

METROPOLITAN PLANNING ORGANIZATION BOARD

9:00 a.m., Friday, August 22, 2014
City of Cape Coral Council Chambers
1015 Cultural Park Boulevard
Cape Coral, Florida 33990
239-244-2220



AGENDA

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Minutes

- 1 Citizen's Advisory Committee Report
- 2 Bicycle Pedestrian Coordinating Committee Report
- 3 Public Comments will be Taken at Each Item

Public Hearing Items

4. ^Approval of Amendments to the FY 13/14 through FY 17/18 Transportation Improvement Program to add 5310 and 5311 Transit Funding (Don Scott)
5. ^Approval of Amendments to the FY 14/15 through FY 18/19 Transportation Improvement Program to add the Roll Forward Report (Don Scott)

New Business

6. *Provide Decision to FDOT on Whether to Continue the US 41/Bonita Beach Road Project Development and Environment Study (Don Scott)
7. *Endorsement of Aviation Priorities (Ron Gogoi)
8. *Election of an MPO Member to Serve as the Chair of the Local Coordinating Board (Brian Raimondo)
9. *Presentation and Endorsement of the Proposed LeeTran Bus fare Increase (LeeTran)
10. Presentation on the McGregor and A&W Bulb Intersection Improvements (FDOT)
11. *Approval of the Round-a-bout Feasibility Scope (Ron Gogoi)
12. *Review and Approval of the LRTP Goals and Objectives (Don Scott)
13. *Approval of the Executive Director Contract (Don Scott)
14. MPOAC Meeting Update

Other Business

15. Public Comments on Items not on the Agenda
16. Update on the Bicycle Pedestrian Safety Action Plan Activities
17. LeeTran Report
18. FDOT Report
19. Announcements

20. Topics for next meeting

21. Information and Distribution Items

Adjournment ^Roll Call Vote *Action Items †May Require Action

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**MINUTES OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
BOARD**

Held on June 20, 2014

The following members were present for the regular meeting of the Lee County Metropolitan Planning Organization Board on June 20, 2014 at the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, Florida.

LEE COUNTY	Present		
COMMISSIONER FRANK MANN	x		
COMMISSIONER BRIAN HAMMAN	x		
COMMISSIONER LARRY KIKER			
COMMISSIONER CECIL PENDERGRASS	x		
COMMISSIONER JOHN E. MANNING	x		
CITY OF FORT MYERS		ALTERNATES:	Present
COUNCILMAN THOMAS LEONARDO		COUNCILMAN JOHNNY STREETS JR	
MAYOR RANDY HENDERSON			
COUNCILMAN MIKE FLANDERS	x		
CITY OF CAPE CORAL			
MAYOR MARNI SAWICKI		COUNCILMAN RICHARD LEON	x
COUNCILMAN JOHN CARIOSCIA			
COUNCILMAN JIM BURCH	x		
COUNCILMAN RICK WILLIAMS	x		
TOWN OF FORT MYERS BEACH			
COUNCILMAN ALAN MANDEL		COUNCILWOMAN REXANN HOSAFROS	x
CITY OF SANIBEL			
MAYOR KEVIN RUANE		VICE-MAYOR MICK DENHAM	x
CITY OF BONITA SPRINGS			
MAYOR BEN NELSON			
VICE-MAYOR STEPHEN MCINTOSH	x	COUNCILMAN MIKE GIBSON	x

CALL TO ORDER

Mr. Limbaugh called the roll and announced that a quorum was present.

Agenda Item #1 – Citizen’s Advisory Committee Report

The CAC approved all of the items (TIP, priorities, TD Planning Grant) but the Land Use Scenario item was by a vote of 8 to 7 for scenario C. Some of the dissenting members seemed to be leaning towards Scenario B but there was also some comments made that sounded like a few might have voted for Scenario A or none at all.

Agenda Item #2 –Bicycle Pedestrian Coordinating Committee Report

The Bicycle Pedestrian Coordinating Committee voted and approved the bicycle/pedestrian priorities. They also heard presentations on the Florida Greenways and Trails plans, the land Use Scenario project and the Visitor and Convention Bureau on tourism trends, ecotourism and their website.

Agenda Item #3 – Public Comments on New Business Items

Several people signed up to speak about the Preferred Land Use Scenario (sign in sheet attached)

Public hearings

Agenda Item #4 - Adoption of the FY 2014/2015 through FY 2018/2019 Transportation Improvement Program

This is a public hearing item and it requires a roll call vote by the Board. The TIP includes all of the State and Federal funded transportation projects within the County over the next five years. In addition to the hard copy that was provided on CD, the searchable TIP is available on the MPO website as was presented last month. The item also includes the approval of resolution 14-06 certifying the approval process.

MOTION BY COMMISSIONER MANNING TO APPROVE THE TIP SECONDED BY COUNCILMAN BURCH. MR. LIMBAUGH CALLED THE ROLL. MOTION CARRIED UNANIMOUSLY

Agenda Item #5 - Approval of the Transportation Alternatives and Multi-modal Enhancement Priorities

This is a public hearing item and it requires a roll call vote by the Board. This project priority list is for the prioritization of bicycle pedestrian projects that will be funded from Transportation Alternative (State and MPO allocated), Safety and multi-modal

“box” funds that the MPO receives each year. Not all of the projects are eligible for each funding pot (State and MPO Transportation Alternatives, safety and multi-modal box funds) so that is why there are priorities for each of the funding pots. All of the Committees (TAC, CAC, Bike Ped and Traffic Management) approved the priority order consistent with staff recommendation.

**MOTION BY COMMISSIONER MANNING TO ADOPT THE TRANSPORTATION ALTERNATIVES AND MULTI-MODAL ENHANCEMENT PRIORITIES.
SECONDED BY COUNCILMAN BURCH. MR. LIMBAUGH CALLED ROLL
MOTION CARRIED UNANIMOUSLY**

Agenda Item #6 - Approval of the State and Federal Funded Priorities

This is a public hearing item and it requires a roll call vote by the Board. This project priority list is for the federal and state funding that the MPO receives each year. The list has been updated to take out what was funded last year and to add in two new projects that were made eligible based on the Long Range Plan amendments that were made last month (a Project Development and Environment study for the northern section of Burnt Store Road and the Interchange Improvements at I-75 and Corkscrew Road). The priority list was approved by the TAC by a 10-2 vote. The two dissenting votes were based on a motion to swap the Burnt Store Road project with the Countywide ATMS project (staff was okay with this change as we are not sure that the ATMS project is ready to go in FY 19/20). The CAC approved the priority list unanimously.

**MOTION BY COMMISSIONER MANNING TO ADOPT THE TRANSPORTATION ALTERNATIVES AND MULTI-MODAL ENHANCEMENT PRIORITIES.
SECONDED BY COUNCILMAN BURCH. MR. LIMBAUGH CALLED ROLL
MOTION CARRIED UNANIMOUSLY**

Agenda Item #7 - Acceptance of the Transportation Disadvantaged (TD) Planning Grant Agreement

This a Board approval item to accept the Transportation Disadvantaged Planning grant funding for this next fiscal year in the amount of \$32,719. These funds are used by the MPO to undertake the responsibilities of the Transportation Disadvantaged program which include supporting the functions of the Local Coordinating Board and producing the necessary documentation. This item was approved unanimously by the TAC and CAC.

MOTION BY COUNCILMAN BURCH TO TRANSPORTATION DISADVANTAGED (TD) PLANNING GRANT. SECONDED BY COMMISSIONER MANNING . MOTION CARRIED UNANIMOUSLY

Agenda Item #8 - Review and Approval of the Preferred Land Use Scenario

This is a Board approval item to select the preferred land use scenario that will be used as the basis for the development of the 2040 travel model. Based on the technical analysis the Consultant is recommending Scenario C which is the most compact of the three scenarios. Scenario A is based on what was included, for the most part, in the 2035 Long Range Plan and the travel model. Scenario B is modeled after the comprehensive plan but adds some intensification in Cape Coral, Lehigh Acres, Estero and Bonita Springs. Scenario B also includes development in the DR/GR (that is not included in the other scenarios) that was added prior to the City Council discussion of this item but it is inconsistent with the Comprehensive Plan. Scenario C adds some additional intensification onto Scenario B with some increased intensification along the College Parkway corridor and along US 41 or the rail corridor/Metro Parkway to take advantage of public transit along those routes. The TAC (unanimously) and CAC (by a vote of 8 to 7) endorsed Scenario C. Several members of the public spoke in favor of Scenario C

MOTION BY COMMISSIONER MANNING TO APPROVE LAND USE SCENARIO C. SECONDED BY COUNCILMAN BURCH. MOTION CARRIED UNANIMOUSLY.

Agenda Item #9 - Review and Approval of the Updated TIGER Agreement and a Resolution Authorizing the MPO Executive Committee to Approve the CEI Contract

This is a Board approval item of the updated TIGER grant agreement and the Construction Engineering Inspection (CEI) selection committee ranking. This also gives the Executive Committee authority to award and sign the CEI contract once the TIGER grant agreement is signed

MOTION BY COMMISSIONER MANNING TO APPROVE TIGER GRANT AND THE SLECTION COMMITTEE CEI RANKING. SECONDED BY COUNCILMAN BURCH. MOTION CARRIED UNANIMOUSLY.

OTHER BUSINESS

Agenda Item #10 – Public Comments on Items not on the Agenda

Dave Urich present information Kismet/Littleton widening projects

Agenda Item #11 – Update on the Bicycle Pedestrian Safety Action Plan

Ms. Darla Letourneau reported on current bicycle pedestrian related activities.

Agenda Item #12 – LeeTran Report

Mr. Steve Myers with LeeTran provided an update on the LeeTran headquarters facility and said that the construction is on time and on budget. He also talked about the purchase agreement for the Park & Ride site at Summerlin Square and Pine Ridge. Mr. Myers also talked about the ridership stabilizing at about a 1% decrease from last year.

Agenda Item #13 – FDOT Report

Laura Lockwood provided the FDOT report

Agenda Item #14 – Announcements

None.

Agenda Item #15 – Topics for next meeting

LeeTran Fare Increase

Agenda Item #16 – Information and Distribution Items

Mr. Scott stated that he included FDOT's road watch in the agenda and that it gives information on the current status of projects.

ADJOURNMENT

APPROVAL OF THE AMENDMENTS TO THE FY 2013/14 THROUGH FY 2017/18 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

RECOMMENDED ACTION: Review and approval of the proposed Amendments to the existing FY 2013/14 through FY 2017/18 Transportation Improvement Program (TIP).

Listed below are the descriptions for the proposed Transportation Improvement Program Amendments that include the addition of FTA Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, and FTA Section 5311 Formula Grant for Rural Areas to various non-profit agencies in FY 2013/14:

- Add a Section 5310 grant of \$194,036 to Good Wheels, Inc. for purchase of 4 mini vans, miscellaneous software/hardware and maintenance equipment. The grant carries a state and local match each of \$24,254.
- Add a Section 5310 grant of \$46,400 to Lighthouse of SW Florida, Inc. for purchase of 1 minivan, and 2 sedans. The grant carries a state and local match each of \$5,800.
- Add a Section 5310 grant of \$72,983 to UCP of SW Florida for purchase of 1 bus. The grant carries a state and local match each of \$9,123.
- Add an additional \$65,973 for a total of \$284,553 to Section 5311 grant to LeeTran for operating assistance (Project FPN #410125-1). The grant carries an additional local match of \$65,973 for a total of \$284,553.
- Add a Section 5311 grant of \$206,998 to Good Wheels for buying two 30' buses (Project FPN #435888-1). The grant carries a local match of \$51,749.

The TAC and CAC unanimously approved these TIP amendments at their June 5, 2014 meetings and staff also recommends approval of these amendments.

ATTACHMENT A

FPN: 435210-1
 PROJECT: Good Wheels, Inc.
 Capital
 DESC. Purchase Vehicles/Equipment
 PROJ. LENGTH: 0.000
 BEGIN MILE POST: 0.000
 END MILE POST: 0.000
 COMMENTS: FTA Section 5310 Urbanized Area

LRTP REFERENCE: Page 13-6, Table 1

PHASE	FUND	MANAGED BY	LESS THAN 2014	2013/14	2014/15	2015/16	2016/17	2017/18	GREATER THAN 2018	ALL YEARS
CAP	DU	GOOD WHEELS	0	194,036	0	0	0	0	0	194,036
CAP	DPTD	GOOD WHEELS	0	24,254	0	0	0	0	0	24,254
CAP	LF	GOOD WHEELS	0	24,254	0	0	0	0	0	24,254
TOTAL			0	242,554	0	0	0	0	0	242,554

FPN: 435210-1
 PROJECT: Lighthouse of SW Florida, Inc.
 Capital
 DESC. Purchase Vehicle
 PROJ. LENGTH: 0.000
 BEGIN MILE POST: 0.000
 END MILE POST: 0.000
 COMMENTS: FTA Section 5310 Urbanized Areas

LRTP REFERENCE: Page 13-6, Table 1

PHASE	FUND	MANAGED BY	LESS THAN 2014	2013/14	2014/15	2015/16	2016/17	2017/18	GREATER THAN 2018	ALL YEARS
CAP	DU	LIGHTHOUSE	0	46,400	0	0	0	0	0	46,400
CAP	DPTD	LIGHTHOUSE	0	5,800	0	0	0	0	0	5,800
CAP	LF	LIGHTHOUSE	0	5,800	0	0	0	0	0	5,800
TOTAL			0	58,000	0	0	0	0	0	58,000

FPN: 435210-1
 PROJECT: UCP of SW Florida, Inc.
 Capital
 DESC. Purchase Vehicle
 PROJ. LENGTH: 0.000
 BEGIN MILE POST: 0.000
 END MILE POST: 0.000
 COMMENTS: FTA Section 5310 Urbanized Areas

LRTP REFERENCE: Page 13-6, Table 1

PHASE	FUND	MANAGED BY	LESS THAN 2014	2013/14	2014/15	2015/16	2016/17	2017/18	GREATER THAN 2018	ALL YEARS
CAP	DU	UCP	0	72,983	0	0	0	0	0	72,983
CAP	DPTD	UCP	0	9,123	0	0	0	0	0	9,123
CAP	LF	UCP	0	9,123	0	0	0	0	0	9,123
TOTAL			0	91,229	0	0	0	0	0	91,229

ATTACHMENT A

FPN: 410125-1
PROJECT: LeeTran
 Operating Assistance
DESC. Operating for Fixed Route
PROJ. LENGTH: 0.000
BEGIN MILE POST: 0.000
END MILE POST: 0.000
COMMENTS: FTA Section 5311 Formula Grant for Rural Areas

LRTP REFERENCE: Page 13-6, Table 1

<i>PHASE</i>	<i>FUND</i>	<i>MANAGED BY</i>	<i>LESS THAN 2014</i>	<i>2013/14</i>	<i>2014/15</i>	<i>2015/16</i>	<i>2016/17</i>	<i>2017/18</i>	<i>GREATER THAN 2018</i>	<i>ALL YEARS</i>
OPS	DU	LEE COUNTY	0	284,553	0	0	0	0	0	284,553
OPS	LF	LEE COUNTY	0	284,553	0	0	0	0	0	284,553
TOTAL			0	569,106	0	0	0	0	0	569,106

FPN: 435888-1
PROJECT: Good Wheels, Inc.
 Capital
DESC. Purchase two 30' buses
PROJ. LENGTH: 0.000
BEGIN MILE POST: 0.000
END MILE POST: 0.000
COMMENTS: FTA Section 5311 Formula Grant for Rural Areas

LRTP REFERENCE: Page 13-6, Table 1

<i>PHASE</i>	<i>FUND</i>	<i>MANAGED BY</i>	<i>LESS THAN 2014</i>	<i>2013/14</i>	<i>2014/15</i>	<i>2015/16</i>	<i>2016/17</i>	<i>2017/18</i>	<i>GREATER THAN 2018</i>	<i>ALL YEARS</i>
CAP	DU	GOOD WHEELS	0	206,998	0	0	0	0	0	206,998
CAP	LF	GOOD WHEELS	0	51,749	0	0	0	0	0	51,749
TOTAL			0	258,749	0	0	0	0	0	258,749

<i>TRANSIT</i>	<i>MANAGED BY</i>	<i>LESS THAN 2014</i>	<i>2013/14</i>	<i>2014/15</i>	<i>2015/16</i>	<i>2016/17</i>	<i>2017/18</i>	<i>GREATER THAN 2018</i>	<i>ALL YEARS</i>
TOTAL		\$82,000,105	\$ 12,833,188	\$22,096,349	\$18,614,896	\$21,963,698	\$15,683,149	\$0	\$173,191,385

**AMENDMENTS TO THE FY 2014/2015 THROUGH
FY 2018/2019 TRANSPORTATION IMPROVEMENT PROGRAM
TO ADD THE ROLL FORWARD REPORT**

RECOMMENDED ACTION: Amend the Transportation Improvement Program (TIP) to include the Fiscal Year 2014 Roll Forward projects which will be inserted at the end of the TIP **(attached)**.

