultant’s contract with CFCRC consistent with the terms of the Scope. The SG shall have any authority to make *de minimus* modifications to the Scope before, during, and after the procurement process. Substantive changes to the Scope may only be approved by the CFCRC.
5. **Project Manager.** The Lead Agency shall appoint a Project Manager from its staff, who shall administer the consultant’s contract, act as the primary staff contact for the consultant for contract administration, process invoices for payment, and perform any

other function related to the consultant’s contract administration, or as directed by the SG. The Project Manager shall at all times communicate with the SG and provide seven (7) days’ notice to SG prior to making a disbursement to the Consultant. If an objection to the payment is made by any member of the SG, the SG shall convene within fifteen (15) days to resolve the objection.

6. **Funding.** The Local Government Partners agree to share equally in the cost to retain the commuter rail system consultant. Within 60 days of the Effective Date, as defined herein, each party hereto shall deposit a sum of Two Hundred and Twenty Thousand Dollars (\$220,000.00) into a separate, restricted, interest-bearing escrow account established by the Escrow Agent appointed by CFCRC. CFCRC designated the Seminole County Clerk of the Circuit Court and Comptroller as Escrow Agent responsible for administering said account for the purpose of selecting and compensating the consultant. The sum deposited by each of the Local Government Partners is intended to be a “not-to-exceed” amount. Any consultant services that result in fees that exceed the sum available in the escrow account must be unanimously approved by the Local Government Partners in writing and in advance of the services being performed. The Local Government Partners shall share equally in the payment of those excess fees. In the event the actual sum required to fund the consultant is lower than the sum deposited by the Local Government Partners, any funds remaining in the escrow account after the consultant has been compensated shall be promptly refunded to the Local Government Partners in equal shares.
7. **Effective Date; Term.** This Agreement shall become effective upon full execution by all parties hereto (“Effective Date”) and shall continue in full force and effect until the CFCRC accepts the final deliverable set forth in the Scope.
8. **Amendments.** This Agreement may be modified only by written instrument expressly approved by the Local Government Partners and only if properly executed by all parties hereto.
9. **Enforcement.** The parties hereto shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
10. **Validity.** After consulting with their respective legal counsel, each party hereto represents and warrants to the others its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The parties each hereby represent, warrant, and covenant to and with the others (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming due authorization,

execution and delivery hereof by the other party hereto).

11. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the County in which SunRail's administrative offices are located.
12. **Further Assurances.** The parties agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.
14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
15. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the parties' sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law.

**IN WITNESS WHEREOF**, the parties have signed this Agreement, effective on the dates indicated below.

[SIGNATURE PAGES FOLLOW]

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry Demings, Orange County Mayor

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

Attest: Phil Diamond, CPA, Orange County  
Comptroller As Clerk of the Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Print Name: \_\_\_\_\_

OSCEOLA COUNTY

By: \_\_\_\_\_  
Chairman Board of County Commissioners

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

Attest:

\_\_\_\_\_  
Clerk to the Board of  
County Commissioners



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

**ATTEST:**

**COUNTY OF VOLUSIA**

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

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

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

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

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

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

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

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

CITY OF ORLANDO

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of Orlando,  
Florida, only.

\_\_\_\_\_  
Assistant City Attorney

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

**SUNRAIL CONSULTANT SERVICES  
ESCROW AGREEMENT**

**THIS SUNRAIL CONSULTANT SERVICES ESCROW AGREEMENT** (“Agreement”) is made and entered into as of the date of latest execution (“Effective Date”), by and among the CENTRAL FLORIDA COMMUTER RAIL COMMISSION, a legal entity and public body and unit of local government (“CFCRC”); and the SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, in its capacity as Escrow Agent (“Escrow Agent”), with the parties’ mailing addresses noted in Section 11, herein.

