



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-1074, **Version:** 1

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### Interoffice Memorandum

**DATE:** July 16, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department

**CONTACT:** Renzo Nastasi, AICP

**PHONE:** (407) 836-7964

**DIVISION:** N/A

**ACTION REQUESTED:**

Approval and execution of the First Amendment to Pine Hills Transfer Station Contribution Agreement (Contract NO. 23-C16) by and between Orange County, Florida and Central Florida Regional Transportation Authority DBA LYNX. District 2.

**PROJECT:** N/A

**PURPOSE:**

On February 21, 2023, the Board entered into an agreement with LYNX regarding the Pine Hills Transfer Station. The original Agreement provided for the County to make a one-time payment to LYNX in the amount of \$600,000 for the construction of the transfer station. During the construction of the transfer station, design and construction changes to Belco Drive (access road to the station) were identified and mutually agreed to. The additional County contribution provides for an additional payment to LYNX in the amount of \$431,075 for past and future work on Belco Drive and extends the Agreement timeframe to September 30, 2025. The additional contribution is itemized in Exhibit "B" - List of Reimbursed Costs.

If you have any questions, please feel free to contact me at 407-836-7964.

**BUDGET:** N/A

BCC Mtg. Date: August 5, 2025

**FIRST AMENDMENT TO PINE HILLS TRANSFER STATION  
CONTRIBUTION AGREEMENT (CONTRACT NO. 23-C16)**

**BY AND BETWEEN**

**ORANGE COUNTY, FLORIDA**

**AND**

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY DBA LYNX**

**THIS FIRST AMENDMENT TO THE PINE HILLS TRANSFER STATION CONTRIBUTION AGREEMENT** (“Amendment”), is entered into this 5 day of August, 2025, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter, “County”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (“LYNX”).

**WITNESSETH:**

**WHEREAS**, LYNX intends to construct, operate and maintain an eight-bay transfer facility and an administrative building that will house driver restrooms and lounge, customer service and security, to be located at the intersection of Belco and Silver Star Road (the “Project”), which is set forth in **Exhibit “A” – Sketches #1 & #2** and attached hereto and incorporated by reference; and

**WHEREAS**, the parties entered into a Contribution Agreement No. 23-C16 effective February 21, 2023 (the “Agreement”). The Agreement provided for County to make a one-time payment to LYNX in the amount of \$600,000 for the construction of the Project, which was to be completed no later than December 31, 2024; and

**WHEREAS**, during the construction of the Project, the parties mutually agreed to additional design changes to the Belco Drive portion of the Project. LYNX has constructed and continues to construct the additional changes for Belco Drive, which includes, among other things, a signalized pedestrian crossing, ADA compliance improvements, concrete driveways improvements and required utility work (“Belco Drive Work”); and

**WHEREAS**, the parties desire to enter into this Amendment so that LYNX receives reimbursement from County for past and contribution for future construction work on Belco Drive Work and to extend the Agreement’s original December 31, 2024 termination date to acknowledge the prior work LYNX has completed on the Belco Drive Work and so that LYNX can complete the remaining work on the Belco Drive Work portion of the Project; and

**WHEREAS**, the parties hereby find that this Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens in the corresponding service area.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. **Additional County Contribution.** County hereby agrees to provide an additional one-time payment to LYNX in the amount of [Four Hundred and Thirty-one Thousand and Seventy-Five Dollars (\$431,075 as contribution for the past and future work by LYNX on the Belco Drive portion of the Project (“Additional Contribution”). The Additional Contribution is itemized in **Exhibit “B” – List Of Reimbursed Costs**, which is attached hereto and incorporated by reference. The County’s Additional Contribution shall be paid to LYNX on or before September 30, 2025. Invoices will be sent to ORANGE COUNTY at the following address:

ORANGE COUNTY  
c/o Kurt Petersen, Director, Office of Management & Budget  
201 South Rosalind Ave. 3<sup>rd</sup> Floor  
Orlando, FL 32802

LYNX shall use the Additional Contribution only for the costs associated with the past and future construction of the Belco Drive portion of the construction of the Project.

3. **Agreement Expiration Date.** The parties also agree to extend the Agreement’s December 31, 2024 termination date in Section 10 to either (a) LYNX’s final completion date of the Project or (b) December 31, 2025, whichever occurs first.

4. **Full Force and Effect.** Except as herein modified, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

[Signatures appear on following pages]

[SIGNATURE PAGE OF THE FIRST AMENDMENT TO PINE HILLS TRANSFER STATION  
CONTRIBUTION AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION  
AUTHORITY AND ORANGE COUNTY, FLORIDA]

IN WITNESS WHEREOF, County and LYNX have caused this Amendment to be executed as  
of the dates set forth below.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *B. L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: 5 August 2025

ATTEST:

Phil Diamond, CPA, County Comptroller,

As Clerk of the Board of County Commissioners

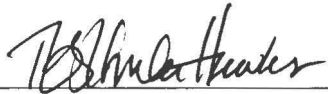
By: *[Signature]*

Date: 8/5/25

[SIGNATURE PAGE OF THE FIRST AMENDMENT TO PINE HILLS TRANSFER STATION  
CONTRIBUTION AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION  
AUTHORITY AND ORANGE COUNTY, FLORIDA]


“LYNX”

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY D/B/A  
LYNX

By:   
Name: Tiffany Homler Hawkins  
Title: Chief Executive Officer  
Dated: 6/26/25

This Amendment is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

**AKERMAN LLP,**  
Counsel for LYNX,

By:   
James F. Goldsmith  
Date: 6/26/25

# EXHIBIT A – SKETCHES #1 & #2

## EXHIBIT A – SKETCH #1



**EXHIBIT A – SKETCH #2**



**EXHIBIT B – List Of Reimbursed Costs**

<b>PCO 20 Orange County DRONE</b>	<b>\$</b>	<b>6,444.49</b>
<b>PCO 32 Pre CCTV R1 Manhole</b>		<b>62,527.58</b>
<b>PCO 33 R2 SEWER time frame</b>		<b>8,748.92</b>
<b>PCO 41 RFI 87 bypass delay (design)</b>		<b>47,793.05</b>
<b>PCO 66 R2 RFI 112 Flume Sidewalk Handrail</b>		<b>21,285.29</b>
<b>PCO 70 Unidentified ARV MH RFI 113 at Entrance from Belco</b>		<b>12,263.13</b>
<b>PCO 75 Base and a Half Material for Sta 18+40 (OUC water pipe on Belco)</b>		<b>7,030.57</b>
<b>PCO 76 Orange County DRONE Photography</b>		<b>1,029.10</b>
<b>PCO 78 RFI 127 R-18 Additional Signage and Striping</b>		<b>3,877.38</b>
<b>PCO 80 Parking Lot Wear and Tear Remediation (due to MH ARV)</b>		<b>21,132.97</b>
<b>PCO 81 RFI 128 Concrete Drive Aprons</b>		<b>40,691.34</b>
<b>PCO 82 Belco Revision 7 (Crosswalk)</b>		<b>161,520.00</b>
<b>PCO 84 Belco Material Testing Not in Scope</b>		<b>19,512.29</b>
<b>PCO 85 Increased MOT costs through 1/26/2025</b>		<b>6,801.62</b>
<b>WSP design revision costs</b>		<b>10,417.50</b>
	<b>TOTAL</b>	<b>\$ 431,075.23</b>