Each year there are projects that are scheduled to be authorized prior to June 30th (when the previous TIP is in effect) but for various reasons they do not get authorized. These projects will automatically roll forward in FDOT's Work Program but need to be accounted for in the MPO's TIP. This amendment is being done to account for the roll forward projects within the TIP. The TAC and CAC unanimously approved this item at their respective meetings held on August 7th and staff also recommends approval of this item.

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
HIGHWAYS
 =====

ITEM NUMBER:425841 1
 DISTRICT:01
 ROADWAY ID:12070000

PROJECT DESCRIPTION:SR 82 FROM CR 884 (LEE BLVD) TO SHAWNEE ROAD
 COUNTY:LEE
 PROJECT LENGTH: 4.462MI

SIS
 TYPE OF WORK:ADD LANES & RECONSTRUCT
 LANES EXIST/IMPROVED/ADDED: 2/ 2/ 4

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACSU	324,268	0	0	0	0	0	0	324,268
DIH	114,317	0	0	0	0	0	0	114,317
EB	2,635,126	0	0	0	0	0	0	2,635,126
SU	2,527,321	0	0	0	0	0	0	2,527,321
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	0	3,330,232	0	0	0	0	3,330,232
SU	155,001	2,947,117	0	0	0	0	0	3,102,118
PHASE: RAILROAD & UTILITES / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	0	0	0	500,000	0	0	500,000
LF	0	0	0	0	2,300,000	0	0	2,300,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	0	0	0	53,331,115	0	0	53,331,115
DI	0	0	0	0	15,666,534	0	0	15,666,534
DIH	0	0	0	0	769,538	0	0	769,538
DS	1,692	0	0	0	0	0	0	1,692
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT								
SU	0	70,000	0	0	0	0	130,000	200,000
TOTAL 425841 1	5,757,725	3,017,117	3,330,232	0	72,567,187	0	130,000	84,802,261

ITEM NUMBER:425841 2
 DISTRICT:01
 ROADWAY ID:12070000

PROJECT DESCRIPTION:SR 82 FROM SHAWNEE ROAD TO ALABAMA ROAD S
 COUNTY:LEE
 PROJECT LENGTH: 3.417MI

SIS
 TYPE OF WORK:ADD LANES & RECONSTRUCT
 LANES EXIST/IMPROVED/ADDED: 2/ 2/ 4

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
D	504	0	0	0	0	0	0	504
DDR	2,521,378	0	0	0	0	0	0	2,521,378
DIH	94,631	0	0	0	0	0	0	94,631
DS	1,033,207	0	0	0	0	0	0	1,033,207
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
BNIR	0	47,250	71,105	0	0	0	0	118,355
DI	0	107,706	0	0	0	0	0	107,706
DIH	1,725	42,435	0	0	0	0	0	44,160
DS	0	113,839	0	0	0	0	0	113,839
PHASE: RAILROAD & UTILITES / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DI	0	0	0	0	0	0	500,000	500,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACNP	0	0	0	0	0	0	28,754,421	28,754,421
DI	0	0	0	0	0	0	2,240,820	2,240,820
DIH	0	0	0	0	0	0	868,303	868,303
DS	1,241	0	0	0	0	0	0	1,241
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	400,000	0	0	0	0	0	400,000
TOTAL 425841 2	3,652,686	711,230	71,105	0	0	0	32,363,544	36,798,565

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
HIGHWAYS
 =====

ITEM NUMBER:425841 3
 DISTRICT:01
 ROADWAY ID:12070000

PROJECT DESCRIPTION:SR 82 FROM ALABAMA ROAD S TO HOMESTEAD ROAD S
 COUNTY:LEE
 PROJECT LENGTH: 3.466MI

SIS
 TYPE OF WORK:ADD LANES & RECONSTRUCT
 LANES EXIST/IMPROVED/ADDED: 2/ 0/ 2

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	68,772	0	0	0	0	0	0	68,772
DS	3,473,824	0	0	0	0	0	0	3,473,824
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	0	1,542,057	1,136,052	311,591	0	0	2,989,700
DIH	0	0	288,480	576,960	0	0	0	865,440
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DI	0	0	0	0	0	0	38,318,800	38,318,800
DIH	0	0	0	0	0	0	2,556,034	2,556,034
DS	3,456	0	0	0	0	0	0	3,456
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	741,000	50,000	100,000	0	0	0	891,000
TOTAL 425841 3	3,546,052	741,000	1,880,537	1,813,012	311,591	0	40,874,834	49,167,026

ITEM NUMBER:425841 4
 DISTRICT:01
 ROADWAY ID:12070000

PROJECT DESCRIPTION:SR 82 FROM HOMESTEAD ROAD S TO HENDRY C/L
 COUNTY:LEE
 PROJECT LENGTH: 3.565MI

SIS
 TYPE OF WORK:ADD LANES & RECONSTRUCT
 LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	2,553,141	0	0	0	0	0	0	2,553,141
DIH	33,703	6,172	0	0	0	0	0	39,875
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACNP	0	0	0	0	0	0	237,365	237,365
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	0	387,000	0	0	0	0	0	387,000
TOTAL 425841 4	2,586,844	393,172	0	0	0	0	237,365	3,217,381
TOTAL PROJECT:	15,543,307	4,862,519	5,281,874	1,813,012	72,878,778	0	73,605,743	173,985,233
TOTAL DIST: 01	15,543,307	4,862,519	5,281,874	1,813,012	72,878,778	0	73,605,743	173,985,233
TOTAL HIGHWAYS	15,543,307	4,862,519	5,281,874	1,813,012	72,878,778	0	73,605,743	173,985,233

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
TRANSIT
 =====

LEE MPO

ITEM NUMBER:434516 1
 DISTRICT:01
 EX DESC:NO DIRECT RECIPIENT

PROJECT DESCRIPTION:LEE COUNTY/CAPE CORAL UZA FTA 5339 CAPITAL ASSISTANCE
 COUNTY:LEE

NON-SIS
 TYPE OF WORK:CAPITAL FOR FIXED ROUTE

ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY LEE COUNTY								
FTA	0	1,356,886	678,443	678,443	678,443	678,443	0	4,070,658
LF	0	339,222	169,611	169,611	169,611	169,611	0	1,017,666
TOTAL 434516 1	0	1,696,108	848,054	848,054	848,054	848,054	0	5,088,324
TOTAL PROJECT:	0	1,696,108	848,054	848,054	848,054	848,054	0	5,088,324
TOTAL DIST: 01	0	1,696,108	848,054	848,054	848,054	848,054	0	5,088,324
TOTAL TRANSIT	0	1,696,108	848,054	848,054	848,054	848,054	0	5,088,324

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
MISCELLANEOUS
 =====

ITEM NUMBER:435448 2
 DISTRICT:01
 ROADWAY ID:

PROJECT DESCRIPTION:LEE COUNTY COMPLETE ST INITIATIVE TIGER GRANT
 COUNTY:LEE
 PROJECT LENGTH: .000

NON-SIS
 TYPE OF WORK:BIKE PATH/TRAIL
 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2015	2015	2016	2017	2018	2019	GREATER THAN 2019	ALL YEARS
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY LEE COUNTY METROPOLITAN PLANNIN								
LFF	0	2,737,018	0	0	0	0	0	2,737,018
TIGR	0	10,473,900	0	0	0	0	0	10,473,900
TOTAL 435448 2	0	13,210,918	0	0	0	0	0	13,210,918
TOTAL PROJECT:	0	13,210,918	0	0	0	0	0	13,210,918
TOTAL DIST: 01	0	13,210,918	0	0	0	0	0	13,210,918
TOTAL MISCELLANEOUS	0	13,210,918	0	0	0	0	0	13,210,918
GRAND TOTAL	15,543,307	19,769,545	6,129,928	2,661,066	73,726,832	848,054	73,605,743	192,284,475

PROVIDE A DECISION TO FDOT ON THE US 41/BONITA BEACH ROAD PROJECT DEVELOPMENT AND ENVIRONMENT STUDY

RECOMMENDED ACTION: Discuss the issues and provide a decision to the Florida Department of Transportation (FDOT) on whether the Project Development and Environment (PD&E) Study for the US 41 and Bonita Beach Road intersection should continue.

The PD&E study for the US 41 and Bonita Beach Road intersection was started by FDOT in March of 2014 based on the MPO Board prioritization of the project back in June of 2011. The PD&E study is being done to look at viable alternatives to address the future traffic demand at that intersection. The PD&E study and the design phases are included in the MPO's Cost Feasible Plan of Long Range Transportation Plan but no other phases are included at this time.

Back in January, the City of Bonita Springs voted 5-2 to ask FDOT to remove the Overpass option from the study or to cancel the study. Many of the comments related to this request were in regards to the impact of an Overpass on businesses and the community in the area and how it looks. Following that vote and request, the FDOT in discussions with the Bonita Council and staff made it clear that they cannot remove alternatives from the federally funded PD&E study at this stage of the study. The FDOT staff also discussed the PD&E study and the Bonita Springs City Council vote at the April and May MPO Board meetings and the MPO Board members provided input that the study to determine what is needed at the intersection should be done before taking action.

Over the last two months, the FDOT has received a lot of input on this study that has led them to formally ask the MPO Board to address whether FDOT should continue the PD&E study (**attached** letter from Billy Hattaway). Following that request, the Bonita Springs City Council took another vote on July 2nd to end the study and that was also approved by a 5-2 vote. Following that vote, the FDOT stopped work on the PD&E study pending the vote by the MPO Board on August 22, 2014. At the July 28, 2014 Council meeting, the Bonita City Council took action to pull the funding budgeted to widen Bonita Beach Road between Old US 41 and US 41 and also committed funding to look at a visioning study for Bonita Beach Road. Based on what has transpired, the FDOT is now recommending that the US 41 and Bonita Beach Road PD&E study be suspended (**attached** e-mail from Carmen Monroy).

As part of the discussions on this project, staff put together a brief history on this intersection and what was included in prior plans. The improvements at the intersection of US 41 and Bonita Beach Road, beyond the previously planned widening of Bonita Beach Road from West of US 41 to Old US 41, have been included in alternatives analysis of the Long Range Transportation Plan (LRTP) since 2000 (for the 2020 horizon year of the Plan it was listed as grade separated improvements). Grade separated improvements were also included in the 2030 Long Range Transportation Plan that was

adopted in December of 2005. The current 2035 LRTP Cost Feasible Plan includes the Project Development and Environment (PD&E) and design phases for the project and it is listed as interchange/intersection improvements.

In addition to the LRTP plans, the PD&E study that was done for the widening of US 41 in this area, also called for some additional improvements beyond the at-grade improvements that were being done as part of the widening project (construction of this section was in the 1999/2000 time frame). Also, back in 2007, the Southwest Florida Transportation Initiative put in for federal funding to construct four interchange/intersection improvements that included US 41 and Bonita Beach Road, US 41 and Six Mile Cypress Parkway, US 41 and Daniels Parkway and US 41 and College Parkway. In 2008, a federal earmark was awarded for US 41 capacity improvements but it was only for \$100,000 so it didn't end up going very far.

In addition, as part of a series of interlocal agreements under a Master Transportation Agreement between the City and the County, Joint Supplemental Interlocal Agreement #7 was adopted in November 2008 which laid out some shared funding plans for the Bonita Beach Road improvements. The project phases for various segments were listed in priority order, with the first being the construction phase for the 6-laning from Old 41 to Lime Street (now completed). After that, the priorities are the right-of-way phase for the 6-laning from US 41 to Old 41, followed by the construction phase, and then the design or PD&E phase for the US 41/Bonita Beach Road interchange. Seeking federal funds to pay for the PD&E study was a way to avoid the City and County having to spend local dollars on it.

In June of 2011, the transportation priorities included a request for funding the PD&E study for US 41 and Bonita Beach Road as the number 8 priority. At the June 17, 2011 MPO Board meeting, the City of Bonita Springs representative requested that the priority to be moved up to number 4 (after the payback and off the top items) and the Board approved the priorities with the amended change. In October of 2011, this project was included in the FDOT's tentative work program at a cost of \$1.1 million and it was programmed in FY 2016/2017. This was later included in the adopted work program and the TIP that was approved in June of 2012. In December of 2012, the FDOT tentative work program included this project being advanced to FY 2013/2014 and this was included in the adopted work program and TIP that was approved in June of 2013.

The scope of the study is **attached** and the only activity that has occurred to date, prior to the study being stopped, is the data collection part of the scope. The TAC voted 11 to 1 (with one member abstaining) to terminate the PD&E study. The CAC voted 9 to 3 to terminate the PD&E study. Based on the City of Bonita not moving forward with the six laning of Bonita Beach Road (and moving forward with a visioning study) which changes the assumptions the LRTP and PD&E study are based on, staff also recommends canceling the current PD&E study.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, FL 33830

ANANTH PRASAD, P.E.
SECRETARY

June 27, 2014

Councilman Alan Mandal, Chair
Lee County Metropolitan Planning Organization
815 Nicholas Parkway
P O Box 150045
Cape Coral, Florida 33915

RE: Project Development and Environment Study
Intersection of CR 865 (Bonita Beach Road and US-41)

Dear Chairman Mandal:

The Florida Department of Transportation programmed a Project Development and Environment Study (PD&E) for the intersection of County Road 865 (Bonita Beach Road) and US-41 in 2011. These studies allow the Department to study traffic patterns, identify potential impacts to right-of-way, social, environmental, and economic resources and engage stakeholders. The Bonita Beach Road PD&E study commenced March 2014 with data collection and the requisite preliminary work needed to study potential future improvements for this intersection.

At the May 16, 2014 Metropolitan Planning Organization meeting, due to concerns voiced by citizens regarding the inclusion of an overpass in the study, the Department brought up the issue for discussion. The City of Bonita Springs has indicated it does not support moving forward with the PD&E study of this intersection. Since then, the Department has replied to numerous inquiries regarding the study of this intersection and the MPO process.

At this time, the Department finds it necessary to request the Lee MPO to formally address the continuation of this study at its next publicly scheduled meeting. This will allow for a full discussion of the project and the processes to be undertaken while studying the intersection. The Department will be present to address any questions regarding the study processes.

Sincerely,

Billy L. Hattaway, P.E.
District Secretary

BLH/jm

cc: Don Scott, Lee County MPO Director
Jim Boxhold, Chief of Staff and Legislative
Lee County MPO Board
Bonita Springs City Council

Don Scott

From: Monroy, Carmen <Carmen.Monroy@dot.state.fl.us>
Sent: Tuesday, August 05, 2014 6:05 PM
To: stephen.mcintosh@cityofbonitasprings.org
Cc: Hattaway, Billy; Smith, Chris; Don Scott; Carl L. Schwing; Tower, Debbie; Burch, Zachary
Subject: US41/Bonita Beach Road Project Development and Environment (PD&E) Study

Councilman McIntosh,

I understand the City of Bonita Springs at its July 28, 2014 council meeting took action to undertake a visioning study for Bonita Beach Road and to remove the City's contribution for future widening in out years. Given this action, it will be our recommendation to the Lee MPO that the PD&E be suspended until the visioning study is completed so that the results of this study can inform the future of this important corridor. We will continue to work closely with the City of Bonita Springs and the Lee MPO.

This recommendation will be presented at the August 6, 2014 meeting of the Lee MPO TAC and CAC committees and at the August 22, 2014 MPO Board meeting.