**RECITALS:**

**WHEREAS**, the Florida Department of Transportation (“FDOT”) has undertaken the development and implementation of the SunRail Commuter Rail System (“SunRail”) running from DeLand in the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County; and

**WHEREAS**, FDOT is the agency responsible for the design, permitting and construction of SunRail, and is currently responsible for its funding, operation, management, and maintenance; and

**WHEREAS**, CFCRC, which is comprised of a designated representative from Orange County, Osceola County, Seminole County, Volusia County and the City of Orlando (collectively referred to herein as the “Local Government Partners”), was formed for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

**WHEREAS**, CFCRC will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future; and

**WHEREAS**, CFCRC desires to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC; and

**WHEREAS**, the Local Government Partners (“Participating Local Government Partners”) have entered into an Interlocal Agreement Regarding Cost Sharing to Obtain Consultant Services (“Interlocal Agreement”), attached hereto as **Exhibit “A”**; and

**WHEREAS**, the Interlocal Agreement requires the Participating Local Government Partners to deposit funds into an escrow account to be administered by an escrow agent for the purpose of compensating the consultant; and

**WHEREAS**, Escrow Agent has agreed to serve as said escrow agent in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, CFCRC desires that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto represent, warrant, covenant, and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent.** CFCRC hereby retains Escrow Agent, at no cost to CFCRC, to serve solely in its capacity as escrow agent with respect to the Escrowed Funds, and Escrow Agent hereby accepts such retention.

3. **Escrowed Funds.** Pursuant to Section 6 of the Interlocal Agreement, the Participating Local Government Partners shall deliver funds in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the “Escrowed Funds”) to Escrow Agent to retain a commuter rail system consultant (“Consultant”). Within five (5) business days of receipt, Escrow Agent shall place the Escrowed Funds into a separate, restricted, interest-bearing escrow account (the “Escrow Account”) to be held, administered, distributed, and released as provided for herein. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice, either in writing or by electronic mail, to each of the Participating Local Government Partners within five (5) business days after receipt of the Escrowed Funds.

4. **Disbursement of Escrowed Funds.** Upon receipt of an invoice from Consultant and approval of payment to Consultant by the Lead Agency’s Project Manager, and after seven (7) days’ notice to SG, as defined in the Interlocal Agreement, a written draw request to Escrow Agent to pay or reimburse the cost of selecting and compensating the consultant engaged by CFCRC under the Interlocal Agreement will be submitted by the Project Manager. If any of the SG files an objection to a payment request, the SG shall convene within fifteen (15) days and resolve the objection. Within thirty (30) days of receipt of said draw request, Escrow Agent shall disburse funds to the entity so as requested by the Project Manager from the Escrow Account in an amount equal to the sum so approved by the Project Manager.

5. **Escrow Term and Release of Escrowed Funds.** Notwithstanding anything to the contrary, the Escrowed Funds shall be held by Escrow Agent for a period commencing on the Effective Date and expiring no later than three (3) years from that date (“Escrow Term”). The escrow established by this Agreement shall terminate and the balance of the Escrowed Funds, if any, shall be disbursed in equal shares to each of the Participating Local Government Partners (i) within a reasonable period, but in any case no later than 30 days after said Escrow Term, or (ii) within thirty (30) days of Lead Agency notifying Escrow Agent in writing that no further compensation is due to Consultant, whichever comes first. Notwithstanding the foregoing, the Escrow Term shall not apply to any portion of the Escrowed Funds that is subject to any active or pending draw request(s) pursuant to Section 4 above; rather, unused funds subject to any such active or pending draw request(s) shall continue to be held by Lead Agency pursuant to Section 3 of this Agreement and disbursed pursuant to Section 4.

6. **Termination.** This Agreement and the parties’ rights and obligations pursuant hereto shall automatically terminate upon the earlier of (i) the disbursement of all of the Escrowed

Funds to Lead Agency pursuant to Section 4 herein, or (ii) the delivery of the balance of the Escrowed Funds to the Participating Local Government Partners pursuant to Section 5 hereof.

7. **Indemnification of Escrow Agent; Sovereign Immunity.** It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. CFCRC agrees to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Agreement, except in the case of gross negligence, willful misconduct, or breach of trust by Escrow Agent. In connection therewith, CFCRC agrees to indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by CFCRC or Escrow Agent of their sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** It is expressly understood and agreed by the parties that the Escrow Agent shall not act under this Agreement in any capacity as Clerk to the Seminole County Board of County Commissioners, but rather in Escrow Agent capacity as in independent constitutional officer.

10. **No Obligation to Overdraw.** Notwithstanding any provision of this Agreement seemingly to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account.

