

METROPOLITAN PLANNING ORGANIZATION BOARD

9:00 a.m., Friday, May 17, 2024
Lee County Administration East Building
2201 Second Street, Room 118
Fort Myers, FL 33901
239-244-2220



AGENDA

Call to Order

Pledge of Allegiance

Roll Call

1. Public Comments on Consent Agenda Items
2. *Consent Agenda
 - A. Approval of the March 22, 2024 Meeting Minutes
 - B. Approve BPCC At Large Appointment
 - C. Approve CAC Appointments for the City of Fort Myers
 - D. Approve the Transportation Disadvantaged Planning Grant for FY 2024/2025
 - E. Approve the Updates to the Transportation Disadvantaged Service Plan
 - F. Approve Joint Agreement with the Sarasota/Manatee, Charlotte-Punta Gorda, and Lee MPOs
3. Public Comments will be taken on each Public Hearing and New Business Item

Public Hearing Items

4. ^*Adoption of the FY 2025 & 2026 Unified Planning Work Program (Don Scott)
5. ^*Approve the Updated Federal and State Priority List (Don Scott)
6. ^*Approve Transportation Improvement Program Amendments (Don Scott)

New Business

7. *Approve the Updated SUN Trail Priority List (Ron Gogoi)
8. *Approve the Sun Trail Feasibility Scope of Services (Ron Gogoi)
9. *Adopt Resolution Authorizing Execution of SUN Trail Agreement (Ron Gogoi)
10. *Approve the Transportation Regional Improvement Program Priorities (Don Scott)
11. *Approve the Long Range Plan Transit Element and Public Involvement & Documentation Scopes (Don Scott)
12. Review of the Draft FY 2025 through FY 2029 Transportation Improvement Program (Don Scott)

Other Business

13. Public Comments on Items not on the Agenda
14. LeeTran/TD Report
15. FDOT Report
16. Announcements
17. Information and Distribution Items

Adjournment

^Roll Call Vote *Action Items +May Require Action

METROPOLITAN PLANNING ORGANIZATION BOARD

9:00 a.m., Friday, March 22, 2024
Lee County Administration East Building
2201 Second Street, Room 118
Fort Myers, FL 33901
239-244-2220



Meeting Minutes

The meeting was called to order at 9:02 a.m. by MPO Board Chair/Lee County Commissioner Cecil Pendergrass. The Pledge of Allegiance was recited.

The roll was called by MPO staff. A quorum was present. Lee County MPO Board Members in attendance included Lee County Commissioners Cecil Pendergrass, Mike Greenwell, and Brian Hamman; City of Fort Myers Councilmember Johnny Streets Jr.; City of Cape Coral Mayor John Gunter; City of Cape Coral Councilmembers Dan Sheppard, Richard Carr, and Tom Hayden; City of Sanibel Vice-Mayor Michael Miller; City of Bonita Springs Councilmembers Laura Carr (9:03 a.m.) and Chris Corrie (alternate); City of Bonita Springs Deputy Mayor Fred Forbes; and Village of Estero Mayor Jon McLain.

Others in attendance included the following – Victoria Peters, L. K. Nandam, Kyle Purvis, James Heffelfinger, Jason Heironimus, Katelyn Carmona, Joe Lauk, and Wayne Gaither with FDOT; Lee County MPO staff Don Scott, Ron Gogoi, and Calandra Barraco; Derek Rooney/MPO Legal; Shana Overhulser with Quest; Rob Price and Md Rakibul Alam with Lee County; Karl Pyles with KSI; Dawn Huff with LeeTran; Doug Hattaway and Charles Hines with the Trust for Public Land; Cal Santarelli with Hardesty and Hanover; Ned Baier with Volkert; EXP staff; Lee County IT staff; LCSO deputy; and members of the public Derek Felder, Barry Freedman, Bruce Ackerman, Marsha Ellis, Emily Porter, Deborah and Rob Orton, Harvey Kulkin, and Terry Koch.

Agenda Item #1 - Public Comments on Consent Agenda Items

Chair Pendergrass asked if there were public comments on consent agenda items. There were none.

Agenda Item #2 - *Consent Agenda

- A. Approval of the November 17, 2023 Meeting Minutes
- B. Approval of the February 16, 2024 Joint Meeting Minutes
- C. Approve CAC Appointments for the Village of Estero and District Five Vacancies
- D. Approval of the 2023 FDOT and MPO Joint Certification Statement

Mayor John Gunter made the motion to approve the consent agenda items. Commissioner Brian Hamman seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #3 - Public Comments will be taken on each Public Hearing and New Business Item

Public comments were taken on each Public Hearing and New Business Item.

Public Hearing Items

Agenda Item #4 - ^*Approve Amendments to the FY 2024 - FY 2028 Transportation Improvement Program to add Projects and Revise Cost Estimates

Mr. Don Scott presented this public hearing agenda item for approval of Amendments to the Fiscal Year (FY) 2024 through Fiscal Year (FY) 2028 Transportation Improvement Program (TIP) to add Projects and Revise Cost Estimates. He reviewed the amendments that were attached to the agenda

packet and [posted to the MPO website](#). He also mentioned a revised funding amount for the CR 78 over Little Pine Island Pass Bridge and showed the following slide: [CR 78 Funding Update](#) He asked if there were any questions. Chair Pendergrass asked if there were any questions from the Board or the public. There were none.

Commissioner Brian Hamman made the motion to approve the TIP Amendments. Commissioner Mike Greenwell seconded the motion. A roll call vote was taken with all in favor, and the motion passed unanimously.

Agenda Item #5 - ^*Approve an Amendment to the FY 2023/2024 UPWP to Add Funding for the CR 951 Feasibility Study

Mr. Scott presented this public hearing agenda item for the approval of an Amendment to the FY 2023/2024 Unfired Planning Work Program (UPWP) to Add Funding for the CR 951 Feasibility Study. He reviewed the funding information that was attached to the agenda packet and [posted to the MPO website](#). He also referred to a Power Point presentation on the study: [CR 951 Study](#) Mr. Scott asked if there were any questions. Chair Pendergrass asked if there were any questions or comments from the Board or the public. Commissioner Hamman asked Mr. Scott to explain the purpose of this item and noted it was not for construction. Mr. Scott answered that it was a study to explore the possible alignments, issues, and costs. Commissioner Hamman restated that this study was to research options. Mayor Jon McLain asked if the recommendations would be brought back to the Board. Mr. Scott replied yes. Chair Pendergrass asked for a motion.

Mayor John Gunter made the motion to approve the UPWP Amendment. Commissioner Hamman seconded the motion. A roll call vote was taken with all in favor, and the motion passed unanimously.

Agenda Item #6 - ^*Approve the Updated Federal and State Funded Priority List

Mr. Scott presented this agenda item for the approval of the Updated Federal and State Funded Priority List that was attached to the agenda packet and [posted to the MPO website](#). He asked if there were any questions. Chair Pendergrass asked if there were any public comments. There were no Board member or public comments.

Councilmember Laura Carr made the motion to approve the Updated Federal and State Funded Priority List. Vice-Mayor Michael Miller seconded the motion. A roll call vote was taken with all in favor, and the motion passed unanimously.

New Business

Agenda Item #7 - *Election of Officers for 2024

Mr. Scott presented this agenda item for the Election of Officers for 2024 and reviewed the rotation information that was attached to the agenda packet and [posted to the MPO website](#). He noted the new chair would be Mayor Gunter, new vice-chair would be Councilmember John R. King, and Commissioner Ruane would remain treasurer. Chair Pendergrass asked if there was any public or Board comments on this item. There were none.

Commissioner Brian Hamman made the motion to elect City of Cape Coral Mayor John Gunter as MPO Chair and Town of Fort Myers Beach Councilmember John R. King as MPO Vice-Chair while retaining Lee County Commissioner Kevin Ruane as MPO Treasurer. Councilmember Johnny Streets Jr. seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #8 - *Functional Classification and Urban Area Boundary Map Presentation

Mr. Kyle Purvis with FDOT presented this agenda item on the Functional Classification and Urban Boundary Map Updates. He provided a Power Point presentation that can be viewed at the following link: [Functional Classification](#). Chair Pendergrass asked if there were any questions from the Board or comments from the public. There were none. He thanked Mr. L. K. Nandam for his attendance.

Vice-Mayor Michael Miller Made the motion to accept the updated Functional Classification and Adjusted Urban Area Boundary Map for Lee County. Deputy Mayor Fred Forbes seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #9 - Presentation on the US 41 Caloosahatchee Bridge Project

Mr. Joe Lauk with FDOT presented this agenda item on the US 41 Caloosahatchee Bridge Project. He provided a Power Point presentation that can be viewed at the following link: [Caloosahatchee Bridge](#). The Board discussed public comments on the project, lane sizes, lane closures, speed reduction, current condition without bike/ped facilities, increased safety by adding bike/ped facilities, compliments to FDOT staff on avoidance of peak season and minimizing impacts, public outreach, example of media opportunity and man walking bicycle across the bridge in background, impacts on morning and evening commutes, extended lane closures, peak season, and nighttime closures. Chair Pendergrass asked if there were any public comments. There were none.

Agenda Item #10 - Information on the Trust for Public Land and Seminole Gulf Rail Trail Agreement

Mr. Charles Hines and Mr. Doug Hattaway with the Trust for Public Land (TPL) co-presented this agenda item as an update on the TPL and Seminole Gulf Rail Trail Agreement. They provided a Power Point presentation that can be viewed at the following link: [TPL Rail Trail](#). The Board discussed timeframe for building trail in Sarasota, cost of building trail in Sarasota, mitigation of environmental issues, environmental study, restrictions on use of rail corridors, purchase price of Bonita Estero Rail Trail (BERT) property, possible connections, funding, high speed rail, I-75 Master Plan consideration of high speed rail in median, contributions from citizens, Friends of BERT, embellishments for trail, concessions along trail, width of rail corridor and possible other uses, increasing safety, placement of high speed rail versus commuter rail, and option of rail with trail. Chair Pendergrass asked if there were any public comments on this item. Members of the public, Deb Orton, Harvey Kulkin, and Bruce Ackerman provided comments on this agenda item.

Deputy Mayor Fred Forbes made a motion to direct staff to add the Bonita Estero Rail Trail to the MPO priority list to access funding. Mayor Jon McLain seconded the motion.

Mr. Nandam explained the process of accessing funding from the state through the MPO. Chair Pendergrass clarified that once the trail is on the list then staff could apply for SUN Trail funding. He also asked about possible impacts on other projects. Mr. Nandam said the MPO Board decides how to allocate funding and SUN Trail is its own source of funding, but in order to apply for SUN Trail funding, the project must be on the MPO priority list. Chair Pendergrass asked if there were other questions or comments. There were none. He referred to the motion and second on the floor and asked if there were any objections.

There were no objections, and the motion passed unanimously.

Chair Pendergrass thanked Mr. Hines and Mr. Hattaway for their presentation.

Other Business

Agenda Item #11 - Public Comments on Items not on the Agenda

A member of the public, Marsha Ellis, provided a comment on items not on the agenda.

Agenda Item #12 - LeeTran/TD Report

Ms. Dawn Huff with LeeTran provided the LeeTran report which included information on ridership, fares, outreach, and the Lehigh Park and Ride project.

Agenda Item #13 - FDOT Report

Mr. Nandam with FDOT commented on local appropriations and their impact on funding for already programmed projects. He asked for increased coordination between local governments and FDOT staff to avoid project delays due to approved legislative requests. Ms. Victoria Peters with FDOT presented the FDOT Report which included information on the Sanibel and Pine Island bridges, truck parking projects, Lee County MPO's Joint FDOT Certification, US 41 public hearing, SR 82 public meeting, and Pine Island public meeting. Her report can be found at the following link: [FDOT March](#)

Agenda Item #14 - Announcements

Mr. Scott noted there was no meeting scheduled for April and the next MPO Board meeting was scheduled for May 17, 2024.

Agenda Item #15 - Information and Distribution Items

The information and/or distribution items were attached to the agenda packet and [posted to the MPO website](#).

The meeting was adjourned at 10:31 a.m.

An audio recording of the meeting can be accessed here: [MPO Board March 22, 2024](#)

The public comment cards can be viewed at the following link: [MPO Public Comment Cards 032224](#)

^Roll Call Vote *Action Items *May Require Action

Public participation is solicited without regard to race, color, national origin, sex, age, disability, religion, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Calandra Barraco with the Lee County MPO at 239-330-2243 or by email at cbarraco@leempo.com at least seven (7) days prior to the meeting. If you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 TDD. The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and related statutes. Any person or beneficiary who believes they have been discriminated against because of race, color, national origin, sex, age, disability, religion, or familial status may file a complaint with the Lee County MPO Title VI Coordinator, Calandra Barraco, at 239-330-2243, or in writing at P.O. Box 150045, Cape Coral, Florida 33915-0045.

APPOINTMENT OF AN AT-LARGE CITIZEN MEMBER TO THE BICYCLE PEDESTRIAN COORDINATING COMMITTEE

RECOMMENDED ACTION: Approve the appointment of Kate Miller as an at-large citizen member to the BPCC (**application attached**).

The MPO's Bicycle Pedestrian Coordinating Committee (BPCC) membership includes four (4) seats for At-large Citizen Members. Ms. Kate Miller has expressed interest in filling the vacancy created by the departure of ex-chair Henry Burden who moved to North Carolina. Staff supports her application to fill the vacant seat.

BPCC Bylaw At-Large Membership Requirements

Section 4: paragraphs (d) and (e) of the BPCC Bylaws also spell out membership requirements that must be considered when making At-Large appointments to the BPCC:

- D. In the case of At Large Citizen Members, appointments shall be made by the MPO Policy Board. All such appointments are subject to ratification by a majority of members of the MPO at a regular MPO meeting at which a quorum is present.

- E. The At Large Citizen Members of the BPCC shall be citizens and year-round residents of the Metropolitan Planning Organization's transportation study area. Members or their immediate family members (spouse, child, parent or sibling) shall not be declared candidates or elected officials of the Lee County Commission, municipalities in Lee County or Lee County Constitutional Officers. The At Large members shall not be employees of any of the local governments represented on the MPO or of the state or federal departments of transportation. Should the status of any of these BPCC members change in such a way as to disqualify him/her from membership under the terms of this paragraph, his/her membership shall automatically terminate. Those who thus become ineligible for BPCC membership shall provide written notice to the MPO staff the BPCC Chair.

BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS



Bicycle Pedestrian Coordinating Committee Application
(For At-Large Citizen Members Only)

Return Application to: Lee County Metropolitan Planning Organization
Calandra Barraco
P.O. Box 150045
Cape Coral, FL 33915-0045
Phone: (239) 330-2242 Fax: (239) 790-2695
Email: cbarraco@Leempo.com

Please note: Your application will remain active in the MPO's Office for one (1) year. Resumes may be included; however, the application MUST still be completed. Read "Important Information" section on the second page of the application, then sign and date the application. (Use additional pages as needed.)

PLEASE TYPE OR PRINT IN INK

Date: April 4, 2024 City: Fort Myers

Name: Miller Katherine (Katie) Rae
Last First Middle

Address: 14987 Bonaire Circle

City: Fort Myers, Florida Zip: 33908

Home Telephone: 612-554-3635 Contact Time: Any

Email Address: Kate@LetsReallyLive.com

Referred By: Scott Stryker Date Available: April 8, 2024

Please list any Advisory Boards/Committees to which you are currently appointed:

- 1. Official Delegate for Scott Stryker on the Florida Greenways and Trails Council

Occupation: Self Employed - Marketing Consultant for Biotech, Pharmaecuetical, and Health-Related Companies; Yoga Teacher

Employer: Self Employed

Address: 14987 Bonaire Circle, Fort Myers, FL 33908

Phone: 612-554-3635 Contact Time: Any

BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS

Application for Bicycle Pedestrian Coordinating Committee (Attach additional sheets or a resume if necessary)

Complete the following: (Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee. Please list all public involvement activities you been involved in (include efforts outside the local area). Should you feel it appropriate, you may include academic, vocational, and skill training; diplomas, degrees and certification; licenses and other background information).

My personal and professional experience and interests would make me a beneficial member of this committee. On a personal level, I am a certified CrossFit coach and yoga instructor who is an active runner and cyclist in Lee County. Prior to Hurricane Ian, I rode my bike close to 100 miles/week from my house in Iona over the Sanibel bridge and back. As the road usage has changed in my area, I have switched to more running for safety purposes. I am involved in several local running and cycling groups, and an active member of local Facebook groups. I am a proud resident of Fort Myers and hope to be a part of making our community as healthy, safe, and prosperous as possible. I'm also an official delegate for Scott Stryker on the Florida Greenways and Trails Council and attended two meetings on his behalf in the past year.

Professionally, I have been a marketing consultant for Biotech, Pharmaceutical, and other health-related companies for the past 16 years. My experience is focused on patient advocacy and engagement, including support for clinical trial recruitment, FDA product launches, patient listening and advisory boards, and disease awareness. My experience includes working with global brands such as DayQuil and NyQuil on their Olympic and NFL programs, Biohaven on the FDA approval and launch of their migraine drug Nurtec ODT, and local support for non-profits like American Lung Association. Early in my career I also had a public affairs role where I worked with the Minnesota Listening Tour to lead community outreach and support programs for the new Minnesota Vikings football stadium. My degrees are in Communications with an emphasis on Public Relations and a minor in Spanish. Other community-related work I've done includes marketing for Big Brothers Big Sisters, volunteer work with Susan G. Komen, support for Girls on the Run, and time donated to local charities. I'm currently speaking with Girls on the Run to help grow their local SWFL chapter.

Please describe any public involvement or community service you've been involved in either locally or otherwise.

Would you be willing to serve on other advisory boards? YES

IMPORTANT INFORMATION:

• Florida State Statute 119.07 designates that this application as a public document be made available for anyone requesting to view it.

Applicant's Signature: Katherine Miller

Date Signed: April 5, 2024

Are you related to any member of the Lee County MPO?
 YES X NO

ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE BICYCLE PEDESTRIAN COORDINATING COMMITTEE:

BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS

To assist the Lee County MPO in its selection process, please check as many of the following categories that apply to you:

1. Are you a US Citizen: Yes

2. Year-round resident of:

- a. Lee County (Unincorporated area) X___
b. City of Cape Coral ___
c. City of Fort Myers ___
d. City of Bonita Springs ___
e. City of Sanibel ___
f. Town of Fort Myers Beach ___
g. Village of Estero ___

3. Member of one of the following organizations or group:

- a. Florida Engineering Society ___
b. Chamber of Commerce ___
c. NAACP ___
d. Historical Preservation Society ___
e. A Homeowners' Association ___
f. A Local Environmental Group ___
g. Home Builders Association ___
h. Lee County School Board ___
i. Agricultural Community ___
j. Other ___

4. Representative of one of the following:

- a. Persons with Disabilities ___
b. Public Libraries ___
c. Education ___
d. Florida Department of HRS ___
e. United Way ___
f. Elderly Health Care Consumers ___
g. Nongovernmental Health Care Consumers ___
h. Consumers of Regular Bus Service ___
i. Developmental Disability Services ___
j. The Elderly ___
k. Veterans ___
l. Criminal Justice ___
m. Health and Rehabilitative Services ___
n. Other ___

5. Professional/Career Credentials:

- a. Registered Architect ___
b. Licensed Attorney ___
c. Licensed Engineer ___
d. Licensed Building Contractor ___
e. Licensed Electrical Contractor ___
f. Licensed General Contractor ___
g. Licensed Heating/Air Conditioning Contractor ___
h. Licensed Plumbing Contractor ___

BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS

- i. Fire Official _____
- j. Geologist _____
- k. Licensed Health Professional _____
- l. Realtor _____
- m. Subcontractor (especially in building trades) _____
- n. Owner or Operator of Motel/Hotel, etc. _____
- o. Licensed Veterinarian _____
- p. Judge of the Family Law Division _____
- q. Land Surveyor _____
- r. Other: Yoga Instructor; CrossFit Coach _____

6. Knowledge, training, background, interest or experience in:

- a. Natural Sciences: Ecology, Biology, Botany, etc. _____
- b. Education _____
- c. Banking or Finance _____
- d. Real Estate _____
- e. Planning, Engineering, Environment _____
- f. The Development Industry _____
- g. Technical Codes (Building Codes) _____
- h. Archaeological, Historical Matters _____
- i. Architectural Development and Planning _____
- j. Historical Preservation _____
- k. Rehabilitation (related to health matters) X _____
- l. Tourist Industry _____
- m. Child Advocate _____
- n. Agriculture _____
- o. Other: Health and wellness; Patient Advocacy X _____

The Lee County MPO strives to ensure equal access for minorities, women, low income and those with disabilities to serve on advisory boards/committees.

The information below is voluntary only:

7. Ethnic Background:

- a. African American _____
- b. Asian American _____
- c. American Woman X _____
- d. Hispanic American _____
- e. Native American _____
- f. Multi-lingual _____
- g. Other _____

8. Family Income Level:

- a. Less than \$20,000 per year _____
- b. Between \$20,001 and \$40,000 _____
- c. Between \$40,001 and \$60,000 _____
- d. Greater than \$60,000 per year X _____

9. Family Size

- a. One or two people X _____

BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS

- b. Three or four people _____
- c. Five or six people _____
- d. Greater than six people _____

CITIZEN ADVISORY COMMITTEE MEMBER APPOINTMENT

RECOMMENDED ACTION: Approve the appointment of Jeanie Richards, representative for the City of Fort Myers to fill a current vacancy (see **attached** application).

Federal and State CAC Membership Requirements

In its 1997 review of the Lee County MPO's planning process, the Federal Highway Administration/Federal Transit Administration (FHWA/FTA) review team demanded that the MPO "must develop proactive methodologies to directly involve minority, low income, elderly, and other disadvantaged groups in the transportation planning process." The review team identified this as a corrective action that must be completed in order to avoid federally imposed sanctions. In addition, Chapter 339.175, *Florida Statutes*, stipulates that minorities, the elderly, and the handicapped must be adequately represented on the CAC.

MPO Bylaws Membership Requirements

Paragraphs (b) and (c) under Section 1.005(2) of the MPO Bylaws also spell out membership requirements that must be considered when making appointments to the CAC:

Each County Commissioner shall appoint two (2) members to the CAC from different communities within his or her district. Each of the other voting members of the MPO shall appoint one (1) member to the CAC who lives in his or her city. If a voting member is unable to find a volunteer to sit on the CAC that lives in his or her district the voting member may appoint someone who lives outside of their jurisdiction to represent their jurisdiction as long as the appointee lives in Lee County. The MPO shall also appoint a transportation handicapped member on an at-large basis and two other at-large members that will be filled with low income and/or minority members of the community. The appointments are subject to ratification by a majority of members of the MPO at a regular MPO meeting at which a quorum is present. Members of the CAC shall serve at the pleasure of the MPO members who appointed them, or their successors. (A notification letter will be sent to all elected officials that are new to the MPO Board regarding this process.) Due to the fact that each member of the CAC is appointed by a member of the MPO Board, the CAC Committee **does not** have alternate members.

- (a) The members of the Metropolitan Planning Organization Citizen Advisory Committee shall be citizens and year-round residents of the city or county commission district which their appointers represent Lee County; or, in the case of the at-large, mobility handicapped member, of the Metropolitan Planning Organization's transportation study area. Members or their immediate family members (spouse, child, parent or sibling) shall not be declared candidates or elected officials of the Lee County Commission, municipalities in Lee County

or Lee County Constitutional Officers. Members shall not be employees of any of the local governments represented on the MPO or of the state or federal departments of transportation. Should the status of any CAC member change in such a way as to disqualify him/her from membership under the terms of this paragraph, his/her membership shall automatically terminate. Those who thus become ineligible for CAC membership shall provide written notice to the MPO staff, the CAC Chairman and the MPO member responsible for appointing their replacements.



Citizens Advisory Committee Application

Return Application to: Lee County Metropolitan Planning Organization
Calandra Barraco
P.O. Box 150045
Cape Coral, Florida 33915-0015
Phone: (239) 330-2243 Fax: (239) 790-2695
Email: cbarraco@leempo.com

Please note: Your application will remain active in the MPO's Office for one (1) year. Resumes may be included; however, the application MUST still be completed. Read "Important Information" section on the second page of the application, then sign and date the application. (Use additional pages as needed.)

PLEASE TYPE OR PRINT IN INK

Date: 1/09/2024 Commission District #/City FORT MYERS, FL

Name: RICHARDS JEANETTE (JEANIE)
Last First

Address: 11852 BOXELDER WAY

City: FORT MYERS Florida Zip: 33913

Home Telephone: 239-633-3612 Contact Time: ANYTIME

Email Address: JEANIE@BBIFL.COM

Referred By: PHILLIP FORD (BIA PRESIDENT) Date Available: _____

Please list any Advisory Boards/Committees to which you are currently appointed:

1. _____
2. _____
3. _____
4. _____

Occupation (Or if retired, please indicate): OWNER / CBC CONTRACTOR

Employer: BETTER BUILDINGS, INC

Address: 7851 DREW CIRCLE, SUITE #1

Phone: 239-633-3612 Contact Time: ANYTIME

Application for Citizen Advisory Committee (Attach additional sheets or a resume if necessary)

Complete the following: (Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee. Please list all public involvement activities you been involved in (include efforts outside the local area). Should you feel it appropriate, you may include academic, vocational, and skill training; diplomas, degrees and certification; licenses and other background information).

I have a 4-year degree from UF, FL CBC license and a FL Brokers license.
I am currently the owner of BBINC (Commercial Contracting Co.) I am also ¼ owner of Dean Steel Buildings, Inc.

Please describe any public involvement or community service you've been involved in either locally or otherwise.

I am a 5th generation Floridian and have lived in Fort Myers my entire life except when I left for college. BBINC has been involved with the LBIA which supports Lee Builder's Care for over 14 years.

BBINC is currently a 3 year member of the ABC (Associated Building Contractors) and a 3 year ASA member (American Subcontractors Association.)

Would you be willing to serve on other advisory boards?

I would be willing to serve on other Boards if I met the criteria.

IMPORTANT INFORMATION:

• Florida State Statute 119.07 designates that this application as a public document be made available for anyone requesting to view it.

Applicant's Signature: Janette Richards

Date Signed: Jan 9, 2024

Are you related to any member of the Lee County MPO?
 YES X NO

A LIST OF SAMPLE ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE CITIZEN'S ADVISORY COMMITTEE

To assist the Lee County MPO in its selection process, please check as many of the following categories that apply to you:

1. Year-round resident of:

- a. Lee County (Unincorporated area) _____
- b. City of Cape Coral _____
- c. City of Fort Myers X _____
- d. City of Bonita Springs _____
- e. City of Sanibel _____
- f. Town of Fort Myers Beach _____

2. Member of one of the following organizations or group: N/A

- a. Florida Engineering Society _____
- b. Chamber of Commerce _____
- c. NAACP _____
- d. Historical Preservation Society _____
- e. A Homeowners' Association _____
- f. A Local Environmental Group _____
- g. Home Builders Association _____
- h. Lee County School Board _____
- i. Agricultural Community _____
- j. Other _____

3. Representative of one of the following: N/A

- a. Persons with Disabilities _____
- b. Public Libraries _____
- c. Education _____
- d. Florida Department of HRS _____
- e. United Way _____
- f. Elderly Health Care Consumers _____
- g. Nongovernmental Health Care Consumers _____
- h. Consumers of Regular Bus Service _____
- i. Developmental Disability Services _____
- j. The Elderly _____
- k. Veterans _____
- l. Criminal Justice _____
- m. Health and Rehabilitative Services _____
- n. Other _____

4. Professional/Career Credentials:

- a. Registered Architect _____
- b. Licensed Attorney _____
- c. Licensed Engineer _____
- d. Licensed Building Contractor X
- e. Licensed Electrical Contractor _____
- f. Licensed General Contractor _____
- g. Licensed Heating/Air Conditioning Contractor _____
- h. Licensed Plumbing Contractor _____
- i. Fire Official _____
- j. Geologist _____
- k. Licensed Health Professional _____
- l. Realtor X
- m. Subcontractor (especially in building trades) _____
- n. Owner or Operator of Motel/Hotel, etc. _____
- o. Licensed Veterinarian _____
- p. Judge of the Family Law Division _____
- q. Land Surveyor _____
- r. Other Broker X

5. Knowledge, training, background, interest or experience in:

- a. Natural Sciences: Ecology, Biology, Botany, etc. _____
- b. Education _____
- c. Banking or Finance _____
- d. Real Estate _____
- e. Planning, Engineering, Environment _____
- f. The Development Industry _____
- g. Technical Codes (Building Codes) _____
- h. Archaeological, Historical Matters _____
- i. Architectural Development and Planning _____
- j. Historical Preservation _____
- k. Rehabilitation (related to health matters) _____
- l. Tourist Industry _____
- m. Child Advocate _____
- n. Agriculture _____
- o. Other Building Local my entire life X

The Lee County MPO strives to ensure equal access for minorities, women, low income and those with disabilities to serve on advisory boards/committees.

The information below is voluntary only:

6. Ethnic Background:

- a. African American _____
- b. Asian American _____
- c. American Woman _____
- d. Hispanic American _____
- e. Native American _____
- f. Multi-lingual _____
- g. Other _____

7. Family Income Level:

- a. Less than \$20,000 per year _____
- b. Between \$20,001 and \$40,000 _____
- c. Between \$40,001 and \$60,000 _____
- d. Greater than \$60,000 per year X

8. Family Size

- a. One or two people X
- b. Three or four people _____
- c. Five or six people _____
- d. Greater than six people _____

APPROVE THE FY 2024/25 TRANSPORTATION DISADVANTAGED PLANNING GRANT FUNDS

RECOMMENDED ACTION: Approval of the FY 2024/2025 Transportation Disadvantaged Planning Funds for Lee County and approve resolution 24-06 (**attached**) authorizing the Executive Director to execute the Agreement.

Rule 41-2.014(2), *Florida Administrative Code*, describes planning related grant funds as those that may be used by the Designated Official Planning Agency which, for Lee County, is the Lee County Metropolitan Planning Organization. These funds are used to undertake our responsibilities under Chapter 427, *Florida Statutes*. This includes staff support to the Local Coordinating Board to implement planning services for the non-sponsored transportation disadvantaged in its service area. The money comes from the Transportation Disadvantaged Trust Fund, which was set up to provide a dedicated funding source for some of the operational and planning expenses of the Commission for the Transportation Disadvantaged in carrying out its legislative responsibilities.

For the Fiscal Year 2024/2025 planning grant year, which runs from July 1, 2024 to June 30, 2025, the planning grant allocation for Lee County is \$39,740.

RESOLUTION 24-06

A RESOLUTION of the Lee County Metropolitan Planning Organization, hereinafter BOARD, hereby authorizes the filing and execution of a Transportation Disadvantaged Planning Grant Agreement with the Florida Commission for the Transportation Disadvantaged

WHEREAS, this BOARD is eligible to receive a Transportation Disadvantaged Planning Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes Donald Scott, Executive Director to execute the grant agreement, amendments, warranties, certifications and any other documents which may be required in connection with the agreement with the Florida Commission for the Transportation Disadvantaged on behalf of the Lee County Metropolitan Planning Organization.
3. The BOARD'S Registered Agent in Florida is Derek Rooney. The Registered Agent's address is: 1404 Dean Street, Suite 300, Fort Myers, FL 33901.