Carmen T. Monroy
Director Southwest Area Office
Florida Department of Transportation, District One
10041 Daniels Parkway, Fort Myers, FL 33913
carmen.monroy@dot.state.fl.us Direct Line (239) 225-1971



ENDORSEMENT OF THE AVIATION PRIORITIES

RECOMMENDED ACTION: Endorse the **attached** Lee County Port Authority's priorities for aviation projects at the Southwest Florida International Airport and the Page Field GA Airport.

The Lee County Port Authority is working on its latest priorities for aviation projects at the Southwest Florida International Airport and the Page Field General Aviation Airport for endorsement by the MPO Board. Since air carrier and general aviation airports are eligible for funding from different sources, projects are prioritized by the Lee County Port Authority separately for each airport. The priorities have been recommended for Board endorsement by the TAC and CAC.

WORK PROGRAM ONLINE - AIRPORT CAPITAL IMPROVEMENT PLAN SUMMARY

Airport: Southwest Florida International Airport
Sponsor: Lee County Port Authority

Local ID: RSW
Sponsor ID: RSW

NPIAS No.: 12-0135
Site No.: 03198.2*A

Project Description:	Priority			Sponsor Requested Funding Breakdown					
	FAA	Sponsor	Sponsor Year	Federal	State	Local			
Design and Construct ATCT and TRACON									
UPIN: PFL0003816	FDOT Item No.: 420652 1	0	05	2015	\$0	\$6,000,000	\$6,000,000	\$12,000,000	
Airside Pavement Rehabilitation									
UPIN: PFL0009360	FDOT Item No.: 431367 1	68	12	2015	\$0	\$5,000	\$5,000	\$10,000	
Public Address System (PAS) Upgrades									
UPIN: PFL0010373	FDOT Item No.:	41	08	2015	\$61,196	\$10,199	\$10,199	\$81,594	
Airfield Signage Replacement Phase II									
UPIN: PFL0010576	FDOT Item No.:	41	09	2015	\$38,160	\$6,360	\$6,360	\$50,880	
Yearly Total	2015				\$99,356	\$6,021,559	\$6,021,559	\$12,142,474	
Design and Construct ATCT and TRACON									
UPIN: PFL0003816	FDOT Item No.: 420652 1	0	05	2016	\$0	\$8,000,000	\$8,000,000	\$16,000,000	
Expand Terminal Entrance Road									
UPIN: PFL0003821	FDOT Item No.: 418425 1	48	06	2016	\$0	\$2,917,000	\$483,000	\$3,400,000	
Purchase ARFF Crash Vehicle									
UPIN: PFL0004216	FDOT Item No.:	98	10	2016	\$579,276	\$772,368	\$193,092	\$1,544,736	
Airside Pavement Rehabilitation									
UPIN: PFL0009360	FDOT Item No.: 431367 1	68	12	2016	\$0	\$295,000	\$295,000	\$590,000	
Public Address System (PAS) Upgrades									
UPIN: PFL0010373	FDOT Item No.:	41	08	2016	\$750,000	\$125,000	\$125,000	\$1,000,000	
Airfield Signage Replacement Phase II									
UPIN: PFL0010576	FDOT Item No.:	41	09	2016	\$252,368	\$42,061	\$42,061	\$336,490	
Pavement Rehabilitation of Roads									
UPIN: RSW61	FDOT Item No.:	23	11	2016	\$0	\$1,125,000	\$1,125,000	\$2,250,000	
Yearly Total	2016				\$1,581,644	\$13,276,429	\$10,263,153	\$25,121,226	

Airside Pavement Rehabilitation										
UPIN:	PFL0009360	FDOT Item No.:	431367 1	68	12	2017	\$0	\$3,075,000	\$3,075,000	\$6,150,000
Pavement Rehabilitation of Roads										
UPIN:	RSW61	FDOT Item No.:		23	11	2017	\$0	\$2,550,000	\$2,550,000	\$5,100,000
Yearly Total	2017						\$0	\$5,625,000	\$5,625,000	\$11,250,000
Design and construction of Runway 6R/24L and associated support facilities.										
UPIN:	PFL0001369	FDOT Item No.:	420652 1	64	04	2018	\$0	\$8,270,646	\$8,270,646	\$16,541,292
Purchase Structural Fire Truck										
UPIN:	PFL0006549	FDOT Item No.:	410814 1	50	07	2018	\$0	\$111,800	\$111,800	\$223,600
Flight Information Display System Upgrade										
UPIN:	PFL0008769	FDOT Item No.:	434812 1	41	02	2018	\$0	\$1,200,000	\$1,200,000	\$2,400,000
North Property Utilities and Roads										
UPIN:	RSW59	FDOT Item No.:	430000 1	45	03	2018	\$0	\$5,000,000	\$5,000,000	\$10,000,000
Pavement Rehabilitation of Roads										
UPIN:	RSW61	FDOT Item No.:		23	11	2018	\$0	\$1,000,000	\$1,000,000	\$2,000,000
Yearly Total	2018						\$0	\$15,582,446	\$15,582,446	\$31,164,892
Rehabilitate North Parking Lots										
UPIN:	PFL0000265	FDOT Item No.:		22	15	2019	\$0	\$0	\$300,000	\$300,000
Design and construction of Runway 6R/24L and associated support facilities.										
UPIN:	PFL0001369	FDOT Item No.:	420652 1	64	04	2019	\$0	\$6,000,000	\$6,000,000	\$12,000,000
Expand Employee Parking Lot										
UPIN:	PFL0007459	FDOT Item No.:		23	14	2019	\$0	\$0	\$400,000	\$400,000
Realign Chamberline Parkway										
UPIN:	PFL0008773	FDOT Item No.:		23	13	2019	\$0	\$200,000	\$200,000	\$400,000
Solar ARFF										
UPIN:	PFL0009533	FDOT Item No.:		60	16	2019	\$0	\$0	\$114,000	\$114,000
North Property Utilities and Roads										
UPIN:	RSW59	FDOT Item No.:	430000 1	45	03	2019	\$0	\$2,247,253	\$2,247,253	\$4,494,506
Yearly Total	2019						\$0	\$8,447,253	\$9,261,253	\$17,708,506

Rehabilitate North Parking Lots										
UPIN:	PFL0000265	FDOT Item No.:		22	15	2020	\$0	\$0	\$7,000,000	\$7,000,000
Design and construction of Runway 6R/24L and associated support facilities.										
UPIN:	PFL0001369	FDOT Item No.:	420652 1	64	04	2020	\$0	\$6,000,000	\$6,000,000	\$12,000,000
Expand Terminal Entrance Road										
UPIN:	PFL0003821	FDOT Item No.:	418425 1	48	06	2020	\$0	\$1,500,000	\$500,000	\$2,000,000
Expand Employee Parking Lot										
UPIN:	PFL0007459	FDOT Item No.:		23	14	2020	\$0	\$0	\$10,000,000	\$10,000,000
Realign Chamberline Parkway										
UPIN:	PFL0008773	FDOT Item No.:		23	13	2020	\$0	\$1,500,000	\$1,500,000	\$3,000,000
Solar ARFF										
UPIN:	PFL0009533	FDOT Item No.:		60	16	2020	\$0	\$0	\$750,000	\$750,000
Yearly Total	2020						\$0	\$9,000,000	\$25,750,000	\$34,750,000

WORK PROGRAM ONLINE - AIRPORT CAPITAL IMPROVEMENT PLAN SUMMARY

Airport: Page Field
Sponsor: Lee County Port Authority

Local ID: FMY
Sponsor ID: RSW

NPIAS No.: 12-0027
Site No.: 03198.*A

Project Description:	Priority		Sponsor Year	Federal	Sponsor Requested Funding Breakdown				
	FAA	Sponsor			State	Local			
Design and Construct Rehab of Runways 5/23 and 13/31, Associated Taxiways and Aprons									
UPIN: FMY84 FDOT Item No.: 431368 1	72	02	2015	\$1,721,010	\$770,811	\$264,412		\$2,756,233	
Yearly Total 2015				\$1,721,010	\$770,811	\$264,412		\$2,756,233	
Design and Construct Rehab of Runways 5/23 and 13/31, Associated Taxiways and Aprons									
UPIN: FMY84 FDOT Item No.: 431368 1	72	02	2016	\$8,123,850	\$4,523,493	\$1,469,367		\$14,116,710	
Yearly Total 2016				\$8,123,850	\$4,523,493	\$1,469,367		\$14,116,710	
Design and Construct Rehab of Runways 5/23 and 13/31, Associated Taxiways and Aprons									
UPIN: FMY84 FDOT Item No.: 431368 1	72	02	2017	\$8,123,850	\$4,523,493	\$1,469,367		\$14,116,710	
Expand/Rehab Southeast Ramp D and Construct Hangars									
UPIN: PFL0007901 FDOT Item No.:	62	10	2017	\$0	\$640,000	\$160,000		\$800,000	
Rehab Southeast Ramp and Taxiway Pavement									
UPIN: PFL0007902 FDOT Item No.:	62	06	2017	\$0	\$0	\$160,000		\$160,000	
Expand South Ramp									
UPIN: PFL0009595 FDOT Item No.:	56	09	2017	\$0	\$0	\$300,000		\$300,000	
Terminal Apron Expansion									
UPIN: PFL0009972 FDOT Item No.:	56	08	2017	\$0	\$560,000	\$140,000		\$700,000	
Yearly Total 2017				\$8,123,850	\$5,723,493	\$2,229,367		\$16,076,710	
Rehab Southwest Ramp									
UPIN: FMY615 FDOT Item No.:	46	07	2018	\$0	\$0	\$300,000		\$300,000	
North Quadrant Improvements Phase II									
UPIN: PFL0003264 FDOT Item No.:	45	12	2018	\$0	\$0	\$100,000		\$100,000	
Design and Construct Perimeter Road and Land Acquisition									
UPIN: PFL0004170 FDOT Item No.:	22	01	2018	\$0	\$1,215,328	\$308,832		\$1,524,160	

Demolish and Construct Hangars									
UPIN:	PFL0007455	FDOT Item No.:	0	11	2018	\$0	\$0	\$250,000	\$250,000
Expand/Rehab Southeast Ramp D and Construct Hangars									
UPIN:	PFL0007901	FDOT Item No.:	62	10	2018	\$0	\$3,360,000	\$640,000	\$4,000,000
Rehab Southeast Ramp and Taxiway Pavement									
UPIN:	PFL0007902	FDOT Item No.:	62	06	2018	\$0	\$1,840,000	\$300,000	\$2,140,000
South Danley & North Airport Road Utility Improvements									
UPIN:	PFL0008763	FDOT Item No.:	20	13	2018	\$0	\$0	\$80,000	\$80,000
Expand South Ramp									
UPIN:	PFL0009595	FDOT Item No.:	56	09	2018	\$0	\$2,640,000	\$360,000	\$3,000,000
Terminal Apron Expansion									
UPIN:	PFL0009972	FDOT Item No.:	56	08	2018	\$0	\$3,200,000	\$800,000	\$4,000,000
Yearly Total	2018					\$0	\$12,255,328	\$3,138,832	\$15,394,160
Rehab Southwest Ramp									
UPIN:	FMY615	FDOT Item No.:	46	07	2019	\$0	\$1,840,000	\$160,000	\$2,000,000
North Quadrant Improvements Phase II									
UPIN:	PFL0003264	FDOT Item No.:	45	12	2019	\$0	\$1,040,000	\$160,000	\$1,200,000
Design and Construct Perimeter Road and Land Acquisition									
UPIN:	PFL0004170	FDOT Item No.:	22	01	2019	\$0	\$49,702	\$12,426	\$62,128
Demolish and Construct Hangars									
UPIN:	PFL0007455	FDOT Item No.:	0	11	2019	\$0	\$2,000,000	\$250,000	\$2,250,000
South Danley & North Airport Road Utility Improvements									
UPIN:	PFL0008763	FDOT Item No.:	20	13	2019	\$0	\$704,000	\$96,000	\$800,000
Yearly Total	2019					\$0	\$5,633,702	\$678,426	\$6,312,128
Replace VASIs with PAPIs									
UPIN:	PFL0009356	FDOT Item No.:	43	05	2020	\$900,000	\$50,000	\$50,000	\$1,000,000
Design and Construct Multi-Use Hange Phase II									
UPIN:	PFL0010374	FDOT Item No.:	0	04	2020	\$0	\$1,600,000	\$40,000	\$1,640,000
Yearly Total	2020					\$900,000	\$1,650,000	\$90,000	\$2,640,000

LOCAL COORDINATING BOARD APPOINTMENTS

RECOMMENDED ACTIONS: Discuss the appointment of the Local Coordinating Board (LCB) Chair and approve the appointment of an MPO Board member to serve as the LCB Chair for 2014 through 2015. Approve the appointment of Michael Pierce as the voting member to serve as a Citizen Advocate and authorize the MPO Chair to sign the LCB certification.

If you are interested in filling upcoming vacancies please contact Mr. Brian Raimondo at 239-330-2240 or by email at braimondo@leempo.com for more information.

Pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code, the Lee County Metropolitan Planning Organization is the designated official planning agency for the Lee County Transportation Disadvantaged program. The MPO is, therefore, responsible for appointing the Local Coordinating Board (LCB).

Nominations and Applications

Staff recommends that people be appointed to the LCB to serve as indicated above. There are no other nominations to fill the remaining vacancies at this time. Staff will continue its efforts to locate people who are interested in serving on the LCB. MPO members are encouraged to seek and nominate volunteers to fill the remaining vacancies on the LCB.

Certification of LCB membership

Whenever there are changes in LCB membership, the MPO must certify the LCB membership form that is attached.

About the Local Coordinating Board

The Local Coordinating Board is established to assist the Community Transportation Coordinator (CTC) in its role of coordinating the provision of transportation service for the transportation disadvantaged. Some of the basic duties of the Board include:

- 1) Reviewing and approving the annual Transportation Disadvantaged Service Plan, including the Memorandum of Agreement, prior to its submittal to the Commission for the Transportation Disadvantaged;
- 2) In cooperation with the CTC, reviewing and providing recommendations to the Commission for the Transportation Disadvantaged on funding applications affecting the transportation disadvantaged;
- 3) Reviewing strategies for coordinating service to the transportation disadvantaged in the designated service area;
- 4) Conducting an annual evaluation of the Community Transportation Coordinator.

The Lee County Local Coordinating Board typically meets quarterly to guide the functions of the CTC, Good Wheels, Inc.

LEE COUNTY LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

MPO Name: Lee County Metropolitan Planning Organization; 815 Nicholas Parkway East, Cape Coral, Florida 33990

The Lee County Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Lee County Local Coordinating Board, established pursuant to Rule 41-2.012(3), *FAC*, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature: _____ Date: August 22, 2014

Vice-Mayor Stephen McIntosh, MPO Chair

	The Lee LCB has a Representative of:	Voting Member	Term Expires	Alternate's Name	Term Expires
1	The MPO or DOPA shall appoint one elected official to serve as the official Chairperson for all Coordinating Board meetings.		December 2015	No alternate by law	
2	A. A local representative of the Florida Department of Transportation (FDOT)	Debra Stephens	Agency	Richard Shine	Agency
3	B. A local representative of the Florida Department of Children and Families (DCF)	Stacey Lowe	Agency	Melissa Mickey	Agency
4	C. A local representative of the Public Education Community which could include, but not be limited to, a representative of the District School Board, School Board Transportation Office, or Headstart Program in areas where the School District is responsible	Roger Lloyd	Agency	Vacant	
5	D. In areas where they exist, a local representative of the Division of Vocational Rehabilitation Services or the Division of Blind Services, representing the Department of Education	Mary Watford	Agency	Flora Gonzalez	Agency
6	E. A person recommended by the local Veterans Service Office, representing Veterans of the county	Jerry Conway	July 2016	Frank Gruelich	August 2016
7	F. A person recognized by the Florida Association for Community Action representing the economically disadvantaged	Kim Hustad	Agency	Robin Jewett	Agency
8	G. A person over age 60 representing the Elderly in the county	Linda Carter	July 2016	Vacant	

	The Lee LCB has a Representative of:	Voting Member	Term Expires	Alternate's Name	Term Expires
9	H. A person with a disability representing the disabled in the county	Brian Powers	December 2015	Vacant	
10	I--1.[One of Two] Citizen Advocates in the County	Michael Pierce	July 2017	Vacant	
11	I--2. [One of two] Citizen Advocates this one must be a person who uses the transportation service(s) of the system as their primary means of transportation.	David Lane	July 2016	Vacant	
12	J. A local representative for children at risk	Lorena Rodriguez	Agency	Sally Kreuzscher	Agency
13	K. In areas where they exist, the Chairperson or designee of the local Mass Transit or Public Transit System's Board, except in cases where they are also the Community Transportation Coordinator.	Steve Myers	Agency	Peter Gajdjis Jill Brown	Agency
14	L. A local representative of the Florida Department of Elder Affairs	Vacant	Agency	Vacant	Agency
15	M. An experienced representative of the local private for profit transportation industry. In areas where such representative is not available, a local private non-profit representative will be appointed, except where said representative is also the Community Transportation Coordinator.	Michael Griffin	December 2015	Priscilla Hardaway	December 2015
16	N. A local representative of the Florida Agency for Health Care Administration	Joe Martinez	Agency	Karen Brooks	Agency
17	O. A representative of the Regional Workforce Development Board established in Chapter 445, <i>Florida Statutes</i>	Jim Wall	Agency	Deborah Reardon	Agency
18	P. A representative of the local medical community, which may include, but not be limited to, kidney dialysis centers, long term care facilities, hospitals, local health department or other home and community based services, etc.	Vacant	Agency	Vacant	Agency

Mr. Don Scott

Lee County Metropolitan Planning Organization

Box 150045

Cape Coral, FL 33915-0045

Dear Don,

As of August 1st, I will be the CEO/President of Good Wheels. So that there is no potential conflict, I resign my position as Chair, Transportation Disadvantaged of the Lee County MPO, effective immediately.