11. **Notices.** All notices, consents, approvals, waivers, and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to the named individuals representing the party to be notified, or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

As to CFCRC:

Central Florida Commuter Rail Commission  
c/o MetroPlan Orlando  
250 S. Orange Avenue #200  
Orlando, FL 32801  
(407) 481-5672



With copy to: Central Florida Commuter Rail Commission  
c/o Seminole County Commissioner Bob Dallari  
1101 East First Street  
Sanford, FL 32771  
(407) 665-7251

As to Escrow Agent: Grant Maloy  
Seminole County Clerk of the Circuit Court  
and Comptroller  
Post Office Box 8080  
Sanford, FL 32772-8099  
Tel.: (407) 665-4300

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission thereof as aforesaid.

12. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Agreement shall lie in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida. Notwithstanding anything contained herein seemingly to the contrary, the parties shall comply with all applicable federal, state, and local laws, rules, and regulations.

13. Entire Agreement, Modification. This Agreement contains the entire understanding and agreement among the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and/or superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Agreement. Neither Escrow Agent nor CFCRC shall be bound by any modification, cancellation, or rescission of this Agreement unless in writing and signed by Escrow Agent and CFCRC.

14. Waiver. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of this Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

15. Telecopy Execution. A facsimile, telecopy, or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise) and, when so executed, shall be considered valid, binding, and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement, as well as any facsimile, telecopy, or other reproduction.

16. Counterparts. This Agreement may be executed in up to three identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes

and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

17. Time. Time is of the essence in connection with this Agreement and each provision hereof.

18. Construction. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, the fact that one of the parties to this Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

19. Settlement of Dispute. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming CFCRC and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. CFCRC agrees that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to CFCRC or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

**IN WITNESS WHEREOF**, the parties have executed this Agreement or caused this Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

[SIGNATURE PAGES FOLLOW]

**CFCRC:**

CENTRAL FLORIDA COMMUTER RAIL  
COMMISSION

\_\_\_\_\_  
Bob Dallari, Chairman

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Bob Dallari, as Chairman of the CENTRAL FLORIDA COMMUTER RAIL COMMISSION, a legal entity and public body and unit of local government, who is personally known to me OR has produced \_\_\_\_\_ as identification and did/did not (circle one) take an oath.

(NOTARY PUBLIC)

Notary Public, State of Florida

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

Notary Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ESCROW AGENT:

SEMINOLE COUNTY CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

Signed, sealed, and delivered  
in the presence of:

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

\_\_\_\_\_  
Grant Maloy, Seminole County Clerk of the  
Circuit Court and Comptroller

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

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



## Central Florida Commuter Rail Commission

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May 28, 2020

The Honorable Kevin J. Thibault, P.E.  
Florida Department of Transportation  
605 Suwanee Street  
Tallahassee, Florida 32399

Subject: SunRail Phase II North

Dear Secretary Thibault,

We express our appreciation to the Florida Department of Transportation (FDOT) for securing \$34 million from the Federal Highway Administration (FHWA) which was flexed to the Federal Transit Administration (FTA) for the build-out of SunRail Phase II North from DeBary to DeLand. For purposes of resolution of the DeBary-DeLand segment, the CFCRC will explore, through its consultant, whether SunRail should continue to operate in its current configuration as a 49-mile commuter rail system (Poinciana to DeBary) until such time as the partners agree upon a specific course of action relative to the remaining 12-miles of track. During this time, it is requested that FDOT would commit to putting the Phase II North DeBary to DeLand construction in abeyance and holding the \$34 million for future use on the commuter rail system for legally permissible capital purposes, including, but not limited to, construction of the DeLand extension, rolling stock and bridge improvements.