PASSED AND DULY ADOPTED THIS 17TH DAY OF MAY, 2024.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Mayor John Gunter, MPO Chair

Derek Rooney, Lee County MPO Attorney

ATTEST: Signature _____



Transportation Disadvantaged Planning Grant Recipient Information

Legal Name	Lee County Metropolitan Planning Organization		
Federal Employer Identification Number	800756648		
Registered Address	P.O. Box 150045		
City and State	Cape Coral, FL	Zip Code	33915-0045
Contact Person for this Grant	Brian Raimondo	Phone Number Format 111-111-1111	239-330-2240
E-Mail Address [Required]	braimondo@leempo.com		
Project Location [County(ies)]	Lee County		
Budget Allocation			
	Grant Amount Requested		\$39,740.00
		<i>Total Project Amount</i>	\$ 0.00

I, the authorized Grant Recipient Representative, hereby certify that the information herein is true and accurate and is submitted in accordance with the 2024-25 Program Manual and Instructions for the Planning Grant.

Signature of Grant Recipient Representative

May 17, 2024
Date

Name: Donald Scott

Title: Executive Director

Florida Commission for the



Transportation Disadvantaged

**FISCAL YEAR 2024-25
PROGRAM MANUAL AND INSTRUCTIONS
FOR THE
PLANNING GRANT**

Issued By:

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

605 Suwannee Street, Mail Station 49

Tallahassee, Florida 32399-0450

850-410-5700

<http://ctd.fdot.gov/>

INTRODUCTION

The Transportation Disadvantaged Trust Fund is administered by the Florida Commission for the Transportation Disadvantaged (Commission), pursuant to Section 427.0159, Florida Statutes. The purpose of the Transportation Disadvantaged Trust Fund is to provide a dedicated funding source for the operational and planning expenses of the Commission in carrying out its legislative responsibilities. The trust fund is appropriated by the Legislature annually from revenues collected from vehicle registrations and voluntary contributions. The Planning Grant Program was established to provide funding to designated official planning agencies to assist the Commission in their responsibilities at the local level and to provide support to the Local Coordinating Boards.

This manual contains information regarding the Transportation Disadvantaged Planning Grant Program administered by the Commission. It provides guidance to designated official planning agencies when implementing local transportation disadvantaged planning services under the Transportation Disadvantaged Program.

This manual is divided into two parts: Program Requirements and the Grant Recipient Information Instructions.

PART I PLANNING GRANT PROGRAM REQUIREMENTS

This part of the manual contains requirements that accompany the Planning Grant Program and the tasks that are required to be accomplished.

1. ELIGIBILITY INFORMATION

A. Eligible Recipients

An eligible recipient is any official body, agency or entity designated by the Commission to fulfill the functions associated with staffing the local coordinating board (LCB) and other necessary local designated planning agency functions. The Metropolitan Planning Organization (MPO) shall serve as the planning agency in areas covered by such organizations unless the Commission has designated a service area beyond the area for which an MPO has been created to serve. In designated service areas not covered by a MPO, agencies eligible for selection as the designated planning agency include county or city governments, regional planning councils, local planning organizations or other planning providers who are currently performing planning activities in designated service areas or capable of such.

To be eligible for this grant agreement, there must be an active LCB in the respective service area to assist in the successful completion of the tasks herein. The determination of whether a LCB is functioning will be based on supportive documentation in the Commission files.

B. Allowable Activities

This is a fixed-price agreement to complete tasks identified in the law, rule, this Program Manual and the grant agreement. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed below that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable. Specific required tasks are as follows:

TASK 1:

Weighted value = 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the LCB.

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A:

Weighted value = 15%

When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:

Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:

Weighted value = 40%

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings.

TASK 4:

Weighted value = 4%

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda, minutes of related workshop, and copy of public notice of workshop. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:

Weighted value = 4%

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page.

TASK 6:

Weighted value = 4%

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:

Weighted value = 4%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: CTC Organization and Certification Page of the AOR, signed by CTC representative and LCB Chair.

TASK 8: **Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission’s AER instructions.

TASK 9: **Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10: **Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

2. GRANT FUNDING

Each year, the Commission will calculate each service area’s allocation in accordance with Rule 41-2, FAC. Each service area's anticipated eligible allocation is subject to change based on appropriations by the Legislature.

LOCAL MATCH REQUIREMENT

There is no match required.

3. GRANT APPROVAL

All grants are subject to approval by the Commission or its designee. Once the completed Grant Recipient Information document has been received, a grant agreement will be forwarded to the recipient for execution. An authorizing resolution or documentation by the Grantee’s governing body shall also be submitted along with the executed grant agreement.

4. INVOICING

Invoices for trust funds will not be honored until the grant agreement has been executed by both the Commission and the Grantee and is on file at the Commission office. Invoices related to this grant agreement shall be completed on the invoice form(s) provided by the Commission and submitted electronically to FLCTDInvoice@dot.state.fl.us unless otherwise notified by the Commission.

Grantee shall invoice on a quarterly basis. Invoices should be submitted after the last month of each quarter and shall include only the activities performed during that time. The Grantee shall provide sufficient detailed documentation to support the completion of the task outlined above. Unless extended by the Commission, the final invoice and supporting documentation must be submitted to the Commission in acceptable format by August 15 for each grant year.

**PART II
PLANNING GRANT
RECIPIENT INFORMATION DOCUMENTATION**

GENERAL INSTRUCTIONS

Presented in this part are specific instructions on the completion of the grant recipient information document. Additional assistance may be obtained by contacting the Commission.

A complete Grant Recipient Information document shall be submitted to the assigned CTD project manager. The signed documentation shall be emailed or mailed to the Commission for the Transportation Disadvantaged, 605 Suwannee Street, MS-49, Tallahassee, FL 32399.

For those planning agencies who are responsible for more than one service area that has not been designated as a multi-county service area, a separate Planning Grant Recipient Information document must be submitted for each service area. However, one original resolution will satisfy the requirement for each service area.

TIMETABLE

- | | |
|------------------|--------------------------------|
| JULY 1 | Effective date of agreement. |
| JUNE 30 | Termination date of agreement. |
| AUGUST 15 | Deadline for final invoices. |

TRANSPORTATION DISADVANTAGED PLANNING GRANT RECIPIENT INFORMATION INSTRUCTIONS

Except for the following notes, the grant information document is essentially self-explanatory. If questions arise, please contact the Commission.

PLANNING GRANT REIPIENT INFORMATION

LEGAL NAME: The full legal name of the grantee's organization, not an individual. Name must match Federal ID number and the information registered with MyFloridaMarketPlace.

FEDERAL EMPLOYER IDENTIFICATION NUMBER: The number used by all employers within the United States to identify their payroll and federal income tax. Name must match Federal ID number and the information registered with MyFloridaMarketPlace.

REGISTERED ADDRESS: This should be the grant recipient's mailing address as registered in MyFloridaMarketPlace, and will be the address on the grant agreement. This address should also be consistent with the address associated with your Federal Employer Identification (FEI) Number.

CONTACT PERSON, PHONE NUMBERS AND E-MAIL ADDRESS: Provide the name of the person who will be the point of contact, their phone number and email address.

PROJECT LOCATION: This is the service area [county(ies)] the Planning Agency is designated to serve. Planning Agencies that serve several different service areas shall complete a separate Grant Recipient Information document for each service area.

BUDGET ALLOCATION: Using the Commission approved Planning Grant Allocations chart, complete the funding category as appropriate. **Once the line item is complete, right click on the space provided for the "Total Project Amount." Select "update field" from the drop-down box. This will automatically calculate the total project amount.**

**APPROVE THE MINOR UPDATE TO THE TRANSPORTATION
DISADVANTAGED SERVICE PLAN**

RECOMMENDED ACTION: Approve the updated Transportation Disadvantaged Service Plan (TDSP). A link to the document is provided below.

Annually, the Transportation Disadvantaged Service Plan is reviewed and updated. The changes this year include reflecting the . The document may be viewed here: <https://leempo.com/wp-content/uploads/download-manager-files/leempo-files/boards-and-committees/MPO-Board/20240517/M02Ea.TDSP%20Update.pdf>

On May 1, 2024, the Local Coordinating Board (LCB) unanimously recommended approval of this document.

**APPROVE THE JOINT INTERLOCAL AGREEMENT BETWEEN THE
SARASOTA/MANATEE, CHARLOTTE-PUNTA GORDA AND LEE MPOS**

RECOMMENDED ACTION: Approve the interlocal agreement between the Sarasota/Manatee, Charlotte-Punta Gorda and Lee MPOs for joint regional planning and coordination due to the recent census boundary changes (**attached**).

The recent census boundary changes from the Census Bureau impact the Boca Grande community by including that area within the Sarasota/Manatee MPO planning area. As a result of this, the Lee MPO is required to have an agreement with the Sarasota/Manatee MPO to cover the MPO planning requirements of this area. The Sarasota/Manatee MPO has drafted the attached regional agreement to cover these requirements as well as their own regional requirements with the Charlotte-Punta Gorda MPO.

THIS INSTRUMENT RETURN TO:
David Hutchinson, Executive Director
Sarasota/Manatee Metropolitan
Planning Organization
7632 15th Street East
Sarasota, FL 34243

THIS INSTRUMENT PREPARED BY:
Paul R. Gougelman, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd. – Suite 1900
Ft. Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR JOINT
REGIONAL TRANSPORTATION PLANNING AND
COORDINATION BETWEEN THE
SARASOTA/MANATEE METROPOLITAN
PLANNING ORGANIZATION, THE LEE COUNTY
METROPOLITAN PLANNING ORGANIZATION,
AND THE CHARLOTTE COUNTY-PUNTA GORDA
METROPOLITAN PLANNING ORGANIZATION**

This Interlocal Agreement is made and entered into this _____ day of _____, 2024, by and between the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Sarasota/Manatee MPO”), the Lee County Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Lee County MPO”), and the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the “Charlotte County-Punta Gorda MPO”).

RECITALS:

WHEREAS, 23 USC §134(d) and 49 USC §5303(d), require that Metropolitan Planning Organizations (MPOs) must be designated for each urban area with population of more than 50,000 persons as determined by the United States Bureau of the Census, and

WHEREAS, the Port Charlotte-North Port urban area was designated and described by the U.S. Bureau of the Census in 2012 and includes portions of Sarasota and Charlotte Counties; and

WHEREAS, the Bradenton-Sarasota-Venice urban area was designated and described by the U.S. Bureau of the Census in 2012 and includes portions of Lee, Charlotte, Sarasota, and Manatee Counties; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Sarasota/Manatee MPO was created decades ago and currently has transportation planning jurisdiction over portions of the Bradenton-Sarasota-Venice urban area and also currently has planning jurisdiction over a portion of the Port Charlotte-North Port urban area; and

WHEREAS, the Sarasota/Manatee MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on November 3, 2014, in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and recorded on November 14, 2014, in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Charlotte County-Punta Gorda MPO was created decades ago and currently has transportation planning jurisdiction over portions of the Port Charlotte-North Port urban area and portions of the Bradenton-Sarasota-Venice urban area; and;

WHEREAS, the Charlotte County-Punta Gorda MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida; and

WHEREAS, pursuant to 23 CFR §450.310 and Section 339.175(2), Florida Statutes, the Lee County MPO was created decades ago to have transportation planning jurisdiction and currently has planning jurisdiction over a portion of the Bradenton-Sarasota-Venice urban area; and

WHEREAS, the Lee County MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on March 24, 2016, in Official Records Instrument 2016000061742, Public Records of Lee County, Florida; and

WHEREAS, 23 CFR §450.312(h)(1) provides that:

(h) Subject to paragraph (i) of this section, where the Governor(s) and MPO(s) have determined that the size and complexity of the MPA make it appropriate to have more than one MPO designated for an MPA, the MPOs within the same MPA shall, at a minimum:

(1) Establish written agreements that clearly identify coordination processes, the division of transportation planning responsibilities among and between the MPOs, and procedures for joint decisionmaking and the resolution of disagreements; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Lee County MPO, the boundaries of the metropolitan planning area for the Lee County MPO encompass a portion of the Bradenton-Sarasota-Venice urban area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Charlotte County-Punta Gorda MPO, the boundaries of the metropolitan planning area for the Charlotte County-Punta Gorda MPO encompass a portion of the Bradenton-Sarasota-Venice urban area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan, and a portion of the Port Charlotte-North Port urban area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, pursuant to 23 CFR §450.312 and agreement between the Governor of the State of Florida and the Sarasota/Manatee MPO, the boundaries of the metropolitan planning area for the Sarasota/Manatee MPO encompass a portion of the Bradenton-Sarasota-Venice urban area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan, and a portion of the Port Charlotte-North Port

urban area, plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

WHEREAS, 23 CFR §450.314(b) and (d) provides that:

§450.314 Metropolitan planning agreements.

* * *

(e) If more than one MPO has been designated to serve an urbanized area there shall be a written agreement among the MPOs, the State(s), and the public transportation operator(s) describing how the metropolitan transportation planning processes will be coordinated to assure the development of consistent metropolitan transportation plans and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. If any part of the urbanized area is a nonattainment or maintenance area, the agreement also shall include State and local air quality agencies. The metropolitan transportation planning processes for affected MPOs should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs. Alternatively, a single metropolitan transportation plan and/or TIP for the entire urbanized area may be developed jointly by the MPOs in cooperation with their respective planning partners. Coordination efforts and outcomes shall be documented in subsequent transmittals of the UPWP and other planning products, including the metropolitan transportation plan and TIP, to the State(s), the FHWA, and the FTA.

(emphasis supplied); and

WHEREAS, Section 339.175(6)(j), Florida Statutes, provides that:

(6) POWERS, DUTIES, AND RESPONSIBILITIES.—

* * *

(j)1. To more fully accomplish the purposes for which M.P.O.'s have been mandated, M.P.O.'s shall develop coordination mechanisms with one another to expand and improve transportation within the state. The appropriate method of coordination between M.P.O.'s shall vary depending upon the project

involved and given local and regional needs. Consequently, it is appropriate to set forth a flexible methodology that can be used by M.P.O.'s to coordinate with other M.P.O.'s and appropriate political subdivisions as circumstances demand.

2. Any M.P.O. may join with any other M.P.O. or any individual political subdivision to coordinate activities or to achieve any federal or state transportation planning or development goals or purposes consistent with federal or state law. . . ; and

WHEREAS, Section 339.175(10)(a)2., Florida Statutes, provides that:

(10) AGREEMENTS.—

(a) Each M.P.O. shall execute the following written agreements, which shall be reviewed, and updated as necessary, every 5 years:

* * *

2. An agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan areas, specifying the means by which activities will be coordinated and how transportation planning and programming will be part of the comprehensive planned development of the area; and

WHEREAS, the primary purpose of this Agreement is to implement 23 CFR §§450.312 and 450.314, to comply with Section 339.175(10)(a)2., Florida Statutes, and to implement Section 339.175(6)(j)1. and 2., Florida Statutes, by setting forth a process by which each of the three MPOs shall conduct the metropolitan planning process in their respective jurisdictional planning boundaries and by which the three MPOs will coordinate regarding their respective long-range transportation plan and transportation related matters needed to qualify for federal aid and to otherwise comply with federal and state law; and

WHEREAS, there is an existing agreement between Charlotte County-Punta Gorda MPO and Sarasota/Manatee MPO entitled as the Interlocal Agreement for Joint Regional Transportation Planning and Coordination between the Sarasota/Manatee Metropolitan Planning Organization and the Charlotte

County-Punta Gorda Metropolitan Planning Organization, recorded on January 25, 2018, in Official Records Book 2710, Page 7341, Public Records of Manatee County, Florida, and on January 29, 2018, in Official Records Book 4277, Page 679, Public Records of Charlotte County, Florida (the “Existing Interlocal Agreement”)’ and

WHEREAS, Section 7 of the Existing Interlocal Agreement provides that:

Section 7. Term of Agreement. This Agreement shall have a term of ten (10) years commencing on the Effective Date of this Agreement. The Agreement shall terminate on December 31, 2028, but the Agreement may be renewed or extended by amendment to the Agreement. In 2023 and 2028, the parties hereto shall examine the terms of this Agreement, and the parties may agree to amend the provisions of this Agreement as may be appropriate. The failure to amend, reaffirm, or re-examine the terms of this Agreement shall not invalidate or otherwise terminate this Agreement; and

WHEREAS, the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO have both reviewed the Existing Interlocal Agreement and have determined that this new Agreement is a suitable replacement agreement; and

WHEREAS, therefore the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO have decided that it is in the public interest to terminate the Existing Interlocal Agreement and to adopt this instrument as a replacement ; and

WHEREAS, the Lee County MPO has reviewed this Agreement and finds that it is in the public interest to adopt this Agreement for the purpose of coordination of transportation planning in the Bradenton-Sarasota-Venice urban area and with transportation planning efforts in the Port Charlotte-North Port urban area; and

WHEREAS, the economic health of the Southwest Florida region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive funding process in Bradenton-Sarasota-Venice urban area and the

Port Charlotte-North Port urban area, as well as the areas subject to the jurisdiction of the Sarasota/Manatee MPO, the Charlotte County-Punta MPO, and the Lee County MPO.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the sufficiency of consideration being agreed to by the parties hereto, and the parties desiring to be legally bound do agree as follows:

Section 1. Recitals; Definitions.

(a) Each and all of the above recitals is incorporated herein. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

(b) The terms as used in this Agreement shall be defined as follows, unless the usage and context clearly indicates to the contrary:

“Agreement” means this instrument, as amended from time to time.

“Charlotte County-Punta Gorda MPO” means the Charlotte County-Punta Gorda Metropolitan Planning Organization, currently created and operated pursuant to an interlocal agreement recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida.

“Effective Date” of this Agreement, any amendment hereto, or any termination of this Agreement shall be the date on which the original instrument has been recorded in the Public Records of Charlotte, Manatee, Sarasota, and Lee Counties.

“Facilitator” means one who helps the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and/or the Lee County MPO, to design and follow a meeting agenda and assists the three MPOs to communicate more effectively throughout the dispute resolution process set forth in this Agreement. The facilitator has no authority to make or recommend a decision but may recommend alternatives as part of the facilitation process.

“FDOT” means the Florida Department of Transportation.

“Initiation Letter” means a letter from either the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, or the Lee County MPO, to the

other MPO(s), which formally identifies a dispute, asks the other MPO(s) and other named parties to engage in the dispute resolution process pursuant to this Agreement to resolve the dispute, and at a minimum, attend the initial settlement meeting.

“LRTP” means Long Range Transportation Plan as provided for in 23 CFR §45.306 and Section 339.175(7), Florida Statutes, and as amended from time to time.

“MPA” or “metropolitan planning area” means the geographic area determined by agreement between the MPO(s) for the area and the Governor(s), which must at a minimum include the entire urban area and the contiguous area expected to become urbanized within [at least] a 20-year forecast period for the metropolitan transportation plan [the LRTP], and may include additional areas. See 23 CFR §450.104.

“MPO” means a metropolitan planning organization as provided for in 23 USC §134, 49 USC §5303, and Section 339.175, Florida Statutes.

“Named Party” means any jurisdiction, public or private organization, group or individual who is named in an Initiation Letter, which is admitted by the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and/or the Lee County MPO, to participate in the settlement of a dispute, and which also automatically includes the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, and the Lee County MPO. Being a Named Party in the conflict resolution process shall not be construed to convey or limit standing in any judicial or administrative proceeding.

“Port Charlotte-North Port urban area” means the Port Charlotte-North Port urban area as described by the U.S. Bureau of the Census in 87 Federal Register 80114 (December 29, 2022), and as subsequently identified or revised by the U.S. Bureau of the Census.

“Representative” means an individual who is given guidance and authority to act, to the extent possible, by either the Charlotte County-Punta Gorda MPO, the Sarasota/Manatee MPO, or the Lee County MPO, in a conflict or dispute resolution case pursuant to this Agreement.

“Response Letter” means a letter by which a Representative formally notifies the initiator and other named parties of the responding MPO’s position, and whether the MPO is willing to participate in the process and, at a minimum, attend at least one settlement meeting.

“RTE” means the FDOT’s Regional Trails Enhancement program also known as the “Regional Transportation Alternatives Program (RTAP)”.

“Bradenton-Sarasota-Venice urban area” means the Bradenton-Sarasota-Venice urban area as described by the U.S. Bureau of the Census in 87 Federal Register 80114 (December 29, 2022), and as subsequently identified or revised by the U.S. Bureau of the Census.

“Sarasota/Manatee MPO” means the Sarasota/Manatee Metropolitan Planning Organization currently created and operated pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on November 3, 2014, in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and recorded on November 14, 2014, in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida.

“Settlement Agreement” means an agreement tentatively approved by the Representatives authorized by the Named Parties. Final approval of the Agreements may take the form of memorandums of understanding, contracts, interlocal agreements, or other forms mutually agreed to by the Charlotte County-Punta Gorda MPO, the Lee County MPO, and/or the Sarasota/Manatee MPO, or as required by law. Not all of the Named Parties need to agree to a settlement.

“TIP” means transportation improvement plan as provided for in 23 USC §134(j) and Section 339.175(8), Florida Statutes, and as amended from time to time.

“TRIP” means the Transportation Regional Incentive Program as provided for in Section 339.2819, Florida Statutes, as amended from time to time.

“UPWP” means the Unified Planning Work Programs of each MPO signing this Agreement, as amended from time to time.

Section 2. Purpose.

(a) The purpose of this Agreement is to promote and establish an administrative entity for communication and coordination between the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO and to foster joint regional cooperation and conduct regarding transportation planning in accordance with the goals, policies, concepts, and requirements of 23 U.S.C. §134 and 49 U.S.C. §5303, all as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240, Dec. 18, 1991, 105 Stat. 1914), the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, June 9, 1998, 112 Stat. 107), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, Aug. 10, 2005, 119 Stat. 1839; Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, July 6, 2012, 126 Stat. 500, and Fixing America's Surface Transportation Act (FAST Act), Public Law 114-94, December 4, 2015; 23 CFR §§450.306, and 450.312; and Section 339.175, Florida Statutes, and successor legislation and regulations. More specifically, this Agreement establishes the commitment by each party to this Agreement to develop joint regional transportation planning products and processes for the quad-county region of Manatee, Sarasota, Charlotte, and Lee Counties, subject to the jurisdiction of the Sarasota/Manatee MPO, the Charlotte County Punta Gorda MPO, and the Lee County MPO.

(b) Southwest Florida Transportation Planning Alliance.

(1) The purpose of this Agreement is also to create and provide a separate administrative entity to serve as a forum for transportation planning, coordination, and communication among the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, pursuant to this Agreement to be known as the Southwest Florida Transportation Planning Alliance.

(A) Notwithstanding the existence of this administrative entity consisting of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO Governing Boards, no action affecting the

Bradenton-Sarasota-Venice urban area within Sarasota or Manatee Counties shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Board of the Sarasota/Manatee MPO. No action affecting the Bradenton-Sarasota-Venice urban area within Charlotte County shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Board. No action affecting the Bradenton-Sarasota-Venice urban area within Lee County shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Board of the Lee County MPO.

(B) Notwithstanding the existence of this administrative entity consisting of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO Governing Boards, no action affecting the Port Charlotte-North Port urban area within Sarasota or Manatee Counties shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Board of the Sarasota/Manatee MPO. No action affecting the Port Charlotte-North Port urban area within Charlotte County shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Board of the Charlotte County-Punta Gorda MPO.

(2) Further, neither the Charlotte County-Punta Gorda MPO, the Lee County, and/or the Sarasota/Manatee MPO, need to meet jointly as the Southwest Florida Transportation Planning Alliance to take action. The Southwest Florida Transportation Planning Alliance is merely a name assigned to an administrative entity which structure and coordination will be conducted in accordance with the requirements of this Agreement. No funds will be handled, incurred, obligated, or disbursed by the Southwest Florida Transportation Planning Alliance.

(3) The boundaries of the Southwest Florida Transportation Planning Alliance shall be the jurisdictional boundaries of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, as amended from time to time. The members of the

Southwest Florida Transportation Planning Alliance shall be the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO.

(4) Record Keeping. If two or more MPOs meet jointly, the staff of the host MPO shall provide a recording secretary for any joint meetings of the MPOs. Record keeping and other clerical responsibilities shall be the duty of the MPO staff consistent with any MPO hosting a meeting. All minutes shall be distributed to all members of each MPO's Governing Board within not more than thirty (30) days after the holding of a meeting. Duplicate records of the official proceedings of the Southwest Florida Transportation Planning Alliance will be kept in the headquarters office of each MPO office. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

(5) Risk of Loss. The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each acknowledge that as a mere administrative entity, the Southwest Florida Transportation Planning Alliance cannot sue or be sued, nor bear any legal liability. Therefore, the parties to this Agreement agree that each MPO subject to this Agreement shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the Southwest Florida Transportation Planning Alliance forum. Members covered by a self-insurance program shall notify their respective covering-entities of this Agreement so that any added risk may be factored.

Section 3. Planning Products. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products:

(a) Joint Transportation Model Coordination; Joint LRTP Amendment.

(1) During the development and updates of each MPO's travel forecast model as part of each MPO's LRTP's, the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each coordinate the development of each MPO's model's external stations. This effort, as deemed

necessary, may include an exchange of necessary and current data and staff meetings.

(2) During the periodic development or updates of each MPO's LRTP, the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each coordinate the development of each MPO's LRTP development and revision. Specifically, at a minimum prior to adoption of an amendment to the LRTP by an MPO which is a signatory to this Agreement, said MPO shall give notice to the other MPOs that are signatories to this Agreement of the proposed amendment with a copy of the amendment. Said notice shall be given at least 30 days prior to adoption. With regard to the adoption of a new LRTP by an MPO which is a signatory to this Agreement, said MPO shall give notice to the other MPOs that are signatories to this Agreement of the proposed new LRTP with a copy of the proposed new LRTP. Said notice shall be given at least 60 days prior to adoption. These efforts, as deemed necessary, may include an exchange of necessary and current data and staff meetings.

(b) Joint Regional Long Range Transportation Plan (LRTP) Component. The Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each identify and designate by mutual agreement of the three MPOs of the Joint Regional Multi-Modal Transportation System as a component of each MPO's LRTP. Specifically, this exercise will identify regionally significant corridors and facilities. This identified system will be studied and refined as necessary as part of each MPO's LRTP update and considered throughout the LRTP process and analysis. Each MPO's Long Range Transportation Plan will be consistent with this regional plan.

(c) Joint Regional Project Priorities. Based on the determination of the Joint Regional Multi-Modal Transportation System described above in paragraph 3(b), the Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, will each annually identify their respective priorities on the identified Regional Multi-Modal Transportation System and include said projects in the respective MPO's Transportation Improvement Programs (TIP). Each MPO's TIP and Project Priorities will be consistent with the identified Regional

Project Priorities. This collaboration and the products developed will reoccur annually during the term of this Agreement and will be a continuing obligation and commitment.

(d) Joint Regional Public Involvement Process Component. The Charlotte County MPO, the Lee County MPO, and the Sarasota/Manatee MPO, have each developed public participation plans as set forth in 23 CFR §450.316. Therefore, the parties agree that each MPO will utilize their own adopted public participation plan to obtain public input, and that each MPO may revise their public participation plan from time to time independent of action by the other MPOs in the Southwest Florida Transportation Planning Alliance.

(e) TRIP Collaboration.

(1) (A) In respect to the TRIP program, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, agree to rotate the number one (1) project priority between Charlotte, Manatee, and Sarasota Counties for each round of negotiation related to the TRIP program, which project is to occur within the Bradenton-Sarasota-Venice urban area.

(B) In respect to the TRIP program, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, agree to rotate the number one (1) project priority between Charlotte, Manatee, and Sarasota Counties for each round of negotiation related to the TRIP program, which project is to occur within the Port Charlotte-North Port urban area. If no project is funded or the equity split set forth in sub-section (2) below hasn't been achieved, the county that hasn't had its share of TRIP funding would retain the number one priority slot until the equity split in sub-section (2) below is achieved. Thus, there are years in which potentially the rotation of the number priority would not be automatic or every year. If a county hasn't submitted a project in a particular cycle when it is occupying the number one priority position and or a project to achieve it's fair share of TRIP funds, as set forth in sub-section (2), TRIP funding would go to the MPO which has not received it's fair share of TRIP funding.

(C) The rotation or taking of turns, as described in section 3.(e)(1)(A) as the number one priority project upon the Effective Date of

this Agreement shall be Sarasota County first which is the current priority position for Sarasota County immediately prior to the Effective Date of this Agreement, Charlotte County second, and Manatee County third. Thereafter, the rotation order will then begin all over again.

(2) The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, each agree that the project funding requests will be submitted and ranked as reasonably practical in each negotiating round to equate to an equitable percentage of funding for both the TRIP program between the parties of approximately 33-1/3rd % for each of the three individual counties.

(3) The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO recognize, understand, and agree that the equity percentage of funding may fluctuate from year to year and round to round based upon FDOT's funding award decisions, but the overall intent and understanding is that between the three (3) counties there shall be a rotation or taking of turns as the number one priority for funding and awards equivalent to percentages as described above for each of the three (3) counties within the two MPOs.

(4) Notwithstanding the foregoing language in this Section 3., the Charlotte County-Punta Gorda separately adopts a TRIP Priority list with Lee County, and the Sarasota/Manatee MPO separately adopts a TRIP Priority list with the Polk TPO. While those priority lists aren't subject to this agreement; any TRIP funds that go to Manatee, Sarasota or Charlotte county projects will count in calculating the 1/3, 1/3, 1/3 split regardless of whether the TRIP funded project appeared on the Joint TRIP Priority list adopted by the Sarasota/Manatee and Charlotte County-Punta Gorda MPOs.

Section 4. Staff Services and Costs. The Executive Directors and staffs of each MPO will be responsible for development of the joint regional products identified in this Agreement with review and final approval by each MPO Governing Board. In this regard, each MPO will cooperate to equitably assign and share in the needed staff resources to accomplish these regional efforts as specified in their respective UPWP. Similarly, non-MPO staff services and costs for the joint regional efforts and products identified in this Agreement will be borne by each

individual MPO as described in its UPWP with deference to the size and budgets of the respective MPOs. The parties agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking Federal, State and local funding for the joint regional products to be developed.

Section 5. Planning Jurisdiction and Responsibilities.

(a) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Port Charlotte-North Port urban area located within Sarasota County shall be within the exclusive jurisdiction and authority of the Sarasota/Manatee MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Port Charlotte-North Port urban area located within Charlotte County shall be within the exclusive jurisdiction and authority of the Charlotte County-Punta Gorda MPO.

(b) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Manatee or Sarasota Counties shall be within the exclusive jurisdiction and authority of the Sarasota/Manatee MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Charlotte County shall be within the exclusive jurisdiction and authority of the Charlotte County-Punta Gorda MPO. All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Bradenton-Sarasota-Venice urban area located within Lee County shall be within the exclusive jurisdiction and authority of the Lee County MPO.