Sincerely,



Alan Mandel, Council Member

Town of Fort Myers Beach, FL

PRESENTATION AND ENDORSEMENT OF LEETRAN'S PROPOSED FARE INCREASE

RECOMMENDED ACTION: LeeTran will provide a presentation on their proposed fare increase and the MPO Board is being asked to endorse the increase.

LeeTran staff will be at the meeting to provide a presentation on their proposed fare increase and they are also seeking endorsement of this action. The Board of County Commissioners will be holding a public hearing on the fare increase on August 19th and they will determine a future Board date for a vote on the matter. If the increase is approved it will take effect on January 1, 2015. The proposed changes to the fares are **attached**.

The TAC and CAC, at their respective meetings on August 7, 2014, voted unanimously to endorse the fare increase and staff also recommends approval of this item.

Adult Fares	Current	Proposed
Cash Fare	\$1.25	\$1.50
All-Day Pass	\$3.50	\$4.00
12-Trip Pass	\$12.50	\$13.50
7-Day Pass	\$12.50	\$15.00
31-Day Pass	\$35.00	\$40.00
Cash Fare, Trolley	\$0.50	\$0.75
All-Day Trolley Pass	\$1.50	\$2.00
3-Day Trolley Pass	\$3.00	\$4.00
Discount Fares	Current	Proposed
Student Cash Fare	\$0.60	\$0.75
Senior/Disabled Cash Fare	\$0.60	\$0.75
Student 12-Trip Pass	\$6.00	\$6.75
Senior/Disabled 12-Trip Pass	\$6.00	\$6.75
Student 7-Day Pass	\$10.00	\$12.00
Senior/Disabled 7-Day Pass	\$10.00	\$12.00
Student 31-Day Pass	\$20.00	\$25.00
Senior/Disabled 31-Day Pass	\$20.00	\$25.00
Student Cash Fare, Trolley	\$0.25	\$0.35
Senior/Disabled Cash Fare, Trolley	\$0.25	\$0.35
ADA Fare	Current	Proposed
Single Trip	\$2.50	\$3.00

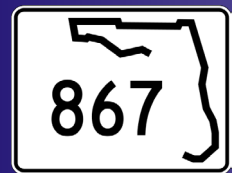
PRESENTATION ON THE McGREGOR/A&W BULB ROAD INTERSECTION IMPROVEMENTS

RECOMMENDED ITEM: This is not an action item. FDOT will be presenting the improvements proposed at this intersection for MPO Board input.

The FDOT used highway safety program dollars to fund improvements at the intersection of McGregor Boulevard and A&W Bulb Road to alleviate traffic backups on A&W Bulb Road and increase safety at the intersection. The intersection currently does not meet traffic signal warrants. The design phase is currently under way while the construction phase is going to be let on April 29, 2015, with construction anticipated to begin 90 days later. The proposed improvements include a right in from McGregor Boulevard to A&W Bulb Road, a right out from A&W Bulb Road to McGregor Boulevard and a southbound directional left from McGregor Boulevard to A&W Bulb Road. FDOT will be presenting design plans at the August 22nd MPO meeting and will be seeking input from the Board. A public meeting on the proposed improvements is scheduled by FDOT for August 27th. A newsletter on the project is **attached**.



Florida Department of Transportation
801 N. Broadway Avenue
P.O. Box 1249
Bartow, FL 33830



**McGregor Boulevard (SR 867)
at A&W Bulb Road
Safety Improvements
Lee County**



Public Hearing



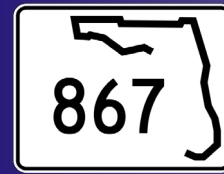
Time: 5:30 p.m. to 7:30 p.m.
When: August 27, 2014
Presentation at 6:30 p.m.
Where: Lakes Regional Library
15290 Bass Road
Fort Myers, FL 33919

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. People who require special accommodations under the American with Disabilities Act or people who require translation services (free of charge) should contact Jamie Schley, District One Title VI Coordinator, at 863-519-2573 or by email at jamie.schley@dot.state.fl.us at least seven (7) days prior to the hearing.

If you have questions about the project, please contact:

Justin R. Reck
Florida Department of Transportation
863-519-2502
Justin.Reck@dot.state.fl.us

Debbie Tower
Florida Department of Transportation
239-225-1900
Debbie.Tower@dot.state.fl.us



**McGregor Boulevard (SR 867)
at A&W Bulb Road
Intersection Improvements
Lee County**



Financial Project Number: 433407-1-52-01

August 2014

Public Hearing is August 27, 2014 at Lakes Regional Library in Fort Myers

The Florida Department of Transportation (FDOT), District One, is holding a public hearing regarding roadway safety improvements on McGregor Boulevard (SR 867) at A&W Bulb Road.

Hearing Agenda

5:30 p.m.

People may view draft design plans on aerial photographs, discuss the project and provide comments to FDOT representatives.

6:30 p.m.

Formal public hearing begins. Moderator offers introductory remarks, and a slide presentation follows describing the project.

Intermission

People may sign up to make oral comments and can view plans.

Formal testimony begins

People may provide verbal comments for the public record. People also may submit written comments.

This project builds a bi-directional median opening and lengthens turn lanes. FDOT evaluated the intersection for a traffic signal several times but determined it did not meet requirements for approval.

Traffic engineers throughout the United States follow the same criteria to determine if a traffic signal is justified. Specific requirements must be met, and FDOT District One's traffic engineers performed the required intersection analysis at McGregor Boulevard/A&W Bulb Road. Engineers also made site visits to this location to evaluate traffic patterns. After collecting and analyzing data, engineers determined the intersection will not be signalized.

Intersection Reviews

March 2005*
Traffic Signal Study (signal not approved)

May 2009
Traffic Signal Study (signal not approved)

February 2011*
Traffic Signal Study (signal not approved)

May 2012
Intersection Safety Analysis

February 2013*
Most Recent Vehicle Speed Study

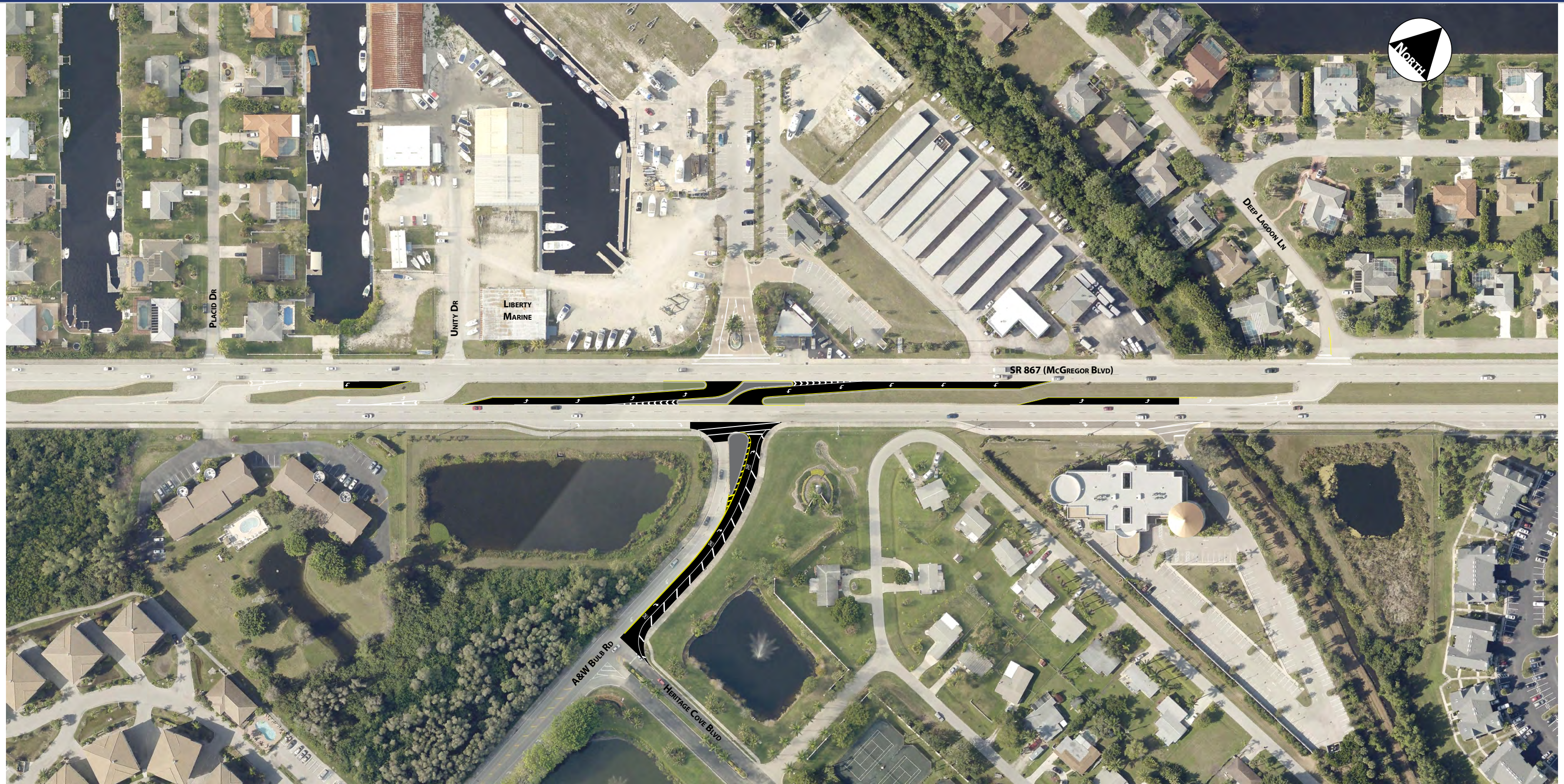
*Data was collected during peak season (highest traffic volume)

Draft design plans are available for review now through September 6, 2014, at:

Lakes Regional Library (map below)
15290 Bass Rd
Fort Myers, FL 33919

Library hours:
Monday to Wednesday: 9 a.m. to 8 p.m.
Thursday: 9 a.m. to 6 p.m.
Friday to Saturday: 9 a.m. to 5 p.m.
Sunday: Closed





- Reconstructing the existing full median opening to provide a bi-directional median opening
- Removing the existing through/left turn lane on A&W Bulb Road
- Lengthening the existing northbound left turn lane on McGregor Boulevard to Deep Lagoon Lane
- Lengthening the existing southbound left turn lane on McGregor Boulevard near Placid Drive
- Resurfacing A&W Bulb Road and refurbishing pavement markings at the intersection
- Modifying the existing median island on A&W Bulb Road
- Lengthening the north and southbound turn lanes onto A&W Bulb Road and into Fort Myers Boat Club

APPROVAL OF THE ROUNDABOUT FEASIBILITY SCOPE

RECOMMENDED ACTION: Review and approve the **attached** Roundabout Feasibility Study Scope of Services.

Staff developed a draft of the scope of services for roundabout feasibility analysis which was subsequently taken to the various MPO advisory committees for review and comments. The draft has now been finalized after incorporating all the requested changes. The final scope has been recommended for MPO approval by all the advisory committees.

An initial list of 20 intersections for conducting roundabout feasibility analyses is included under *Exhibit A* at the end of the **attached** scope. As part of the scope the initial list will be screened for fatal flaws before a final list is developed by the consultant and feasibility analyses conducted. Following MPO approval of the scope, a Request for Proposal for doing the study will be advertised.

Lee County Metropolitan Planning Organization Roundabout Study

Scope of Services

INTRODUCTION

With traffic moving inside a roundabout between 15-25 mph, and with significantly less number of conflict points than a conventional traffic signal, roundabouts have been found to increase safety by reducing potential fatal crashes at an intersection by 90%, injuries by 76%, and all crashes by 39%. Research in the US and elsewhere in the world has also indicated that roundabouts provide annual savings of \$5,000 in electrical and maintenance costs versus a traffic signal, and that they provide a service life of 100 years or more versus 10 to 20 years for a traffic signal. Unlike signalized intersections they are also not impacted by power outages caused by hurricanes and tropical storms, a phenomenon that happens with some regularity in Florida. They also reduce vehicle delays by around as much as 50% as traffic flows continuously through an intersection.

For their demonstrated ability in making intersections safer and their substantial operational and capacity characteristics, as well as their other merits, local jurisdictions in Lee County have built 5 roundabouts while 2 more have been funded. Several others are identified in local government plans. The Lee MPO has now identified a comprehensive list of intersections to conduct roundabout feasibility analysis.

On its part FDOT is placing added emphasis on the development and construction of roundabouts statewide and have directed their district offices to include two (2) projects on state highways in their 5 year work program annually for implementing roundabouts. The Lee MPO is trying to position itself for any statewide discretionary that may become available for roundabout construction by including in its comprehensive list a few intersections that are located on state highways.

PURPOSE OF SCOPE

The purpose of this scope is to prepare an intersection analysis to determine the design year operational efficiency of roundabouts at the intersections identified in Exhibit A. For those intersections where roundabouts are determined a viable option, conceptual geometric designs and cost estimates for each will be developed.

This scope of services includes the following tasks:

TASK 1. KICK OFF MEETING

The CONSULTANT will schedule and conduct a project kick-off meeting with the project team via conference call, or in person within two weeks of the issuance of a Notice to Proceed by the MPO. At the kick off meeting, the specific needs and plans of the roundabout feasibility analysis, ideas to screen the initial list of intersections for fatal flaws, and the traffic analysis software to be used will be discussed. The CONSULTANT will also present and discuss a list of the data/resources that may need to be provided by MPO staff, or at least direction given on the most reliable resources to tap for the information. MPO and Consultant staff will agree on how the data/resources will be collected and set an appropriate timeline for completing the effort. Other decisions regarding a public involvement component and deliverables will be also decided at the kick-off meeting.

TASK 2: METHODOLOGY FOR SCREENING INITIAL LIST OF INTERSECTIONS FOR ROUNDABOUT FEASIBILITY ANALYSIS

The CONSULTANT will develop a methodology to screen a list of 20 intersections from Exhibit A for fatal flaws, and conduct roundabout feasibility analysis on the ones that pass the screening test. Of the 20 intersections, eleven (11) are currently signalized, four (4) have 2 way stops, and the remainder have 1 way stops. Also, all have two lane roadways at the intersection approaches, except for two which have multi-lanes. Following are some criteria from *Chapter 7 of the Florida Intersection Design Guide* that could be considered in the methodology to screen the list of roundabout locations:

- ❖ Significant right of way impacts that could make a roundabout uneconomical
- ❖ Significant drainage or utility impacts that could make a roundabout uneconomical
- ❖ Immitigable environmental impacts
- ❖ Proximity to historical sites and socially significant trees that may rule out a roundabout
- ❖ Proximity of bottlenecks that would routinely back up traffic into the roundabout such as overcapacity signals and freeway entrance ramps
- ❖ Proximity of grades or unfavorable topography that may limit visibility or complicate construction
- ❖ Routes where large combination vehicles or over dimensional vehicles frequently use an intersection and insufficient space is available
- ❖ Locations where vehicles exiting the roundabout would be interrupted by downstream traffic control that could create queues backing up into the roundabout
- ❖ Proximity of other traffic control devices that would require signal preemption such as railroad tracks
- ❖ Isolated intersections located within a coordinated signal network where it is felt that LOS might be better with a signalized intersection incorporated into the system

Local knowledge about the locations from the project team would feed into and supplement the screening process.