Sincerely,

Bob Dallari  
Chairman of the Central FL Commuter Rail Commission, Seminole County

Cc: Mayor Buddy Dyer, Board Member of Central FL Rail Commission, City of Orlando  
Mayor Jerry Demings, Board Member of the Central FL Commuter Rail Commission,  
Orange County  
Viviana Janer, Board Member of the Central FL Commuter Rail Commission, Osceola  
County  
Chairman Ed Kelley, Board Member of the Central FL Commuter Rail Commission, Volusia  
County  
District Five Secretary Jared Perdue, P.E., SunRail Chief Executive Officer



ED KELLEY  
COUNTY CHAIR

DR. FRED LOWRY  
VICE CHAIR  
DISTRICT 5

BEN F. JOHNSON  
AT-LARGE

BARBARA GIRTMAN  
DISTRICT 1

BILLIE WHEELER  
DISTRICT 2

DEBORAH DENYS  
DISTRICT 3

HEATHER POST  
DISTRICT 4

GEORGE RECKTENWALD  
COUNTY MANAGER

May 19, 2020

Via: Electronic Mail

Honorable Members of the Central Florida Commuter Rail Commission

**Re: The County of Volusia's Financial Participation in Retention of  
Transition Consultant**

Colleagues:

The Florida Department of Transportation ("FDOT") seeks the transfer of operational control and responsibility for the Central Florida Commuter Rail Transit System and its assets ("System") to the Central Florida Commuter Rail Commission ("CFCRC") as early as May 1, 2021. FDOT has requested Local Government Partners begin developing a transition and implementation plan ("Transition Plan").

It is our understanding that our local government partners intend to retain a consultant ("Transition Consultant") to conduct a transition study and aid in preparing a Transition Plan. To fund the work of said Transition Consultant, each of the local government partners have been asked to contribute up to approximately \$220,000.

Given the complexities and challenges of successfully operating the System, we believe that while both retention of a Transition Consultant and preparation of a Transition Plan is premature,<sup>1</sup> the effort will aid in developing a blueprint to make informed decisions when the transfer actually occurs. The County of Volusia is willing to move forward in good faith and—subject to approval of the relevant contracts by the Volusia County Council—contribute financially to the CFCRC's retention of a Transition Consultant. The County of Volusia takes this step in reliance on FDOT's assurances, and those of our local government

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<sup>1</sup> The County of Volusia asserts that Phase II of the System, does not meet the definitions of the "system," as defined in the Interlocal Agreement for Operating of the Central Florida Commuter Rail System, as amended ("Operating Agreement"); rather than a 61 mile system running the length of the Corridor, as defined in the Operating Agreement, from Poinciana to DeLand, it is a 49 mile commuter rail system with its northern terminus located in DeBary.



May 19, 2020

Page 2 of 2

partners, that key issues will be favorably resolved before FDOT attempts to transfer operational control and responsibility of the System to the CFCRC or to cease its financial support. As such, the County of Volusia does not waive any claims or arguments and expressly reserves any and all rights, such as the appropriate date of transition and all other matters.

In an effort to continue good faith negotiations with as much clarity and transparency as possible, I have attached a non-exhaustive list of concerns that must be resolved in our negotiations. The list is attached as Exhibit "A." The County of Volusia looks forward to working with you and FDOT to resolve these concerns in a collaborative manner.

Sincerely,



Ed Kelley  
Volusia County Council, Chair  
Central Florida Commuter Rail Commission,  
Governing Board Member

## **EXHIBIT “A”**

### **1) Date of Transition**

It is the County of Volusia’s position that the terms of the Operating Agreement dictate that until the entire commuter rail system—approximately 61 miles consisting of both phase I and II—is placed into operation, the seven-year FDOT Funding Period, as defined in the Operating Agreement, cannot commence. The Operating Agreement, as amended, defines the “Corridor” as the “railroad corridor known as CSXT’s A-Line between Milepost A749.57 near Deland, Florida, and Milepost A813.82 near Poinciana, Florida, a distance of approximately 61[] miles.” In turn, the term “Commuter Rail System” is defined as “the Central Florida Commuter Rail Transit System, a Fixed Guideway Transit System that shall operate within the Corridor, as described in the Interlocal Operating Agreement.” Thus, the System is *all* 61 miles of the rail corridor, regardless of whether those miles were to be part of Phase I or Phase II.

The Operating Agreement, as amended, further states that the FDOT Funding Period is “the period commencing on the Revenue Operation Date and ending on the first day of the calendar month following expiration a seven-year period, during which FDOT is obligated to fund operating deficits of the Commuter Rail System” and defines “Revenue Operation Date” as “the date that the Commuter Rail System, after having received all State and Federal approvals for operation, is placed in commuter service for fare paying passengers to ride and shall have the same meaning as used by the FTA.”