(c) Notwithstanding the foregoing, the Sarasota/Manatee MPO, the Lee County MPO, and the Charlotte County-Punta Gorda MPO, each pledge to consult with one another in promotion of the common goal of comprehensive transportation planning with regard to matters relating to the Bradenton-Sarasota-

Venice urban area located within Charlotte County, Lee County, Sarasota County, and Manatee County.

(d) Notwithstanding the foregoing, the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO, each pledge to consult with one another in promotion of the common goal of comprehensive transportation planning with regard to matters relating to the Port Charlotte-North Port urban area located within Charlotte County and in Sarasota County.

Section 6. Conflict Resolution.

(a) Purpose and Intent.

(1) The Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO mutually commit to use the following described Conflict Resolution Process to resolve any conflicts related to issues covered in this Agreement. Notwithstanding the foregoing, the Charlotte County-Punta Gorda MPO, Lee County MPO, and Sarasota/Manatee MPO, do not waive their respective rights to seek declaratory judgments as provided in Chapter 86, Florida Statutes.

(2) It is the intent of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, to promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight within the urban areas of Manatee, Sarasota, Lee, and Charlotte Counties. To aide in the accomplishment of these objectives the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, hereby establish a conflict resolution process to address any conflict that may arise in the planning and programming of regionally significant transportation projects and programs. If a conflict or dispute is between two of the MPOs to this Agreement, the third non-conflicting MPO need not participate in the conflict resolution procedure, unless it so opts to participate. It is the intent of the parties to this Agreement, as provided in Section 164.1041, Florida Statutes, that this Agreement sets forth an alternative dispute resolution process, and

that the dispute resolution process in Chapter 164, Florida Statutes, shall not apply to disputes subject to this Agreement.

(3) Each MPO is responsible for the planning and programming of transportation facilities, including, but not limited to, major roadways, airports, seaports, transit systems and intermodal or multimodal terminals, within the MPO's jurisdictional area or county, that will function as an integrated regional metropolitan transportation system. This conflict resolution process set forth in this Agreement will primarily focus on regionally significant plans; programs and projects, as identified in this Agreement and as designed, approved, or amended from time to time, as provided in this Agreement.

(4) With regard to the conflict resolution process, each MPO shall retain the authority to limit its respective Representative's decision-making or negotiating authority to such action agreed to by a majority of its respective MPO Governing Board voting members present and voting at a MPO meeting at which a quorum is present. This conflict resolution process consists of two basic components; an Initiation/Response phase and a Settlement phase.

(b) Initiation /Response Phase of the Process.

(1) This process must be initiated through the issuance of an Initiation Letter, by either one of the Charlotte County-Punta Gorda MPO, the Lee County MPO, or the Sarasota/Manatee MPO, to the other affected MPO. Any public or private, individual or group can participate if requested and named by either of the affected MPOs. Other persons or legal entities may contribute at various points in a session by mutual agreement of the Representatives of the affected MPOs. Such an Initiation Letter shall identify the issues to be discussed, Named Parties to be involved in the conflict resolution process, the initiating MPO's Representative and others who will attend a negotiating session, and a brief history of the dispute indicating why it is appropriate for this process.

(2) If required deadlines or any other reason necessitates a quicker resolution of the issue, the affected MPOs through their

Representatives may mutually agree to expedite this process.

(3) Within seven (7) days from receipt of the Initiation Letter, the MPO Executive Directors, or their designees, of the affected MPOs shall confer and agree to meet within thirty (30) days. The purpose of the settlement meeting shall be to review the issue in the Initiation Letter, determine if a resolution of the issue can be reached at the staff level, and make a joint report to each MPO's respective Governing Board regarding any conflict issue. Either the seven (7) day or the thirty (30) day time frame may be expanded by written Agreement of the representatives of the affected MPOs.

(4) The responding MPO Board will consider and provide a response letter regarding its Board's position within fifteen (15) days of the Governing Board's consideration of the issue. The fifteen (15) day time frame may be expanded by written Agreement of the representatives of the affected MPOs.

(5) If any conflict issue is not resolved through the expressed positions of the affected MPO Governing Boards, the affected MPOs will schedule a joint settlement meeting. Prior to the joint settlement meeting, the affected MPOs shall produce and distribute to all parties a report assessing the issues identified in the dispute.

(c) Settlement Phase.

(1) Settlement Meetings. At the joint settlement meeting, the affected MPOs will explain their positions, explore options, and seek a mutually acceptable agreement. A neutral facilitator may, upon mutual agreement by the affected MPOs, facilitate the settlement meeting. Any cost or expenses for facilitators, attorneys, other consultants, or expenses associated with such an agreement or with this conflict resolution process shall be shared equally by the MPOs participating in the conflict resolution process. At the joint settlement meeting, the affected MPOs shall consider guidelines for participation, identify the issues to be addressed, and present their concerns. The affected MPOs will then explore options for a solution and seek agreement. If the initial joint settlement meeting produces no agreement, the parties can proceed to

additional joint settlement meetings or other settlement measures through mutual agreement.

(2) Settlement Agreements and Reports. The form of all settlements reached through this process shall be determined by the affected MPOs, and may include interlocal agreements, concurrent resolutions, memoranda of understanding, plan amendments, or other forms as appropriate. Agreements signed by designated Representatives may be in the form of recommendations to the respective MPO Governing Boards and will be subject to their formal approval. The agreements may be included in the MPO LRTP and/or TIP where appropriate. The settlement agreement is not subject to challenge, but the implementing actions maybe. After any settlement meeting(s), the MPOs shall develop a joint report to each respective Governing Board, which shall, at a minimum include:

- Identification of the issues discussed and copies of any agreements reached;
- A list of potentially affected or involved jurisdictions, organizations, groups, or individuals;
- A time frame for starting and ending informal negotiations, additional settlement meetings, or joint meetings of elected bodies, as agreed to by both MPOs;
- A written fee allocation agreement to cover any costs of agreed upon conflict resolution procedures, if agreed upon or applicable; and
- A description of responsibilities and schedules for implementing and enforcing agreements reached. The report shall include any statements that any named or affected party wishes to include.

(e) Designated Representative. Unless determined to the contrary by a particular MPO's Governing Board, the designated Representative for that MPO shall be the MPO's Executive Director. A particular MPO may

designate a different Representative by giving notice as provided for herein of the appointment of a different Representative.

Section 7. Term of Agreement. This Agreement shall have a term of ten (10) years commencing on the Effective Date of this Agreement. The Agreement shall terminate on December 31, 2034, but the Agreement may be renewed or extended by amendment to the Agreement. In 2029 and 2034, the parties hereto shall examine the terms of this Agreement, and the parties may agree to amend the provisions of this Agreement as may be appropriate. The failure to amend, reaffirm, or re-examine the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 8. Amendment or Modification.

(a) This general terms of this Agreement applicable to all three MPOs or the specific terms of this Agreement applicable to the Bradenton-Sarasota-Vencie urban area, may only be modified with the approval of the Governing Boards of the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each by adopting the amendment hereto.

(b) The specific terms of this Agreement applicable to the Prot Charlotte-North Port urban area may only be modified with the approval of both Governing Boards of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, each by adopting the amendment hereto.

(c) No amendment shall be effective until an executed original amendment signed by the Chair of the affected MPOs, which amendment is recorded in the Public Records of each county as required by Section 163.01(11), Florida Statutes.

Section 9. Termination. This Agreement shall continue in force, unless terminated with or without cause by any MPO that is a signatory to this Agreement by providing thirty (30) days written notice to the other MPOs. This Agreement may also be terminated by agreement of all of the MPOs in writing. Upon notice given by one MPO to the other MPO, or upon an agreement by the MPOs to terminate this Agreement, a written termination of this Agreement shall be recorded in the Public Records of the counties described in Section 163.01(11),

Florida Statutes. No termination shall be effective until the written termination of this Agreement shall be recorded in the Public Records of the appropriate counties.

Section 10. Liability.

(a) The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between the parties by the actions or omissions of its individual governing board members, officials, employees or agents, in their official or personal capacities acting pursuant to the terms of this Agreement.

(b) As provided by Section 768.28(19), Florida Statutes (2023), the Charlotte County-Punta Gorda MPO, the Lee County MPO, and the Sarasota/Manatee MPO, each further agree that no provision of this Agreement shall require one party to indemnify or insure another party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence. Neither the Sarasota/Manatee MPO, the Lee County MPO, nor Charlotte County-Punta Gorda MPO, each by entry into this Agreement waives any defense of sovereign immunity, or increases the limits of its liability. Any liability of one MPO to another MPO for damages arising from an act or omission under this Agreement shall not exceed \$25,000. Each MPO shall bear its own attorneys' and paralegal fees for any action for damages or to enforce this Agreement either at law or in equity.

Section 11. No Joint Employment. The parties agree that this Agreement is not intended, nor does it create any joint employment agreement status between the Charlotte County-Punta Gorda MPO, the Lee County MPO, and/or the Sarasota/Manatee MPO, or the employees of one MPO to the employees of another MPO. And further, it is agreed that each employee of the respective parties shall remain under the sole direction, control and employment of only that employer.

Section 12. Notice.

(a) A notice or communication, under this Agreement hereunder by one MPO to another MPO shall be sufficiently given or delivered if dispatched by hand delivery, by nationally recognized overnight courier (*i.e.* – Federal

Express, United Parcel Services, etc.), or by U.S. certified mail, postage prepaid, return receipt requested. A receipt for giving notice by certified U.S. Mail or nationally recognized overnight courier must be obtained and maintained by the MPO giving notice. Notice is sufficient if given and addressed to the following:

To the Sarasota/Manatee MPO:

Executive Director
Sarasota/Manatee MPO
8100 15th Street East
Sarasota, Florida 34243

With Copy To:

ATTN: Sarasota/Manatee MPO General Counsel
Weiss, Serota, Helfman, Cole & Bierman, P.L.
200 East Broward Blvd. – Suite 200
Ft. Lauderdale, FL 33301

To the Charlotte County-Punta Gorda MPO:

Executive Director
Charlotte County-Punta Gorda MPO
1050 Loveland Boulevard
Port Charlotte FL 33980

To the Lee County MPO:

Executive Director
Lee County MPO
815 Nicholas Parkway East
Cape Coral, FL 33990

(b) Notices; Addresses; Time. Any party to this Agreement may unilaterally change its addressee or address by giving written notice thereof to the other party but the change is not effective until the change notice is actually received by the other party. For all other noticed matters, notice given by U.S. certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mail within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. For all other noticed matters, notice given by nationally recognized overnight courier service prepaid, properly addressed is deemed given when

deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual hand delivery is deemed given only when actually received by the recipient.

(c) **Relay of Official Notices and Communications.** If either MPO receives any notice from a governmental body or governmental officer that pertains to this Agreement (including but not limited to those notices from FDOT, the Federal Transit Administration, or the Federal Highway Administration), or receives any notice of litigation or threatened litigation affecting this Agreement or matters subject to this Agreement, the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement by giving notice.

Section 13. Termination of Certain Agreements. This Agreement terminates the Interlocal Agreement for Joint Regional Transportation Planning and Coordination between the Sarasota/Manatee Metropolitan Planning Organization and the Charlotte County-Punta Gorda Metropolitan Planning Organization, recorded on January 25, 2018, in Official Records Book 2710, Page 7341, Public Records of Manatee County, Florida, and on January 29, 2018, in Official Records Book 4277, Page 679, Public Records of Charlotte County, Florida. This Agreement is intended to replace the aforementioned instrument.

Section 14. Effective Date of Agreement or Amendment. As required by Section 163.01(11), Florida Statutes, this Agreement shall not become effective until the executed original Agreement is filed with the Clerks of the Circuit Court of Lee, Charlotte, Manatee, and Sarasota Counties. The Sarasota/Manatee MPO shall coordinate the execution and recording of this Agreement in the public records of the four counties.

Section 15. Execution by Use of Counterpart Signature Pages. This Agreement may be executed by each MPO by use of separate counterpart signatures pages.

IN WITNESS WHEREOF, the foregoing parties through their authorized officers has set their respective hands and seals as follows:

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION
PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY
METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE
COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**

SARASOTA/MANATEE
METROPOLITAN PLANNING
ORGANIZATION, a legal entity
created by interlocal agreement
and existing pursuant to Section
339.175, Florida Statutes

By: _____
Gene Brown, Chair

ATTEST:

David Hutchinson, Agency Clerk

Date: _____, 2024

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Gene Brown, as Chair of the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes. He is personally known to me or has produced _____ as identification.

Notary Public – State of Florida
At Large – My Commission Expires:

INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes

By: _____
John Gunter, Chair

ATTEST:

Agency Clerk

Date: _____, 2024

Approved as to form and legal sufficiency

STATE OF FLORIDA)
COUNTY OF LEE) By: _____
Derek Rooney, MPO Attorney

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, as Chairman of the Lee County Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes, on behalf of the organization. _____ is personally known to me or has produced _____ as identification.

Notary Public – State of Florida
At Large – My Commission Expires:

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION
PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATION, THE LEE COUNTY
METROPOLITAN PLANNING ORGANIZATION, AND THE CHARLOTTE
COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION**

CHARLOTTE COUNTY-PUNTA
GORDA METROPOLITAN
PLANNING ORGANIZATION, a
legal entity created by interlocal
agreement and existing pursuant
to Section 339.175, Florida
Statutes

By: _____
Christopher G. Constance,
Chair

ATTEST:

Agency Clerk

Date: _____, 2024

Approved as to form and
legal sufficiency

By: _____
Janette S. Knowlton
County Attorney

STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, as Chairman of the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes, on behalf of the organization. He is personally known to me or has produced _____ as identification.

Notary Public – State of Florida
At Large – My Commission Expires:

ADOPTION OF THE FY 2024/2025 AND FY 2025/2026 UNIFIED PLANNING WORK PROGRAM

RECOMMENDED ACTION: Adopt the **attached** (Exhibit A) FY 2024/2025 and FY 2025/2026 Unified Planning Work Program and resolution 24-04 authorizing the Chair or Designee to sign the MPO Agreement.

The MPO's Unified Planning Work Program (UPWP), the MPO's budget, for fiscal year 2024/2025 and fiscal year 2025/2026 is attached. The draft UPWP was submitted to the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA) and the Federal Transit Administration for their review and comments. The comments that we received are included in Appendix D along with how those comments have been addressed. In addition, the FDOT and MPO agreement outlining the funding is **attached** (Exhibit B). The TAC and CAC unanimously approved this item at their respective meetings held on May 2nd.



**UNIFIED PLANNING WORKPROGRAM
FOR
FISCAL YEARS 2024/25 - 2025/26
(July 1, 2024- June 30, 2026)**

Adopted: May 17, 2024

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

815 Nicholas Parkway East, P.O. Box 150045, Cape Coral, Florida 33915-0045

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Prepared by the staff and the participating agencies of the Lee County Metropolitan Planning Organization. This report was financed in part by the U.S. Department of Transportation, Federal Highway and Transit Administrations; the Florida Department of Transportation (FDOT); and participating local governments.

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration (FTA), U.S. Department of Transportation, under the State Planning and Research Program, Section 505 or Metropolitan Planning Program, Section 104(f)J of Title 23, U.S. Code (USC). The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

CFDA#20.205, Highway Planning and Construction

Federal Aid Project Number 0261 (062)

FDOT financial project number 439312-5-14-01 PL Funds

FDOT Contract Number: G2W18

The MPO does not discriminate against anyone on the basis of race, color, national origin, sex, age, disability, religion, or family status. For more information on the MPO's commitment to equity and nondiscrimination, or to express concerns visit www.leempo.com or contact Calandra Barraco with the Lee County MPO at 239-330-2243 or by email at cbarraco@leempo.com

FISCAL YEARS 2025 & 2026 UNIFIED PLANNING WORK PROGRAM

Lee County Metropolitan Planning Organization

VOTING MEMBERS

Mayor John Gunter, City of Cape Coral
Chair

Councilmember John R. King, Town of Fort Myers Beach
Vice-Chair

Mayor Kevin Ruane, Lee County Commissioner District 1
Treasurer

Deputy Mayor Fred Forbes, City of Bonita Springs
Councilmember Laura Carr, City of Bonita Springs
Councilmember Tom Hayden, City of Cape
Councilmember Dan Sheppard, City of Cape Coral
Councilmember Keith Long, City of Cape Coral
Councilmember Robert Welsh, City of Cape Coral
Councilmember Teresa Brown, City of Fort Myers
Councilmember Johnny Streets, Jr., City of Fort Myers
Councilmember Fred Burson, City of Fort Myers
Vice-Mayor Michael Miller, City of Sanibel
Mayor Jon McLain, Village of Estero
Commissioner Cecil Pendergrass, Lee County, District 2
Commissioner Ray Sandelli, Lee County District 3
Commissioner Brian Hamman, Lee County District 4
Commissioner Mike Greenwell, Lee County District 5

ALTERNATES

Councilmember Darla Betzer Bonk, City of Fort Myers
Councilmember Jim Atterholt, Town of Fort Myers Beach
Mayor Richard Johnson, City of Sanibel
Vice-Mayor Joanne Ribble, Village of Estero
Councilmember Jessica Cosden, City of Cape Coral
Councilmember Bill Steinke, City of Cape Coral
Councilmember Richard Carr, City of Cape Coral

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ACRONYMS USED IN THIS UPWP

3-C	Continuing, Cooperative, and Comprehensive
AMDA	Application for Master Development Approval
ADA	Americans with Disabilities Act
AMPO	Association of Metropolitan Planning Organizations
ATIS	Advanced Traveler Information System
ATPPL	Alternative Transportation in Parks and Public Lands
ATMS	Advanced Traffic Management System
AV/CV	Autonomous Vehicle/Connected Vehicle
BIL	Bipartisan Infrastructure Bill
BOCC	Board of County Commissioners
BPCC	Bicycle Pedestrian Coordinating Committee
BPAB	Bicycle Pedestrian Advisory Board
BPAC	Bicycle Pedestrian Advisory Committee
BRT	Bus Rapid Transit
CAC	Citizen Advisory Committee
CAD	Computer Aided Drafting
CAMP	Corridor Access Management Plan
CAP	Commuter Assistance Program
CAT	Collier Area Transit
CEMP	Comprehensive Emergency Management Plan
CFASP	Continuing Florida Aviation System Planning Process
CFDA	Catalogue of Federal Domestic Assistance
C.F.R.	Code of Federal Regulations
CIC	Citizen Involvement Committee
CIP	Capital Improvement Program
CMR	Congestion Monitoring Report
CMS	Congestion Management System
CMS/ITS	Congestion Management System/Intelligent Transportation System
CMP	Congestion Management Process
COA	Comprehensive Operations Analysis
COOP	Continuity of Operation Plan
CPU	Central Processing Unit
CRA	Community Redevelopment Agency
CRT	Commuter Rail Transit
CTC	Community Transportation Coordinator
CTD	Commission for Transportation Disadvantaged
CTS	Center Transportation Studies
CTST	Community Traffic Safety Team
CUTR	Center for Urban Transportation Research
CUTS	Coordinated Urban Transportation Systems
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
DRA	Downtown Redevelopment Agency
DRI	Development of Regional Impact
EAR	Evaluation and Appraisal Report
EEO	Equal Employment Opportunity
ESRI	Environmental Systems Research Institute
EST	Environmental Screening Tool
ETAT	Environmental Technical Advisory Team
ETDM	Efficient Transportation Decision Making
FAA	Federal Aviation Administration
FAC	Federal Aid Circular
FAP	Federal Aid Program

FAST	Fixing Americas Surface Transportation
FDOT	Florida Department of Transportation
FGCU	Florida Gulf Coast University
FHWA	Federal Highway Administration
FIHS	Florida Interstate Highway System
FM	Federal Management
FMR	Federal Management Regulation
FPTA	Florida Public Transportation Association
F.S.	Florida Statute
FSUTMS	Florida Standard Urban Transportation Model Structure
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographical Information System
GMISI	Grants Management Information System
ICAR	Intergovernmental Coordination and Review
IDAS	Intelligent Transportation Systems Deployment Analysis System
IIJA	Infrastructure Investment and Jobs Act
IMS	Incident Management System
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITS	Intelligent Transportation Systems
ITSSC	Intelligent Transportation Systems Stakeholder Committee
JARC	Job Access and Reverse Commute
JPA	Joint Participation Agreement
LAP	Local Agency Program
LC	Lee County
LCB	Local Coordinating Board for the Transportation Disadvantaged
LCDOT	Lee County Department of Transportation
LCHSTP	Locally Coordinated Public Transit Human Services Transportation Plan
LEP	Limited English Proficiency
LOS	Level of Service
LRTP	Long Range Transportation Plan
LUAM	Land Use Allocation Model
MAP-21	Moving Ahead for Progress in the 21st Century
M&O	Maintenance and Operations
MPO	Metropolitan Planning Organization
MPOAC	Metropolitan Planning Organization Advisory Council
MPOFPA	Metropolitan Planning Organization Freight Program Assessment
MPP/PL	Metropolitan Planning Program
MSTU	Municipal Service Taxing Unit
NARC	National Association of Regional Councils
NEPA	National Environmental Policy Act
NS/EW	North South/East West
OMB	Office of Management and Budget
PD&E	Preliminary Design and Environmental
PDA	Personal Digital Assistant
PEA	Planning Emphasis Area
PIP	Public Involvement Plan
PL	Federal Planning Funds
RFP	Request For Proposals
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users
SAP	Specific Area Plans
SEC.	Section
SEIR	State Environmental Impact Report
SHS	State Highway System

SIB	State Infrastructure Bank
SIS	Strategic Intermodal System
SOV	Single Occupancy Vehicle
SR	State Road
SRTS	Safe Route to School
STP	Surface Transportation Program
SWFMRT	Southwest Florida Metro-Regional Transportation
SWFRPC	Southwest Florida Regional Planning Council
TAC	Technical Advisory Committee
TAN	Transportation Advisory Network
TAOC	Transit Authority Oversight Committee
TAZ	Traffic Analysis Zone
TCEA	Transportation Concurrency Exceptions Area
TCSP	Transportation Community and System Preservation Program
TD	Transportation Disadvantaged
TOM	Transportation Demand Management
TOP	Transit Development Plan
TDSP	Transportation Disadvantaged Service Plan
TE	Transportation Enhancement
TELUS	Transportation Economic and Land Use System
TEA	Transportation Enhancement Application
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TIGER	Transportation Investment Generating Economic Recovery
TIM	Traffic Incident Management
TIP	Transportation Improvement Program
TMA	Transportation Management Area
TMC	Transportation Monitoring Center
TMOC	Traffic Management and Operations Committee
TOP	Transportation Outreach Program
TRANPLAN	Transportation Planning
TRB	Transportation Research Board
TRIP	Transportation Regional Incentive Program
ULAM	Urban Land Use Allocation Model
UPWP	Unified Planning Work Program
USC	United States Code
UZA	Urbanized Area
ZDATA	Zonal Data

INTRODUCTION

This Unified Planning Work Program (UPWP) has been prepared to define the tasks to be undertaken and the anticipated funding requirements of the Lee County Metropolitan Planning Organization (MPO) for fiscal years 2024/25 and 2025/26. This work program includes funding from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), State funded tasks and Locally funded tasks. The FY runs from July 1, 2024 through June 30, 2025 for FY 24/25 and from July 1, 2025 through June 30, 2026 for FY 2025/26.

This document is intended to inform the general public and all public officials and agencies that contribute monetary or in-kind support to the MPO's transportation planning process of its proposed budget for fiscal years 2024/25 through 2025/26. It is also intended to assign specific responsibilities for the various tasks to the participating agencies in accordance with the supplemental Interlocal agreement to the Interlocal agreement creating the MPO. In addition, the Unified Planning Work Program (UPWP) provides the basis for federal funding of the transportation planning activities to be undertaken with FHWA or FTA funds. The UPWP serves as the Lee County Metropolitan Planning Organization's budget.

This draft document has been developed with review and input opportunities provided from the MPO's committees (TAC, CAC and MEC). The final UPWP public review opportunities will include the MPO committees, posting on the website, sending out to the MPO's Transportation Advisory Network, providing to the Lee County library system for distribution, submitting notifications to the media, advertising the public meeting and review by the MPO Board.

Section 120 of Title 23, USC, permits a state to use certain toll revenue expenditures as a credit toward the non-federal matching share of all programs authorized by Title 23, (with the exception of Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, USC. FDOT will provide soft match for the FHWA Metropolitan Planning Program (MPP/PL) funds using toll revenue expenditures, to the extent that credits are available, as a credit toward the non-federal matching share. The amount identified represents the total amount of soft match required for the amount of FHWA PL funds budgeted in this UPWP for a total of \$309,022 for FY 24/25.

Statement of CPG participation:

The FDOT and the Lee County Metropolitan Planning Organization participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D.

Public Involvement Process:

The development of the UPWP has been through a public review and comment process consistent with the Lee MPO's Public Involvement Plan (PIP). The draft UPWP was provided

to the Technical Advisory Committee, Citizens Advisory Committee, and the MPO Executive Committee for their March meetings as an agenda item. These agendas were all posted on the MPO website for public review and public comment opportunities were provided at each meeting. The draft version was updated to respond to the comments prior to the TAC and CAC packets being sent out for recommendation of approval. The updates and response to comments are included in Appendix D of the document.

The final draft of the UPWP that will be brought to the MPO Board will be posted on the website for review two weeks prior to the Public Hearing, sent to the Transportation Advisory Network contacts for review, submitted to the Lee County library system for distribution, and advertised in the Fort Myers News Press. The MPO agenda and access to the document will also be submitted to the e-mail contact list that receives the MPO agendas. The MPO Board will hold a public hearing on May 17, 2024 to hear comments prior to final determination.

Following this introduction is a discussion of the organization and management of the Lee County Metropolitan Planning Organization (MPO). Within the main sections of the Unified Planning Work Program, the specific transportation planning activities to be undertaken in the two fiscal years by the MPO staff are organized into four major sections, each of which may include a number of Individual tasks:

1. Administration This section includes those functions required to manage the transportation planning process on a continuing basis, including program administration, development review and reporting, as well as such activities as intergovernmental coordination, coordination and implementation of regional transportation planning initiatives for the urbanized area of Southwest Florida, so as to form a closer coalition among Collier, Charlotte, Glades, Hendry and Sarasota counties, citizen participation, public information, Involvement and education of the public about all aspects and phases of transportation planning with focus on early and continuous gathering of information from the public in order to facilitate optimal transportation decision making and staff training. It also includes any planning activities not identified as part of any task in another section.

2. Systems Monitoring This section includes those work tasks needed to monitor and analyze travel behavior and factors affecting travel, such as socio-economic, land use, environmental, and transportation system data. Information collected in these tasks is used extensively in many other Unified Planning Work Program tasks, including the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP) updates, Congestion Management, Transit Planning, and project planning.

3. Systems Planning This section includes transportation system planning tasks related to contingency operations and long or short range transportation planning and programming. Specific tasks may include further improvement and revalidation of the travel demand forecasting model the development, review, amendment and updating of the Long Range Transportation Plan and Transportation Improvement Program.

4. Project Planning This section includes those work tasks concerned with preparing more detailed plans for specific projects and programs identified in the more conceptual system level plans, such as airport master plans, transportation disadvantaged, corridor studies and bicycle/pedestrian studies.

Each of the local governments that participate in the Lee County Transportation Study has adopted a comprehensive plan in accordance with Chapter 163, Florida Statutes (FS). Each of these plans contain a traffic circulation element which, for the most part, reflects the MPO's long-range transportation plan in effect at the time it was last updated. Each of the local governments participates in the MPO's planning process through the Technical Advisory Committee (TAC), the Bicycle Pedestrian Coordinating Committee (BPCC), the Traffic Management Operations Committee and the MPO. This UPWP has been developed to be consistent, to the maximum extent feasible, with the approved growth management plans of the participating local governments and the Strategic Regional Comprehensive Policy Plan (SRPP) of the Southwest Florida Regional Planning Council (RPC).

The level of planning effort represented by this UPWP reflects federal and state requirements as well as local needs and issues and is constrained by the funds available to carry out the program.

FY 2024/25 and FY 2025/26 Transportation Planning Priorities: A major emphasis area in the UPWP continues to include the development of performance measure targets and incorporating how we are striving to meet the targets in our planning documents.

The MPO will be working on developing its project priorities for Surface Transportation Program (STP) and State, Transportation Alternatives (TA), Transportation Regional Incentive Program (TRIP), Strategic Intermodal System (SIS) and Multi-Modal Enhancement Box funds over the Spring in both 2025 and 2026 to help guide FDOT in the development of its Work Program.

The MPO will continue to participate in the implementation of FDOT's Efficient Transportation Decision Making Process to environmentally screen the proposed future projects and may prepare a multi-year business plan to supplement the UPWP if the MPO will need to carry over a significant percentage of its annual allocation of PL funds for use in later years.

As Lee County is an attainment area for the National Ambient Air Quality Standards, this MPO is not required to undertake an air quality planning program (although it does consider projections of vehicle emission in the comparison of network alternatives), nor does any other agency do air quality planning for Lee County.

LeeTran will also continue programs for compilation of data for the monthly and annual National Transit Database submissions; continue efforts to improve the ADA compliance, passenger safety and amenities. LeeTran will also be updating the Public Transportation Agency Safety Plan and continuing with the update of the Transit Development Plan.

Status of Transportation Planning Activities

MPO Planning Activities

Transportation Planning Activities in the Lee County metropolitan area are undertaken with funds obtained through Titles 23 and 49, U.S.C.

Regional Planning

During the last UPWP time frame, the Lee MPO participated in meetings of the District 1 Coordinated Urban Transportation Systems (CUTS) committee, Continuing Florida Aviation System Planning Process (CFASPP), MPOAC meetings, FMPP and in the District and State-wide meetings with FDOT, Charlotte-Punta Gorda MPO, Collier MPO, Lee County DOT, and Charlotte County.

The Lee MPO participated in the Collier MPO's Technical Advisory Committee (TAC), the joint Lee-Collier Technical Advisory Committee (TAC), Citizen's Advisory Committee (CAC), Metropolitan Planning Organization (MPO) Board, and the Bicycle Pedestrian Coordinating Committee (BPCC)/Pathways Advisory Committee meetings. The Lee County and Collier MPOs worked together in prioritizing Transportation Regional Incentive (TRIP) funds and regional projects.

The Lee MPO also participates in the Lee and Charlotte County Punta-Gorda Metropolitan Planning Organizations' TAC meetings and the two Boards have adopted regional TRIP projects and resolutions.

Long Range Transportation Plan

The MPO adopted and amended the 2045 LRTP to be consistent with changes to projects. The MPO has begun the initial data collection for updating the Long Range Transportation Plan (LRTP) to a 2050 horizon year that will be adopted by the MPO Board in December of 2025.

Short Range Transportation Planning

The MPO's TIP has been amended several times to add new projects, adjust project limits and project funding due to rising construction costs.

Goods and Freight Movement Planning

The Lee MPO continues to plan for increasing freight demands from our population increases and changes in how households and businesses are using online orders to purchase goods. A Goods and Freight study was updated as part of the Long Range Plan and staff continues to collect and analyze freight shipping and impacts. The MPO staff also provided information to FDOT for the development of the District One Freight and Mobility Plan.