Deliverables: A memo documenting the methodology developed to screen the list of intersections and results of the screening process.

TASK 3: TRAFFIC DATA COLLECTION

The CONSULTANT will collect approach counts and turning movement counts at the intersections which passed the screening test in Task 2. The approach counts will be collected for a full day (24 hours) and the turning movement counts will be collected for the AM, Midday, and PM Peak hours as determined by the approach counts. Vehicle classification will be included as part of the approach counts. The traffic data will be reviewed for accuracy with a deviation of approach counts versus peak hour traffic of no more than 10%. Bicycle and pedestrian traffic shall also be observed and measured. The CONSULTANT will also develop traffic volume growth factors and use them to forecast the existing turning movement counts for the design year (Year 2035).

Deliverables: Maps, tables, photos of existing conditions. Memo documenting existing conditions, data collection, approach counts, peak hour turning movement counts, pedestrian and bicycle traffic volumes, and traffic projections.

TASK 4: ROUNDABOUT OPERATIONAL ANALYSIS

Using the traffic data from Task 3, the CONSULTANT will evaluate the feasibility of installing roundabouts at each of the intersections that makes it through the screening test in Task 2. *NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition, Chapter 21 of the Highway Capacity Manual, TRB 2010, and Chapter 7 of the Florida Intersection Design Guide* will be referred to by CONSULTANT for doing the operational analysis. The CONSULTANT will perform the following services under this task.

- A. Use the existing traffic volumes from Task 3 to conduct intersection analysis for the existing intersection geometry and the roundabout alternative. The analysis will consist of capacity and level of service analysis using the Highway Capacity Manual methodology for un-signalized and signalized intersections (existing conditions). The intersection analysis will allow the consultant to determine the critical movements and delay by approach at each intersection. The intersection analysis considering the roundabout alternative will be conducted using Sidra.
- B. Use the forecasted turning movement counts from Task 3 to conduct intersection analysis for the roundabout alternative for the 2035 design year. The analysis results will provide the design year operational efficiency of the roundabouts at each intersection. Based on the results, the consultant will make a recommendation on whether to pursue a roundabout at a particular intersection and develop conceptual design layout for that intersection in Task 5. For any intersection that a roundabout alternative fails in the design year, the CONSULTANT will conduct an intersection analysis for a traffic signal alternative. If the traffic signal alternative also fails, the signal will be analyzed with improvements including turn lane additions or extensions, and if it still fails a life cycle cost including costs attributed to accident damage and injury will be conducted under Task 6 for each alternative to determine the final alternative.
- C. MPO staff will analyze existing crash patterns and severity at each intersection. The analysis will be summarized in tabular format and provided to consultant for documentation in technical memo to be developed at the end of this task.
- D. Analyze existing intersection geometry using Synchro 8 and analyze the roundabout alternative using the latest approved version of Sidra. The type of traffic analysis software to be used is flexible, and CONSULTANT may recommend a different analysis tool. All assumptions regarding operating parameters must be clearly identified.

Deliverables: A technical memo documenting the intersection analysis results for each intersection and recommendations on whether to proceed with conceptual design and evaluation of roundabout concepts at any particular intersection. The memo will also include safety analysis and descriptions of the intersection analysis software used in this task.

TASK 5: CONCEPTUAL DESIGN

This task will include preparation of conceptual roundabout layout designs at those intersections from Task 4 where roundabouts were determined to be viable options based on the results of the roundabout intersection analysis. The conceptual roundabout design layouts will be used in doing a concept level evaluation of existing drainage, utilities, and right of way at each intersection for potential impacts resulting from the proposed roundabout.

The CONSULTANT will perform the following services as part of this task:

- A. Conduct a field visit to the intersections to photograph critical features and to identify existing features, roadway conditions and traffic control devices in the field. Perform field measurements to supplement as-built plans.
- B. Approximately locate underground utilities or structures that may be within the footprint of the proposed roundabout. Such utilities include, but are not limited to wastewater, water, gas, electric, storm sewer, telephone, and television cable. CONSULTANT will contact Sunshine 811 directly (or through the City of Fort Myers and LCDOT who are Florida Sunshine members), or individual utility companies to mark existing underground utilities in the field and shall show such utilities on a base map based either upon field locations or available construction as-builts.
- C. Based on the information obtained above, prepare conceptual roundabout layouts at each intersection over existing aerial maps showing all the roadway features and the approximate right of way. The conceptual layouts will be to scale and will also show required signs and pavement markings in accordance with FHWA guidelines and the Florida MUTCD. While developing the conceptual layouts CONSULTANT will refer to *NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition*, and *Chapter 7 of the Florida Intersection Design Guide*. Appropriate design treatment for pedestrian mobility and access will be considered.
- D. For those intersections which are within the project limits of planned roadway projects, the proposed roundabouts shall be designed in a way that they will be able to accommodate the planned improvements. These intersections are identified in the list of intersections in Exhibit A under the "Ultimate Improvements" column.
- E. Determine the vehicle envelope and swept path for the design vehicle (which could be a WB-50 truck and a SB 40 Bus) using AutoTURN 8. The truck turning dimension for the largest fire engine in Lee County will be also coded into a custom fire truck in AutoTURN to test each concept design.
- F. Perform a concept level drainage evaluation to identify possible drainage modifications and utility adjustments that may be necessary as a result of the intersection reconfiguration.

- G. Identify any right-of-way needs for the proposed roundabouts and estimate the area needed.
- H. Identify existing and planned bus stops along LeeTran bus routes in the vicinity of the intersections for potential impacts including access to the bus stops, and bus boarding and alighting by passengers. Any proposed relocation shall be consistent with guidelines provided in NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition.
- I. The CONSULTANT shall include all pedestrian and bicycle treatments consistent with *NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition*.

Deliverables: A set of conceptual roundabout design layouts at all the intersections over aerial maps showing how each roundabout will fit the surrounding developments. The conceptual design layouts will be completed at a 1" = 40' scale on 11" x 17" page size. Exhibits showing critical design vehicle turning paths within the proposed roundabouts developed with AutoTURN. A memo documenting design criteria used in the roundabout layout designs, description of the proposed roundabouts and their design features, accommodation of transit and non-motorized modes in the concept designs, design treatments for pedestrian mobility access, and access management issues, and AutoTURN generated design vehicle paths. The memo will also document the results of a concept level evaluation for drainage, right of way, and utility impacts resulting from the proposed roundabouts.

TASK 6: OPINION OF PROBABLE CONSTRUCTION COSTS

Using the conceptual design layout and concept level quantity estimates, a concept level Engineer's Opinion of Probable Construction Cost will be prepared for each roundabout design concept. Besides the typical construction items, project cost will also include street lighting and landscaping. For those intersections under Task 4 where both the design year alternatives failed, a life cycle cost comparison including accident damage and injury costs (an injury or fatality avoided) would be undertaken to decide whether to persist with a roundabout alternative.

Deliverables: The memo will include concept level Engineer's Opinion of Probable Construction Costs for each roundabout improvement.

TASK 7: EVALUATION AND RANKING PROPOSED ROUNDABOUT PROJECTS

The CONSULTANT will develop criteria and methodology to evaluate and rank the proposed roundabout concepts. Based on the rankings priorities will be established that will assist in identifying projects for project development and funding.

TASK 8: TRAFFIC MODELLING AND SIMULATION (OPTIONAL)

The CONSULTANT will identify two roundabout concepts where the proposed roundabout geometry is complicated and challenging, and roundabout operations may be hard to visualize for the public without doing a computer simulation. The CONSULTANT will prepare VISSIM to model traffic flow on the approach streets and within the roundabouts at the two locations. Four scenarios of the model will be prepared which will include two critical peak hours and the years 2014 and 2035. The critical peak hours typically are the weekday AM and PM peak. If it is determined that the noon peak is more critical, then the less critical peak period will be dropped. The simulations will be used for presentations at public meetings.

Deliverables: Video clips of the traffic simulation in a power point.

TASK 9: CONDUCT SURVEY AND DEVELOP 30% DESIGN DRAWINGS (OPTIONAL)

The CONSULTANT shall conduct surveys at the top 2 priority projects from Task 7, and develop preliminary engineering drawings and cost estimates for roundabout implementation. Design shall address bicycle and pedestrian treatments consistent with NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition. CONSULTANT may also consider practical crossing solutions for the visually impaired in the design from NCHRP Report 674: Crossing Solutions at Roundabouts and Channelized Turn Lanes for Pedestrians with Vision Disabilities and ongoing research. Only treatments which increase accessibility in terms of improving safety and reducing delays may be considered.

Deliverables: A set of preliminary design drawings of roundabouts at 2 intersections. The design layouts will be completed at a 1" = 40' scale on 11" x 17" page size.

TASK 10: LITERATURE REVIEW

The CONSULTANT will do a literature review of state of Florida and US DOT documents (e.g. *NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition, Chapter 21 of the Highway Capacity Manual, TRB 2010, Chapter 7 of the Florida Intersection Design, etc.*) and evaluate whether (1) design standards/requirements would justify replacing at - capacity and failing multi-lane signalized intersections in Lee County with roundabouts, and (2) whether observed traffic patterns and conditions, and capacity LOS and V/C from available intersection analysis meet thresholds from the *Highway Capacity Manual* to even consider roundabouts at such intersections. Instead of looking at all such intersections in Lee County use 1 or 2 representative intersection(s) which have available intersection analysis data. MPO staff will provide the intersection analysis data. Examples of at-capacity or failing intersections in Lee County include the intersections of Colonial and Six Mile Parkway, US 41 and Six Mile Parkway, US 41 and Bonita Beach Road, and Colonial Boulevard and Summerlin Road.

Deliverables: Memo on results of a literature review evaluation and conclusion of at capacity or failing signalized intersections in Lee County.

TASK 11: PUBLIC INVOLVEMENT, PRESENTATION AND PREPARATION OF FINAL REPORT

The CONSULTANT will provide staff with presentation material for updates on the study to the various MPO committees throughout the study. In addition, the Consultant will assist staff in making

presentations to the BPCC, TAC, CAC and MPO Board following the production of a final draft of the study for input prior to producing a final report. This task includes the following specific subtasks:

- A. The Consultant will attend a BPCC, TAC, CAC and MPO meeting to present the results of the study as well as up to two additional public meetings at the discretion of the MPO staff if necessary.
- B. The Consultant will prepare maps, graphics, memo reports and handouts for staff to use at different times throughout the study to cover additional public involvement meetings. It is envisioned that much of this material will be what is produced as deliverables at the completion of each of the tasks.
- C. A draft and final report will be produced by the Consultant documenting the results of the study. A draft report will be submitted to the Lee MPO staff for review and comment prior to producing a final draft for distribution and presentation to the Committee's and the Board.

Deliverables: Draft and Final Reports, VISSIM model, A power point presentation documenting the feasibility analysis, results and traffic simulation.

SCHEDULE

It is anticipated that this study will be completed in eight (8) months from issuance of a Notice to Proceed date.

FEE ESTIMATE

The budget for this project shall not exceed \$400,000.

EXHIBIT A
COMPREHENSIVE LIST OF INTERSECTIONS FOR CONDUCTING ROUNDABOUT FEASIBILITY ANALYSIS

#	Intersection	Location	Ownership	Planned	Other Proposal	Comments	Traffic Control Type	Ultimate Improvements
1	Buckingham Ave @ Cemetary Rd	Buckingham	Lee County		X	Added at Jan 9, 2014 TAC Meeting	1 way stop (Cemetary)	
2	Buckingham Ave @ Gunnery Rd	Lehigh Acres	Lee County		X	Added at Jan 9, 2014 TAC Meeting	1 way stop (Gunnery)	
3	West Terry St @ Old 41	Bonita Springs	Bonita Springs		X	Added at Jan 9, 2014 TAC Meeting	Traffic Signal	
4	Larchmonte Ave @ Mcgregor	Fort Myers	Fort Myers	X		Project identified in Fort Myers Downtown Mobility Plan	1 way stop (Larchmonte)	
5	Altamonte Ave @ West First Street	Fort Myers	Fort Myers	X		Project identified in Fort Myers Downtown Mobility Plan	2 way stop (Altamonte)	
6	Edison Ave @Broadway	Fort Myers	Fort Myers	X		Project identified in Fort Myers Downtown Mobility Plan	Traffic Signal	Edison to be widened from 2 to 4 from 41 to Fowler
7	McGregor Blvd @ Barcelona Ave	Fort Myers	Fort Myers	X		Project identified in City of Fort Myers Traffic Calming Plan	1 way stop (Barcelona)	
8	Lee St @ MLK Jr. Blvd	Fort Myers	FDOT	X		Project identified in Fort Myers Downtown Mobility Plan	Traffic Signal	
9	Seaboard St @ 1st St (SR 80)	Fort Myers	FDOT	X		Project identified in Fort Myers Downtown Mobility Plan	Traffic Signal	First Street to be reconstructed as two way street with sidewalks and bike lanes
10	Joel Blvd @ SR 80	Lehigh Acres	FDOT		X		Traffic Signal	Joel Blvd to be widened from 2 to 4 lanes from N of E 17th St to SR 80
11	US 41 Ramps @ MLK/Main St/McGregor	Fort Myers	FDOT	X		Project identified in Fort Myers 2010 Downtown Plan	Traffic Signal	
12	Estero Blvd @ Times Square	Fort Myers Beach	Lee County		X		Traffic Signal	
13	Winkler Ave Ext @ Challenger Blvd	Fort Myers	Fort Myers	X			2 way stop (Challenger)	
14	Colonial Blvd @ McGregor Blvd	Fort Myers	FDOT		X		Traffic Signal	
15	New York/Tice St @ SR 80	Tice	FDOT		X	Added at Jan 9, 2014 TAC Meeting	Traffic Signal	
16	Ortiz Ave @ Tice St	Tice	Lee County		X	Added at Jan 9, 2014TAC Meeting	Traffic Signal	Ortiz to be either reconstructed as 2 lane facility with bike lanes and sidewalks, or widened to 4 lanes with bike ped facilities
17	Carrel Rd @ Broadway	Fort Myers	Fort Myers		X	Added at Feb 13, 2014 TMOc Meeting	Traffic Signal	
18	Michigan Ave Link @ Marsh Ave	Fort Myers	Fort Myers	X		Added at Feb 13, 2014 TMOc Meeting	1 way stop (Marsh)	
19	McGregor Blvd @ Virginia Ave	Fort Myers	Fort Myers	X		Added at City's Request on May 6, 2014	2 way stop (Challenger)	
20	Seaboard St @ 2nd St (SR 80)	Fort Myers	FDOT	X		Added at City's Request on May 6, 2014	2 way stop (Palm Ave/2nd St)	Second Street to be reconstructed as 2 or 4 lane with sidewalks and bike lanes

REVIEW AND APPROVAL OF THE LONG RANGE TRANSPORTATION PLAN GOALS AND OBJECTIVES

RECOMMENDED ACTION: Review and approval of the 2040 Long Range Transportation Plan (LRTP) goals and objectives.

Attached are the draft 2040 LRTP goals and objectives for the Board's consideration. For the 2040 LRTP update, staff has proposed a much shorter and easier to read version in comparison to previous LRTP plan updates. The goals and objectives have gone through the TAC and CAC twice and this version reflects the comments that have been made to date. The TAC and CAC, at their respective meetings on August 7th, unanimously approved this item and staff also recommends approval of this item.