Per the definitions in the Operating Agreement, the FDOT Funding Period does not commence until the entire 61 mile System is placed in commuter service for fare paying passengers to ride. To date, the System runs only approximately 49 miles. The miles of the System that have not yet been placed into operation are those miles in Volusia County that lie between DeBary and DeLand. Although the Local Government Partners and FDOT have discussed amending the Operating Agreement (and other contracts related to the System) in the past to reflect a System that terminates in DeBary, no such amendment has taken place. Thus, pursuant to the terms of the Operating Agreement, the System is not “in commuter service” and the FDOT Funding Period has not commenced.

### **2) Financial Responsibility to Maintain Track between DeBary and DeLand**

If the Operating Agreement and other relevant Agreements are amended to reflect a complete System that terminates in DeBary, it is the County of Volusia’s position that FDOT should retain all responsibility, liability, and financial obligation for (as well as revenue from) track between DeBary and DeLand. The most recent FDOT estimate for maintenance of that stretch of track is approximately \$1.4 million annually; conversely, if that track is not used for the System, the County of Volusia and its residents will not receive any benefit from it. As such, the County of Volusia should not be required to shoulder the burden of maintaining FDOT-owned track that it cannot utilize and from which it obtains no value.

### **3) Use of \$34.9 Million Flexed to the FTA**

In 2019, FDOT informed the CFCRC it was willing to utilize Federal Highway Administration dollars and to “flex” over to the Federal Transit Administration roughly \$34.9 million to partially

fund the federal portion of construction to DeLand. This option was suggested and available to FDOT since 2015.

This suggests that FDOT has abandoned any premise that the “Phase 2 North” project, which would extend the System to DeLand, could possibly qualify for any traditional federal funding programs that require a rating of medium or above. In light of this potential rating deficiency, and the System issues that contribute to it, it is the County of Volusia’s position that if the contract documents are amended to reflect a complete System that terminates in DeBary, FDOT should reallocate the flex funds to capital projects on the existing System if the financial responsibility for the track between DeBary and DeLand is favorably resolved.

#### **4) Financial Responsibility for Positive Train Control**

The Rail Safety Improvement Act of 2008, as amended by the Surface Transportation Extension Act of 2015, and the corresponding regulations issued by the Federal Railroad Administration (FRA) require passenger and major freight railroads to implement positive train control (“PTC”) on most major track lines, including the System. When the Local Government Partners and FDOT executed the contracts relevant to the System and the CFCRC, the federal government did not yet require PTC, and the significant costs associated with PTC were not accounted for or included in cost estimates. Moreover, pursuant to the aforementioned laws, FDOT would be required to implement PTC on the track line on which the System operates even if the System did not exist. PTC is not a cost or concern created by SunRail. It is the County of Volusia’s position that all costs and expenses associated with PTC—whether with regard to required personnel, technology, equipment, maintenance, or otherwise—should remain the sole responsibility of FDOT after FDOT transfers control of the System to the CFCRC.

#### **5) Fare Collection System**

The current fare collection system is inaccurate and insufficient to meet the needs of the System. FDOT also entered into its contract for the current fare collection system without the approval or input of the CFCRC. Before the System transitions to the CFCRC, FDOT must procure and implement a new fare collection system: (i) of which the CFCRC approves, (ii) that captures and relays accurate data related to boardings and alightings, including their quantities and locations; and (iii) meets the needs of the System, as determined by the CFCRC.

FDOT must also implement a means to collect accurate information regarding boardings and alightings in order for the local government partners to access and effectively utilize that information in planning and budgeting for the Transition Plan. Without enough reliable data about how many people are getting on and off the SunRail and where they do it, the local government partners cannot reasonably negotiate agreements with one another or the CFCRC and they cannot move forward with a Transition Plan.

#### **6) State of Good Repair of SunRail System**

Pursuant to Section 3.05 (E) of the Operating Agreement, prior to the CFCRC assuming control of the System, FDOT must take actions to ensure that all components of the System are in a state of good repair. It is the County of Volusia’s position that as part of those actions, FDOT should

review, inventory, and, if necessary, repair or replace all System assets and provide the CFCRC with information sufficient to verify the state of good repair of all System assets. FDOT must also rectify all encroachments on the Corridor and ensure that any impediments or vulnerabilities to the System are resolved before the System transitions to the CFCRC.