Congestion Management/ITS

The MPO continues to participate in the Community Traffic Safety Committee to participate in resolving short term Congestion Management solutions as well as bringing back improvements that need to be included in the priority process. The MPO participated in the development of the TSM&O Plan that is now being used to prioritize projects and studies to address improvements included within the document. The MPO is currently looking at developing a joint Congestion

Management Plan with Collier with the development of the 2050 LRTP.

Bicycle Pedestrian Planning

The MPO adopted local and joint regional Transportation Alternatives (TA) Program priorities in the spring of 2023 and 2024. The MPO also endorsed applications for bicycle pedestrian facilities to be implemented with Safe Routes to School (SRTS) Program funds. The MPO also prioritized SU funded bicycle pedestrian projects in the spring of 2023 and 2024 as well. The MPO also takes part in FDOT's Electronic Review Comment (ERC) Team and has been regularly reviewing design plans for resurfacing and capacity projects in Lee County to ensure accommodation of bicycle pedestrian and transit facilities consistent with the adopted MPO and local plans. The MPO also participates in the review of design plans of traffic operations projects and stand-alone bicycle pedestrian projects that are programmed through the MPO priority process or funded by District 1 with Highway Safety Program funds. The MPO participates in field reviews with FDOT and affected jurisdictions during the design review phase. The MPO also attends periodic Local Agency Project meetings to keep informed of project status and assist with programming changes and increased funding requests due to project cost increases.

Public Transportation Planning

The MPO updated the Transit Element of the Long Range Transportation Plan as part of the development of the 2045 LRTP and participated with LeeTran on the update of the Transit Development Plan. The MPO participates in the funding of transit planning staff and studies and programs supporting transit improvements.

Transportation Performance Measures

For the reporting of Performance Measures for Highway Safety, Pavement and Bridge, System Performance and Transit Asset Management as required by , the Lee MPO has adopted targets consistent with FDOT's targets. The MPO has also adopted the Transit Safety and TAMP targets developed by LeeTran.

The MPO continues to analyze the transportation system performance on a regular basis to help determine projects and programs to address issues and to help meet the targets. In particular, the MPO analyzes traffic crash data on an ongoing basis in support of our partner agencies and their programs as well as for prioritizing projects and programs that will help reduce multi-modal crashes, fatalities, and injuries.

FDOT Planning Activities

The Florida Department of Transportation provides support to the MPO in all of the planning activities that are listed over the previous two pages. This support ranges from participation in the various projects related to these items to producing Statewide, Districtwide and Lee County only studies that we use to better define projects and programs that are needed to improve existing and future transportation conditions in our MPO area. Listed below are specific projects/programs that the FDOT District One is providing:

FDOT District One Planning Factors:

- GIS Application Development and System Maintenance
- Systems Planning and Reviews

- Interchange Reviews
- Travel Demand Model Development
- ETDM/Community Impact Assessment
- Statistics
- Federal Functional Classification
- Traffic Counts Program
- Modal Development Technical Support
- Transportation Alternatives Program Development
- Commuter Services
- State Highway System Corridor Studies
- Growth Management **Technical Support**
- Complete Streets **Technical Support**
- Freight Mobility Support
- Promoting and coordinating Safety for all modes of transportation, including bicycle and pedestrian.

ORGANIZATION AND MANAGEMENT

The Lee County Metropolitan Planning Organization (MPO) is an intergovernmental transportation planning agency created by an interlocal agreement among Lee County, Fort Myers, Cape Coral, Sanibel, Fort Myers Beach, Bonita Springs, Estero, and the Florida Department of Transportation (FDOT). It is comprised of eighteen (18) elected officials representing the above mentioned jurisdictions. The Lee County MPO is a completely independent governmental entity.

The MPO was reorganized to its present form in 1978, at which time a Citizen Advisory Committee (CAC) was formed to provide policy recommendations to the MPO. In 1980, the Lee County Metropolitan Planning Organization (MPO) disbanded the Citizen Advisory Committee (CAC) because of activities the Lee County Metropolitan Planning Organization (MPO) considered improper. It was replaced in 1981 by a Citizen Involvement Committee (CIC) whose role was restricted to advising the Lee County Metropolitan Planning Organization (MPO) and its staff on public information and involvement activities. The Citizen Involvement Committee (CIC) was re-constituted a year later as the Citizen Advisory Committee (CAC), with its role once again expanded to include providing recommendations to the Lee County Metropolitan Planning Organization (MPO) on policy issues.

Since 1982, the CAC has functioned to provide recommendations to the Lee County Metropolitan Planning Organization from the public's perspective on proposed transportation system plans, priorities for state and federal funding, and other transportation issues. As stated in its bylaws, it currently consists of 25 members, including two (2) members from different communities within each county commission district, appointed by the corresponding county commissioner. The other 14 members of the Lee County Metropolitan Planning Organization Citizen Advisory Committee will be distributed based on jurisdiction. The City of Cape Coral will appoint five (5) members, the City of Fort Myers will appoint three (3) members, the City of Bonita Springs will appoint two (2) members, and the City of Sanibel, the Town of Fort Myers Beach and Estero will each appoint one (1) member who lives within his/her jurisdiction. In addition, the Lee County Metropolitan Planning Organization as a whole will appoint one (1) transportation-disabled member and two other at-large positions to encourage minority and low income participation.

Generally, the topics discussed at the Citizen Advisory Committee meetings correspond to those topics to be considered at upcoming Lee County Metropolitan Planning Organization Board meetings. The Citizen Advisory Committee members may also serve on task forces or steering committees to study special items and make recommendations back to the CAC and the Board.

The Technical Advisory Committee (TAC) consists of local and state agency planners, engineers, and transit operators who make recommendations to the Lee County Metropolitan Planning Organization (MPO) on transportation plans, programs, amendments, and priorities on behalf of the agencies they represent. By doing so, it provides a continuing liaison with local, state, and federal agencies involved in transportation planning process.

A Traffic Management Operations Committee (TMOC) is sponsored by the MPO to make recommendations on traffic operations, ITS and congestion management matters

requiring intergovernmental coordination at the technical level as well as making recommendations on congestion mitigation projects and priorities.

A Bicycle Pedestrian Coordinating Committee (BPCC) is sponsored by the MPO to coordinate local governments' and FDOT's bicycle/pedestrian planning and project development activities, to review the provisions for cyclists and pedestrians in plans for state highway improvements and to advise on the development of the bicycle/pedestrian element of the MPO's long range transportation plan as well as the currently ongoing development of the County-wide Bicycle/Pedestrian Master Plan. It is also responsible for reviewing and making recommendations on bicycle and pedestrian improvements proposed for funding from the transportation enhancement program and from the box funds that are set-aside from the urban-attributable funds by the MPO for bicycle and pedestrian.

The MPO also appoints a Local Coordinating Board (LCB) to oversee the Transportation Disadvantaged program for Lee County LCB meets quarterly. Assistance on transit planning issues is provided to the MPO by LeeTran (the division of Lee County government that operates the local transit system). Legal counsel to the MPO is provided by Gray Robinson.

Technical assistance by the Florida Department of Transportation (FDOT) is provided primarily through the District 1 offices in Bartow and in Fort Myers. Federal financial assistance is provided by the Federal Highway Administration and the Federal Transit Administration. The Florida Department of Transportation matches the Federal Highway Administration and Federal Transit Administration funds with toll revenue credits. Additional financial support is also contributed by the participating local governments. The Florida Commission for the Transportation Disadvantaged provides a planning grant that funds most of the cost of staff support for the Transportation Disadvantaged Program (Task 4.3)

Local transportation needs are re-evaluated annually. Based on this evaluation, project priorities are established and made part of the MPO's annual Transportation Improvement Program (TIP). These priorities are forwarded to FDOT to guide it in the annual update of its Five Year Work Program. The FDOT then programs these projects, in priority order to the maximum extent practical, considering production schedules and funding constraints. In the event that it cannot meet the MPO's priorities, the FDOT reports back to the MPO to explain why. By Federal and/or State law, all surface transportation improvement projects must be included in and consistent (to the maximum extent feasible) with the MPO's TIP in order to be eligible for Federal and State funding. Consequently, the MPO's TIP is the primary document that guides all State and Federally funded transportation improvements in Lee County.

The MPO has in place various agreements with state and local governments and agencies that promote the continuing, cooperative, and comprehensive (3-C) planning process. These agreements include the following:

- a. The Interlocal Agreement for the Creation of Metropolitan Planning Organization that was finalized in March 2016.
- b. The Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, adopted April 29, 2013 (currently being updated);

- c. The Interlocal agreement for joint regional transportation planning and coordination between the Collier and Lee County MPOs, updated and adopted March 20, 2009;
- f. The Interlocal agreement for joint regional transportation planning and coordination between the Charlotte and Lee County MPOs, updated and adopted December 13, 2013;and
- g. The Planning Funds Agreement approved on May 15, 2022 for the term from July 1, 2022 through June 30, 2024.
- h. The Interlocal Agreement for services between Lee County Transit and the MPO approved in March of 2024.

The MPO operates under a duly adopted set of bylaws as does its advisory and coordinating committees. The MPO has a Continuity of Operation Plan that was last updated in June of 2020. Official records of MPO business are maintained at the MPO offices, located at 815 Nicholas Parkway East, Cape Coral, Florida 33990. All of the MPO's records are available for inspection during normal business hours.

Cost Analysis Certification
Lee County MPO
Unified Planning Work Program - FY 2025
Adopted 5/17/2024
Revision Number: Initial Adoption

I hereby certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary, as required by [Section 216.3475, F.S.](#) Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Victoria Peters

Community Liaison, FDOT D-1
Title and District

Signature May 17, 2024

1.0 ADMINISTRATION

- 1.1** PROGRAM MANAGEMENT AND SUPPORT
- 1.2** UNIFIED PLANNING WORK PROGRAM
- 1.3** PUBLIC INVOLVEMENT AND OUTREACH PROGRAM
- 1.4** EQUIPMENT AND RESOURCE PURCHASE, UPGRADE AND MAINTENANCE
- 1.5** REGIONAL COORDINATION
- 1.6** TRANSIT PROGRAM MANAGEMENT AND SUPPORT
- 1.7** LOCALLY FUNDED ACTIVITIES

Section: ADMINISTRATION _____ **UPWP Task No: 1.1**
Task: PROGRAM MANAGEMENT AND SUPPORT

OBJECTIVE

To properly manage the transportation planning process, ensuring that it is continuous, cooperative and comprehensive.

REQUIRED ACTIVITIES

- Staff support of MPO, MEC, TAC, and CAC meetings including meeting notification, advertisement and the preparation of minutes and agenda packages.
- Amendment of TAC, CAC and MPO bylaws if and when necessary.
- Provide Florida Government in the Sunshine (Sunshine Law) updates to MPO, MEC, TAC and CAC members.
- Address through its attorney Florida Sunshine law issues, if and when needed, as they apply to scheduling subcommittee meetings, special meetings of the MPO and participation of MPO advisory process.
- Maintaining records for proper management committee members in special committees and Boards not part of the MPO planning
- Processing of invoices, performance of grant requirements, annual financial audits and budgets.
- Present annual audit report to the MPO Executive Committee
- Employee paid time off, retirement, health and life benefits.
- Office insurance requirements including workers comp, business owners and D&O.
- Preparing and submitting monthly progress reports, invoices, and related documents, as required.
- Preparing for and participating in the MPO's joint certification reviews with FDOT each year and FHWA every four years.
- Participating in MPOAC and CUTS and meetings, as required, to receive information on the best planning practices, to discuss and provide input on planning requirements, to provide input on projects and programs that impact our MPO area.
- Travel as part of local, regional, and statewide meetings and training for staff and the Board.
- Preparing MPO agreements and resolutions.
- Update and test the MPO's Continuity of Operations Plan (COOP), as needed.
- Attend training for Title VI, Environmental Justice, and Limited English Proficiency Programs.

Section: ADMINISTRATION _____ **UPWP Task No: 1.1**
Task: PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

PREVIOUS WORK

- Preparation of agenda packages and technical assistance for the MPO Board, MEC, TAC and CAC Committee's.
- Coordination with federal, state, and local government committees and MPO Committees.
- Preparation of contracts and agreements between the MPO and participating agencies.
- Preparation of State and Federal Certification Documentation, agreements, resolutions and JPA's.

END PRODUCT

- Monthly: Agenda packages for MPO, MEC, TAC, and CAC meetings.
- Fall/Winter of 2025 and 2026: Work with Auditor to prepare MPO audit for the Executive Committee's review.
- February/March 2025 and 2026: Joint state certification reviews.
- As needed: Update MPO's founding interlocal agreement and other agreements.
- Monthly PL funding: Put together progress reports and invoices.
- Ongoing: Advertising of meetings, public hearings, public notices, and legal ads.
- Monthly: Travel to meetings, training, and workshops.
- As Provided: Staff attended Environmental/Title VI training hosted by FDOT, FHWA and FTA.
- Quarterly: Participation in the statewide MPO Advisory Council and FDOT District One Coordinated Urban Transportation Studies (CUTS) meetings.
- Spring 2025 and 2026: MPOAC weekend institute training for selected Board members.
- Ongoing: Coordination with Committees and MPO Board on transportation related issues.
- Ongoing Update of MPO informational materials and reports.
- Yearly: Obtain Insurance that includes Directors and Officers, Business Owners, Workers Compensation, Life, Disability Insurance through an Insurance Broker (McGriff).

Section: ADMINISTRATION _____ UPWP Task No: 1.2
Task: UNIFIED PLANNING WORK PROGRAM

OBJECTIVE

Maintain a UPWP document for the Lee County MPO that reflects the anticipated annual funding requirements and description of staff activities undertaken to carry out the metropolitan transportation planning process.

REQUIRED ACTIVITIES

- Preparation of a two year UPWP, coordination and monitoring of UPWP activities and participating agency UPWP support, and amendments of the UPWP as necessary during the year.
- Preparation of a multi-year business plan, to project future tasks and funding needed.
- Incorporate all applicable federal and state rules and procedures in developing the UPWP.
- Submit all draft documents to review agencies at the local, state, and federal levels.
- Incorporate agency comments and submit final document to FDOT, FHWA and FTA for approval.

PREVIOUS WORK

- Development of the Fiscal Year FY 2022/23 and FY 2023/24 UPWP.
- Amendments to the FY 2022/23 and FY 2023/24 UPWP.

END PRODUCT

- March 15, 2024: Develop a draft UPWP for FYs 24/25 and 25/26, including all necessary budget spreadsheets for review.
- May 15, 2024: Develop final UPWP for FYs 24/25 and 2025/26.
- As needed: Amendments to the adopted 2 year UPWP.

Task No: 1.2 Unified Planning Work Program								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$6,000	-	-	-	-	-	\$6,000
	Subtotal:	\$6,000	-	-	-	-	-	\$6,000
	Total:	\$6,000	-	-	-	-	-	\$6,000

Task No: 1.2 Unified Planning Work Program								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)	FTA 5305	FTA State Match	FTA Local Match	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$6,000	-	-	-	-	-	\$6,000
	Subtotal:	\$6,000	-	-	-	-	-	\$6,000
	Total:	\$6,000	-	-	-	-	-	\$6,000

Section: ADMINISTRATION _____ UPWP Task No: 1.3
Task: PUBLIC INVOLVEMENT AND COMMUNITY OUTREACH

OBJECTIVE

Involve and educate the public about all aspects and phases of transportation planning with a focus on early and continuous gathering of information from the public in order to facilitate optimal transportation decision making.

REQUIRED ACTIVITIES

- Create public and media awareness of the Lee County MPO.
- Update MPO outreach materials: develop notifications and announcements as needed to disseminate information.
- Increase media relations and maintain positive and proactive media presence.
- Provide interviews and answer questions on MPO projects to print and broadcast media.
- Prepare and conduct surveys to gain public input.
- Annual review of the MPO's *Public Involvement Plan* (PIP), and maintenance of the MPO's e-mail contact list.
- Conduct public information and participation efforts consistent with the MPO's Public Involvement Plan.
- Continuously update the Lee County MPO Web site with meeting dates and information, project documents and studies.
- Continue to monitor updates on federal requirements for Title VI and Disadvantaged Business Enterprise (DBE) as they apply to planning operations.
- Update Geographical Information Systems (GIS) maps using low income and minority community location data as defined in the Census files for Title VI documentation.
- Public relations work involving dissemination of MPO information at community events and meetings, safety events, chamber meetings and project meetings.
- Update the Limited English Proficiency (LEP) Plan as required by census data.
- Document measures of effectiveness for the Public Involvement Plan and make changes to procedures.

PREVIOUS WORK

- As Needed: Review and update of the Public Involvement Plan.
- Continuous: Update and add to the e-mail contact lists.
- Distribution of MPO documents to the libraries in the Lee County Library System.
- Interviews and presentations related to MPO process, documentation, studies, and projects.
- Development of public notices, advertisements, media interviews, newsletters and website distribution of public meeting items and transportation items of interest.
- Continuous: Updates to the MPO Website.
- Various: Participate in Safety Events.
- Various: Presentations at neighborhood meetings, business meetings, advocacy meetings, Chambers events, HOA's, transit meetings, public meetings, and workshops etc.

Section: ADMINISTRATION_____UPWP Task No: 1.3
Task: PUBLIC INVOLVEMENT AND COMMUNITY OUTREACH
(CONTINUED)

END PRODUCTS

- Ongoing: Measures of effectiveness of public involvement activities.
- Annual: PIP update to reflect minor changes prompted by the results of the measures of effectiveness plan.
- Ongoing: Dissemination of information about MPO events and workshops.
- As Needed: Update the Limited English Proficiency (LEP) Plan.
- Ongoing: Continue to monitor updates on federal requirements for Title VI and Disadvantaged Business Enterprise (DBE) programs as they apply to planning operations. Attend training for Title VI and Environmental Justice Programs.
- Ongoing: Gather public input from the Committees and the public regarding projects.
- Ongoing: Attendance and participation in safety workshops and events.
- Ongoing: Research and respond to public questions and comments.
- Ongoing: Presentations to neighborhood communities, business groups, associations, and other agencies on existing and future MPO plans, programs and projects to educate on the planning process and to receive comments, questions and input to provide better and more accurate plans and projects that meet the needs of our communities.

Task No: 1.3 Public Involvement and Outreach Program								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000
	Total:	\$20,000	-	-	-	-	-	\$20,000

Task No: 1.3 Public Involvement and Outreach Program								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000
	Total:	\$20,000	-	-	-	-	-	\$20,000

Section: ADMINISTRATION. _____ UPWP Task No: 1.4
Task: OFFICE EQUIPMENT AND RESOURCE PURCHASE, UPGRADE AND MAINTENANCE

OBJECTIVE

To provide for the capital and operating costs related to office operations including the purchase and maintenance of necessary equipment, rent for office and storage space, office equipment, computer equipment, software and printing and publication costs.

REQUIRED ACTIVITIES

- Purchase of computers, laptops and equipment, software, and audio visual equipment.
- Computer network and IT costs, maintenance and upgrades of computers, laptops, and equipment.
- Rental lease payments for the office space.
- Rental lease payments for the storage unit.
- Periodic updates of software and GIS software maintenance fees.
- Monthly payments of phone, internet, cloud storage, network, and website bills.
- Lease of office equipment, such as the copy machine.
- Annually update equipment inventory.

PREVIOUS WORK

- 2024: Purchase one new laptop computer (CPU: Intel Core i7 -13700H 44mb Cache, 14 Cores,20 Threads, 2.4-5.0GHZ Turbo, 45W; NVIDIA RTX A%) 4GB GDDR6 Graphics; 16GB, 2x8GB 5200MT/s SODIMM, DDR5,Non-ECC; 512GB, M.2 2230, GEN 4 PCIe NVme SSD, Class 35).
- Update equipment and inventory.
- Update and purchase of office software including GIS maintenance fees.

END PRODUCT

- 2026: Purchase one new laptop computer (CPU: Intel Core i7 -13700H 44mb Cache, 14 Cores,20 Threads, 2.4-5.0GHZ Turbo, 45W; NVIDIA RTX A%) 4GB GDDR6 Graphics; 16GB, 2x8GB 5200MT/s SODIMM, DDR5,Non-ECC; 512GB, M.2 2230, GEN 4 PCIe NVme SSD, Class 35).
- Monthly: Rental and lease agreements for office, room rentals and security for meetings, storage facility, telephone, internet, webhosting services, e-fax services, conference phone services, and virtual data hosting.
- Monthly: Lease of copier (through DeLage Landen) and copier, copy service/ charges (through Accent Business Products) procured through written quotes.
- Ongoing: IT service for maintenance of computers and software.
- Ongoing: Service for printers.
- Update equipment Inventory and yearly software license fees that includes ESRI, Microsoft, Acrobat, Survey Monkey, GoDaddy, SoundCloud, Quickbooks, and Replicon through Government pricing.
- Printing of Bicycle Maps for distribution.

Task No: 1.4 Office Equipment and Resource Purchase, Upgrade and Maintenance
Estimated Budget Detail for FY 2024/2025

Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	-	-	-	-	-	-	-
	Subtotal:	-	-	-	-	-	-	-
B. Other Direct Expenses								
	Office, Meeting Room Rent & MPO storage	\$15,000	-	-	-	-	-	\$15,000
	Telephones & Conference Calling	\$4,000						\$4,000
	Copier Lease/Copy Charges	\$7,000						\$7,000
	Network & File storage	\$2,000						\$2,000
	Internet & Website hosting	\$3,000						\$3,000
	Office Supplies	\$2,000						\$2,000
	Mailings, Postage & P.O. Box	\$2,000						\$2,000
	Map, brochure & booklet printing	\$4,000						\$4,000
	Computers & Software upgrades	\$18,000						\$18,000
	IT Service and Maintenance	\$3,000						\$3,000
	Subtotal:	\$60,000	-	-	-	-	-	\$60,000
	Total:	\$60,000	-	-	-	-	-	\$60,000

Task No: 1.4 Office Equipment and Resource Purchase, Upgrade and Maintenance

Estimated Budget Detail for FY 2025/2026

Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)	FTA 5305	FTA State Match	FTA Local Match	Trans. Disa d.	Total
A. Personnel Services								
	MPO staff salaries	-	-	-	-	-	-	-
	Subtotal:	-	-	-	-	-	-	-
B. Other Direct Expenses								
	Office, Meeting Room Rent & MPO storage	\$15,000	-	-	-	-	-	\$15,000
	Telephones & Conference Calling	\$4,000						\$4,000
	Copier Lease/Copy Charges	\$7,000						\$7,000
	Network & File storage	\$2,000						\$2,000
	Internet & Website hosting	\$3,000						\$3,000
	Office Supplies	\$2,000						\$2,000
	Mailings, Postage & P.O. Box	\$2,000						\$2,000
	Map, brochure & booklet printing	\$4,000						\$4,000
	Computers & Software upgrades	\$18,000						\$18,000
	IT Service and Maintenance	\$3,000						\$3,000
	Subtotal:	\$60,000	-	-	-	-	-	\$60,000
	Total:	\$60,000	-	-	-	-	-	\$60,000

Section: ADMINISTRATION, _____ UPWP Task No: 1.5
Task: REGIONAL COORDINATION

OBJECTIVE

Coordinate and implement regional transportation planning initiatives for the urbanized area of Southwest Florida, forming a closer coalition among Collier, Charlotte, Glades, Hendry and Desoto counties and other regional entities. These activities include coordinating consistent multi-modal improvements across County lines, working jointly to time the projects within the Long Range Plans and working together on traffic modeling, mapping, data collection and safety programs in support of transportation and economic development projects and activities.

REQUIRED ACTIVITIES

- Amend the joint coordination agreements between the Lee County MPO and Collier MPO and the Charlotte MPO, as necessary.
- Coordinate with Collier MPO and FDOT to update the regional network maps.
- Staff support to Joint Lee and Collier meetings - MPO activities, to the Joint Lee and Charlotte MPO activities, Lee/Collier MPO, TAC, CAC, BPCC/Pathways Committee, TMOC/Collier County ITS Committee meetings and Lee/Charlotte meetings including meeting notifications and the preparation of minutes and agenda packages.
- Staff support to joint coordination meetings with any other adjoining MPO or Jurisdiction, such as the Burnt Store Road meetings and ad hoc subcommittee meetings, as needed.
- Update TRIP project priorities.
- Participate in Continuing Florida Aviation System Planning Process (CFASPP), Charlotte County- Punta Gorda MPO's Technical Advisory Committee meetings, Collier CMS meetings and the Collier MPO's Technical Advisory Committee meetings.

PREVIOUS WORK

- 2022/2023 and 2023/2024: Participation in TAC, CAC, BPCC, ITS/CMS and MPO meetings with the Collier MPO. Participation in TAC and MPO meetings with the Charlotte County Punta Gorda MPO. Put together and participate in Joint MPO meetings with adjoining MPO's.
- 2022/2023 and 2023/2024: Coordination and development of the agendas for the joint meetings.
- Spring 2023 and 2024: Reviewed, evaluated, coordinated with project sponsors, Collier MPO and Charlotte MPO, prioritized TRIP proposals and developed and reviewed packages.
- Staff participation in coordination meetings with Collier, Charlotte MPOs/Counties and Sarasota/Manatee MPO over grant opportunities, specific projects affecting all entities.
- As Needed: Review SIS, Cost Feasible Plans and I-75 Master Plan studies.
- As Needed: Update and adopt Bi-County Regional Transportation Networks, SIS Priorities, SUN Trail network changes, Regional Bicycle Pedestrian Network and Priorities.

END PRODUCTS

- Periodically: Staff support for Joint TAC, CAC, Bicycle/Pedestrian and MPO meetings with Collier County.
- Annually: Staff support to the Lee/Charlotte MPO Board meetings.
- As needed: Staff support and participation in regional coordination meetings including the

- Ad Hoc subcommittee meetings.
- Spring 2023 and 2024: Prioritize and process the TRIP priorities with the Collier and Charlotte MPO's.
- As needed: Updates to regional network maps and joint regional multimodal plans.
- As needed: Staff Coordination on projects with adjoining MPOs and rural counties.
- As needed: Attend other adjoining MPO committee meetings.
- Monthly: Staff participation in the Collier and Charlotte MPO's Technical Advisory Committee and Collier Congestion Management meetings.
- As needed: Participate in meetings of the Heartland and RPC meetings.

Task No: 1.5 Regional Coordination								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000

Task No: 1.5 Regional Coordination								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000

Section: ADMINISTRATION, _____ UPWP Task No: 1.6
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT

OBJECTIVE

To manage, support and coordinate transit related activities including the development of a plan for grant compliance, financial plans and the TOP In order to maintain the current Lee County transit operations and plan for its growth. This task relates to Grants Management Information System (GMIS) Planning Line Item Code - Program Support and Administration Work; GMIS Planning Line Item Code 44.25.00 Transportation Improvement Plan; GMIS Planning Line Item Code 44.26.15 Support Transit Capital Investment Decision through Planning; GMIS Planning Line Item Code 44.26.14 - Planning for Transit System Management and Operations; GMIS Planning Line Item Code 44.26.16 Incorporating Safety and Security in Transportation Planning; GMIS Planning Line Item Code 44.26.12 - Coordination of Non-Emergency Human Service Transportation and GMIS Planning Line Item Code 44.23.02 - LRTP.

REQUIRED ACTIVITIES

This task will include program coordination and administration by LeeTran and the Lee MPO for UPWP tasks involving transit, paratransit, ridesharing and emergency contingency planning, including:

- Staff support and attendance by LeeTran at MPO Committee and Board meetings (44.21.00).
- Bookkeeping, financial and progress reporting Certification of compliance with civil rights laws (EEO, Title VI and Americans with Disabilities Act (ADA)) (44.21.00).
- Completion of annual electronic filing of certifications and assurances for FTA assistance (44.21.00).
- Attendance by LeeTran personnel at conferences and training courses relating to UPWP tasks (44.21.00).
- Participation in the State and Federal review of MPO certification (44.21.00).
- Update the Equal Employment Opportunity (EEO), DBE, and ADA plans (44.21.00, 44.23.02)
- Major Update of the Title VI Plan. (44.21.00)
- Prepare and update the Transit Asset Management and Safety Plans (44.16.14).
- Update of annual Disadvantaged Business Enterprise (DBE) goals (44.21.00).
- Staff work on data, analysis and filing of applications for the economic stimulus funding for Section 5307 and 5311 Programs (44.21.00).
- Annually review and update/major update of the Transit Development Plan (TDP) in light of performance data collected, financial projections developed and the latest information on future development and demographic trends. Appropriate analytical tools will be selected for use in assessing needs, determining service demand and supply, and testing future service scenarios (44.23.02).
- Consider conducting a Comprehensive Operations Analysis as an ancillary study to the Transit Development Plan update or major update (TDP) (44.16.14)
- Conduct a Bus Stop Inventory to achieve a goal of 100% system review every five years.
- Apply for and program transit grants and Improvements (44.21.00, 44.25.00)
- Conduct on-board surveys, public opinion surveys, and collect input from stakeholders to generate data for use in preparing daily and monthly statistics for federal and state reports, and gauge operations, safety and security, efficiency, user friendliness, demand, and public perception of the transit system (44.21.00, 44.26.16, 44.26.14).
- Collect and analyze data on public transportation facilities and equipment as required by federal, state, and local governments as part of asset management requirements (44.26.15).
- Collect data monthly as prescribed by the National Transit Database requirements (44.26.00).
- Evaluate Individual route performance from collected data (44.26.14, 44.26.24).
- Continue "mystery rider" program to evaluate the quality of service delivery, driver customer service, bus condition, safety, and fare collection (44.21.00, 44.26.14).
- Collect and report monthly safety and security data as required by the FTA (44.26.16).
- Provide performance indicator data to FDOT and CUTR for their analysis and publish the information to the general public (44.21.00)

Section: ADMINISTRATION _____ **UPWP Task No: 1.6**
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

- MPO staff ensures a competitive project selection process for awarding 5310 local match and other grant opportunities (44.26.12).
- Conduct various transit studies as needed (44.21.00, 44.26.14, 44.23.02).
- Continue to identify and implement service improvements and efficiencies (44.26.15).
- Identify and evaluate potential energy conservation measures (44.26.14).
- Through coordination with Lee County Public Safety, update the Emergency Transportation Operations element of the Comprehensive Emergency Management Plan (CEMP) to correct deficiencies identified during annual hurricane preparedness exercises (44.26.16).
- Update the Transit Security Plan annually or after any re-assessment of risks of interruption of transportation operations due to a natural or man-made disaster. Inventory existing preparedness measures (44.26.16).
- Work with representatives of the disabled community to gather input for service and facility improvements (44.26.12).
- Coordinate with other paratransit service providers to identify strategies to make the best use of resources in providing efficient, cost effective, and high quality paratransit services (44.26.12).
- Facilitate and Coordinate with the Charlotte and Collier MPOs on transit issues (44.23.02).
- Encourage transit participation in local municipalities' development review processes to ensure access to bus stops (44.26.14).
- Continue efforts to improve ADA Compliance, passenger safety, and passenger amenities through the Bus Stop Amenities Plan.
- A review and identification of existing and potential areas for transit facilities.
- Review and update, if necessary, the *ADA Complimentary Paratransit Plan* and *Community Transportation Coordinator (CTC) Transition Plan* (44.26.12).
- Complete an accessibility assessment of passenger amenities (44.26.12).
- Administer the Partnering for Transportation program (44.26.12).