L RTP Goals and Objectives

Metropolitan planning regulations require that in formulating the long range transportation plan, the MPO should provide for consideration of projects and strategies that consider the following nine (9) evaluation factors, as they relate to a minimum twenty (20) year forecast period:

- 1) Support the economic vitality of the United States, the States and Metropolitan planning areas, especially by enabling global competitiveness, productivity and efficiency;
- 2) Increase the safety of the transportation system for all users. The safety element shall incorporate or summarize priorities, goals counter measures or projects contained in the Strategic Highway Safety Plan (SHSP);
- 3) Increase the security of the transportation system for its users. The security element shall incorporate or summarize the priorities, goals or projects set forth in the transit safety and security planning review process, plans and programs;
- 4) Increase accessibility and mobility of people and freight;
- 5) Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- 6) Promote participation and coordination among interested public, tribal and private parties;
- 7) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- 8) Promote efficient system management and operation; and
- 9) Emphasis the preservation of the existing transportation system.

The draft Goals and Objectives are provided below.

GOAL 1: Enhance the safety and security of the transportation system for both motorized and non-motorized users.

GOAL 2: A transportation system that offers meaningful transportation choices for existing and future residents, visitors and businesses.

GOAL 3: A transportation system that is financially feasible and uses the best available technology to improve the efficiency of the system.

GOAL 4: A transportation system that is sensitive to the community's health, the community character and the environment.

GOAL 5: A sustainable transportation system that supports the economic competitiveness of the region.

GOAL 6: A transportation system that manages congestion and enhances connectivity between modes to keep people and goods moving.

GOAL 7: A transportation system that is coordinated through local, regional and state agencies and encourages quality growth and sustainable land development practices.

- OBJECTIVE 1 Adopt a fix it first policy in directing transportation funding. Initial focus should always be on the maintenance or improvement of existing facilities.
- OBJECTIVE 2 Develop sustainable and predictable funding sources that encourage funding for all modes of transportation.
- OBJECTIVE 3 Consider how transportation policies, programs and investment strategies affect the overall health of people and the environment including air quality, physical activity and natural resources.
- OBJECTIVE 4 Provide opportunities and define roles for all types of organizations and or individuals to assist in the implementation of programs and projects.
- OBJECTIVE 5 Improve the sustainability of the community by investing in non-automobile access to jobs, retail, recreation and other community amenities in a safe and secure manner.
- OBJECTIVE 6 Support an integrated transportation system with efficient connections between modes.
- OBJECTIVE 7 Reduce fatalities and serious injuries for both motorized and non-motorized users through engineering, education and enforcement activities.
- OBJECTIVE 8 Enhance the connectivity to essential services for elderly populations, persons with disabilities and the transportation disadvantaged.
- OBJECTIVE 9 Construct and maintain multi-modal infrastructure with the intent of minimizing their life cycle costs.
- OBJECTIVE 10 Reduce and minimize congestion and delay by implementing Intelligent Transportation Systems and Transportation Demand Management technologies and programs.

**REVIEW AND APPROVAL OF AN EXTENSION TO
THE EXECUTIVE DIRECTOR CONTRACT**

RECOMMENDED ACTION: Review and approval of a two year extension to the Executive Director contract.

The contract with the Executive Director expires on January 30, 2015 and the agreement can be extended for a two year period by mutual agreement of the MPO and the Executive Director. Prior to the June MPO Executive Committee meeting, the Chair recommended that the agreement be reviewed by the MPO Attorney to ensure consistency with current contract requirements. The first attachment includes the updated contract language recommended by the MPO Attorney. The Executive Director has not requested any additional changes to the terms of the agreement (the change to the salary in section 4 matches the 3% increase that was received in February of this year) and has indicated to the MPO Chair and the Executive Committee that he would like to extend the agreement through January 30, 2017.

**RENEWAL AND MODIFICATION OF EMPLOYMENT AGREEMENT
BY AND BETWEEN LEE METROPOLITAN PLANNING ORGANIZATION
AND DONALD L. SCOTT**

WHEREAS, the Lee Metropolitan Planning Organization (hereinafter “MPO”) and Donald L. Scott (hereinafter “Employee”) entered into an Employment Agreement dated February 1, 2012; and

WHEREAS, the parties desire to renew or extend that Agreement and modify or add certain provisions to said Agreement as provided in Section 2 of the original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION ONE: Contract Renewal

The Parties agree to renew or extend the employment of Scott for a term of two (2) years, commencing on January 31, 2015 and terminating on January 30, 2017.

SECTION TWO: Additional or Modified Terms

The parties agree to modify or add the following terms to the Employment Agreement (deletions are indicated by strikethrough and additions are indicated by underline):

“Section 2: Term,” paragraph “A.” is hereby modified as follows:

A. Employee agrees to remain in the exclusive employ of the MPO from the effective date of this Agreement until January 30, ~~2015~~ 2017; and ~~neither to~~ Employee will not accept other employment nor to become employed by another employer until termination of employment pursuant to this Agreement, except as provided in Section 7.

“Section 4: Compensation”, paragraph “A.” is hereby modified as follows:

A. Employee shall receive the sum of One hundred and ~~one~~ four thousand one hundred ~~fifty six~~ sixty six dollars (~~\$101,150~~) (\$104,166) base pay annually, payable in bi-weekly installments.

“Section 16: Termination” is hereby modified as follows:

...
B. The employee may be removed, on public notice given seven (7) days in advance by a 2/3 majority vote of the members of the members of the MPO. In the event the Employee is terminated under this provision then the MPO shall pay the employee a lump sum cash payment equal to three (3) month’s aggregate salary, as Severance Pay, as well as any accrued paid time off up to the limits noted in the MPO’s adopted personnel procedure manual. If the Employee is terminated due to violation of the Florida Ethics Code, any state or federal felony, ~~or~~ any federal ethics regulation applicable to federal funds recipients, or if Employee is terminated for “misconduct” as defined in Section

~~443.036(29), Florida Statutes, then, and only in that event, the MPO shall have no obligation to pay the severance sum~~ Employee shall not be entitled to any Severance Pay.

Termination Due to Disability. If Employee is unable to perform his duties for any reason, including, but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued leave, MPO shall have the option to terminate this Agreement and Employee's employment. Disabled, for purposes of this Agreement, means that Employee, due to illness or injury, is unable to perform the essential functions of his position after reasonable accommodation has been made by the MPO. If Employee is terminated due to disability, he shall not be entitled to severance pay, but would be entitled to payment for any accrued but unpaid annual leave.

"Section 18: Resignation" is hereby modified as follows:

In the event Employee voluntarily resigns his position with the MPO before expiration of his employment, then Employee shall give the MPO forty-five (45) days advance written notice. If the Employee voluntarily resigns, providing MPO with less than forty-five (45) days' notice employee shall forfeit any payment for accrued leave otherwise due and owing. If Employee resigns pursuant to this section, Employee shall not be entitled to any Severance Pay, but is entitled to payment for all paid leave that has accrued but not been used through the date of termination.

"Section 19: Indemnification" is hereby modified as follows:

~~The MPO shall, as to Employee's good faith performance of his duties under this agreement, defend, save harmless and indemnify the Employee against any tort, professional liability or other claim, demand, judgment or other legal action, including costs and attorneys' fees thereto whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties as Executive Direct, subject to the limits found in Florida Statutes.~~

Subject to any limitations imposed by Florida Law, the MPO shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, arising out of any alleged act or omission of Employee while acting within the course and scope of his duties as Director. Employee agrees to promptly notify MPO of any actual or threatened claims arising out of or as a result of his employment with MPO.

"Section 21: General Provisions" is hereby modified as follows:

...

B. If any provision of the agreement, or any part thereof, is held to be unconstitutional, invalid or unenforceable, the remainder shall be deemed severable, shall not be affected and shall remain in full force and effect. If any provision(s) of this Agreement is declared invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect and shall be construed in a fashion which gives meaning to all of the other terms of this Agreement to permit enforcement to the maximum extent allowed by law.

...

E. This Agreement expressly supersedes all practices, understandings, and agreements, whether written or oral, not specifically set forth in this Agreement. This Agreement constitutes the entire agreement between MPO and Employee.

F. The rights and obligations herein granted are personal in nature and cannot be transferred by Employee except as provided in any of the benefits Employee is entitled to under this Agreement.

SECTION THREE: REMAINDER UNCHANGED

The remaining provisions of the Employment Agreement between Employee and the MPO dated February 1, 2012 shall remain unchanged.

IN WITNESS WHEREOF, the parties below have caused this Renewal and Modification of Employment Agreement to be duly executed on _____, 2014.

LEE METROPOLITAN PLANNING ORGANIZATION

EMPLOYEE

By: _____
Stephen McIntosh, Chair

Donald L. Scott

EMPLOYMENT AGREEMENT BY AND BETWEEN

LEE METROPOLITAN PLANNING ORGANIZATION AND DONALD L. SCOTT

WHEREAS, the Lee Metropolitan Planning Organization (hereinafter "MPO") is a regional planning agency created by interlocal agreement and empowered by law to employ staff by contract; and

WHEREAS, it is the desire of the MPO to provide certain benefits to; establish certain conditions of employment for and set working conditions of the Employee; and

WHEREAS, it is the desire of the MPO to (1) to secure and retain the services of the Employee and to provide inducement for him to remain in such employment; (2) make possible full work productivity by securing the Employee's morale and peace of mind with respect to future security; and (3) provide a just means for terminating the Employee's services; and

WHEREAS, the Employee desires to accept employment as the Executive Director of said MPO.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Duties

The MPO agrees to employ Employee as its Executive Director, and Employee agrees to perform the functions and duties thereof, as may now and in the future be required in Interlocal Agreement, Personnel Policy, Section 339.175, Florida Statutes, and any other applicable laws of Florida, and to perform such other legally permissible and proper duties and functions as the MPO shall from time to time assign. Until so amended, the role and duties of the Executive Director shall include but not be limited to the following:

- A. The Employee shall act as the Chief Administrative Officer of the MPO, directly reporting and responsible to the MPO Board and responsible for the day to day implementation of MPO programs and activities including MPO staff selection and supervision. The Employee shall devote full time efforts to the MPO and its mission. The Employee shall also direct and supervise professional service providers engaged by the MPO.
- B. Formulate and prepare recommendations regarding policies, rules and regulations, directives, programs, agreements, and all other documents which require consideration, action or approval of the MPO.
- C. Prepare annual budgets and the annual reports for approval of the MPO.
- D. The Employee agrees to perform all such functions and duties, faithfully, competently, professionally and promptly to the best of the Employee's ability.
- E. The Employee shall be authorized to secure Florida Department of Transportation approval for amendment of Unified Planning Work Program (UPWP) tasks which change the dollar value by an amount less than or equal to \$25,000, and which do not change the scope of the total approved funds for the UPWP. Any amendment of the UPWP greater than \$25,000 will require the approval of the MPO Board.

Section 2: Term

A. Employee agrees to remain in the exclusive employ of the MPO from the effective date of this Agreement until January 30, 2015; and neither to accept other employment nor to become employed by any other employer until termination of employment pursuant to this Agreement, except as provided in Section 7.

B. Neither party, on their own, has any right to renew or extend this Agreement. However, on or before July 1st of the year immediately preceding the then ending year of this Agreement, including any applicable extensions, the term of this Agreement may be extended for a period of two (2) years by the mutual written agreement of the MPO and the Employee. Although both parties retain the right not to extend this Agreement with or without reason or cause, it is contemplated that the MPO will base its decision on the question of whether or not to grant the extension of the term of this Agreement on (1) the Employee's performance and (2) the Employee's ability to successfully achieve goals mutually developed and agreed to by the Employee and the MPO.

C. Elements of this Agreement may be changed at any time when mutually agreed upon in writing by the MPO and the Employee.

Section 3: Expiration, Extension and Modification

The Parties agree that this Agreement shall expire of its own accord at the end of the initial term set forth in Section 2. However, the Parties may extend same for additional terms upon negotiations and agreement of levels of compensations. Such extension(s) shall be reflected by from action of the MPO, reflecting in its record the compensation awarded. Notwithstanding the foregoing, the Parties may negotiate revisions or amendments to this Agreement at any time.

Section 4: Compensation

The MPO shall compensate the Employee for his services as follows:

A. Employee shall receive the sum of One hundred and one thousand one hundred fifty dollars (\$101,150) base pay annually, payable in bi-weekly installments.

B. The MPO and Employee shall negotiate in good faith to establish, within one hundred and twenty (120) days after execution of this Agreement, a performance-based merit plan through which the Employee may be eligible for a merit adjustment upon the successful completion of measurable goals and objectives to be completed or attained by the Employee during each fiscal year of this Agreement. The percentage of any annual performance-based merit adjustment to the Employee's base pay or such one-time lump sum amount shall be set by the MPO Board Executive Committee.

C. On the date that general wage adjustments (i.e., cost of living adjustments) are granted generally to MPO employees, the Employee's base salary shall likewise be modified to reflect such general wage adjustments.

Section 5: Performance Evaluation

The MPO shall review and evaluate the performance of the Employee in accordance with the performance based merit plan as provided in Section 4. Written evaluations based on said performance plan will be provided by each voting MPO Board member to Employee prior to September 1st, 2012, and prior to each September 1st thereafter for the term of this Agreement. A summary of all evaluations will be prepared by the MPO Board Chair and Employee including any recommended merit wage adjustment consistent with the procedure stated in Section 4 and presented to the MPO Board Executive Committee. If the MPO Board Executive Committee approves a merit wage adjustment, it will become effective upon the date the MPO Board approves the merit wage adjustment and will be processed with the Employee's next regular scheduled paycheck. An updated performance merit plan for Employee will be developed in good faith between the MPO and Employee and adopted by the MPO prior to December 1st of each year of the Agreement, following the first year of the Agreement

Section 6: Hours of Work

It is recognized that the Employee must devote a great deal of time outside normal office hours (Monday through Friday from 8:00am to 5:00pm) to the business of the MPO an

d, in recognition of that fact, the Employee's hours will be flexible within reasonable bounds. Except as otherwise directed by the MPO, the manner and means of performance of the duties herein shall be determined by the Employee. All acts performed by the Employee, explicitly or implicitly, on behalf of the MPO, within the scope of this employment, shall be deemed authorized by the MPO as its agent, except that any act which constitutes willful misconduct or which may be unlawful shall be deemed to be an individual act of the Employee without authority of the MPO.

Section 7: Outside Activities

The employee agrees to remain in exclusive employ of the MPO while in its employ, unless the MPO authorizes limited outside employment not in conflict with the Employee's duty with the MPO.

Section 8: Automobile

In lieu of mileage reimbursement for use of Employee's personal vehicle for MPO business with Charlotte, Collier, Hendry & Lee counties, the MPO shall provide to the Employee a motor vehicle allowance of \$250.00 per month. Employee will also be entitled to reimbursement at the approved State of Florida mileage rate for travel outside Charlotte, Collier, Hendry & Lee counties. Employee shall be responsible for any employee payroll taxes imposed upon this vehicle allowance benefit in accordance with applicable law.

Section 9: Travel and Travel Expenses

All overnight travel by the Employee shall be approved by the MPO Chair or Vice-Chair. Travel expenses will be paid or reimbursed in accordance with applicable Florida Statutes and the policies of the MPO. All travel reimbursement requests will utilize the approved FDOT travel form.

Section 10: Communication Equipment

It is recognized by the Parties that the Employee will frequently travel during the execution of his duties and that the ability to maintain communications with staff and other officials at all times is important to the operation of the MPO, but that carrying two cellular phones can be burdensome. Therefore, the MPO agrees to provide Employee a monthly stipend of \$45.00 toward the use of his personal cellular telephone for MPO business. The Employee shall select a phone with modern capabilities such as text messaging and internet access capability, to effectively engage in remote communications.

Section 11: Dues and Subscriptions

To the extent permitted by Florida and Federal laws and policies, the MPO agrees to pay the dues and subscriptions of the Executive Director necessary for full participation in national, regional, state and local government and professional associations and organizations necessary and desirable for the good of the MPO, subject to its approved annual budget.

Section 12: Professional Development

A. The MPO agrees to pay the registration, travel and subsistence expenses of the Executive Director, to the extent permitted by Florida and Federal laws and policies, for professional and official travel, meetings and occasions, adequate to continue the professional development of the Executive Director, and to adequately pursue necessary official and other functions, subject to its approved annual budget.