**7) Auto-Racks**

It appears that FDOT is periodically allowing CSX trains to utilize the System to move rental cars. No consideration is made for resulting wear and tear or for the System interruptions. Before FDOT transitions the System to the CFCRC, FDOT must address this concern.

**8) Five-Year Capital Plan**

Prior to the CFCRC assuming control of the System, FDOT must provide the CFCRC with a five-year capital plan. Without this information, the CFCRC and the Local Government Partners cannot adequately budget or prepare for the System's transition to the CFCRC's control.



## **Transportation Oriented Development (TOD) Video:**

- Worked with all of our major stakeholders to ensure their inclusion in a video series exploring the growth of transit-oriented development around SunRail's station stops
- Video interviews will take place in late May and June and highlight specific projects as well as the overall economic impact of SunRail-connected TOD in Central Florida

## **UCF Downtown and Valencia College Downtown Campus:**

- Developed fall ridership program with these education institutions to promote ridership to new students and staff
- Education campaign will begin in early summer
- The program will also be offered to the FAMU College of Law

## **Sanford Trolley:**

- After a hiatus for 8 weeks due to COVID-19, worked with the Sanford CRA to return to a modified service schedule, one week after SunRail returned to regular service
- The Trolley now runs from noon – 5:00pm, Monday – Friday, between the Sanford station and Historic Downtown Sanford
- The modified schedule will remain until further notice

## **Suspension of Orlando Magic Game Night Service:**

- Due to COVID-19, the P341, 10:30PM southbound train was cancelled

## **Last Mile Service – Downtown Orlando**

- Continually coordinating with the City of Orlando on the updates to scooters and bike-share service amid changes due to new contracts and COVID-19 restrictions



## 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:

- AdventHealth 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
- One 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

### 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



## 2020 MEDIA KIT: AVAILABLE NOW

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

## ON BOARD ADVERTISING: 2 POSITIONS AVAILABLE NOW

All was sold as one-year contracts.

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

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

Total Placements Available:	78
Placement Fee Range:	\$350 - \$5,000

## TRAVEL GUIDE ADVERTISING: SOLD OUT THROUGH JULY 1, 2020

*A new combined Train Schedule and Travel Guide was developed in February, 2020*

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

### WINTER PARK, 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:

15,877 Facebook

17,341 Twitter

4,953 Instagram

Total Social Media Followers — 38,171

## SUNRAIL APP DOWNLOADS

Over 24,000 people have downloaded the SunRail App and the number continues to climb every day.

## NEW SUNRAIL MARKETING INITIATIVES

### I-4 Construction Alternative Campaign

With the accelerated construction work being initiated on I-4 around downtown Orlando, SunRail has activated a “Ride SunRail” campaign through paid, earned and social media to help bust daily ridership.

### SunRail Wraps its First Train

In a continuous effort to drive incremental revenue streams to the system, SunRail has wrapped its first coach vehicle with an Orlando Health custom message. Additional trains are available for advertising use and more information can be found at [SunRail.com](http://SunRail.com).

### Group Sales Technology Activated

The SunRail Marketing team has developed and deployed a user-friendly mobile application that allows organizations to pre-purchase group e-tickets at any amount. This process reduces manpower, eliminates the need for hard tickets and allows conductors to quickly verify the group pass with the use of their cell phones.

### Ride SunRail Safely Campaign

SunRail is currently developing a new marketing campaign that focuses on the extensive steps taken to clean the trains and promote a safe commuting environment. This is a critical first step as they work towards building ridership back to pre-Covid-19 periods.

### Daily Train Audits

SunRail has conducted a series of audits that focus on such items as: the cleanliness of the trains and stations, rider habits as it relates to social distancing and mask use, staff engagement with riders and additional opportunities to provide a clean and safe rider experience. These insights form the basis for ongoing marketing and operational planning.

### Tupperware Station Bus Wraps

LYNX Route 155 which travels along the Osceola Parkway is wrapped with a SunRail message promoting the close proximity and time-saving benefits of the Tupperware station to daily commuters.