PREVIOUS WORK

- Updates to Equal Employment Opportunity (EEO), DBE, and ADA plans (44.21.00, 44.26.12).
- Updates to the Title VI Plan (44.21.00).
- Comprehensive major update of the Transit Development Plan (44.21.00, 44.23.02).
- Development of a Transit Vision Plan (44.23.02).
- Each year, LeeTran has prepared budgets, which are approved by the Lee County Board of County Commissioners. Prior budgets have included recurring operating costs as well as capital improvements for development of a new transit facility, replacement vehicles, related support equipment, construction of intermodal transfer and park and ride facilities (44.21.00, 44.26.15, 44.26.14).
- Monthly and Annually: report data to National Transit Database (44.21.00).
- Monthly and Quarterly: Monitoring of energy prices and supply in coordination with other public agencies (44.21.00).

Section: ADMINISTRATION _____ **UPWP Task No: 1.6**
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

PREVIOUS WORK (CONTINUED)

- Annual participation in the development and implementation of Lee County's Hurricane Evacuation Plan (44.26.10).
- Monthly: Analysis of the use of alternative fuels and equipment (44.26.15).
- Work on the development of the online trip planner (44.26.14).
- Coordinate and review the Transit related studies developed by the MPO (44.26.15).
- Update as necessary with the Collier County the Interlocal agreement that connects service between Lee and Collier (44.21.00).
- Development of transit data and revenues for the LRTP updates and amendments (44.23.02).

END PRODUCT

- Monthly: Attendance and participation in the MPO Committee and Board meetings (44.21.00).
- Annual: Financial and progress reporting (44.21.00).
- Annually: Annual Lee Tran Audit (44.21.00).
- January 2023 and 2024: National Transit Database information filing (44.21.00).
- Monthly: National Transit Database Report filing (44.21.00).
- Semi-Annually: Quality evaluations from "Mystery Rider" program (44.21.00).
- Monthly: Quarterly Safety and Security Reports (44.26.16).
- Monthly: Transit reporting, forecasting, management, and planning (44.21.00).
- Annual: Publish transit performance data in accordance with Transit Block Grant requirements (44.21.00).
- Spring 2023 and 2024: Update special needs transportation plans before hurricane season (44.26.16).
- Annually: Transit Security Plan update (44.26.16).
- Carbon Emission Reduction/Fuel Savings Efforts (44.26.14).
- Annually, only if required: Review and update *ADA Complementary Paratransit Plan* (only if there are changes to Federal ADA law) (44.21.00).
- Annually, only if required: Review and update *CTC Transition Plan*. These are contingency plans which will be put into effect should the CTC resign or be terminated (44.26.12).
- Update the Equal Employment Opportunity (EEO), DBE, and ADA plans (44.21.00, 44.23.02)
- Major Update of the Title VI Plan (44.21.00).
- Develop an EV Charging Master Plan (44.21.00)
- Update the Transit Asset Management Plan and Transit Safety Plans (44.16.14).

Task No: 1.6 Transit Program Management and Support
Estimated Budget Detail for FY 2024/2025

Budget Category	Budget Category Description	PL/CPG			Total	Trans. Disad.	Total
A.							
	MPO staff salaries	\$7,000			\$7,000	-	
	LeeTran staff salaries	\$249,922			\$249,922	-	
	Subtotal:	\$256,922			\$256,922	-	
	LeeTran and MPO Consultant Services - TDP, EV Charging Master Plan, LRTP Transit Element	\$80,000			\$80,000	-	
	Subtotal:	\$80,000			\$80,000	-	
	Total:	\$336,922			\$336,922	-	

Task No: 1.6 Transit Program Management and Support
Estimated Budget Detail for FY 2025/2026

Budget Category	Budget Category Description	PL/CPG			Total	Trans. Disad.	Total
A.							
	MPO staff salaries	\$7,000			\$7,000	-	
	LeeTran staff salaries	\$259,922			\$259,922	-	
	Subtotal:	\$266,922			\$266,922	-	
	LeeTran and MPO Consultant Services - TDP, EV Charging Master Plan, LRTP Transit Element	\$70,000			\$70,000	-	
	Subtotal:	\$70,000			\$70,000	-	
	Total:	\$336,922			\$336,922	-	

**Section: ADMINISTRATION _____ UPWP Task No: 1.7 Task:
LOCALLY FUNDED ACTIVITIES**

OBJECTIVE

To supplement FHWA funds and to provide the local match for state or federal grants. To cover any MPO expenses which may not be eligible for reimbursement with federal or State funds.

REQUIRED ACTIVITIES

- Expenses of preparing and transmitting MPO resolutions and policy positions on pending legislation or rulemaking to, and related communications with, state or federal legislators or regulatory agencies.
- Preparation, submittal, and presentation of grant and loan applications in case it cannot be accommodated in another UPWP task.
- Pay for travel, professional membership dues, meeting items and expenses that are not eligible for reimbursement with PL funds.
- Match Grant Funding as necessary to meet requirements of the funding sources.
- Funds to operate the MPO until reimbursement from federal and state funding.

PREVIOUS WORK

- Ongoing: Preparing and transmitting resolutions and policy positions with respect to legislative issues.
- Consultant services for federal grant opportunities.
- Local match funding federal and state grant funding.

END PRODUCT

- Ongoing: Review of the impacts of pending legislation; preparing and transmitting resolutions, letters, and policy positions with respect to legislative issues.
- As needed: Pay for travel, professional membership dues, meeting items and expenses that are not eligible for reimbursement with PL funds.
- As needed: Preparation of grant and loan applications that cannot be accommodated in another UPWP task.
- As needed: Funds to operate the MPO until reimbursement from federal and state funding.

Task No: 1.7 Locally Funded Activities								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)				Local	Total
A. Personnel Services and Expenses								
	Lobbying, grant submittals, travel, office expenses, membership dues and other expenses not grant eligible	-	-	-	-	-	\$73,191	\$73,191
	Subtotal:	-	-	-	-	-	\$73,191	\$73,191

Task No: 1.7 Locally Funded Activities								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)				Local	Total
A. Personnel Services and Expenses								
	Lobbying, grant submittals, travel, office expenses, membership dues and other expenses not grant eligible	-	-	-	-	-	\$73,191	\$73,191
	Subtotal:	-	-	-	-	-	\$73,191	\$73,191

2.0 SYSTEMS MONITORING

**2.1 CONGESTION MANAGEMENT, INTELLIGENT
TRANSPORTATION SYSTEMS (ITS) AND DATA
DEVELOPMENT**

**2.2 EFFICIENT TRANSPORTATION DECISION
MAKING (ETDM) PROCESS**

Section: SYSTEMS MONITORING _____ UPWP Task No: 2.1
Task: CONGESTION MANAGEMENT, INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND DATA DEVELOPMENT

OBJECTIVE

To monitor the performance of the various transportation modes and intermodal connections, identify locations where congestion frequently occurs or can be expected to occur in the future, and identify cost- effective and expeditious remedial measures to be implemented. Also to coordinate ITS project planning and development and integrate it within the area's overall transportation planning process, as well as integrating it within the FDOT District 1 regional ITS architecture. To monitor and analyze traffic volumes, highway levels of service, traffic crashes, and the characteristics and condition of the motor vehicle, bicycle, and pedestrian networks.

REQUIRED ACTIVITIES

- Staff support to the Traffic Management and Operations Committee (TMOC), including meeting notifications, preparation of agenda packages and preparation of meeting minutes.
- Review of the existing data collection and performance monitoring programs of local government agencies and FDOT to identify any gaps in coverage or deficiencies in the reliability or comparability of congestion measures: and identification, encouragement, and facilitation of corrective efforts.
- Work with the TMOC, 511, local traffic reporters, LeeTran, Lee County School District and bus drivers, local law enforcement and public safety officers to identify congested roadways to be evaluated and to solicit mitigation suggestions.
- Work with the TMOC in identifying congestion mitigation measures including traffic operations improvements, low cost ITS projects, and travel demand management strategies such as reducing Single Occupancy Vehicle (SOV) trips or shifting them to other modes-in cooperation with FDOT and the local governments, to address congestion problems identified through this task.
- Update the Congestion Management Process and TSM&O Plan, as necessary.
- Publication of a congestion monitoring and State of the System report.
- Monitoring of Travel Demand Management Practices in Lee County.
- Work with local governments and employers in promoting travel demand reduction measures.
- Monitor opportunities through federal discretionary ITS grant and other programs to fund ITS planning and Implementation of ITS projects in Lee County.
- Participate in FDOT's Lee and Collier Traffic Incident Management (TIM) Team meetings.
- Participate in Lee County Community Traffic Safety Team (CTST) meetings.
- Continuing maintenance, analysis, and publication of traffic crash statistics and updating of inventories of road system characteristics and conditions by FDOT and local governments.
- Monitoring and reporting of performance measures in support of approved targets.

Section: SYSTEMS MONITORING **UPWP Task No: 2.1**
Task: CONGESTION MANAGEMENT, INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND DATA DEVELOPMENT (CONTINUED)

PREVIOUS WORK

- Development and mapping of crash data statistics.
- Bi-monthly: Staff support of TMOC meetings, including preparation of minutes, meeting notifications and agenda distribution.
- Ongoing: Public input on congested locations.
- Periodically: Publication of a Congestion Monitoring and the State of the System report.
- Annually: Collection and reporting of performance measures, analysis of progress to meeting approved targets.
- As necessary: Update of the Congestion Management Process and TSM&O plans.
- Participate in the ongoing data collection efforts of other agencies in the County and use off the data for ongoing projects. Analysis of traffic data for reports and presentations.
- Process and analyze demographic and geographic data necessary to implement transportation plans and programs.

END PRODUCT

- Bi-Monthly: Provide staff support to TMOC and produce agenda and minutes for meetings.
- Bi-annually: Update the State of the System Reports and the TSM&O plan.
- Monthly: Staff participation in CTST meetings.
- Bi-Monthly: Staff participation in the TIM Meetings.
- Annually: Collection and reporting of performance measures, analysis of progress to meeting approved targets.
- As Needed: Participation in conducting road safety audits.
- Ongoing: Development of traffic data, crash and roadway inventory/condition maps and graphics.

Task No: 2.1 Congestion Management, ITS and Data Development								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans · Disad ·	Total
A. Personnel Services								
	MPO staff salaries	\$30,000	-	-	-	-	-	\$30,000
	Subtotal:	\$30,000	-	-	-	-	-	\$30,000
	Total:	\$30,000	-	-	-	-	-	\$30,000

Task No: 2.1 Congestion Management, ITS and Data Development

Estimated Budget Detail for FY 2025/2026

Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans · Disad ·	Total
A. Personnel Services								
	MPO staff salaries	\$30,000	-	-	-	-	-	\$30,000
	Subtotal:	\$30,000	-	-	-	-	-	\$30,000
	Total:	\$30,000	-	-	-	-	-	\$30,000

Section: SYSTEMS MONITORING _____ UPWP Task No: 2.2
Task: EFFICIENT TRANSPORTATION DECISION MAKING (ETDM) PROCESS

OBJECTIVE

To continue the ETDM process by reviewing and commenting on Purpose and Needs Statements, socio-cultural and economic data reports and the project data in the Environmental Screening Tool (EST).

REQUIRED ACTIVITIES

- In conjunction with other responsible agencies, develop the planning screens, programming screens and project development phases for major projects.
- Support early and ongoing community coordination to disseminate public information, gather public input and determine community impacts.
- Assist FDOT in maximizing project implementation efficiencies by addressing significant problems associated with project design and development and identifying fatal flaws in an early stage.

PREVIOUS WORK

- Provide the FDOT District 1 ETDM Coordinator with Purpose and Needs Statements for projects that were on MPO's Priority List or are going through the screening.
- Needs Plan and Cost Feasible projects screened as part of the LRTP update.
- Identification and participation of staff in the ETDM reviews of upcoming projects.

END PRODUCTS

- Ongoing: Review socio-cultural and economic data reports for ETDM projects.
- Ongoing: Review and respond to Environmental Technical Advisory Team (ETAT) comments.
- As needed: Work with FDOT to develop a community profile of Lee County.
- As Needed: Coordinate with FDOT and develop projects to be submitted through the ETDM process.
- As Needed: Participation with FDOT, Consultants in the review of upcoming projects.
- As Needed: Work with FDOT and Consultants in the public review of upcoming projects.

Task No: 2.2 Efficient Transportation Decision Making (ETDM) Process								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans Disad	Total
A. Personnel Services								
	MPO staff salaries	\$3,000	-	-	-	-	-	\$3,000
	Subtotal:	\$3,000	-	-	-	-	-	\$3,000
	Total:	\$3,000	-	-	-	-	-	\$3,000

Task No: 2.2 Efficient Transportation Decision Making (ETDM) Process								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans Disad	Total
A. Personnel Services								
	MPO staff salaries	\$3,000	-	-	-	-	-	\$3,000
	Subtotal:	\$3,000	-	-	-	-	-	\$3,000
	Total:	\$3,000	-	-	-	-	-	\$3,000

3.0 SYSTEMS PLANNING

3.1 LONG RANGE TRANSPORTATION PLANNING

3.2 TRANSPORTATION IMPROVEMENT PROGRAM

3.3 FREIGHT AND GOODS MOVEMENT PLANNING

OBJECTIVE

Develop and maintain a Long Range Transportation Plan (LRTP) that is technically sound, multimodal in nature, financially feasible and consistent with community values, state and federal planning emphasis areas (PEAs), neighboring counties and Lee County's travel demand for the next twenty years.

REQUIRED ACTIVITIES

- Review and produce necessary amendments to keep up with changes in the growth patterns, financial resources, political environment, grant opportunities, changes to local and State Plans and changes to project cost estimates.
- Use input from the MPO, MEC, TAC, CAC, BPCC, TMOG, Local Coordinating Board (LCB), FDOT, Local Agencies and the public to keep the LRTP up-to-date.
- Review and provide future traffic projections for various proposed projects from the regional model.
- Support for and review of the development and validation of the Lee model.
- Completion of new financial resource forecasts for a comprehensive update of the long range multimodal transportation plan which extends the horizon year, including projection of needed funds for operations and maintenance. Provide updated revenues, such as grants, in support of LRTP amendments.
- Prepare public involvement plan for the development of the Long Range Transportation plan.
- Consideration of social, economic, energy, and environmental effects and distribution of benefits and adverse environmental impacts with respect to low income and minority communities and any other traditionally underserved and under-represented groups during the comprehensive update.
- Development, analysis and monitoring of performance measures to help prioritize projects that meet the MPO's adopted targets.
- Review and comment on the consistency of proposed projects.
- Development of future zonal data in support of the 2050 LRTP update.
- Analysis and update of project cost estimates, project timing and transportation conditions in support of LRTP amendments.

PREVIOUS WORK

- Amendments and modifications to the 2045 Long Range Transportation Plan.
- Development of socioeconomic data based on future growth projections.
- Development of the project cost data and transportation revenues in support of the development of the 2045 LRTP.
- Work with FDOT to develop the update to the Regional Transportation model.
- Develop and analyze impacts of future road improvements in support of meeting future growth and local and regional plans.

END PRODUCTS

- Fall 2023 – Spring 2024: Development of the 2050 zonal data for the LRTP update.
- As needed: Develop and coordinate with local jurisdictions on updated project cost estimates.
- As needed: Run transportation model alternatives of proposed projects in support of local and regional planning needs and amendments.
- As needed: Amendments to the 2045 and 2050 Long Range Transportation Plan.
- Ongoing until Dec. 2025: Development and adoption of the 2050 LRTP update.

Task No: 3.1 Long Range Transportation Plan								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$25,000	-	-	-	-	-	\$25,000
	Subtotal:	\$25,000	-	-	-	-	-	\$25,000
	Total:	\$25,000	-	-	-	-	-	\$25,000

Task No: 3.1 Long Range Transportation Plan								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$25,000	-	-	-	-	-	\$25,000
	Subtotal:	\$25,000	-	-	-	-	-	\$25,000
	Total:	\$25,000	-	-	-	-	-	\$25,000

Section: SYSTEMS PLANNING _____ UPWP Task No: 3.2
Task: TRANSPORTATION IMPROVEMENT PROGRAM

OBJECTIVE

To update annually the Transportation Improvement Program (TIP) and amend it as needed during the course of the year; consistent with the planning requirements identified in 23 USC 134(g).

REQUIRED ACTIVITIES

- Annual update of the project priorities for bicycle pedestrian, congestion management, transit, airport priorities and statewide intermodal priorities in accordance with the Public Involvement Plan (PIP).
- Development of the Draft and Adopted TIP for approval and distribution.
- Amendments to the Adopted TIP as necessary in accordance with the PIP.
- Review of FDOT's draft tentative work program for consistency with adopted priorities and compare the 4 common years with the adopted TIP.
- Continue to participate in the Local Agency Program (LAP) coordination meetings with FDOT and local governments in Lee County and participate in resolving issues.
- Publish annual obligations listing.
- Working with the FDOT to report and monitor the Highway Safety, Pavement and Bridge, System and Transit Asset Management performance measures and identifying projects to help meet the adopted targets.

PREVIOUS WORK

- June 2023: Published the FY 2024 - FY 2028 Transportation Improvement Plan.
- June 2024: Published the FY 2025- FY 2029 Transportation Improvement Plan.
- Spring 2023 and 2024: Update MPO priorities.
- Fall of 2022 & 2023: Review and distribute FDOT's Draft Tentative Work Program.
- Yearly: Publish annual obligations listing.
- Ongoing: Amended FY 2023- FY2027 and FY2024- FY 2028 TIPs.
- Quarterly: Participated in LAP coordination meetings.

END PRODUCT

- Spring 2023 and 2024: Update transportation priorities.
- Spring 2023 and 2024: Work with FDOT to report and monitor the transportation performance measures and identify project priorities that help address meeting adopted targets. Work with FDOT on the review of draft local priority request submittals for additional information, as needed.
- June 2025 and 2026: Adopt and publish TIP.
- As needed: Amendments to adopted TIPs to address new projects and project changes.
- Quarterly: Participation in FDOT/Local Government coordination meetings.

Task No: 3.2 Transportation Improvement Program								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans · Disad ·	Total
A. Personnel Services								
	MPO staff salaries	\$10,000	-	-	-	-	-	\$10,000
	Subtotal:	\$10,000	-	-	-	-	-	\$10,000
	Total:	\$10,000	-	-	-	-	-	\$10,000

Task No: 3.2 Transportation Improvement Program								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans · Disad ·	Total
A. Personnel Services								
	MPO staff salaries	\$10,000	-	-	-	-	-	\$10,000
	Subtotal:	\$10,000	-	-	-	-	-	\$10,000
	Total:	\$10,000	-	-	-	-	-	\$10,000

Section: SYSTEMS PLANNING _____ UPWP Task No: 3.3
Task: FREIGHT AND GOODS MOVEMENT PLANNING

OBJECTIVE

To improve the efficiency of intermodal transportation and intermodal capital investments and enhance interjurisdictional coordination and cooperation.

REQUIRED ACTIVITIES

- Participate in regional freight/intermodal efforts such as the Strategic Intermodal System (SIS), freight workshops, and seminars.
- Continue coordination with the Lee County Port Authority, local trucking companies and Seminole Gulf Railroad (RR) on freight and goods movement activity.
- Update and expand list of contact names, addresses and phone numbers of freight stakeholders in Southwest Florida, and continue coordination with major freight stakeholders.
- Identify freight hot spots, high freight use corridors and operational improvements that address swept path width, off tracking, motor vehicles, bicycle and pedestrian conflicts within Lee County.
- Analyze the results of the Truck survey questions as part of Congestion Management Process for Public and Stakeholders.
- Analyze and produce freight project priorities.

PREVIOUS WORK

- Review and provide input and data for the development of the Strategic Intermodal System (SIS).
- Development and approval of a Lee County MPO Goods and Freight Studies.
- Coordination with freight operators and local agencies on goods and freight movement issues and identify needed improvements.
- Preparation and conduct Freight and Goods coordination meetings.

END PRODUCTS

- Ongoing: Coordination with freight stakeholders on freight and goods activities.
- As Needed: Development of goods and freight project priorities.
- Ongoing: Coordination with stakeholders and partner agencies on freight data and necessary projects to support efficient and safe goods movement throughout the region.

Task No: 3.3 Freight and Goods Movement Planning								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$8,000	-	-	-	-	-	\$8,000
	Subtotal:	\$8,000	-	-	-	-	-	\$8,000
	Total:	\$8,000	-	-	-	-	-	\$8,000

Task No: 3.3 Freight and Goods Movement Planning								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$8,000	-	-	-	-	-	\$8,000
	Subtotal:	\$8,000	-	-	-	-	-	\$8,000
	Total:	\$8,000	-	-	-	-	-	\$8,000

4.0 PROJECT PLANNING

4.1 SPECIAL PROJECTS AND STUDIES

**4.2 BICYCLE PEDESTRIAN AND MULTI-PURPOSE
PATHWAY PLANNING**

4.3 TRANSPORTATION DISADVANTAGED PROGRAM

**4.4 ADMINISTRATIVE AND PLANNING CONSULTANT
SERVICES**

Section: PROJECT PLANNING
Task: SPECIAL PROJECTS AND STUDIES

UPWP Task No: 4.1

OBJECTIVE

To undertake area studies and corridor studies to refine the metropolitan transportation system plan and other types of special studies not included in another task, to coordinate with and participate in the project planning activities of the participating agencies, accommodate unforeseen project planning needs which may arise during the program year, review Airport Master Plans and participate in the review and impact of large developments.

REQUIRED ACTIVITIES

- Participate in the review process of development impacts so that the land use and socio-economic data used in the LRTP reflects current growth and development decisions.
- Analysis of Transportation Element amendments for consistency with MPO plans and impact on future short term and long term plans.
- Review and comment on project traffic and alternative concepts for project development and environmental studies on state highways for consistency with MPO plans.
- Work with Injury Prevention Council (IPC) on transportation safety related issues.
- Review and comment on multi-modal design plans for consistency with MPO plans.
- As per the Intergovernmental Coordination and review (ICAR) agreement and public transportation coordination agreement signed by the Southwest Florida Regional Planning Council (SWFRPC), MPO, Port Authority and FDOT, MPO staff will review airport master plans and identify and resolve any inconsistencies with MPO plans and programs or with transportation projects from the state work program.

PREVIOUS WORK

- Attend and review roadway planning and project development meetings on an as needed basis for input on MPO plans. Review projects for consistency with MPO Plans.
- Work with the Injury Prevention Council
- Review of developments and traffic analysis to address changes in MPO planning documents.

END PRODUCTS

- Ongoing: Participate in coordination meetings on upcoming projects.
- As needed: Participation in state and local governments' corridor and small area studies.
- As needed: Review and comment on project traffic reports, PD&E studies and project plans.
- As needed: Development reviews and traffic analysis.
- Monthly: Attend and participate with the IPC on transportation safety and issues.

Task No: 4.1 Special Projects and Studies								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$25,000	-	-	-	-	-	\$25,000
	Subtotal:	\$25,000	-	-	-	-	-	\$25,000
	Total:	\$25,000	-	-	-	-	-	\$25,000

Task No: 4.1 Special Projects and Studies								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$25,000	-	-	-	-	-	\$25,000
	Subtotal:	\$25,000	-	-	-	-	-	\$25,000
	Total:	\$25,000	-	-	-	-	-	\$25,000

Section: PROJECT PLANNING _____ **UPWP Task No: 4.2**
Task: BICYCLE PEDESTRIAN AND MULTI PURPOSE PATHWAY PLANNING

OBJECTIVE

To support on-going efforts by state and county agencies to implement multimodal urban/suburban mobility and pedestrian activities and facilities, to coordinate county, regional, and state pedestrian, bicycle, greenway, and multi-purpose pathway projects, raise awareness of pedestrian and bicycling in Lee County and provide staff support to the Lee County MPO Bicycle Pedestrian Coordination Committee (BPCC).

REQUIRED ACTIVITIES

- Staff support to the BPCC meetings.
- Participate in updates of the Countywide Trails and Greenways Master Plan.
- Participate in local jurisdictions Bicycle Pedestrian Advisory Committee meetings.
- Work with local bicycle advocacy groups and other governmental agencies to develop bicycle awareness within the area.
- Update Lee County bicycle/pedestrian facility databases and maps as needed.
- Review project proposals for Safe Routes to School (SRTS) funds and obtain MPO endorsement.
- Development of the Bicycle and Pedestrian Master Plans and Safety Action Plans.
- Update evaluation criteria for TA, SRTS and Multi-Box funded proposals and prioritize projects.
- Develop bicycle pedestrian project cost estimates in support of MPO funded projects.
- Development and regular updates of Bicycle and Pedestrian Maps and graphics for distribution and use.
- Implement the recommendations identified in the Bicycle/Pedestrian Master Plan and the Bicycle Pedestrian Safety Action Plan.
- Provide staff and local agency training to educate transportation planners, engineers, transit staff and public works employees about bicycle/pedestrian design best practices, safety programs and benefits.
- Work with our various partners to reach out on safety and education public service materials, programs and presentations to address bicycle and pedestrian crashes.

PREVIOUS WORK

- Staff support to BPCC meetings.
- Identify and prioritize Bicycle/Pedestrian projects.
- Endorse Safe Route to School (SRTS) Applications.
- Develop and update the Bicycle Pedestrian Master Plans and Safety Actions Plans.
- Complete Streets Planning.
- Scoping, Project Management and Support of local Bicycle Pedestrian Plans.
- Attend local jurisdiction bicycle/pedestrian meetings.
- Solicit and analyze TA, SRTS and multi-modal box funded projects and prioritize through the Committees and the Board.
- Implementation of the recommendations from the Bicycle Pedestrian Master Plans and the Safety Action Plans.

Section: PROJECT PLANNING _____ **UPWP Task No: 4.2 Task:**
BICYCLE PEDESTRIAN AND MULTI PURPOSE PATHWAY PLANNING (Cont.)

END PRODUCT

- Monthly: Staff support to BPCC meetings including the preparation of agendas.
- Winter/Spring 2025 and 2026: Identify, analyze, and prioritize bicycle/pedestrian priorities.
- Spring 2025 and 2026: Endorse Safe Route to School (SRTS) Applications.
- As needed: Attend local jurisdiction bicycle/pedestrian meetings.
- Ongoing: Update of the bicycle/pedestrian facilities maps.
- Ongoing: Complete Streets planning and working with local jurisdictions on implementation.
- Quarterly: Analysis of bicycle pedestrian crash data and production of tables and graphics in support of local partners and outreach activities.

Task No: 4.2 Bicycle Pedestrian and Pathway Planning								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$28,000	-	-	-	-	-	\$28,000
	Subtotal:	\$28,000	-	-	-	-	-	\$28,000
	Total:	\$28,000	-	-	-	-	-	\$28,000

Task No: 4.2 Bicycle Pedestrian and Pathway Planning								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	\$28,000	-	-	-	-	-	\$28,000
	Subtotal:	\$28,000	-	-	-	-	-	\$28,000
	Total:	\$28,000	-	-	-	-	-	\$28,000

Section: PROJECT PLANNING _____ UPWP Task No: 4.3
Task: TRANSPORTATION DISADVANTAGED PROGRAM

OBJECTIVE

To meet the MPO's responsibilities under Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code, as the designated official planning agency for Lee County, to assist with the local administration and planning of the program for the coordination of transportation services for the transportation disadvantaged.

REQUIRED ACTIVITIES

The following are MPO staff responsibilities in either staff support of the Local Coordinating Board (LCB), or as a function by the Lee County MPO under Chapter 427, F.S. and Rule 41-2, F.A.C:

- Take appointments to fill vacancies on the LCB and planning grant applications to the MPO Board for approval.
- Staff support to the Local Coordinating Board including preparing agendas and documents.
- Maintain a grievance resolution committee, review and update complaint and grievance procedures.
- Evaluate consumer satisfaction and conduct an annual evaluation of the Community Transportation Coordinator (CTC).
- Review the CTC Contingency Plan and update as needed.
- File planning grant applications for and prepare all necessary progress reports and requests for reimbursement by the Commission for the Transportation Disadvantaged (CTD).

The following is the responsibility of the designated CTC:

- Prepare Annual Operating Report and provide to Local Coordinating Board (LCB) and TD Commission.
- Prepare and file trip grant applications.
- Prepare annual updates to the Transportation Disadvantaged Service Plan (TDSP) and provide them for review by the LCB, MPO and TD Commission.
- Updates to the Memorandum of Agreement.
- Collect and report management data regarding transportation service for the transportation disadvantaged within Lee County as required by the CTD.

PREVIOUS WORK

- 2023 and 2024: Filed planning grant application.
- Spring of 2023 & 2024: LCB Board's evaluation of LeeTran as the CTC.
- Spring of 2023 and 2024: Minor updates to the TDSP.

END PRODUCT

- Spring of 2025 and 2026: LCB's annual evaluation of the designated CTC.
- March of 2025 and 2026: Coordinate with CTC staff regarding minor TDSP update
- April 2025 and April 2026: Complete minor TDSP update and submit to LCB for approval.
- May 2025 and 2026: Submit LCB minor TDSP update to the MPO for endorsement.
- May 2025 and 2026: Submit MPO endorsed TDSP to the CTD.
- May/June 2025 and 2026: File applications for FY 2025/26 and FY 2026/27 TD Planning Grants.

Task No: 4.3 Transportation Disadvantaged Program								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	-	-	-	-	-	\$35,740	\$35,740
	Subtotal:	-	-	-	-	-	\$35,740	\$35,740
B. Travel								
	Travel and Training	-	-	-	-	-	\$1,500	1,500
	Subtotal:	-	-	-	-	-	\$1,500	\$1,500
C. Other Direct Expenses								
	Advertising	-	-	-	-	-	\$2,000	\$2,000
	Postage and Packages	-	-	-	-	-	\$500	\$500
	Subtotal:	-	-	-	-	-	\$2,500	\$2,500
	Total:	-	-	-	-	-	\$39,740	\$39,740

Task No: 4.3 Transportation Disadvantaged Program								
Estimated Budget Detail for FY 2025/2026								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)			Local	Trans. Disad.	Total
A. Personnel Services								
	MPO staff salaries	-	-	-	-	-	\$35,740	\$35,740
	Subtotal:	-	-	-	-	-	\$35,740	\$35,740
B. Travel								
	Travel and Training	-	-	-	-	-	\$1,500	1,500
	Subtotal:	-	-	-	-	-	\$1,500	\$1,500
C. Other Direct Expenses								
	Advertising	-	-	-	-	-	\$2,000	\$2,000
	Postage and Packages	-	-	-	-	-	\$500	\$500
	Subtotal:	-	-	-	-	-	\$2,500	\$2,500
	Total:	-	-	-	-	-	\$39,740*	\$39,740*

- This funding is state funding from the Florida Commission for the Transportation Disadvantaged and will be adjusted to match the agreement, when it is known.