B. The MPO agrees to pay for the registration, travel and related expenses of the Executive Director, to the extent permitted by Florida and Federal laws and policies, for short courses, institutes and seminars that are necessary for his professional development and for the good of the MPO.

Section 13: Comprehensive Benefit Package

A. Employee is a salaried full time employee qualified under the laws relating to the Florida Retirement System and, except as modified herein, shall be entitled to all benefits and prerogatives of other MPO employees, as set forth in the MPO Personnel Policy, except as may be supplemented or modified in this agreement.

B. The Employee shall be eligible for participation in the Senior Management Service Class for the purpose of retirement benefits in the Florida Retirement System

C. The MPO shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and condition are not inconsistent with or in conflict with the provisions of this agreement or Florida and Federal laws.

D. All provisions of law and regulations and rules of the MPO's Personnel Policy relating to personal time off, holidays and other fringe benefits as they now exist or as they may hereafter be amended, also shall apply to the Employee as they would to other employees of the MPO, in addition to said benefits enumerated herein specifically for the benefit of the Employee.

E. Employee shall not use more than one week at a time of paid time off without prior approval of the MPO Chair or Vice-Chair.

F. This agreement shall be administered so that the Employee shall not experience any gap in salary payments or other benefits.

Section 14: Rule of Conduct

The Employee shall be governed by the rules of conduct, policies and directives from time to time adopted by the MPO on the same basis as other MPO employees.

Section 15: Suspension

The MPO Board may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

A. A majority of the MPO and Employee agree, or

B. After a public hearing, a majority of the MPO votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the MPO's members bringing such charges. Just cause shall include only willful misconduct or willful failure or disregard of employee's duties under this Employment Agreement.

Section 16: Termination

Employee shall serve at the will and pleasure of the MPO governing board and may be terminated at any time for any or no reason, subject to the termination procedure and pay provisions outlined herein. This Agreement may be terminated as follows:

A. At any time by mutual agreement of the Parties thereafter.

B. The Employee may be removed, on public notice given seven (7) days in advance by a 2/3 majority vote of the members of the MPO. In the event the Employee is terminated under this provision then the MPO shall pay the Employee a lump sum cash payment equal to three (3) month's aggregate salary as well as any accrued paid time off up to the limits noted in the MPO's adopted personnel procedure manual. If the Employee is terminated due to violation of the Florida Ethics Code, any state or federal felony, or any federal ethics regulation applicable to federal funds recipients, then, and only in that event, the MPO shall have no obligation to pay the severance sum.

C. In the event that Employee's employment with the MPO terminates as a result of the expiration of the term of the Agreement, Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment for accrued Paid Time Off "PTO" in accordance with MPO policies which are applicable to non-bargaining unit employees at that time.

D. Severance Pay and/or pay for accrued PTO shall be paid within 30 working days of termination.

Section 17: Disability

If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave, the MPO shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 16, together with payment of all other accrued benefits he may be entitled to under the Florida Retirement System and Personnel Policy as adopted by the MPO.

Section 18: Resignation

In the event Employee voluntarily resigns his position with the MPO before expiration of his employment, then Employee shall give the MPO forty-five (45) days advance written notice. If Employee voluntarily resigns, providing MPO with less than forty-five (45) days notice, Employee shall forfeit any payment for accrued leave otherwise due and owing. If the MPO Board opts to relieve the Employee of duties following the Employee written notice, the provisions of Section 16B shall apply.

Section 19: Indemnification

The MPO shall, as to Employee's good faith performance of his duties under this agreement, defend, save harmless and indemnify the Employee against any tort, professional liability or other claim, demand, judgment or other legal action, including costs and attorneys' fees thereto whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties as Executive Direct, subject to the limits found in Florida Statutes.

Section 20: Notices

Notices pursuant to this Agreement shall be in writing, transmitted by personal service or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) AUTHORITY: Lee MPO
815 Nicholas Parkway
Cape Coral, Florida 33991

(2) EMPLOYEE: Donald L. Scott
2201 41st Terrace SW
Naples, Florida 34116

Notices shall be deemed effective upon delivery or receipt.

Section 21: General Provisions

A. This agreement is made to the benefit of the Parties thereto and is not and shall not be construed to have been entered into for the benefit of any other third party.

B. If any provision of this agreement, or any part thereof, is held to be unconstitutional, invalid or unenforceable, the remainder shall be deemed severable, shall not be affected and shall remain in full force and effect.

C. This Agreement shall be deemed to have been made in Lee County, and shall be governed by and construed under the laws of the State of Florida. The parties shall attempt in good faith to resolve any dispute concerning this Agreement through negotiation between authorized representatives. If these efforts are not successful, either party may then file an action in the Circuit Court of Lee County, which shall be the exclusive venue with respect to any disputes arising out of this Agreement.

D. Employee understands and agrees that as a Florida government agency without taxing authority and funded instead by certain tax dollars appropriated to it by the state and federal government, the MPO does not have the authority to expend funds not available to it, and that its obligation to pay the compensation and benefits contained in this Agreement shall be limited to the availability of such funds. The MPO understands and agrees that should it cease to have funds available to it which could be used to pay Employee the compensation and benefits contained in this Agreement, Employee shall be excused from any required performance under this Agreement until such funds become available and Employee resumes being compensated. If funds do not become available within a 45 day time period, either party may terminate this agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties below have caused this Agreement to be duly executed on February 1, 2012.

LEE MPO

EMPLOYEE

BY:



Bob Raymond, Chair



Donald L. Scott

MPOAC MEETING UPDATE

Discussion Item:

The MPO staff and Councilman Burch will give an overview of the MPOAC meeting that was held at the Sanibel Harbor Marriott Resort on July 24, 2014. **Attached** is the 2014 State Legislation Summary that was included in our packet.

**Florida Metropolitan Planning
Organization Advisory Council**



2014 Summary of State Legislation

May 27, 2014

Table of Contents

An Act Relating to the Department of Transportation (HB 7175)	Page
Mid-Bay Bridge Authority monitoring	1
Strategic airport investments	1
Lease-purchase agreements	1
State park access roads	2
Concession agreements	2
Conveyance of property	3
Electronic toll and video billing	4
Lease of wireless communication facilities	5
MPO membership	6
Parking meter revenue study	7
An Act Relating to Transportation (HB 7005)	
Intermodal Logistics Center Infrastructure Support Program	9
Automated license plate recognition system	9
Driving speeds	9
Bus stopping and loading	10
Sanitation or utility service vehicles	10
Vehicles equipped with autonomous technology	10
Port district roads	11
Ignition interlock device use study	11
Traffic signal or traffic control devices	12

An Act Relating to Bicycle and Pedestrian Ways (SB 2514)

Interconnected multiuse trails funding

12

An Act Relating to the Rental Car Surcharge (HB 343)

Car-sharing service alternative surcharge

13

2014 Summary of State Transportation Legislation

An Act Relating to the Department of Transportation (HB 7175)

Section 2 (s. 20.23, F.S.)

- **Provides for the Florida Transportation Commission (FTC) to monitor certain aspects of the Mid-Bay Bridge Authority and repeals provisions for the Florida Statewide Passenger Rail Commission.**
 - “The commission shall ... Monitor the efficiency, productivity, and management of the authorities created under chapters 348 and 349, including any authority formed using part I of chapter 328; the Mid-Bay Bridge Authority re-created pursuant to chapter 2000-411, Laws of Florida; and any authority formed under chapter 343. The commission shall also conduct periodic reviews of each authority’s operations and budget, acquisition of property, management of revenue and bond proceeds, and compliance with applicable laws and generally accepted accounting principles.”

Section 5 (s. 332.075, F.S.)

- **Authorizes the Florida Department of Transportation to fund strategic airport investments and provides criteria for such funding.**
 - “The department may fund strategic airport investment projects at up to 100 percent of the project’s cost if:
 - a) Important access and on-airport capacity improvements are provided;
 - b) Capital improvements that strategically position the state to maximize opportunities in international trade, logistics, and the aviation industry are provided;
 - c) Goals of an integrated intermodal transportation system for the state are achieved; and
 - d) Feasibility and availability of matching funds through federal, local, or private partners are demonstrated.

Section 6 (s. 334.044, F.S.)

- **Prohibits the Department of Transportation from entering into a lease-purchase agreement with an expressway authority, a regional transportation authority or other entity, but provides that certain lease-purchase agreements are not invalidated by this change in statute. Provides an exception from a requirement in law to purchase all plant materials from Florida commercial nursery stock.**
 - “Notwithstanding any other provision of law, the department may not enter into a lease-purchase agreement with an expressway authority, regional transportation

authority, or other entity. This paragraph does not invalidate a lease-purchase agreement authorized under chapter 348 or chapter 2000-411, Laws of Florida, existing as of July 1, 2013, and does not limit the department's authority under s. 334.30."

- "To the greatest extent practical, at least 50 percent of the funds allocated under this subsection shall be allocated for large plant materials and the remaining funds for other plant materials. Except as prohibited by applicable federal law or regulation, all plant materials shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis."

Section 7 (s. 335.06, F.S.)

Note: legislative language to the same effect is contained in Section 4 of SB 218, also passed by the 2014 Florida Legislature

- **Provides for improvement and maintenance of certain roads that provide access to the state park system.**
 - "Any road that provides access to property within the state park system shall be maintained by the department if the road is a part of the State Highway System and may be improved and maintained by the department if the road is part of a county road system or city street system. If the department does not maintain a county or city road that provides access to the state park system, the road shall be maintained by the appropriate county or municipality."

Section 8 (s. 335.065, F.S.)

- **Authorizes the Department of Transportation to enter into concession agreements on multiuse trails and related facilities for commercial sponsorship displays and provides for the use of agreement revenues. Also provides that all such agreements are subject to applicable federal laws.**
 - "The department, in cooperation with the Department of Environmental Protection, shall establish a statewide integrated system of bicycle and pedestrian ways in such a manner as to take full advantage of any such ways which are maintained by any governmental entity. The department may enter into a concession agreement with a not-for-profit entity or private sector business or entity for commercial sponsorship displays on multiuse trails and related facilities and use any concession agreement revenues for the maintenance of the multiuse trails and related facilities. Commercial sponsorship displays are subject to the requirements of the Highway Beautification Act of 1965 and all federal laws and agreements, when applicable."

Section 12 (s. 337.25, F.S.)

- **Authorizes the Department of Transportation to contract for auction services for the conveyance of property. Revises provisions for the disposition of property by Florida Department of Transportation.**
 - “The department may contract pursuant to s. 287.055 for auction services used in the conveyance of real or personal property or the conveyance of leasehold interests under subsections (4) and (5). The contract may allow for the contractor to retain a portion of the proceeds as compensation for the contractor's services.”
 - “The department may convey, in the name of the state, any land, building, or other property, real or personal, which was acquired under subsection (1) and which the department has determined is not needed for the construction, operation, and maintenance of a transportation facility”.
 - “When such a determination has been made, property may be disposed of through negotiations, sealed competitive bids, auctions, or any other means the department deems to be in its best interest, with due advertisement for property valued by the department at greater than \$10,000. A sale may not occur at a price less than the department's current estimate of value, except as provided in paragraphs (a)-(d). The department may afford a right of first refusal to the local government or other political subdivision in the jurisdiction in which the parcel is situated, except in a conveyance transacted under paragraph (a), paragraph (c), or paragraph (e).”
 - a) “If the property has been donated to the state for transportation purposes and a transportation facility has not been constructed for at least 5 years, plans have not been prepared for the construction of such facility, and the property is not located in a transportation corridor, the governmental entity may authorize reconveyance of the donated property for no consideration to the original donor or the donor's heirs, successors, assigns, or representatives.”
 - b) “If the property is to be used for a public purpose, the property may be conveyed without consideration to a governmental entity.”
 - c) “If the property was originally acquired specifically to provide replacement housing for persons displaced by transportation projects, the department may negotiate for the sale of such property as replacement housing. As compensation, the state shall receive at least its investment in such property or the department's current estimate of value, whichever is lower. It is expressly intended that this benefit be extended only to persons actually displaced by the project. Dispositions to any other person must be for at least the department's current estimate of value.”
 - d) “If the department determines that the property requires significant costs to be incurred or that continued ownership of the property exposes the department to significant liability risks, the department may use the projected maintenance costs over the next 10 years to offset the property's

value in establishing a value for disposal of the property, even if that value is zero”

- e) “If, at the discretion of the department, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for the department’s current estimate of value.”
- o “The department may convey a leasehold interest for commercial or other purposes, in the name of the state, to any land, building, or other property, real or personal, which was acquired under subsection (1). However, a lease may not be entered into at a price less than the department’s current estimate of value. The department’s estimate of value shall be prepared in accordance with department procedures, guidelines, and rules for valuation of real property, the cost of which shall be paid by the party seeking the lease of the property.”
 - a) “A lease may be accomplished through negotiations, sealed competitive bids, auction, or any other means the department deems to be in its best interest.”
 - b) “If, at the discretion of the department, a lease to a person other than an abutting property owner or tenant with a leasehold interest in the abutting property would be inequitable, the property may be leased to the abutting owner or tenant for at least the department’s current estimate of value.”
 - c) “A lease signed pursuant to paragraph (a) may not be for more than 5 years; however, the department may renegotiate or extend such a lease for an additional 5 years as the department deems appropriate.”
 - d) “Each lease shall provide that, unless otherwise directed by the lessor, any improvements made to the property during the lease shall be removed at the lessee’s expense.”
 - e) “If property is to be used for a public purpose, the property may be leased without consideration to a governmental entity. A lease for a public purpose is exempt from the term limits in paragraph (c).”

Section 14 (s. 338.161, F.S.)

- **Revises provisions authorizing the Florida Department of Transportation to use its electronic toll collection and video billing systems to collect certain charges for an owner of a transportation facility.**
 - o “If the department finds that it can increase nontoll revenues or add convenience or other value for its customers, and if a public or private transportation facility owner agrees that its facility will become interoperable with the department’s electronic toll collection and video billing systems, the department may enter into an agreement with the owner of such facility under which the department uses its electronic toll collection and video billing systems to collect and enforce for the owner tolls, fares, administrative fees, and other applicable charges due in connection with use of the owner’s facility...”

Section 16 (Creates s. 339.041, F.S.)

Note: legislative language to the same effect is contained in Section 4 of SB 218, also passed by the 2014 Florida Legislature

- **Provides legislative intent to increase funding for capital expenditures for the transportation system from revenues generated through leases for wireless communication facilities on Florida Department of Transportation property. Authorizes the Florida Department of Transportation to enter into agreements with investors to purchase the revenue streams from department leases of wireless communication facilities on such property pursuant to an invitation to negotiate. Prohibits the Florida Department of Transportation from pledging state credit, the general revenues or the taxing power of the state to support such agreements. Allows the Florida Department of Transportation to make certain covenants related to such agreements. Provides for the appropriation and payment of moneys received from such agreements to investors and requires the proceeds from such leases to be used for certain fixed capital expenditures.**
 - **“The Legislature finds that efforts to increase funding for capital expenditures for the transportation system are necessary for the protection of the public safety and general welfare and for the preservation of transportation facilities in this state. It is, therefore, the intent of the Legislature to:**
 - a) **Create a mechanism for factoring future revenues received by the department from leases for wireless communication facilities on department property on a nonrecourse basis;**
 - b) **Fund fixed capital expenditures for the statewide transportation system from proceeds generated through this mechanism; and**
 - c) **Maximize revenues from factoring by ensuring that such revenues are exempt from income taxation under federal law in order to increase funds available for capital expenditures.”**
 - **“The department may solicit investors willing to enter into agreements to purchase the revenue stream from one or more existing department leases for wireless communication facilities on property owned or controlled by the department through the issuance of an invitation to negotiate. Such agreements shall be structured as tax-exempt financings for federal income tax purposes in order to result in the largest possible payout.”**
 - **“The department may not pledge the credit, the general revenues, or the taxing power of the state or of any political subdivision of the state. The obligations of the department and investors under the agreement do not constitute a general obligation of the state or a pledge of the full faith and credit or taxing power of the state. The agreement is payable from and secured solely by payments received from department leases for wireless communication facilities on property owned or controlled by the department, and the state or any state agency does not have any liability beyond such payments.”**

- “The department may make any covenant or representation necessary or desirable in connection with the agreement, including a commitment by the department to take whatever actions are necessary on behalf of investors to enforce the department's rights to payments on property leased for wireless communications facilities. However, the department may not guarantee that revenues actually received in a future year will be those anticipated in its leases for wireless communication facilities. The department may agree to use its best efforts to ensure that anticipated future-year revenues are protected. Any risk that actual revenues received from department leases for wireless communications facilities will be lower than anticipated shall be borne exclusively by investors.”
- “Subject to annual appropriation, the investors shall collect the lease payments on a schedule and in a manner established in the agreements entered into pursuant to this section between the department and the investors. The agreements may provide for lease payments to be made directly to investors by lessees if the lease agreements entered into by the department and the lessees pursuant to s. 365.172(12)(f) allow direct payment.”
- “Proceeds received by the department from leases for wireless communication facilities shall be deposited in the State Transportation Trust Fund created under s. 206.46 and used for fixed capital expenditures for the statewide transportation system.”