## OVERVIEW

- It is estimated that SunRail has contributed a cumulative \$2.4 billion in property value growth across the original phase one, 12-station area
- Property tax revenue impacts, as the cumulative tax revenue of all twelve stations increased by \$18 million across the original phase one, 12-station area
- Analysis of property growth for the four phase 2, Southern Expansion stations, which opened in July, 2018, has not been factored to date (1)

## SNAPSHOT OF KNOWN TOD PROJECTS BY COUNTY:

### VOLUSIA COUNTY

#### DeBary Station:

- An estimated \$55 million, 289-unit Integra 289 Exchange community is scheduled to open in summer, 2020

### SEMINOLE COUNTY

#### Sanford Station:

- Approval for a 316 apartment unit development was approved by the Sanford City Council in October, 2019 at 2901 W. 1st Street

#### Lake Mary Station

- Station House Apartments, opened in 2015, and are adjacent to the station

#### Longwood Station

- Weston Park Apartments opened in 2016, and are adjacent to the station

### ORANGE COUNTY

#### Maitland Station

- The Parker at Maitland North, formerly "Maitland Station" opened in 2017 and is adjacent to the station
- Uptown Maitland Senior Apartments opened in 2016
- 400 North Apartments opened in 2019

#### Church Street Station:

- In 2020, class 1 space opened on the corner of South Street and S. Garland Avenue. This is the new home of SunTrust Bank

#### LYNX Central Station:

- Central Station, a mixed-use building, opened in 2015 and is adjacent to the station

### OSCEOLA COUNTY

#### Tupperware Station:

- The Tupperware Corporation has a master development plan, which includes:
  - An Orlando Health ER facility across the street from the station was completed in 2018. Six additional acres of expansion of this medical complex are in the early stages of development
  - The 352-unit San Mateo Crossings multi-family residential rental project began leasing in 2019
  - A new Marriott dual-brand hotel is in early phases of development
  - A 3-acre retail parcel, next to San Mateo, will include a 7-11 in early phases of development
  - Parkway Crossings - a 384-unit luxury rental multi-family project is in the early phases of development (2)

#### Kissimmee Station:

- Weston 400, a residential development is slated to begin construction in 2020
- Another development is in the planning phase, and will back up to the SunRail parking garage on the west side of Drury Avenue (3)

#### Poinciana Station:

- In January, 2020, Osceola County purchased 82 acres of land adjacent to the Poinciana SunRail station, and intends to create a master plan to include affordable housing and mixed-use property

**Sources: (1)** Assessing the Impacts of SunRail Stations and Property Values and Development, Phase 2 Value Analysis, prepared by Florida State University for The Florida Department of Transportation, Freight Logistics and Passenger Operations, Transit Office, February, 2020. (2) Tupperware Corporation (3) The City of Kissimmee

## 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 content, training with public and school transportation groups and coordination with FRA, TSA and Operation Lifesaver. Social media efforts promote safety content at a rate of 1 – 3 safety messages per week reaching more than 39,000 followers.

COVID-19 has impacted traditional outreach efforts and overall reach has been consequentially reduced, yet dynamic tactics outlined below continue to deliver impactful safety messaging strategically to our communities and community leaders.

### Specific highlights:

#### January 2020:

- Safety presentations to eight group rides, totaling 405 riders

#### February 2020:

- Conducted Rollins Transit for Life safety presentation to 30+ senior citizens
- Safety presentations to six group rides, and three safety tablings, totaling 322 people
- Partnership with Orange County Public Schools developed to mitigate safety concerns for bus drivers launched site visits and in-depth investigations of each Orange County railroad & bus route crossings
- Workshop and report data expected

#### March 2020:

- Safety presentations to five group rides, totaling 190 riders
- Quiet Zone Outreach conducted to schools, HOA's and businesses surrounding newly implemented quiet zones

#### April 2020:

- Trespassing data (since service inception) and community partner compilations underwent collection and analysis for strategic outreach development as certain tactics become safe once again
- Quiet Zone Outreach conducted to schools, HOA's and businesses surrounding newly implemented quiet zones

#### May 2020:

- Safety Awareness Campaign being developed to ensure safe rider habits and promote ethical rider behavior
- Commercial Driver Digital Safety Presentation being developed for distribution
- Dynamic Envelope Safety Campaign being developed for launch surrounding newly completed dynamic envelopes in Altamonte Springs/Maitland areas