Section: PROJECT PLANNING

UPWP Task No: 4.4

Task: ADMINISTRATIVE AND PLANNING CONSULTANT SERVICES

OBJECTIVE

Select consultants/contractors to assist staff with administrative and transportation planning activities in support of the UPWP work tasks where staff resources need additional support or specific administrative and planning expertise.

REQUIRED ACTIVITIES

- Staff development of scopes and RFPs for the selection of qualified consultants and contractors in support of planning studies and administrative tasks. Extend and develop addendums to Consultant agreements, as necessary and consistent with new requirements.
- Staff manage and monitor consultant contracts for consistency with federal and state requirements, including Title VI and DBE compliance.
- Consultant Services that include transportation modeling support for LRTP amendments and updates.
- Consultant Services that include transit modeling and planning in support of LRTP amendments and updates.
- Administrative support to the MPO staff including accounting, legal and audit services.
- Consultant Services that include assisting staff with public involvement activities.
- Consultant Services that include the collection of multi-modal traffic data, traffic modeling, data analysis in the development of performance measures and targets.
- Consultant Services that include conducting planning studies and feasibility assessments of Congestion Management and Bicycle/Pedestrian projects.
- Consultant Services for the development of Bicycle Pedestrian Master Plans and other local agency projects.
- Development of a Comprehensive Safe Streets for All Safety Action Plan.

PREVIOUS WORK

- 2021/2022: Preparation and advertisement of RFP for selection of General Planning Consultants.
- Fall/Winter 2023/2024: Develop SS4A Request for Proposal.
- Winter/Spring 2024: Develop scopes for developing elements of the Long Range Transportation Plan and the management of the projects until completion.
- 2021: Scope, selection, and contract for the SUN Rail Trail Feasibility Study. Manage project until completion in March of 2023.
- Conduct 2020/2021 and 2021/2022 audits.
- MPO legal services.
- MPO Accounting services.

Section: PROJECT PLANNING

UPWP Task No: 4.4

Task: ADMINISTRATIVE AND PLANNING CONSULTANT SERVICES (CONTINUED)

END PRODUCTS

- Ongoing: Accounting services.
- Ongoing: Legal support services.
- As needed: Consultant tasks to run regional model alternatives in support of projects or changes to land use assumptions throughout the County. These tasks also include transportation model runs in support of the LRTP update and plan amendments.
- Fall 2024 and 2025: Conduct 2022/2023 and 2023/2024 audits
- Spring 2025 and 2026: Maintenance of the TIP reporter tool to provide the TIP formatted consistent with FDOT and FHWA/FTA requirements.
- Ongoing: Develop scopes and task work orders to support the local efforts for discretionary grant opportunities consistent with the NOFOs from the programs identified in the new Infrastructure Bill.
- Periodically: Continue with conducting vehicle, bicycle and pedestrian crash outreach activities consistent with the Safety Action plan and in support of reducing fatalities and injuries. Continue coordination activities with the Streets Alive, Lee Trauma Center, law enforcement agencies and other local agencies on high crash trend issues in support of education, enforcement and public outreach activities. This will include media outreach such as PSA's and safety program materials like helmets and lights.
- Summer/Fall 2024: Complete the CR 951 feasibility study alternatives to determine timing, need, planning costs, issues/opportunities, other potential alternatives and next steps to provide capacity improvements of north south travel east of I-75.
- Summer 2024: Collect performance measure data and calculate proposed targets for federal compliance and Board approval.
- June 2024 – May 2025: Continue and finalize the development of the Safe Streets for All Comprehensive Safety Action Plan.
- June 2024-Dec 2025: Develop a regional Congestion Management Plan with the Collier MPO to be included in the 2050 LRTP.
- June 2024-Dec 2025: Develop the 2050 Long Range Plan documentation and public involvement for adoption in December 2025.
- June 2024-December 2025: Update the Freight and Goods Element of the LRTP for inclusion in the Plan.
- June 2024-December 2025: Update the LRTP Bicycle and Pedestrian Element for inclusion in the Plan.
- As needed: Conduct Bicycle Pedestrian Count Data Collection.

*

Task No: 4.4 Administrative and Planning Consultant Services								
Estimated Budget Detail for FY 2024/2025								
Budget Category	Budget Category Description	FHWA (PL)	FHWA (SS4A)	FHWA (PL CS*)			Local Funds	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000
B. Administrative and Consultant Services								
	Accounting Services	\$16,000	-	-	-	-	-	\$16,000
	Legal Services	\$16,000						\$16,000
	MPO Audit	\$40,000						\$40,000
	TIP Reporter Tool	\$10,000						\$10,000
	Regional Model Alternatives	\$20,000						\$20,000
	Support for developing applications for discretionary grant programs	\$30,000						\$30,000
	Safe Streets for All Action Plan		\$250,000				\$50,000	\$300,000
	CR 951 Ext. Feasibility Study	\$92,000						\$92,000
	Develop a Congestion Manage Plan with the Collier MPO	\$60,000						\$60,000
	Conduct bicycle and pedestrian counts	\$20,000						\$20,000
	Conduct vehicle, bicycle, and pedestrian safety outreach activities	\$30,000						\$30,000
	Develop the 2050 Long Range Plan documentation and Public Involvement	\$166,805						\$166,805
	Update the Freight and Goods Element	\$75,000						\$75,000
	Develop Federal Performance Measures	\$20,000						\$20,000
	Update the Bicycle Pedestrian Element			\$50,000				\$50,000
	Conduct and analyze origin destination data	\$25,000						\$25,000
	Subtotal:	\$620,805	\$250,000	\$50,000	-	-	\$50,000	\$970,805
	Total:	\$640,805	\$250,000	\$50,000	-	-	\$50,000	\$990,805

*These funds satisfy the requirements for the 2.5% PL set aside for Complete Streets planning, [§ 11206(b)] 2.5% of the total PL allocation for the FY 24/25 is \$41,194.

Task No: 4.4 Administrative and Planning Consultant Services

Estimated Budget Detail for FY 2025/2026

Budget Category	Budget Category Description	FHWA (PL)	FHWA (SU)	FHWA (PL CS*)			Local Funds	Total
A. Personnel Services								
	MPO staff salaries	\$20,000	-	-	-	-	-	\$20,000
	Subtotal:	\$20,000	-	-	-	-	-	\$20,000
B. Administrative and Consultant Services								
	Accounting Services	\$16,000	-	-	-	-	-	\$16,000
	Legal Services	\$16,000						\$16,000
	MPO Audit	\$40,000						\$40,000
	TIP Reporter Tool	\$10,000						\$10,000
	Regional Model Alternatives	\$15,000						\$15,000
	Complete the Congestion Management Plan	\$60,000						\$60,000
	Conduct vehicle, Bicycle & Pedestrian Safety Outreach Activities	\$20,000						\$20,000
	Complete the 2050 LRTP documentation and public involvement	\$95,652						\$95,652
	Support for discretionary grant programs	\$25,000						\$25,000
	Conduct Bicycle Pedestrian Count Data Collection	\$20,000						\$20,000
	Complete the Freight and Goods Element	\$50,000						\$50,000
	Complete the Bike Ped Element update			\$55,000				\$55,000
	Subtotal:	\$367,652	-	\$55,000	-	-	-	\$422,652
	Total:	\$367,652	-	\$55,000	-	-	-	\$442,652

*These funds satisfy the requirements for the 2.5% PL set aside for Complete Streets planning, [§ 11206(b)] 2.5% of the total PL allocation for the FY 25/26 is \$34,990.

BUDGET TABLES

TABLE 1, 2024/25 AGENCY PARTICIPATION TABLE 2,
2024/25 FUNDING SOURCE TABLE

TABLE 1, 2025/26 AGENCY PARTICIPATION TABLE 2,
2025/26 FUNDING SOURCE TABLE

TABLE 1
FISCAL YEAR 2024/25 BUDGET SUMMARY BY TASK AND PARTICIPATING AGENCY
This table summarizes the funds budgeted to be spent on each task by each responsible agency

	Task	Description	FHWA (PL)		CPG	SU	LOCAL	FDOT	Total
			Staff	Consultant					
1. Administration									
	1.1	Program Management and Support	\$385,000				\$0	\$84,913	\$469,913
	1.2	Unified Planning Work Program (UPWP)	\$6,000				\$0	\$1,323	\$7,323
	1.3	Public Involvement and Community Outreach	\$20,000				\$0	\$4,411	\$24,411
	1.4	Equipment and Resource Purchase, Upgrade and Maintenance	\$60,000				\$0	\$13,233	\$73,233
	1.5	Regional Coordination	\$20,000				\$0	\$4,411	\$24,411
	1.6	Transit Program Management and Support	\$7,000		\$329,922		\$0	\$74,650	\$411,572
	1.7	Locally Funded Activities	\$0				\$73,191		\$73,191
2. Data Collection and Management Systems									
	2.1	Congestion Management, ITS & Data Development	\$30,000				\$0	\$6,617	\$36,617
	2.2	Efficient Transportation Decision Making (ETDM) Process	\$3,000				\$0	\$662	\$3,662
3. Systems Planning									
	3.1	Long Range Transportation Planning	\$25,000				\$0	\$5,514	\$30,514
	3.2	Transportation Improvement Program	\$10,000				\$0	\$2,206	\$12,206
	3.3	Freights and Goods Movement Planning	\$8,000				\$0	\$1,764	\$9,764
4. Special Project Planning									
	4.1	Special Projects and Studies	\$25,000				\$0	\$5,514	\$30,514
	4.2	Bicycle Pedestrian and Multi-Purpose Pathway Planning	\$28,000				\$0	\$6,176	\$34,176
	4.3	Transportation Disadvantaged Program	\$0				\$0	\$39,740	\$39,740
	4.4	Administrative, Planning and Project Consultant Services	\$20,000	\$670,805				\$152,360	\$843,165
	Total fiscal year 2024/25 cost for all tasks		\$647,000	\$670,805	\$329,922		\$73,191	\$403,493	\$2,124,412
	Total carryover from prior fiscal years			\$269,718*			\$250,000		
	Total cost, including carryover, for all tasks		\$1,317,805		\$329,922		\$323,191	\$403,493	\$2,374,412

*Carryover included in Task 4.4 Consultant Services

**TABLE 2
FISCAL YEAR 2024/25 BUDGET SUMMARY
BY TASK AND FUNDING SOURCE**

Task	Description	FHWA PL		STATE	CPG		SU Funds		TD Grant		Local Contributions							Total Share			Total Cost
		Federal	Consultants	Soft Match	Federal	Soft Match	Staff	Consultants	State	Local	Lee County	Bonita Springs	Cape Coral	Fort Myers	Fort Myers Beach	Sanibel	Estero	Carryover	Federal	State	
1. Administration																					
1.1	Program Management and Support	\$ 385,000		\$ 84,913														\$ 385,000	\$ 84,913	\$ -	\$ 469,913
1.2	Unified Planning Work Program (UPWP)	\$ 6,000		\$ 1,323														\$ 6,000	\$ 1,323	\$ -	\$ 7,323
1.3	Public Involvement and Community Outreach	\$ 20,000		\$ 4,411														\$ 20,000	\$ 4,411	\$ -	\$ 24,411
1.4	Equipment and Resource Purchase, Upgrade and Maintenance	\$ 60,000		\$ 13,233														\$ 60,000	\$ 13,233	\$ -	\$ 73,233
1.5	Regional Coordination	\$ 20,000		\$ 4,411														\$ 20,000	\$ 4,411	\$ -	\$ 24,411
1.6	Transit	\$ 7,000		\$ 1,544	\$ 329,922	\$ 73,106												\$ 336,922	\$ 74,650	\$ -	\$ 411,572
1.7	Locally Funded Activities	\$ -		\$ -							\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ -		\$ 73,191	\$ 73,191
2. Data Collection and Management Systems																					
2.1	Congestion Management, ITS and Data Development	\$ 30,000		\$ 6,617														\$ 30,000	\$ 6,617	\$ -	\$ 36,617
2.2	Efficient Transportation Decision Making (ETDM) Process	\$ 3,000		\$ 662														\$ 3,000	\$ 662	\$ -	\$ 3,662
3. Systems Planning																					
3.1	Long Range Transportation Planning	\$ 25,000		\$ 5,514														\$ 25,000	\$ 5,514	\$ -	\$ 30,514
3.2	Transportation Improvement Program	\$ 10,000		\$ 2,206														\$ 10,000	\$ 2,206	\$ -	\$ 12,206
3.3	Freights and Goods Movement Planning	\$ 8,000		\$ 1,764														\$ 8,000	\$ 1,764	\$ -	\$ 9,764
4. Special Project Planning																					
4.1	Special Projects and Studies	\$ 25,000		\$ 5,514														\$ 25,000	\$ 5,514	\$ -	\$ 30,514
4.2	Bicycle Pedestrian and Multi-Purpose Pathway Planning	\$ 28,000		\$ 6,176														\$ 28,000	\$ 6,176	\$ -	\$ 34,176
4.3	Transportation Disadvantaged Program	\$ -		\$ -					\$ 39,740									\$ -	\$ 39,740	\$ -	\$ 39,740
4.4	Administrative, Planning and Project Consultant Services	\$ 20,000	\$ 670,805	\$ 152,360														\$ 690,805	\$ 152,360		\$ 843,165
	Total FY 2024/25 cost for all tasks	\$1,317,805		\$ 290,647	\$ 329,922				\$ 39,740	\$ -	\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ 1,647,727	\$ 403,494	\$ 73,191	\$ 2,124,412
	Total carryover from prior fiscal years	\$269,718*															\$250,000			\$ 250,000	\$ 250,000
	Total cost, including carryover, for all tasks	\$1,317,805		\$ 290,647	\$ 329,922	\$ 73,106			\$ 39,740	\$ -	\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ 1,647,727	\$ 403,494	\$ 323,191	\$ 2,374,412

*Carryover included in Task 4.4 Consultant Services

TABLE 1
FISCAL YEAR 2025/26 BUDGET SUMMARY BY TASK AND PARTICIPATING AGENCY
This table summarizes the funds budgeted to be spent on each task by each responsible agency

	Task	Description	FHWA (PL)		CPG	SU	LOCAL	FDOT	Total
			Staff	Consultant					
1. Administration									
	1.1	Program Management and Support	\$385,000				\$0	\$84,913	\$469,913
	1.2	Unified Planning Work Program (UPWP)	\$6,000				\$0	\$1,323	\$7,323
	1.3	Public Involvement and Community Outreach	\$20,000				\$0	\$4,411	\$24,411
	1.4	Equipment and Resource Purchase, Upgrade and Maintenance	\$60,000				\$0	\$13,233	\$73,233
	1.5	Regional Coordination	\$20,000				\$0	\$4,411	\$24,411
	1.6	Transit Program Management and Support	\$7,000		\$329,922		\$0	\$74,650	\$411,572
	1.7	Locally Funded Activities	\$0				\$73,191		\$73,191
2. Data Collection and Management Systems									
	2.1	Congestion Management, ITS & Data Development	\$30,000				\$0	\$6,617	\$36,617
	2.2	Efficient Transportation Decision Making (ETDM) Process	\$3,000				\$0	\$662	\$3,662
3. Systems Planning									
	3.1	Long Range Transportation Planning	\$25,000				\$0	\$5,514	\$30,514
	3.2	Transportation Improvement Program	\$10,000				\$0	\$2,206	\$12,206
	3.3	Freights and Goods Movement Planning	\$8,000				\$0	\$1,764	\$9,764
4. Special Project Planning									
	4.1	Special Projects and Studies	\$25,000				\$0	\$5,514	\$30,514
	4.2	Bicycle Pedestrian and Multi-Purpose Pathway Planning	\$28,000				\$0	\$6,176	\$34,176
	4.3	Transportation Disadvantaged Program	\$0				\$0	\$39,740	\$39,740
	4.4	Administrative, Planning and Project Consultant Services	\$20,000	\$422,652				\$97,629	\$540,281
	Total fiscal year 2025/26 cost for all tasks		\$647,000	\$422,652	\$329,922		\$73,191	\$348,762	\$1,821,528
	Total carryover from prior fiscal years						\$250,000		
	Total cost, including carryover, for all tasks		\$1,069,652		\$329,922		\$323,191	\$348,762	\$2,071,527

**TABLE 2
FISCAL YEAR 2025/26 BUDGET SUMMARY
BY TASK AND FUNDING SOURCE**

Task	Description	FHWA PL		STATE	CPG		SU Funds		TD Grant		Local Contributions							Total Share			Total Cost
		Federal	Consultants	Soft Match	Federal	Soft Match	Staff	Consultants	State	Local	Lee County	Bonita Springs	Cape Coral	Fort Myers	Fort Myers Beach	Sanibel	Estero	Carryover	Federal	State	
1. Administration																					
1.1	Program Management and Support	\$ 385,000		\$ 84,913														\$ 385,000	\$ 84,913	\$ -	\$ 469,913
1.2	Unified Planning Work Program (UPWP)	\$ 6,000		\$ 1,323														\$ 6,000	\$ 1,323	\$ -	\$ 7,323
1.3	Public Involvement and Community Outreach	\$ 20,000		\$ 4,411														\$ 20,000	\$ 4,411	\$ -	\$ 24,411
1.4	Equipment and Resource Purchase, Upgrade and Maintenance	\$ 60,000		\$ 13,233														\$ 60,000	\$ 13,233	\$ -	\$ 73,233
1.5	Regional Coordination	\$ 20,000		\$ 4,411														\$ 20,000	\$ 4,411	\$ -	\$ 24,411
1.6	Transit	\$ 7,000		\$ 1,544	\$ 329,922	\$ 73,106												\$ 336,922	\$ 74,650	\$ -	\$ 411,572
1.7	Locally Funded Activities	\$ -		\$ -							\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ -		\$ 73,191	\$ 73,191
2. Data Collection and Management Systems																					
2.1	Congestion Management, ITS and Data Development	\$ 30,000		\$ 6,617														\$ 30,000	\$ 6,617	\$ -	\$ 36,617
2.2	Efficient Transportation Decision Making (ETDM) Process	\$ 3,000		\$ 662														\$ 3,000	\$ 662	\$ -	\$ 3,662
3. Systems Planning																					
3.1	Long Range Transportation Planning	\$ 25,000		\$ 5,514														\$ 25,000	\$ 5,514	\$ -	\$ 30,514
3.2	Transportation Improvement Program	\$ 10,000		\$ 2,206														\$ 10,000	\$ 2,206	\$ -	\$ 12,206
3.3	Freights and Goods Movement Planning	\$ 8,000		\$ 1,764														\$ 8,000	\$ 1,764	\$ -	\$ 9,764
4. Special Project Planning																					
4.1	Special Projects and Studies	\$ 25,000		\$ 5,514														\$ 25,000	\$ 5,514	\$ -	\$ 30,514
4.2	Bicycle Pedestrian and Multi-Purpose Pathway Planning	\$ 28,000		\$ 6,176														\$ 28,000	\$ 6,176	\$ -	\$ 34,176
4.3	Transportation Disadvantaged Program	\$ -		\$ -					\$ 39,740									\$ -	\$ 39,740	\$ -	\$ 39,740
4.4	Administrative, Planning and Project Consultant Services	\$ 20,000	\$ 422,652	\$ 97,629														\$ 442,652	\$ 97,629		\$ 540,281
Total FY 2025/26 cost for all tasks		\$1,069,652		\$ 235,916	\$ 329,922				\$ 39,740	\$ -	\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ 1,399,574	\$ 348,762	\$ 73,191	\$ 1,821,527
Total carryover from prior fiscal years																	\$250,000			\$ 250,000	\$ 250,000
Total cost, including carryover, for all tasks		\$1,069,652		\$ 235,916	\$ 329,922	\$ 73,106			\$ 39,740	\$ -	\$ 37,213	\$ 5,132	\$ 18,323	\$ 7,777	\$ 700	\$ 727	\$ 3,319	\$ 1,399,574	\$ 348,762	\$ 323,191	\$ 2,071,527

APPENDIX A

State and Federal Planning Factors and Emphasis Areas

Florida Planning Emphasis Areas

The Florida Department of Transportation Office of Policy Planning develops *Planning Emphasis Areas* on a two-year cycle in coordination with the development of Metropolitan Planning Organizations' respective unified planning work programs. Emphasis areas set planning priorities, support the Florida Transportation Plan, and give importance to topic areas which MPOs are encouraged to address as they develop their planning programs. Implementation of the seven goals of the Florida Transportation Plan requires embracing innovation; extensive collaboration across jurisdictions, modes, and disciplines; an emphasis on customer service; data and performance feedback; and strategic investments for the efficient and effective allocation of resources.

Metropolitan Planning Organizations should consider the following four topics when updating their Unified Planning Work Plan.

Safety

Safety has been a federal planning priority over numerous iterations of the transportation legislation. As stated within the FAST Act planning factors, metropolitan areas should "increase safety for motorized and non-motorized users." The state of Florida has expanded on this concept further by becoming a Vision Zero area, with a stated goal within the Florida Transportation Plan of zero fatalities across the state's transportation system. FDOT adopted their Strategic Highway Safety Plan in 2016, which provides more information about how the state intends to address transportation safety in the coming years.

Since the MPOs are being asked to report on and monitor their progress against their adopted safety performance measures, MPOs need to account in their UPWP for the effort necessary to satisfy these federal requirements. Additionally, MPOs are encouraged to consider how to expand upon the level of analysis and reporting required by the performance measurement process to further study their unique safety challenges. This approach may include the identification of safety needs in the MPO's LRTP or TIP, stand-alone safety studies for areas or corridors, or safety considerations within modal planning elements.

System Connectivity

Connectivity is a concept that is emphasized both at the federal and state levels. Within the FAST Act, one of the ten planning factors states, "enhance the integration and connectivity of the transportation system, across and between modes, for people and freight." Within the Florida Transportation Plan, system connectivity is addressed within four different goals.

- Make our economy more competitive
- Increase opportunities for access to transit and other modes
- Provide a more efficient and mobile transportation system

- Meet the needs of a growing and changing population

A connected system is often more cost-effective and better able to address natural and manmade constraints.

For MPOs, system connectivity should be considered within several contexts. First, MPOs should emphasize connectivity within their boundaries to serve the unique needs of their urban and non-urban jurisdictions. This requires coordination with member jurisdictions to identify their connectivity needs while also understanding how current and future land uses impact or can help augment connectivity. Second, MPOs should consider connectivity beyond their boundaries and emphasize continuity on those facilities that link their MPO to other metropolitan and non-urban or rural areas. Third, connectivity for MPOs should include multimodal linkages that are supportive of both passengers and freight. A connected network supports users traveling by a variety of modes, including first and last mile linkages.

Resilience

With the passage of the FAST Act, resilience was introduced as a federal planning factor: “Improve the resilience and reliability of the transportation system and mitigate stormwater impacts of surface transportation.” Resilience is defined as the ability to adapt to changing conditions and prepare for, withstand, and recover from disruption. These conditions can encompass a wide variety of environmental, technological, economic, or social impacts.

MPOs can address resilience within their planning processes by leveraging tools such as the FHWA Resilience and Transportation Planning guide and the FDOT Quick Guide: Incorporating Resilience in the MPO LRTP. It should be noted that while these documents focus primarily on the development of MPO LRTPs and TIPs, addressing resilience should be a consideration within every planning document prepared by an MPO. MPOs should place a particular emphasis on coordination with agency partners responsible for natural disaster risk reduction, or who may be developing local resilience planning initiatives. Additionally, MPOs should consider the additional costs associated with reducing vulnerability of the existing transportation infrastructure. Proactive resiliency planning will help the MPO develop planning documents that are ultimately more realistic and cost-effective.

ACES (Automated/Connected/Electric/Shared-use) Vehicles

According to the Federal Highway Administration, “Transportation is in the midst of disruptive change from new technologies (automated and connected vehicles); new institutions (shared mobility firms); and changing attitudes (reduced car ownership). Across the nation, transportation planners are under pressure to develop performance-oriented policies, plans, and investment decisions that consider an increasingly complex transportation landscape. In the process, planners need to consider, but cannot yet reliably predict, the potential impact of disruptive and transformational Connected Vehicle (CV) and Automated Vehicle (AV) technologies on safety, vehicle ownership, road capacity, VMT, land-use, roadway design, future investment demands, and economic development,

among others. While some forms of CV and AV are already being deployed across the United States, significant unknowns exist regarding the rate of technology adoption, which types of technologies will prevail in the marketplace, the interaction between CV/AV vehicles and various forms of shared mobility services, and the impacts of interim and widespread levels of CV/AV usage.”

Adopting and supporting innovative technologies and business practices supports all seven goals of the Florida Transportation Plan and the federal planning factors found in the FAST Act. ACES may lead to great improvements in safety, transportation choices, and quality of life for Floridians, our visitors, and the Florida economy. Though there is a great deal of speculation and uncertainty of the potential impacts these technologies will have, MPOs need to determine how best to address the challenges and opportunities presented to them by ACES vehicles.

Planning Factors

The FTA and FHWA identify Planning Emphasis Areas (PEAs) annually to promote priority themes for consideration, as appropriate, in statewide and metropolitan (unified) planning work programs proposed for FTA and FHWA funding.

Planning Factors

These planning factors are:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Improve the resiliency of the transportation system and reduce or mitigate stormwater impacts of surface transportation
9. Enhance travel and tourism
10. Emphasize the preservation of the existing transportation system.
11. Safety/transportation performance measures.
12. System connectivity.
13. Automated/connected/electric/shared use vehicles.

PLANNING FACTORS AND EMPHASIS AREAS / UPWP TASK MATRIX

ITEM #	PLANNING FACTORS	UPWP TASKS															
		1.1	1.2	1.3	1.4	1.5	1.6	1.7	2.1	2.2	3.1	3.2	3.3	4.1	4.2	4.3	4.4
1	Support economic vitality of the metropolitan, especially by enabling global competitiveness, productivity and efficiency.																
2	Increase safety of transportation system for motorized and non-motorized users.																
3	Increase security of transportation system for motorized and non-motorized users.																
4	Increase accessibility and mobility options for people and freight.																
5	Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements; state and local planned growth and economic development patterns.																
6	Enhance the integration and connectivity of the transportation systems, across and between modes, for people and freight.																
7	Promote efficient system management and operation																
8	Improve the resiliency of the transportation system and reduce or mitigate stormwater impacts of surface transportation and resilience																
9	Enhance travel and tourism																
10	Emphasize the preservation of the existing transportation system.																
11	Safety/Transportation Performance Measures																
12	System Connectivity																
13	Automated/Connected/Electric/Shared Use Vehicles																

Federal Planning Factors Matrix

PLANNING FACTORS	UPWP TASKS															
	1.1	1.2	1.3	1.4	1.5	1.6	1.7	2.1	2.2	3.1	3.2	3.3	4.1	4.2	4.3	4.4
Tackling the Climate Crisis - Transition to Clean Energy Resilient Future																
Equity and Justice 40 in Transportation Planning																
Complete Streets																
Public Involvement																
Strategic Highway Network/US Dept of Defense (DOD) Coordination																
Federal Land Management Agency Coordination																
Planning and Environmental Linkages																
Data in Transportation Planning																

APPENDIX B

Joint Certification Statement on the Metropolitan
Transportation Planning Process

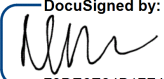
FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

Pursuant to the requirements of 23 U.S.C. 134(k)(5) and 23 CFR 450.334(a), the Department and the MPO have performed a review of the certification status of the metropolitan transportation planning process for the Lee County MPO with respect to the requirements of:

1. 23 U.S.C. 134 and 49 U.S.C. 5303;
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of the FAST Act and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and
9. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

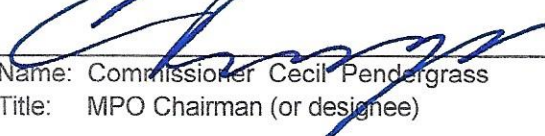
Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on February 21, 2024.

Based on a joint review and evaluation, the Florida Department of Transportation and the Lee County MPO recommend that the Metropolitan Planning Process for the Lee County MPO be certified.

DocuSigned by:

 79DE0E04B17F401
 Name: L.K. Nandam
 Title: District One Secretary

05/01/2024 | 1:55 PM EDT

 Date


 Name: Commissioner Cecil Pendergrass
 Title: MPO Chairman (or designee)

March 22, 2024

 Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Lee County MPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Lee County MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

Name: Mayor John Gunter
Title: MPO Chair

May 17, 2024

Date

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LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Lee County MPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Lee County MPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Lee County MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name: Mayor John Gunter
Title: MPO Chair

May 17, 2024
Date

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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Lee County MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Lee County MPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Lee County MPO, in a non-discriminatory environment.

The Lee County MPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code

Name: Mayor John Gunter
Title: MPO Chair

May 17, 2024

Date

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Lee County MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Lee County MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Name: Mayor John Gunter
Title: MPO Chair

May 17, 2024

Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

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- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

APPENDIX C

MPO Planning Study Matrix

PD&E AND PLANNING STUDIES MATRIX FOR FY 2024/2025 & 2025/2026

Project ID	Project	Project Start	Cost (in 1,000\$)	Deliverables (Emphasis on transportation products)	Anticipated Completion
1	Lee MPO Safe Streets for All Action Plan	Spring 2024	\$375	Safety Action Plan for Public Roads	Spring 2025
2	Old US 41 from Collier Co/L to Bonita Beach Rd. PD&E Study	Spring 2019	\$1,600	Location and Design Approval for Widening Options	Summer 2024
3	US 41/Bonita Beach Rd PD&E Study	Fall 2019	\$1,000	Location and Design Approval for Intersection Imp.	Summer 2024
4	Burnt Store Rd from Tropicana to .25 miles N. of Charlotte Co/L. PD&E	Winter 2020	\$2,250	Location and Design Approval for Widening Options	Winter 2025
5	SR 78 from I-75 to SR 31	Fall 2019	\$1,500	Location and Design Approval for Widening Options	Summer 2024
6	Caloosahatchee Alt. Mobility Study	Summer 2024	\$600	Alignment for SUN Trail through Downtown Fort Myers	Summer 2025
7	LeeTran TDP	Summer 2024	\$200	Ten year transit plan for Lee County	Fall 2025
8	US 41/Six Mile Cypress PD&E Study	Fall 2024	\$1,500	Location and Design Approval for Intersection Imp.	2027?

APPENDIX D

Comments on the Draft version of the UPWP

Federal Highway Comments:

- Please include a statement indicating that the Lee County MPO uses at least 2.5% of its PL funds on specific activities to increase safe and accessible travel options for all persons (2.5% Complete Streets Planning). See attached PDFs (Guideline Info and Example)

A column was added to Task 4.4 (on pages 69 & 70) reflecting amount being spent along with a footnote on the bottom consistent with one of the examples that was sent.

- Please include PL balance (\$269,718) into the Budget Summary Table(s) and clearly indicate in what activity the money is used.

This was added to the FY 24/25 budget table along with a footnote at the bottom of the two tables indicating that the carryover amount is included in Task 4.4 Consultant Services (pages 73 & 75).