Section 17 (s. 339.175, F.S.)

- **Revises membership and governance requirements of Metropolitan Planning Organizations including increasing the maximum voting membership to 25, clarifying the proportional representation of County Commissioners on an MPO, permitting voting representation by a group of general-purpose local governments through an entity created by and MPO for that purpose, and permitting voting membership for modal authorities or other transportation agencies not under the jurisdiction of a general-purpose local government represented on the MPO. Also, revises the powers and duties of the Metropolitan Planning Organization Advisory Council to establish bylaws by action of its governing board or by rule pursuant to ss. 120.536(1) and 120.54.**
 - “The voting membership of an M.P.O. shall consist of at least 5 but not more than 25 apportioned members, with the exact number determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations. In accordance with 23 U.S.C. s. 134, the Governor may also allow M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area which do not have members on the M.P.O. With the exception of instances in which all of the county commissioners in a single-county M.P.O. are members of the M.P.O. governing board, county commissioners shall compose at least one-third of the M.P.O. governing board membership. A multicounty M.P.O. may satisfy this requirement by any combination of county commissioners from each

of the counties constituting the M.P.O. Voting members shall be elected officials of general-purpose local governments, one of whom may represent a group of general-purpose local governments through an entity created by an M.P.O. for that purpose..."

- "In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are or will be performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the M.P.O., such authorities or other agencies may be provided voting membership on the M.P.O. In all other M.P.O.'s in which transportation authorities or agencies are to be represented by elected officials from general-purpose local governments, the M.P.O. shall establish a process by which the collective interests of such authorities or other agencies are expressed and conveyed."
- "Each M.P.O. shall review the composition of its membership in conjunction with the decennial census, as prepared by the United States Department of Commerce, Bureau of the Census, and with the agreement of the Governor and the affected general-purpose local government units that constitute the existing M.P.O., reapportion the membership as necessary to comply with subsection (3)..."
- "The powers and duties of the Metropolitan Planning Organization Advisory Council are to ... Establish bylaws by action of its governing board providing procedural rules to guide its proceedings and consideration of matters before the council, or, alternatively, adopt rules pursuant to ss. 120.536(1) and 120.54 to implement provisions of law conferring powers or duties upon it."

Section 47 (no statute number specified)

- **Directs the Florida Transportation Commission to study the potential for state revenue from parking meters and other parking time-limit devices and authorizes the Commission to retain experts for this purpose while requiring the Florida Department of Transportation to pay for the experts. Requires certain information from municipalities and counties be provided for the purposes of the study and for certain information to be considered in the study. Requires that the Florida Transportation Commission produce a written report outlining the findings of the study. Provides for the removal of parking meters and parking time-limit devices if a municipality or county does not provide information requested as part of the study and stipulates that municipalities and counties shall be required to pay the cost of such removal. Provides for a moratorium on new parking meters or other parking time-limit devices on the state right-of-way pending the completion of the study.**
- "The Florida Transportation Commission shall conduct a study of the potential for the state to obtain revenue from any parking meters or other parking time-limit devices that regulate designated parking spaces located within or along the right-of-way limits of a state road. The commission may retain such experts as are reasonably necessary to complete the study, and the department shall pay the

expenses of such experts. On or before August 31, 2014, each municipality and county that receives revenue from any parking meters or other parking time-limit devices that regulate designated parking spaces located within or along the right-of-way limits of a state road shall provide the commission a written inventory of the location of each such meter or device and the total revenue collected from such locations during the last 3 fiscal years. Each municipality and county shall at the same time inform the commission of any pledge or commitment by the municipality or county of such revenues to the payment of debt service on any bonds or other debt issued by the municipality or county. The commission shall consider the information provided by the municipalities and counties, together with such other matters as it deems appropriate, and shall develop policy recommendations regarding the manner and extent that revenues generated by regulating parking within the right-of-way limits of a state road may be allocated between the department and municipalities and counties. The commission shall develop specific recommendations concerning the allocation of revenues generated by meters or devices regulating such parking that were installed before July 1, 2014, and the allocation of revenues that may be generated by meters or devices installed thereafter. The commission shall complete the study and provide a written report of its findings and conclusions to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of each of the appropriations committees of the Legislature by October 31, 2014.”

- “If, by August 31, 2014, a municipality or county does not provide the information requested by the commission, the department is authorized to remove the parking meters or parking time-limit devices that regulate designated parking spaces located within or along the right-of-way limits of a state road, and all costs incurred in connection with the removal shall be assessed against and collected from the municipality or county.”
- “The Legislature finds that preservation of the status quo pending the commission's study and the Legislature's review of the commission's report is appropriate and desirable. From July 1, 2014, through July 1, 2015, no county or municipality shall install any parking meters or other parking time-limit devices that regulate designated parking spaces located within or along the right-of-way limits of a state road. This subsection does not prohibit the replacement of meters or similar devices installed before July 1, 2014, with new devices that regulate the same designated parking spaces.”

An Act Relating to Transportation (HB 7005)

Section 2 (s. 311.101, F.S.)

- **Revises the amount of funds to be made available annually from the State Transportation Trust Fund for the Intermodal Logistics Center Infrastructure Support Program.**
 - **“Beginning in fiscal year 2014-2015, at least \$5 million per year shall be made available from the State Transportation Trust Fund for the program. The Department of Transportation shall include projects proposed to be funded under this section in the tentative work program ...”**

Section 4 (creates s. 316.0778, F.S.)

- **Defines the term "automated license plate recognition system" and requires the Department of State to consult with the Department of Law Enforcement in establishing a retention schedule for records generated by the use of an automated license plate recognition system.**
 - **“As used in this section, the term "automated license plate recognition system" means a system of one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of license plates into computer-readable data.”**
 - **In consultation with the Department of Law Enforcement, the Department of State shall establish a retention schedule for records containing images and data generated through the use of an automated license plate recognition system. The retention schedule must establish a maximum period that the records may be retained.”**

Section 5 (s. 316.061, F.S.)

- **Revises a provision that prohibits a driver from operating a motor vehicle slower than a specified speed in the furthestmost left-hand lane of certain roads, streets, or highways.**
 - **“On a road, street, or highway having two or more lanes allowing movement in the same direction, a driver may not continue to operate a motor vehicle at any speed which is more than 10 miles per hour slower than the posted speed limit in the furthestmost left-hand lane if the driver knows or reasonably should know that he or she is being overtaken in that lane from the rear by a motor vehicle traveling at a higher rate of speed. This subsection does not apply to drivers operating a vehicle that is overtaking another vehicle proceeding in the same direction, or is preparing for a left turn at an intersection.”**

Section 6 (creates s. 316.0817, F.S.)

- **Prohibits a bus from stopping to load or unload passengers in a manner that impedes, blocks, or otherwise restricts the progression of traffic if there is another reasonable means for the bus to stop parallel to the travel lane and safely load and unload passengers. Provides an exception for school buses.**
 - “Notwithstanding any other law, a bus may not stop to load or unload passengers in a manner that impedes, blocks, or otherwise restricts the progression of traffic on the main-traveled portion of a roadway if there is another reasonable means for the bus to stop parallel to the travel lane and safely load and unload passengers. As used in this section, the term “reasonable means” means sufficient unobstructed pavement or a designated turn lane that is sufficient in length to allow the safe loading and unloading of passengers parallel to the travel lane.”
 - “This section does not apply to a school bus.”

Section 7 (s. 316.126, F.S.)

- **Requires a driver to change lanes when approaching a sanitation or utility service vehicle performing a service-related task on the roadside.**
 - “If an authorized emergency vehicle displaying any visual signals is parked on the roadside, a sanitation vehicle is performing a task related to the provision of sanitation services on the roadside, a utility service vehicle is performing a task related to the provision of utility services on the roadside, or a wrecker displaying amber rotating or flashing lights is performing a recovery or loading on the roadside, the driver of every other vehicle, as soon as it is safe ... Shall vacate the lane closest to the emergency vehicle, sanitation vehicle, utility service vehicle, or wrecker when driving on an interstate highway or other highway with two or more lanes traveling in the direction of the emergency vehicle, sanitation vehicle, utility service vehicle, or wrecker, except when otherwise directed by a law enforcement officer. If such movement cannot be safely accomplished, the driver shall reduce speed ...”
 - “This section does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.”

Section 15 (s. 316.86, F.S.)

- **Revises provisions relating to the operation of vehicles equipped with autonomous technology on state roads for testing purposes and authorizes certain research organizations to operate such vehicles.**
 - “Vehicles equipped with autonomous technology may be operated on roads in this state by employees, contractors, or other persons designated by manufacturers of autonomous technology, or by research organizations associated with accredited

educational institutions, for the purpose of testing the technology. For testing purposes, a human operator shall be present in the autonomous vehicle such that he or she has the ability to monitor the vehicle's performance and intervene, if necessary, unless the vehicle is being tested or demonstrated on a closed course. Before the start of testing in this state, the entity performing the testing must submit to the department an instrument of insurance, surety bond, or proof of self-insurance acceptable to the department in the amount of \$5 million.”

Section 25 (s. 320.525, F.S.)

- **Providing that certain public roads may be designated as port district roads and requires the Department of Transportation to designate such roads with appropriate signage.**
 - “Port vehicles and equipment shall be exempt from the provisions of this chapter which require the registration of motor vehicles, the payment of license taxes, and the display of license plates when operated or used within the port facility of any deepwater port of this state . . . , for the purpose of transporting cargo, containers, or other equipment . . . On public roads connecting port facilities of a single deepwater port . . . which are designated as port district roads for the purpose of transporting cargo, containers, and other equipment. The Department of Transportation shall designate port district roads with appropriate signage.”

Section 47 (no statute number specified)

- **Directs the Office of Program Policy Analysis and Government Accountability to conduct and submit to the Governor and the Legislature a study on the effectiveness of ignition interlock device use.**
 - “By January 1, 2015, the Office of Program Policy Analysis and Government Accountability shall conduct and submit a study on the effectiveness of ignition interlock device use as an alternative to driver license suspension. The study shall be submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives and shall address the following:
 - 1) The effect ignition interlock device use as an alternative to a driver license suspension will have on the DUI recidivism rate while the driver is using the ignition interlock device.
 - 2) The cost of ignition interlock device use compared to the cost associated with a subsequent violation, or suspected violation, of s. 316.193, Florida Statutes, including, but not limited to, a violation involving property damage, bodily injury, and death.
 - 3) In addition to existing penalties, a provision that provides for credit on a day-for-day basis for ignition interlock device use, as an alternative to a driver license suspension, toward any mandatory ignition interlock device use ordered by the court.

- 4) The effectiveness of mandatory ignition interlock device use for all violations of s. 316.193, Florida Statutes.”

Section 49 (no statute number specified)

- **Requires a county or municipality to respond to a request by a county or municipality to which it provides, by agreement, traffic signal or traffic control device services regarding the evaluation, installation, operation, or maintenance of such traffic signals or other traffic control devices within a specified timeframe.**
 - “To ensure the safe and efficient operation of this state’s roadways, a county or municipality must respond to a request by a county or municipality to which it provides, by agreement, traffic signal or traffic control device services within 60 days after receiving such a request regarding the evaluation, installation, operation, or maintenance of such traffic signals or other traffic control devices.”

An Act Relating to Bicycle and Pedestrian Ways (SB 2514)

Section 1 (s. 335.065, F.S.)

Note: legislative language to the same effect is contained in Section 4 of SB 218, also passed by the 2014 Florida Legislature

- **Authorizes the Florida Department of Transportation to use appropriated funds for the establishment of a statewide system of interconnected multiuse trails. Prioritizes projects for funding and requires funded projects to be included in the Florida Department of Transportation’s Adopted Work Program. Provides that the project must be operated and maintained by an entity other than the Florida Department of Transportation and that the Florida Department of Transportation is not responsible for or obligated to provide funds for the operation and maintenance of any such project once completed.**
 - “The department may use appropriated funds to support the establishment of a statewide system of interconnected multiuse trails and to pay the cost of planning, land acquisition, design, and construction of such trails and related facilities. The department shall give funding priority to projects that:
 - a) Are identified by the Florida Greenways and Trails Council as a priority within the Florida Greenways and Trails System ...
 - b) Support the transportation needs of bicyclists and pedestrians.
 - c) Have national, statewide, or regional importance.
 - d) Facilitate an interconnected system of trails by completing gaps between existing trails.”
 - “A project funded ... shall:
 - a) Be included in the department’s work program ...

- b) Be operated and maintained by an entity other than the department upon completion of construction. The department is not obligated to provide funds for the operation and maintenance of the project.”

An Act Relating to Rental Car Surcharges (HB 343)

Section 1 (s. 212.0606, F.S.)

- **Provides an alternative surcharge for use of a motor vehicle pursuant to an agreement with a car-sharing service for less than a specified number of consecutive hours. Defines the term "car-sharing service" and provides for applicability.**
 - “A member of a car-sharing service who uses a motor vehicle ... for less than 24 hours pursuant to an agreement with the car-sharing service shall pay a surcharge of \$1 per usage. A member of a car-sharing service who uses the same motor vehicle for 24 hours or more shall pay a surcharge of \$2 per day or any part of a day ... For purposes of this subsection, the term "car-sharing service" means a membership-based organization or business, or division thereof, which requires the payment of an application or membership fee and provides member access to motor vehicles:
 - a) Only at locations that are not staffed by car-sharing service personnel employed solely for the purpose of interacting with car-sharing service members;
 - b) Twenty-four hours per day, 7 days per week;
 - c) Only through automated means, including, but not limited to, smartphone applications or electronic membership cards;
 - d) On an hourly basis or for a shorter increment of time;
 - e) Without a separate fee for refueling the motor vehicle;
 - f) Without a separate fee for minimum financial responsibility liability insurance; and
 - g) Owned or controlled by the car-sharing service or its affiliates.”
 - “The surcharge imposed under this subsection does not apply to the lease, rental, or use of a motor vehicle from a location owned, operated, or leased by or for the benefit of an airport or airport authority.”

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Creating the Framework for Implementation

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Florida Automated Vehicles Summit 2014

DECEMBER 15 - 16



Join global and industry leaders to experience the latest in automated vehicles technology and how Florida is leading the way with groundbreaking research, testing and workgroups. Here's your chance to ride in autonomous vehicles, see military automated vehicles in action, test drive exotic vehicles and even race your own programmed car!



DECEMBER 15-16, 2014

Day 1: Disney's Coronado Springs Resort

Discussions and presentation on Florida DOT's efforts and the state of the industry

Day 2: Walt Disney World Speedway

Demonstrations of autonomous and connected vehicles



This is the 2nd Annual Summit that Florida DOT has organized to help advance the framework for implementation of automated vehicles on Florida's roads. Anyone in the general public interested in learning about the state of the industry and what Florida is doing to prepare should attend!



For more reasons on why **YOU** should attend the Florida Automated Vehicles Summit 2014 -[click here](#).

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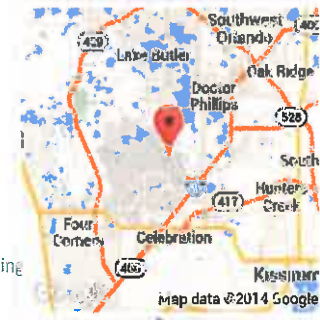
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DETAILS

Start:
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End:
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Event Category:
Upcoming Events

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