- Please include a summary of public involvement activities.

A paragraph was added to the Introduction on page on pages 10 & 11.

- Noteworthy: The Lee County MPO includes SS4A in Task 4.4 of the UPWP. Presenting this augments the extensive Bike/Ped activities the BPCC conducts.

Thanks.

- Please provide the expected Board approval date.

This is included on the front page of the document.



UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW CHECKLIST

MPO: **Lee MPO**

UPWP Draft # or Date:

Review #: **1**

Date of Review: **3.22.2024**

Reviewed By: **Victoria Peters**

The following UPWP Review Checklist is provided to assist in the review of the MPO’s UPWP. This Review Checklist is to be completed by the MPO Liaison and included in the UPWP Appendix.

Comments should be categorized as:

Editorial: Comments may be addressed by MPO but would not affect approval of the document, i.e., grammatical, spelling, and other related errors.

Enhancement: Comments may be addressed by MPO but would not affect the approval of the document, i.e., improve the quality of the document and the understanding for the public (improving graphics, re-packaging of the document, use of plain language, reformatting for clarity, removing redundant language).

Critical: Comment MUST be addressed to meet minimum state and federal requirements to obtain approval. The reviewer must clearly identify the applicable state or federal policies, regulations, guidance, procedures, or statutes that the document does not conform with.

A space for comments for each section is provided at the bottom of each section.

UPWP Cover & Title Page

Does the cover or title page include the following information?

- MPO name, address, website? [Yes | If yes, page number: 1](#)
- CFDA number (FHWA – PL & SU: 20.205, FTA 5305: 20.505)? [Yes | If yes, page number: 1](#)
- Identification of agencies providing funds for the UPWP? [Yes | If yes, page number: 1](#)
- Financial Project Number (FPN) for each contract shown in UPWP? [Yes | If yes, page number: 1](#)
- Federal Award Identification Number (FAIN) for FHWA contracts (or the Federal Aid Project Number [FAP])? [Yes | If yes, page number: 1](#)
- Correct State Fiscal Years? [Yes | If yes, page number: 1](#)
- Statement of nondiscrimination? [Yes | If yes, page number: 1](#)
- DRAFT UPWP: Space for adoption date and revision dates? [Yes | If yes, page number: 1](#)
- FINAL UPWP: Adoption date and space for revision dates? [Yes | If yes, page number: 1](#)

[Choose a category](#)

[Click here to enter comments](#)

Required Content

Does the UPWP have the following information?

- Introduction? [Yes | If yes, page number: 11](#)

Unified Planning Work Program (UPWP)

Review Checklist

- Organization and Management? [Yes](#) | If yes, page number: 17
- UPWP Planning Task Pages? [Yes](#) | If yes, page number: 23
- Funding Source Budget Table and Summary Budget Table? [Yes](#) | If yes, page number: 75
- Definition of acronyms used in UPWP? [Yes](#) | If yes, page number: 7
- District Planning Activities? [Yes](#) | If yes, page number: 15
- Indirect Rate Approval (if required)? [No](#) | If yes, page number: xx
 - Cost Allocation Plan and Certificate of Indirect Cost in an appendix? [Select response](#) | If yes, page number: xx
- In TMAs, the MPO must identify and include cost estimates for transportation planning, research, and technology transfer activities funded with other federal, state, or local funds being conducted within the MPO area (this includes planning and feasibility studies by other entities) (23 CFR 420.111(e)). [Yes](#) | If yes, page number: 108
- DRAFT UPWP:
 - A place for the signed Resolution adopting the final UPWP? [Yes](#) | If yes, page number: 112
 - A place for the draft Resolution to adopt Travel Policy if not using FDOT policy (if required)? [No](#) | If yes, page number: 119
 - A place for the Cost Analysis Certification Statement? [Yes](#) | If yes, page number: 21
 - A place for the FHWA Certifications and Assurances? [Yes](#) | If yes, page number: 97
- FINAL UPWP:
 - The signed Resolution adopting the UPWP? [Select response](#) | If yes, page number: xx
 - The signed Resolution adopting the Travel Policy if not using FDOT policy (if required)? [Select response](#) | If yes, page number: xx
 - The signed Cost Analysis Certification Statement? [Select response](#) | If yes, page number: xx
 - The signed FHWA Certifications and Assurances? [Select response](#) | If yes, page number: xx
 - UPWP Comments? [Select response](#) | If yes, page number: xx
- Appendix to include items previously mentioned: Travel Policy (if required), Cost Allocation Plan and Certificate of Indirect Cost (if required), and UPWP Comments? [No](#) | If yes, page number: 119, the rest is does not impact us (i.e. we have all direct charges).

[Choose a category](#)

[Click here to enter comments](#)

Introduction

Does the introduction include the following elements?

- Definition and purpose of the UPWP? [Yes](#) | If yes, page number: 11
- Overview of MPO's comprehensive transportation planning activities? [Yes](#) | If yes, page number: 14-15
- Discussion of planning priorities, both MPO and local? [Yes](#) | If yes, page number: 13
- Statement of CPG participation: "The FDOT and the (insert organization name) participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually

Unified Planning Work Program (UPWP)

Review Checklist

consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D". [Yes | If yes, page number: 11](#)

- Definition of the soft match: Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23 (except Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is, in essence, a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$ _____ ? [Yes | If yes, page number: 11](#)
- Description of the public involvement process used to develop the MPO's UPWP? [Yes](#) [No](#) [Page number: 11](#)
- Description of how the MPO addresses the [Federal Planning Factors](#) - (23 CFR 450.306(b)) – can be demonstrated using a matrix? [No | If yes, page number: 87](#)
- Description of how the MPO's UPWP addresses the [2021 Federal Planning Emphasis Areas](#)? [Yes | If yes, page number: 13](#)
- If MPO is not in attainment, description of transportation related air quality planning activities regardless of funding sources or agencies conducting activities? [Not Applicable | If yes, page number: xx](#)

[Choose a category](#)

[Click here to enter comments](#)

MPO Organization and Management

At a minimum, does the UPWP include information on the following items?

- Identification of participants and description of role in the UPWP planning process? [Yes | If yes, page number: 17](#)
- Discussion of agreements, including date executed:
 - Metropolitan Planning Agreement (FHWA funds)? [Yes | If yes, page number: 19](#)
 - Public Transportation Grant Agreements (prior year FTA funds)? [Yes | If yes, page number: 19](#)
 - Interlocal Agreement for the Creation (or Redesignation) of the Metropolitan Planning Organization? [Yes | If yes, page number: 18](#)
 - Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)? [Yes | If yes, page number: 18](#)
 - Memorandum of Understanding between MPOs or FDOT if transferring funds to accomplish Regional Activities? [Yes | If yes, page number: 18](#)
- Discussion and identification of operational procedures and bylaws including date executed:
 - Continuity of Operations (COOP): [Yes | If yes, page number: 19](#)
 - MPO Bylaws: [Yes | If yes, page number: 17](#)
- Does the MPO include the following SIGNED Certifications and Assurances section?

Unified Planning Work Program (UPWP)

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- Disadvantaged Business Enterprise Utilization? **Yes** | If yes, page number: **94**
- Debarment and Suspension Certification? **Yes** | If yes, page number: **92**
- Lobbying Certification for Grants, Loans, and Cooperative Agreements? **Yes** | If yes, page number: **93**
- Title VI/Nondiscrimination Assurances? **Yes** | If yes, page number: **95**
- Appendices A and E? **Yes** | If yes, page number: **96 & 97 (signature on 95 with reference to appendices)**
- Discussion of Indirect Rate Plan, and, in an appendix, inclusion of the signed Cost Allocation Plan and Certificate of Indirect Cost, if applicable. **Not Applicable** | If yes, page number: **Not applicable.**

Please revise dates on pages 101 and 102. p.104 (105) – no signature

[Editorial](#)

Work Elements/Tasks Sheets

At a minimum, does the UPWP have the following distinct tasks or subtasks?

- MPO Administration? **Yes** | If yes, page number: **23**
- Transportation Improvement Program (TIP)? **Yes** | If yes, page number: **59**
- Long Range Transportation Plan (LRTP)? **Yes** | If yes, page number: **57**
- MPO Regional Activities Task (if required)? **Yes** | If yes, page number: **39**

[Choose a category](#) [Click here to enter comments](#)

Do each of the Work Element/Task Summary Pages include the following?

- Is each Task Sheet named and numbered? **Yes**
- Does each Task Sheet include Purpose, Previous Work, and Required Activities? **Yes**
- Do the required activities list who will be completing the work? **No**
- Does each Task Sheet indicate who the responsible agency or agencies are? **No**
- Does each Task Sheet include end products/deliverables with a description of the scope and estimated completion date? **Yes**
- Does the supporting narrative for each task provide sufficient detail to determine the eligibility, necessity, and reasonableness of the purchase? **Yes**
- If memberships are listed as an expense, does it state that the memberships are for organizational memberships, not individual memberships? **Yes** | If yes, page number: **Local Funds used for membership dues. page 46**

[Choose a category](#) [Click here to enter comments](#)

Work Elements/Tasks Sheets Budget Tables

Did the MPO use the latest UPWP Budget Table template provided by the Central Office for task budget tables, which includes a location to show do-obligated funds? **No**

Unified Planning Work Program (UPWP)

Review Checklist

If the MPO did not use the latest UPWP Budget Table template, did the MPO show de-obligated funds by source somewhere else in the UPWP? [No. See MPO does not de-obligating funds at this time](#)

Did the MPO prepare Task Summary Budget tables for Year 1 and Year 2 (either individually or combined)? [Yes | If yes, page number: 77](#)

Does MPO **Administration Task** have a subcategory for:

- Personnel Services? [Yes | If yes, page number: 24](#)
- Equipment? Equipment costing more than \$5,000 per item should be listed separately. [Yes | If yes, page number: 35](#)
- Travel? [Yes | If yes, page number: 26-27](#)
- Supplies? Supplies costing more than \$1,000 per item should be listed separately. [Yes | If yes, page number: 36-37](#)
- Direct Expenses? [Yes | If yes, page number: 36-37](#)
- Indirect Expenses (only required if MPO has an approved indirect rate)? [No | If yes, page number: xx](#)
- Are Atypical expenses (see [Guide for UPWP Development](#)) clearly described? [Yes | If yes, page number: 45-46](#)
- Is Annual Audit expense included, if required? [Yes | If yes, page number: 72](#)

Do each of the other Work Element/Task Summary **Estimated Budget Tables** include the following?

- Personnel Services? [Yes](#)
- Consultant Services (if using consultant on task)? [Yes](#)
- Travel (if needed)? [Yes](#)
- Direct Expenses (if needed)? [Yes](#)
- Indirect Expenses (only required if MPO has an approved indirect rate)? [Not Applicable](#)
- Supplies (if needed)? [Yes](#)
- Equipment (if needed)? [Yes](#)

[Choose a category](#)

[Click here to enter comments](#)

MPO Regional Activities Task (required if MPO is transferring funds between MPOs and/or FDOT to complete regional planning activities)

Does the MPO have distinct tables to reflect MPO funding and overall regional task funding? In the UPWP Budget Table template provided by the Central Office, these tables are called MPO Regional Activities and All Regional Accounting. [Select response | If yes, page number: 40](#)

Do the Regional Work Element/Task Budget Table(s):

- Show ALL agencies (e.g., other MPOs, FDOT) included in the regional activities? [Yes | If yes, page number: 39](#)
- Show amounts to be transferred by the MPO to other agencies (if applicable)? [Not Applicable | If yes, page number: xx](#)

Unified Planning Work Program (UPWP)

Review Checklist

- Show amounts to be received by the MPO from other agencies (if applicable)? [Not Applicable](#) | If yes, page number: [xx](#)
- Show activities the funds are being used for? [Yes](#) | If yes, page number: [39](#)
- Do all participating MPOs use identical:
 - Descriptions of the activities to be completed [Yes](#) | If yes, page number: [39](#)
 - Task name, activity description(s), and budgeted funds [No](#) | If yes, page number: [xx](#)

[Choose a category](#)

[Click here to enter comments](#)

Funding Source Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for Funding Source Budget Table?

[No](#)

Total Year 1 contract amounts:

- DRAFT UPWP:
 - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's PL Spreadsheet ***total should not include estimated amount to be de-obligated from the previous FY***)? [Yes](#) | If yes, page number: [79](#)
 - STBG or other federal funds (Year 1 amount shown in FDOT Tentative Work Program)? [Yes](#)
 - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [No](#)
- FINAL UPWP:
 - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Select response](#)
 - STBG funds or other federal funds (Year 1 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Select response](#)
 - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Select response](#)
- Does the Funding Source Budget Table include soft match amounts? [Select response](#)

[Choose a category](#)

[Click here to enter comments](#)

Total Year 2 contract amounts:

- DRAFT UPWP:
 - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Select response](#) | If yes, page number: [83](#)
 - STBG or other federal funds (Year 2 amount shown in FDOT Tentative Work Program)? [Yes](#)
- FINAL UPWP:
 - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Select response](#)

Unified Planning Work Program (UPWP)

Review Checklist

- STBG funds or other federal funds (Year 2 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Select response](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

[Choose a category](#) [Click here to enter comments](#)

Since the UPWP is the “Scope of Service” for the FDOT/MPO Agreement, it is important to confirm that the total amounts for Year 1 and Year 2 in the UPWP also match what is shown on the FDOT/MPO Agreement.

- Do the FINAL UPWP PL amounts shown in Year 1 plus Year 2 match what is shown on the new FDOT/MPO Agreement? [Select response](#)
- Does Other FHWA funding (i.e., SU, CMAQ, etc.) amounts shown in Year 1 and Year 2 match what is shown on the new FDOT/MPO Agreement? [Select response](#)

[Choose a category](#) [Click here to enter comments](#)

Summary Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for the Summary Budget Table?

[No](#)

Do the **total Year 1 contract amounts** match what is shown on the Funding Source Budget Table? [Yes](#)

Do the **total Year 2 contract amounts** match what is shown on the Funding Source Budget Table? [Yes](#)

[Choose a category](#) [Click here to enter comments](#)

General UPWP Comments

[Choose a category](#) [Click here to enter comments](#)

[Choose a category](#) [Click here to enter comments](#)

[Choose a category](#) [Click here to enter comments](#)

[Choose a category](#) [Click here to enter comments](#)

APPENDIX E

MPO UPWP Resolution

RESOLUTION 24-04

A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION AUTHORIZING THE MPO CHAIR TO EXECUTE THE METROPOLITAN PLANNING ORGANIZATION AGREEMENT AND TO APPROVE THE FY 2024/2025 AND FY 2025/2026 UNIFIED PLANNING WORK PROGRAM

Whereas, the Lee County Metropolitan Planning Organization has the authority to execute the Metropolitan Planning Organization Agreement per 23 U.S.C. 134, 23CFR 450 and F.S 339.175 and to approve the Unified Planning Work Program per 23 CFR 450.308 (b) and F.S. 339.175 (9); and

Whereas, on May 17, 2024, the Lee County Metropolitan Planning Organization Board reviewed and approved the FY 2024/2025 and FY 2025/2026 Unified Planning Work Program and the MPO Planning Agreement.

Now therefore, it be resolved by the Lee County Metropolitan Planning Organization that:

The MPO Chair or designee is authorized to execute the attached MPO Planning Agreement and the FY 2025 and FY 2026 Unified Planning Work Program and to sign other related documents that may be required to process the UPWP and the Planning Agreement.

PASSED AND DULY ADOPTED this 17th day of May 2024.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Mayor John Gunter, MPO Chair

Derek Rooney, MPO Attorney

Donald Scott, MPO Executive Director

APPENDIX F

Federal Mileage Travel Policy Resolution

RESOLUTION 24-05

A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION APPROVING THE APPLICATION OF FEDERAL GOVERNMENT MILEAGE RATES

Whereas, the Lee County Metropolitan Planning Organization (MPO) is responsible for administering the Federal and State transportation planning process in Lee County; and

Whereas, FS 112.61(14)(a)(5) states that “any metropolitan planning organization created pursuant to 339.175 or any other separate legal or administrative entity created pursuant to 339.175 of which a metropolitan planning organization is a member” may establish vehicle mileage rates by enactment of a resolution; and

Whereas, the Lee County MPO is required to travel to attend training and meetings; and

Whereas, the Florida Department of Transportation (FDOT) has previously reimbursed the Lee MPO at the State per diem rate; and

Whereas, the Lee County MPO Executive Committee previously approved the reimbursement of staff and Board members at the Federal rate in the MPO’s policies and procedures manual; and

Now therefore, it be resolved by the Lee County Metropolitan Planning Organization that:

The MPO Chair or designee establishes that the staff and Board members will be reimbursed for vehicle travel consistent with the latest federal government rate.

PASSED AND DULY ADOPTED this 17th day of May 2024.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Mayor John Gunter, MPO Chair

Derek Rooney, MPO Attorney

Donald Scott, MPO Executive Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Financial Project No.: <u>439312-5-14-01</u> (item segment phase sequence)	Fund: <u>PL</u> Function: <u>615</u> Federal Award Identification No. (FAIN): <u>0261 062-M</u> MPO SAM No.: <u>JQRKWPVB2AL9</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>780000</u> Org. Code: <u>5501201030</u> Vendor No.: <u>F800756648001</u>
CFDA Number & Title: <u>20.205 Highway Planning and Construction</u>		

THIS FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this _____ day of _____ 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 801 North Broadway Ave., Bartow FL 33831 and the Lee Metropolitan Planning Organization (MPO), whose address is 815 Nicholas Parkway E., Cape Coral FL 33990, and whose System for Award Management (SAM) Number is: JQRKWPVB2AL9 (collectively the “parties”).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

- 1. Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to clearly identify the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) components of the Metropolitan Planning Process and accomplish the transportation planning requirements of state and federal law.
- 2. Purpose of the Agreement:** The purpose of this Agreement is to pass financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit “A”.
- 3. Consolidated Planning Grant (CPG):** The Department is electing to participate in the Consolidated Planning Grant (CPG) program starting with the State fiscal year (FY) 22/23 – 23/24 two-year UPWP cycle. The Department is selecting FHWA to serve as the CPG lead grant agency in accordance with FTA Circular 8100.D. Under the CPG, the FTA and FHWA annually deliver lump sum appropriations to the Department to allocate to MPOs for the metropolitan planning activities. The federal funds are delivered to the Department in the form of FTA 5305(d) and FHWA planning (PL). The Department will utilize the CPG to combine the FTA 5305(d) and FHWA PL MPO allocations into a single grant that is administered by FHWA. The Department calculates annual MPO funding allocations using the approved FTA 5305(d) and FHWA allocation formulas.
- 4. Scope of Work:** The UPWP, Exhibit “A”, constitutes the Scope of Work for this Agreement.
- 5. Project Cost:** The total budgetary ceiling for the Project is \$3,047,301. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit “A”. The budget may be modified by mutual agreement as provided for in paragraph 9, Amendments.

The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. No work shall begin before the Agreement is fully executed and a "Letter of Authorization" is issued by the Department. The total of all authorizations shall not exceed the budgetary ceiling established for this agreement and shall be completed within the term of this Agreement:

FINANCIAL PROJECT NO.	AMOUNT
439312-5-14-01 PL (new for FY25-FY26)	\$2,777,583.00

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439312-5-14-01 PL carry over (reserve from FY21-FY22)	\$269,718.00

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- 6. Non-federal Share:** PL & Surface Transportation Block Grant (STBG) Funds (FHWA Section 112): The Department uses the U.S. Department of Transportation sliding scale federal/non-federal match ratio for metropolitan planning funds. This ratio is 81.93 percent federal and 18.07 percent non-federal. It is the policy of the Department to fulfill the non-federal share or “soft match” with toll credits as authorized by Title 23 U.S.C. § 120 conditional on funding availability. The MPO must identify and describe the soft match in its 2-year UPWP introduction and show the total amount of toll credits used to match the FHWA funds in the UPWP Summary Budget Tables.
- 7. Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2024 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2026. If the Agreement is fully executed after July 1, 2024, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2026. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.
- 8. Renewals and Extensions:** This Agreement shall not be renewed or extended.
- 9. Amendments:** Amendments may be made during the term of this Agreement. Any Amendment must be in writing and signed by both parties with the same formalities as the original Agreement.
- A. Amendments and Modifications to the UPWP:** Revisions to the UPWP require an Amendment or Modification. Revisions may be budgetary and/or programmatic; and may be major or minor in scale. Minor UPWP revisions are processed by the MPO as a Modification, whereas more significant or major UPWP revisions are processed by the MPO as an Amendment. A significant change is defined as a change to the UPWP that alters the original intent of the Project or the intended Project outcome. MPO’s shall process UPWP Modifications or Amendments as needed.

The following section further clarifies the actions necessitating UPWP Amendments and Modifications, which are thereby defined as significant changes.

i. Amendments to the UPWP

UPWP Amendments are required for the following actions per 2 CFR 200.308 and 49 CFR 18.30:

- a. Any revision resulting in the need to increase the UPWP budget ceiling by adding new funding or reducing overall approved funding;
- b. Adding new or deleting tasks/subtasks;
- c. Change in the scope or objective of the program/task even if there is no associated budget revision (this also applies to when a task scope changes);
- d. A transfer between tasks/sub-tasks that exceeds a combined amount equal or greater than \$100,000 OR 10% of the total budget, whichever is more restrictive;
- e. Reducing the budget of a task/sub-task more than 50 percent, or to the point a task/sub-task could not be accomplished as it was originally approved;
- f. Change in key person*;
- g. Extending the period of performance past the approved work program period (i.e., no-cost time extension);
- h. Sub awarding, transferring, or contracting out any of the activities in the UPWP;
- i. The disengagement from a project for more than 3 months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator,
- j. The inclusion of costs that require prior approval (e.g. capital and equipment purchases \$5,000 and above per unit cost).

ii. Modifications to the UPWP

UPWP changes that do not fall into the above categories may be processed as a Modification.

* A key person is specified in the application or federal award. For the UPWP, the key person is the MPO’s staff director.

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- iii. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP Amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA regarding the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

10. General Requirements:

- A. The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.
- B. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.
- C. The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:
 - i. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
 - ii. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.
 - iii. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - iv. Effective control over, and accountability for, all funds, property, and other assets.
 - v. Comparison of expenditures with budget amounts for each Federal award.
 - vi. Written procedures to implement the requirements of §200.305 Payment.
 - vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

11. Compensation and Payment:

- A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit "A". Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required

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by FHWA or the Department to justify and support the payment requested.

- B.** Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit “A”.
- C.** Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Grant Manager prior to payments.
- D.** The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. Regarding eligible costs, whichever requirement is stricter between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.
- E.** Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit “A”, was met. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. See Exhibit “D” for Contract Payment Requirements.
- F.** Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department’s Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department’s Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.
- G.** Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- H.** An invoice submitted to the Department involving the expenditure of metropolitan planning funds (“PL funds”) is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15-business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement, or the disputed item/amount could be included/added to a subsequent invoice.
- I.** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon

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request. Records of costs incurred include the MPO's general accounting records and the Project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the Project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.

- J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.
- L. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- M. **Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies or monitoring by the Department discloses that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.

- N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 16 of this Agreement.
- O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of

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10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

12. Procurement and Contracts of the MPO:

- A. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 2 CFR §200.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the MPO, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the MPO's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the MPO will involve the Department, to an extent to be determined by the Department, in the consultant selection process for all projects funded under this Agreement. In all cases, the MPO shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The MPO shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds.

13. Audit Reports: The administration of resources awarded through the Department to the MPO by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The MPO shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The MPO, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the MPO expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the MPO must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "B", Federal Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the MPO to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the MPO must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for

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that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).

- iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller
605 Suwannee Street, MS 24
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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- C. The MPO shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The MPO shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

- 14. Termination or Suspension:** The Department may, by written notice to the MPO, suspend any or all of the MPO's obligations under this Agreement for the MPO's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department will provide written notice outlining the particulars of suspension.

The Department may terminate this Agreement at any time before the date of completion if the MPO is dissolved or if federal funds cease to be available. In addition, the Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

The parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.

Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the MPO or any consultant, sub-consultant or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are confidential or exempt.

The conflict and dispute resolution process set forth in Section 16 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

- 15. Remedies:** Violation or breach of Agreement terms by the MPO shall be grounds for termination of the Agreement. Any costs incurred by the Department arising from the termination of this Agreement shall be paid by the MPO.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

- 16. Conflict and Dispute Resolution Process:** This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 11.N of this Agreement.

- A. **Initial Resolution:** The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

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- B. Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Lee Metropolitan Planning Organization - the Chairperson of the MPO.
- C. Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.

- 17. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The MPO and its contractors and consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors and subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

18. Compliance with Federal Conditions and Laws:

- A.** The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B.** The MPO shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. Title VI Assurances:** The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The MPO shall include the attached Exhibit "C", Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- D. Restrictions on Lobbying** The MPO agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
- E.** The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

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19. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the MPO agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

20. Miscellaneous Provisions:

A. Public Records:

- i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state and federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.

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- B. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.
- C. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the MPO to the end that the MPO may proceed as soon as possible with the Project.
- G. The MPO shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the MPO and FHWA requires reimbursement of the funds, the MPO will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- H. The MPO:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by MPO during the term of the contract; and
 - ii. shall expressly require any contractor, consultant, subcontractors and subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor or subconsultant during the contract term.
- I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- J. The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- K. This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Florida.

21. Exhibits: The following Exhibits are attached and incorporated into this Agreement:

- A. Exhibit "A", UPWP
- B. Exhibit "B", Federal Financial Assistance (Single Audit Act)
- C. Exhibit "C", Title VI Assurances
- D. Exhibit "D", Contract Payment Requirements

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day, month and year set forth above.

MPO

Florida Department of Transportation

Lee Metropolitan Planning Organization

MPO Name

Mayor John Gunter

Signatory (Printed or Typed)

L.K. Nandam

Department of Transportation

Signature

Signature

MPO Chair

District Secretary

Title

Title

Legal Review
MPO

Legal Review
Department of Transportation
Attorney Don Conway

DS
ADC

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EXHIBIT “B”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: [20.205](#)
CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program
***Award Amount:** \$3,047,301.
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: 0
****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141

www.dot.gov/map21

Federal Highway Administration – Florida Division

www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsrs.gov

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TITLE VI ASSURANCES

During the performance of this Agreement, the MPO, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT) **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits

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discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

REVISE THE FEDERAL AND STATE PRIORITY LIST

RECOMMENDED ACTION: Review and approve the revised Federal and State priority list (**attached**) to include the purchase of the Rail Right-of-Way in support of the Trust for Public Land seeking federal and state grant opportunities.

The priority list is being updated to reflect the Trust for Public Land's successful negotiation of an agreement for the purchase of the rail corridor from Alico Road down into Collier County. The agreement includes a two year time frame to identify the funding to purchase the right-of-way and adding this to the priority list will help their effort in identifying and pursuing federal and state grant opportunities. The TAC unanimously approved this item at their May 2, 2024 meeting. The CAC also approved this item unanimously but there was also a motion to model the Bonita Estero Rail Trail after the separated facilities on a segment of the Legacy trail in Sarasota that was approved with one abstention (discussion about separating bikers on the pathway from people walking their dog at a slower pace on a parallel sidewalk).

UPDATED FEDERAL AND STATE FUNDED PRIORITIES

Staff Recommend	23 Priority	FM #	Project	From	To	Improvement Type	Length (miles)	Next Phase	PDC Estimate (in \$1,000)
1	1	4299601	Partial Funding for County Traffic Operations Center ¹						\$43.5
2	2	1957641	Multi-Modal Enhancement Box ¹						\$3,500
3	3	4453231	Big Carlos Bridge Replacement			Bridge	0.4	CST	\$5,000
4	4	4443281	US 41 at Six Mile Cypress Parkway			Intersection	1.0	PE	\$2,000
5	5	4443214	US 41 at Bonita Beach Road			Bypass/Intersection	1.0	ROW	\$16,050
6	6	4369281	Burnt Store Road	Van Buren Pkwy	Charlotte Co/l	2L to 4L	5.5	ROW	\$24,600
7			SR 78	Burnt Store Rd	NE 24th Avenue	4L to 6L	7.8	PE	\$10,500
8	7	4313344	SR 730 (Metro Pkwy)	S. of Colonial	Winkler Ave	Partial CFI	1.0	CST	\$37,700
9	8	4313342	SR 730 (Metro Pkwy)	S. of Daniels	N. of Daniels	Partial CFI	0.6	CST	\$45,800
10	9	4313343	SR 730 (Metro Pkwy)	N. of Daniels	S. of Colonial	4L to 6L	2.9	CST	\$28,200
11	10	4419421	SR 31	SR 80	SR 78	2L to 4L	1.4	CST	\$204,600
12	11	4449371	SR 78	I-75	SR 31	2L to 4L	3.3	PE	\$4,500
13	12	4353471	Old US 41	US 41	Bonita Beach Road	Add lanes/reconstruct	2.7	ROW	\$19,600
14	13		Cape Coral Bridge	W. of McGregor	E. of Del Prado	Bridge Reconst/Widen 6L	1.1	CST	\$210,000
15	14		US 41/SR 78 Intersection			Intersection Imp.	0.5	PD&E	\$600
16	15		Fowler St./Evans Ave	S. of Hanson	MLK Blvd.	3L NB/3L SB	1.4	PD&E	\$2,000
17	16	4126363	Countywide ATMS			Phase III Implementation		PE	\$1,200
18			<u>Rail Trail</u>	<u>Wiggins Pass Rd</u>	<u>Alico Road</u>	<u>SUN Trail</u>	<u>14.9</u>	<u>ROW</u>	<u>\$82,000</u>

Lower to match commitment of SU funds for Big Carlos in FY 26, 27 & 28
\$5 million per year of SU funds for three years matched with \$10 million in SA for the bridge CST, starting in 2026

Notes:

¹The top two priorities are set asides that the Lee County MPO request annually from off the top of SU funds allocated to the Lee County urbanized area. The multi-modal box funds include \$1.5 million annually for bus replacements, \$.95 million in congestion management funding and \$2.5 million in bicycle pedestrian projects consistent with the LRTP.

PL = Planning phase

PE = Design phase

DSB = Design Build Project

ROW = Right-of-way phase

PD&E = Project Development & Environment phase

CST = Construction phase

**AMENDMENTS TO THE FY 2023/2024 - FY 2027/2028
TRANSPORTATION IMPROVEMENT PROGRAM TO REMOVE TWO BRIDGE
PROJECTS THAT ARE NO LONGER ELIGIBLE FOR FEDERAL FUNDING**

RECOMMENDED ACTION: Approve amendments to the Transportation Improvement Program (TIP) to remove two bridge projects that are no longer eligible for federal funding.

The FY 2023/2024 through FY 2027/2028 TIP is being amended to remove the Zanzabar Canal Bridge replacement project on Diplomat Parkway and the Taylor Canal Bridge replacement on SE 8th Place for the following reasons (the letter received from FDOT and the existing project sheets are **attached**):

Diplomat Parkway westbound over the Zanzabar Canal Bridge – FPN 4472461:
This bridge was repaired by the owner and no longer meets requirements for Local Owned Deficient Bridge Program. This project is no longer eligible for federal funding.

SE 8th Place over the Taylor Canal Bridge – FPN 4505981:
This project is no longer eligible for federal funding. The bridge has been inspected after the updated Sonovoid inspection guidance that was posted Oct. 2022. The rating is now back up to a 7 and the inspection frequency has been changed back to once every 2 years, and no longer meets requirements for Local Owned Deficient Bridge Program.

The TAC and CAC unanimously approved this item at their respective meetings held on May 2, 2024.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 N Broadway Avenue
Bartow, Florida 33830

JARED W. PERDUE, P.E.
SECRETARY

April 30, 2024

Mr. Donald Scott
Executive Director
Lee County MPO
815 Nicholas Pkwy W
Cape Coral, FL 33991

RE: Request for STIP/TIP Amendments to the Lee County Metropolitan Planning Organization's Fiscal Years 2023/24 – FY 2027/28 Transportation Improvement Program (TIP).

Dear Mr. Scott:

The purpose of this letter is to request the Lee County Metropolitan Planning Organization (MPO) to approve the following STIP/TIP Amendments to the FY2023/24 – FY2027/28 TIP at the May 17, 2024 MPO Board Meeting.

The following projects are being deleted from the FDOT State Transportation Improvement Program (STIP). Please remove these projects from your FY2023/24 – FY2027/28 TIP for consistency and transparency:

447246 1 DIPLOMAT PARKWAY WESTBOUND OVER ZANZABAR CANAL BRIDGE #125578

This bridge was repaired by the owner and no longer meets requirements for Local Owned Deficient Bridge Program. This project is no longer eligible for federal funding.

450598 1 SE 8TH PL OVER TAYLOR CANAL BRIDGE #125642

This project is no longer eligible for federal funding. The bridge has been inspected after the updated Sonovoid inspection guidance that was posted Oct. 2022. The rating is now back up to a 7 and the inspection frequency has been changed back to once every 2 years, and no longer meets requirements for Local Owned Deficient Bridge Program.

If you have any questions, please feel free to contact me at (239) 292-1520.

Sincerely,

DocuSigned by:

Pamela Barr

Pamela Barr F0A9E54140A0418...
Community Liaison

cc: Carlos A Gonzalez, Federal Highway Administration
Denise Strickland, Florida Department of Transportation
Ashley Melton, Florida Department of Transportation
Wayne Gaither, Florida Department of Transportation

DIPLOMAT PARKWAY WESTBOUND OVER ZANZABAR CANAL

Project Number: 4472461

Non-SIS



From:

Work Summary: BRIDGE REPLACEMENT

To:

Lead Agency:

MANAGED BY FDOT

Length: 0.004

LRTP #: Appendix E, Page 10, Table 11

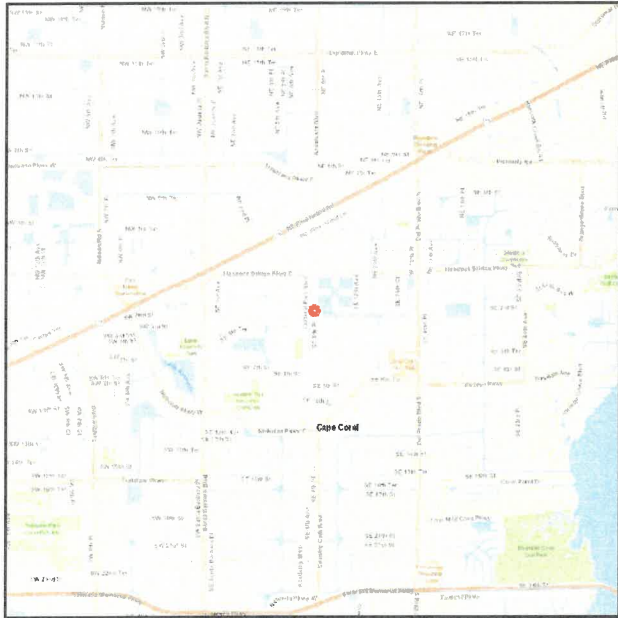
Phase	Fund Source	2023/24	2024/25	2025/26	2026/27	2027/28	Total
PE	LF	17,555	0	0	0	0	17,555
PE	ACBR	57,666	0	0	0	0	57,666
RRU	LF	0	0	25,000	0	0	25,000
CST	LF	0	0	236,349	0	0	236,349
RRU	ACBR	0	0	100,000	0	0	100,000
CST	ACBR	0	0	725,395	0	0	725,395
Total		75,221	0	1,086,744	0	0	1,161,965

Prior Cost < 2023/24: 0
Future Cost > 2027/28: 0
Total Project Cost: 1,161,965
Project Description:

SE 8TH PL OVER TAYLOR CANAL BRIDGE #125642

Project Number: 4505981

Non-SIS



From:

Work Summary: BRIDGE REPLACEMENT

To:

Lead Agency:

MANAGED BY FDOT

Length: 0.009

LRTP #: Appendix E, Page 10, Table 11

Phase	Fund Source	2023/24	2024/25	2025/26	2026/27	2027/28	Total
PE	LF	55,916	0	0	0	0	55,916
PE	GFBZ	167,750	0	0	0	0	167,750
CST	LF	0	0	0	418,030	0	418,030
CST	GFBR	0	0	0	1,254,092	0	1,254,092
CST	SA	0	0	0	22,460	0	22,460
Total		223,666	0	0	1,694,582	0	1,918,248

Prior Cost < 2023/24: 0
Future Cost > 2027/28: 0
Total Project Cost: 1,918,248
Project Description:

REVIEW AND APPROVE THE UPDATED SUN TRAIL PRIORITY LIST

RECOMMENDED ACTION: Approve the revised 2023 SUN Trail Priority list that now includes the right of way acquisition and trail development of BERT.

The Trust for Public Land (TPL) has a purchase agreement in place with Seminole Gulf Railroad for a 14.9-mile section of the rail corridor extending south from Alico Road in Lee County to Wiggins Pass Road in Collier County. The purchase price is set at \$82 million. Funds are required to be secured by March 2026.

TPL has proposed a funding strategy for acquisition of the rail corridor and the development of trail on the right of way.

Among the various funding sources identified in the funding strategy is FDOT's SUN Trail Program. Consideration of SUN Trail Program funds for right of way acquisition and trail development will require the Bonita Estero Rail Trail (BERT) to be identified among the SUN Trail Priorities for both Lee and Collier MPOs.

Accordingly, staff revised the 2023 SUN Trail Priorities as shown in **Attachment A**.

At its April 23rd meeting, the BPCC recommended that the MPO approve the revised priorities, and the TAC and CAC recommended the MPO Board do the same at their respective May 2nd meetings.

**PROPOSED REVISIONS TO 2023 LEE MPO SUN TRAIL PRIORITIES
MPO BOARD 5/17/2024**

FM #	Project	From	To	Improvement Type	Length (miles)	Programmed Phase	Next Phase	PDC Estimate	SunTrail Fund Request	Local Match	Priority
NA	JYLP Trail Enhancement	North Canal Crossing next to Daniels Pkwy Trailhead	South (Ten Mile) Canal Crossing	(1) Replace 6' sidewalk with a 12' shared use path (2) Build a ped overpass at Daniels Pkwy to maintain linear character of the trail	0.50	NA	PE CST + CEI (SUP) CST+ CEI (Bridge) Total	\$1,142,349 \$4,400,000 <u>\$7,315,728</u> \$12,858,077	\$12,858,077	\$0	1
NA	Littleton Rd	US 41	North Tamiami Trail/Business 41	Shared Use Path (South Side)	0.66	NA	PE ROW CST + CEI Total	\$502,245 \$730,000 <u>\$1,650,234</u> \$2,882,479	\$2,882,479	\$0	2
NA	BERT in Lee and Collier Counties ¹	Wiggins Pass Road	Alico Road	SGL Railroad ROW Acquisition and BERT Trail Development	14.90	NA	ROW Acquisition PD&E² PE² CST²	\$82,000,000 \$2,000,000 X X X	\$72,000,000 \$2,000,000 X X X	\$10,000,000 0 X X X	3
NA	SR 80	Broadway Ave	Silk Bay Blvd/1st St	Shared Use Path (South Side)	1.71	NA	PE CST + CEI Total	\$1,150,000 <u>\$8,760,000</u> \$9,910,000	\$9,910,000	\$0	4
NA	SR 80	Buckingham Rd	Broadway Ave	Shared Use Path (North Side)	8.04	NA	PE CST + CEI Total	\$3,150,000 <u>\$27,050,000</u> \$30,200,000	\$30,200,000	\$0	5

Note:
1 BERT is being added to Lee MPO SUN Trail Priority List to initiate FDOT consideration of SUN Trail Program funds in Work Program for ROW acquisition and project development
2 Trail Development Phases are contingent on securing ROW Acquisition funds by May 2026; PD&E Study will be the first project development phase after ROW Acquisition
X Design and construction costs will be developed during PD&E Study

APPROVE THE SUN TRAIL FEASIBILITY SCOPE OF SERVICES

RECOMMENDED ACTION: Approve the **attached** scope of services for the SUN Trail feasibility study.

The Lee County SUN Trail Network in Fort Myers and North Fort Myers currently includes an alignment along Fowler Street and Evans Avenue, north of Hanson Street. This alignment bypasses most of the attractions in the City's Downtown River District as well as the main hub of the proposed Midtown. Additionally, Business 41 in North Fort Myers from the Edison Bridge to SR 78 is a constrained high-volume facility with 5' wide sidewalks.

The MPO received SUN Trail funds to conduct a study in FY 2024 to determine an alternate SUN Trail Route to connect the City of Fort Myers and North Fort Myers. The anticipated route will traverse through Central Fort Myers, Midtown, and the Downtown River District before crossing the River to North Fort Myers. This Route will meet up with the rest of the SUN Trail Network to the south at the JYLP Trail Extension beginning at Hanson Street, and to the north either at the existing Shared Use Path on North Tamiami Trail, or the 8' wide Sidewalk on North Cleveland Avenue, north of Pine Island Road (SR 78).

At its March 26th meeting, the BPCCC recommended that the MPO Board approve the scope, while the TAC and CAC recommended the MPO Board do the same at their May 2nd meetings.

CALOOSAHATCHEE D'TOWN ALTERNATIVE MULTIMODAL FEASIBILITY STUDY

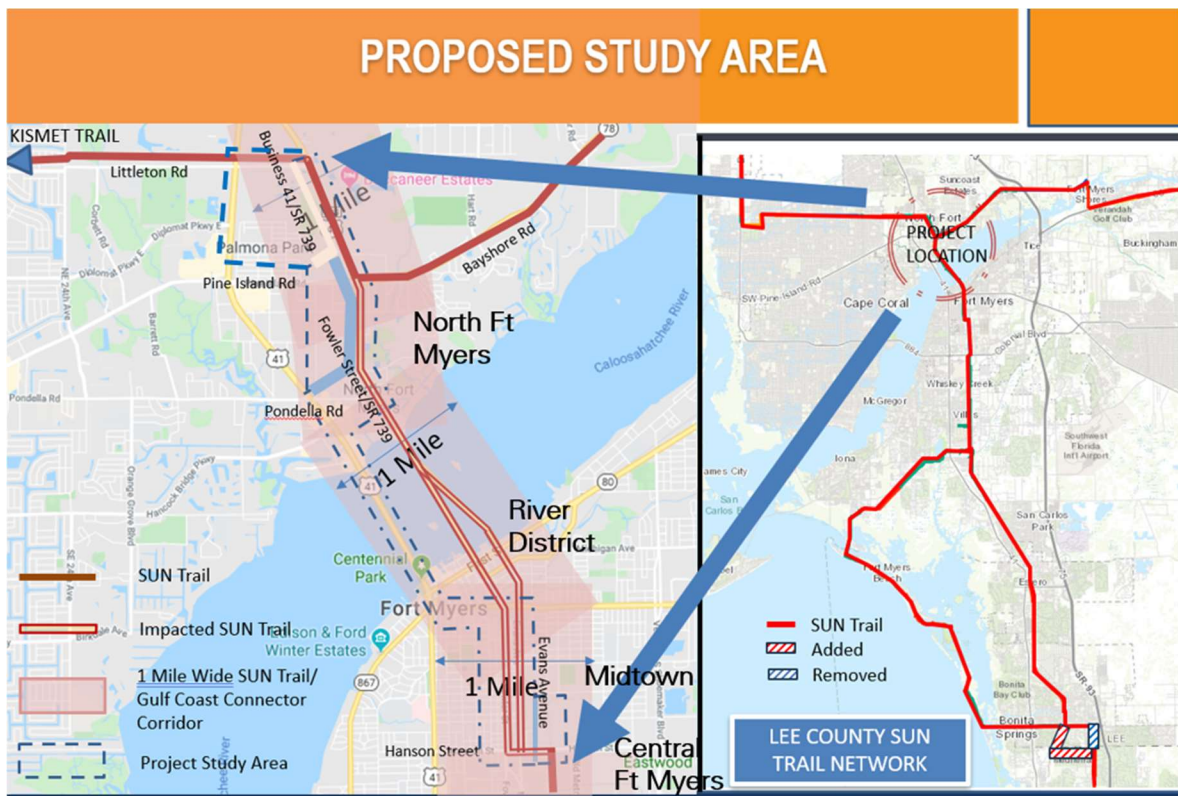
Scope of Services

I. INTRODUCTION

The Lee County SUN Trail Network connecting the City of Fort Myers and North Fort Myers in unincorporated Lee County includes an alignment along Fowler Street and Evans Avenue, north of Hanson Street, which bypasses most of the City's Downtown River District attractions. Additionally, Fowler Street from Edison Bridge to Pine Island Road, is a constrained high-volume facility with only 5' wide sidewalks.

II. PURPOSE

The purpose of this scope of services is to identify an alternate SUN Trail route to North Fort Myers via the Caloosahatchee Bridge which will provide safer mobility and accessibility for pedestrians, cyclists, and Micromobility users. The proposed study area (intended to be approximate) is from Cleveland Avenue in the west to Fowler Street/Evans Avenue in the east, and Hanson Street in the south to Littleton Road in the north as shown below in **Figure 1**.



The anticipated route will traverse through Central Fort Myers, Midtown, and the Downtown River District before crossing the River to North Fort Myers, all of which constitute the four (4) sections of the study area. This proposed alternate Route is anticipated to meet up with the rest of the SUN Trail Network to the south at the JYLP Trail Extension beginning at Hanson Street and Palm Avenue, and to the north either at the existing Shared Use Path on North Tamiami Trail, or the 8' wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78) to its terminus at Littleton Road.

The study shall include coordinating with the City of Fort Myers Carbon Reduction Study, which study investigates the viability of a bicycle, pedestrian, and transit only street(s) connecting the Downtown and Midtown districts.

The study will result in the recommendation of a preferred alignment, which can be carried forward for further development. The preferred route should be safe, feasible, cost effective, and consistent with stakeholder and community input and preferences. The study should include a strong implementation strategy, aligning near and mid-term actions with available and forecasted financial resources.

Main considerations for Study: In order to identify potential alignments, evaluate feasibility, and make a recommendation for a preferred trail alignment, the Study will need to consider a number of factors, including but not limited to the following:

- Existing bicycle and pedestrian system
- Programmed or near-term improvements
- Feasibility and desirability of both off-street and on-street options among the various potential alternatives
- Major barriers such as waterways, rail lines, and rail right of way
- Roadway and intersection classification and characteristics
- Environmental issues, such as wetlands, drainage, ROW, and utilities
- Adjacent land uses and destinations that may affect route choice.

III. BACKGROUND REFERENCES

- Federal Laws
 - BIL Act Fact Sheet
 - [Bipartisan Infrastructure Law - Metropolitan Planning Program \(MPP\) Fact Sheet | Federal Highway Administration \(dot.gov\)](#)
- State Laws
 - Florida Sun Trail Program
 - Section 339.81, Florida Statutes (F.S.)
<https://m.flsenate.gov/Statutes/339.81>

IV. SCOPE OF SERVICE

TASK 1: Kickoff Meeting

The CONSULTANT will schedule and conduct a project kick off meeting consisting of the consultant and appropriate staff from Lee MPO, the City of Fort Myers, and Lee County BOCC within two weeks of the issuance of a Notice to Proceed. At this meeting, the CONSULTANT will present and discuss a work plan and schedule for completing the Study. The CONSULTANT will also develop a preliminary map defining the study area for review and discussion at this meeting and will use the input to finalize the study area. Other topics include, but not limited to, data collection, formation of a Project Stakeholder Committee (PSC), an outline for engaging stakeholders in public outreach activities, tools to be used for collecting public input, tools for trail demand and usage analysis, development of a project fact sheet, etc. These topics are covered in length under various tasks of this scope.

Deliverables: The deliverables include a work plan and schedule for completing the study, and a map of the proposed study area.

TASK 2: Data Collection

CONSULTANT will gather existing data from the MPO, local jurisdictions, state databases, web based interactive systems, etc., for review and analysis, and for mapping functions. It will be the consultant's responsibility to coordinate and collect all available data for the project. Information sought may be in the form of as-built drawings, right-of-way drawings, parcel maps, GIS data, usage data (traffic counts, Strava Metro, StreetLight, Replica, or the like), reports, etc.

2.1 - Mapping

CONSULTANT will identify and summarize mapping work in support of the study. Mapping services will result in development of a series of maps that may include, but not limited to:

1. Study Area Map and Aerials
2. Existing and Future Land Use
3. Transportation Network, Intersections, and Access Points
4. Flow and Intensity Maps by Mode - Vehicles, Pedestrian, Bicycle, Transit
5. Safety Maps (crash data, traffic volumes, speed, etc.)
6. Job Accessibility Maps
7. Utilities and Infrastructure
8. Cultural and Public Facilities
9. Environmental Inventory Information
10. Erosion and Drainage
11. Historical Sites and Structures

12. Right-of-way, Easements, and Property Ownership
13. MPO Federally Mandated Performance Measures Data
14. Socioeconomic (Income, Poverty, Race/Ethnicity, Car Ownership, Age, etc.)

Deliverables: Map package in GIS and PDF. Maps will be used in the Existing Conditions Analysis Memo and in the Trail Study Report as needed.

2.1 - Existing Conditions Analysis

CONSULTANT will perform field visits and site investigations, review existing plans, and studies pertinent to this project (e.g. 2008 North Fort Myers Community Vision Plan, City of Fort Myers 2020 Bike Ped Master Plan), and analyze data for the study area. Assessment will likely include, but not limited to, land use and ownership records, roadway characteristics, traffic and safety data, infrastructure conditions, design standards, location of trails/sidepaths and transit routes, economic development and tourism opportunities, crime, environmental information, and flood map data. In conjunction with stakeholder engagement, this task should also include utility and agency coordination to identify potential conflicts, agency concerns, costs, and time impacts, and impacts on/from other projects. Also, analyze physical constraints that may affect trail alignment including (1) Flood and Erosion Hazard Areas (2) Geologically Hazardous Areas (rockfill, unstable soils, etc.) and (3) Steep topography.

Observations and data collection, photo and video documentation, field measurements and geo-referencing will be taken as needed during the site visits. One of the site visits could be a field trip with Project Team members to share ideas and institutional knowledge about the area and specific roadway improvements either planned, programmed, or under construction.

Deliverables: Existing Conditions Analysis Memo. Findings will be used in the Existing Conditions Report and in the draft and final version of the Trail Study.

2.2 – Policy Analysis

CONSULTANT will also conduct a policy analysis to determine whether any policies, regulations, or established procedures of relevant public and private agencies and organizations may support (or, conversely, hinder) the feasibility and success of potential alternative routes—and, if applicable, non-motorized transportation within the study area. This task shall result in a deliverable that identifies and discusses relevant policy, procedural, and/or programmatic issues that could affect feasibility of an alternate trail alignment within the study area, as well as how these issues may be addressed.

Deliverables: A Policy Procedural and Programmatic Review Memo. Findings will be used in the Existing Conditions Report Neighborhood Centers and in the Draft and Final Version of the Trail Study Report.

2.4 - Approved and Planned Development Analysis

North Fort Myers

CONSULTANT will coordinate with the County to get an update on the development of Town Centers and Neighborhood Centers recommended in the 2008 North Fort Myers Community Vision Plan and compile latest information on approved and planned developments supporting their growth within the study limits. Goal 30 of the Lee Plan seeks to improve the community's livability and economic vitality of North Fort Myers. The proposed Town and Neighborhood Centers in North Fort Myers are shown in **Appendix A**.

CONSULTANT will also compile information on all approved and planned developments within the study area in North Fort Myers that will help determine the Trail alternatives and types of facilities. At the end of this task, the CONSULTANT will prepare a report documenting the approved and planned developments within the project limits and identify opportunities for developing off road multi use trails and on-street shared use paths parallel to North Cleveland Avenue between the River and Pine Island Road. Such opportunities may also be considered in approved and planned developments along the east side of North Cleveland Avenue, from Bayshore Boulevard to Littleton Road.

Central Fort Myers

CONSULTANT will coordinate with the City of Fort Myers Community Development and Engineering Department to get information on approved and planned developments along the Jackson Street corridor (outside the southern limits (Edison Avenue), and the Canal Street and Hanson Street corridors from Jackson Street to the Ten Mile Canal.

Deliverables: Approved and Planned Developments Memo. This memo will be part of the Appendices. Findings will be summarized in the Draft and Final Version of the Trail Study Report.

2.5 – StreetLight and Replica Data Analysis

CONSULTANT will analyze StreetLight or Replica location-based probe data to report pedestrian, bicycle, and vehicular activity throughout the study area. This resource will be also used to provide origin-destination data, demographic and trip statistics, and to guide the alternatives definition process.

Deliverables: Data Analysis Memo. Findings and graphics will be used in the Existing Conditions Report and in the Draft and Final Version of the Trail Study Report.

2.6 - Latent Demand and Potential Usage

CONSULTANT will determine the demand for and potential use of an alternate SUN Trail Route Alignment. CONSULTANT will conduct the following activities under this task:

- 1) Provide general demographics of potential trail users.
 - a) Describe the community character (urban centers, suburbs, industrial zones, etc.).
 - b) Project both current and future service area population information and demographic patterns.
 - c) Develop a profile of potential trail users (bikers, walkers, micromobility users, etc.).
 - d) Conduct an equity analysis that details the vulnerable populations based on linguistics, race, income, age, and education and how the trail can be designed and positioned to benefit underserved populations.

- 2) Analyze potential demand and usage of the trail. For this analysis CONSULTANT will develop a survey and use the survey input and other available applications, such as Trail Demand Calculators and Models, if necessary, to:
 - a) Estimate initial usage levels.
 - b) Project future usage levels.

This survey will be designed to also help capture demographics and any other pertinent data that may be necessary to guide the development of study objectives and measures for alternatives identification.

- 3) Identify and evaluate potential trail linkages/connectors, including possible connections to:
 - a) Adjacent neighborhoods and neighboring developments for both recreational and commuter use by residents/employees.
 - b) Historic sites, cultural and natural resources, business districts and municipal and county facilities (i.e. parks, municipal buildings, etc.).
 - c) Other existing or planned multi-use trail networks along the trail corridor and on either end of the trail corridor (e.g. Gulf Coast Trail, Caloosahatchee Sugar Trail, and JYLP Trail).

- 4) Determine compatibility of trail development with adjacent land uses:
 - a) Identify and address potential impacts on adjacent land uses (agricultural lands, industrial properties, school facilities, businesses, residences, etc.).

Deliverables: Latent and Potential Usage Memo which will be included as part of the appendices. Findings will be used in the Existing Conditions Report.

TASK 3: Existing Conditions Report

CONSULTANT will draft an Existing Conditions Report including the history of the study area, appropriate maps, and findings from Task 2.2 through Task 2.6. This report will also include preliminary findings that may affect the identification and evaluation of alternatives, and a summary of any stakeholder input.

Deliverables: Existing Conditions Report. This will become one of the chapters of the trail study.

TASK 4: Alternative Analysis

4.1 - Trail Corridor Study Area Guide for Alternative Analysis

The trail study area is divided into 4 sections. A description of each section is provided below to highlight characteristics and to serve as a road map to the CONSULTANT during alternative alignments analysis.

NORTH FORT MYERS

Alignment options within this section of the study area may include a mix of north-south off road multi use trails and sidepaths on local roads parallel to Cleveland Avenue from the north side of the Caloosahatchee River to Pine Island Road (SR 78). This will facilitate the connection of the new 8’ wide Caloosahatchee Bridge Sidewalk from North Shore Park to either the existing multi use path on North Tamiami Trail (SR 739), or the 8’ wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78). This new sidewalk is under construction and anticipated to be completed by February 2026.

Signalized mid-block crossings and shared use paths on two east-west roadways including Pondella Road and Pine Island Road may have to be considered so that pedestrians and cyclists can safely cross and connect to off-road trails and/or sidepaths proposed as part of the alignment options discussed in the preceding paragraph.

CONSULTANT will also evaluate the existing shared use path (east side) on North Tamiami Trail and the 8’ wide sidewalk (east side) on North Cleveland Avenue from Pine Island Road to Littleton Road and recommend improvements if needed. The connectivity between Caloosahatchee Sugar Trail and the proposed trail at the intersection of Bayshore Road and North Tamiami Trail will be evaluated, and improvements recommended as needed for mobility and safety.

DOWNTOWN RIVER DISTRICT

A mix of Downtown River District streets including West 1st Street, Heitman Street, Monroe Street, Bay Street, and Edwards Drive shall be evaluated by CONSULTANT to identify the best route connecting the Caloosahatchee Bridge sidewalk (at West

First Street) to the City's proposed Pedestrian Mall. CONSULTANT will also recommend improvements to these streets as needed for accessibility and bike-ped safety as part of this trail alignment in Downtown Fort Myers.

CONSULTANT will coordinate with the City of Fort Myers on the progress and development of its Carbon Reduction Study that will evaluate the feasibility of converting Hendry Street, or a parallel street, to a Pedestrian Mall. The CONSULTANT will coordinate with the City about including the entire length of the City's proposed Pedestrian Mall as part of the alternative alignment in Downtown Fort Myers.

MIDTOWN

CONSULTANT will coordinate with the City of Fort Myers on the progress of the Midtown master planning efforts which will develop recommendations for streetscape typical improvements as well as design and construction phasing approaches. The City's preliminary streetscape concept for Jackson Street includes a 10' wide multi-use path connecting Midtown with the proposed pedestrian mall. To the south, the City anticipates Jackson Street could serve as the primary bicycle pedestrian corridor connecting Midtown with the proposed JYLP Trail extension that will terminate at the intersection of Hanson Street and Palm Avenue. CONSULTANT will coordinate with the City about including this corridor as part of the Preferred Trail Alignment.

CENTRAL FORT MYERS

Since the southern project limits of Midtown project terminates at Edison Avenue, the CONSULTANT will evaluate Jackson Street from Edison Avenue to Hanson Street, and Hanson Street from Jackson Street to Palm Avenue, and recommend bike ped and micromobility use improvements. For Hanson Street, CONSULTANT shall evaluate the existing infrastructure and recommend retrofits to the road within the existing right of way that will improve accessibility and enhance bike ped safety.

The CONSULTANT shall also review the City's 2010 design plans for 4-laning Hanson Street and recommend long term improvements to the design to meet SUN Trail standards for a shared use path from Jackson Street to Palm Avenue. However, the City's 2010 design plans are not part of a committed project as of 2024.

In addition to the City of Fort Myers, any recommended retrofits/improvements to Hanson Street will require coordination with FDOT as the segment from Central Avenue (to the west) and Metro Parkway (to the east) is FDOT maintained.

CONSULTANT will also evaluate the City's east west Canal Street from Jackson Street to the Ten Mile Canal and south along the Ten Mile Canal Right of Way (across the Manual Branch Creek) as an alternative to using Hanson Street and tie with the proposed JYLP extension at the intersection of Hanson Street and Palm

Avenue.

4.2 - Evaluation Criteria and Analysis Methodology

CONSULTANT will define criteria and analysis methodology to guide the evaluation of the alternatives. The methodology should be clearly described and documented before the evaluation of alternatives occurs. The criteria will be refined as needed as the potential alternatives passes from screening to top three (3) alternatives selection, and to preferred alignment selection. While there may be only three top alternatives, variations in detail will be allowed that may result in sub-alignment options under each alternative.

4.2.3 - Objectives and Measures - Based on the input received from Stakeholder Interviews, Existing Conditions Analysis, and the Demand and Usage Survey, CONSULTANT will prepare study objectives and measures of effectiveness. These measures of effectiveness will serve as criteria for evaluating the alternatives. A two-tier screening system, or an alternative system may be developed to shortlist the number of alternatives. The input from the survey will also help guide alternatives identification.

4.3 - Alternatives Identification and Review

CONSULTANT will develop a series of data sets to guide the alternative definition process. Data set series may include StreetLight or Replica data, available public Right of Way, Disadvantaged Community data, potential destinations, vehicle ownership data, transit routes, traffic volumes, data generated from the Demand and Usage Survey, etc.

The CONSULTANT will identify and review up to (6) initial potential trail alignments. While there could be as many as 6 potential trail alignments in the North Fort Myers section of the study area, potential alignments could be limited to only (2) or (3) each in the River District, Midtown, and Central Fort Myers sections. For each alignment, CONSULTANT will determine the type of facility that can be accommodated which may include a mix of off-road trail, sidepaths, and shared lanes on local streets. The alternatives will be determined to a planning level of detail, focused on the trail route without detailed design.

4.4 - Alternatives Evaluation and Selection

CONSULTANT will evaluate alternative alignments based on weighted objectives and Measures developed under Task 4.2.3.

The committee will review each alignment presented by the CONSULTANT and select three (3) alternatives (with variation on details that may allow for additional subalignment options under each alternative) that will be used in a Community Survey.

4.5 - Preferred Alignment Selection

A preferred trail alignment will be selected by the Project Stakeholder Committee based on a final analysis of the alternatives, results from the Community Survey, and input from Public Workshop 2 (Task 10.7). Order of Magnitude Costs for the top Three Alternatives will be developed if it facilitates selection of the preferred alignment.

- 4.5.1** CONSULTANT will prepare content and questions for developing an online Community Survey to gauge support for the top three (3) alternatives.
- 4.5.2** CONSULTANT may develop Order of Magnitude Costs for all three alternatives if they facilitate the selection of preferred alignment. Costs will be then included in the Community Survey and presented at Public Workshop 2.

4.6 - Opinions of Probable Cost

The CONSULTANT will prepare a planning level of opinion of probable cost for the recommended Preferred Trail Alignment. Costs may include:

1. Land acquisition or easement purchase.
2. Trail development and proposed facilities/amenities.
3. Utility relocation needs, driveway reconstruction needs, etc.
4. Typical management and maintenance budgets based on those of similar trails.
5. All anticipated costs necessary to advance trail through to construction.

Deliverables:

- **Task 4.2.3 Survey 1 and Analysis**
- **Task 4.5.1 Survey 2 and Analysis**
- **Alternatives Analysis Memo**
- **Opinion of Probable Cost**

TASK 5: Conceptual Development Plan

CONSULTANT will develop conceptual plans of all three alternatives selected for the Community Survey unless compelling argument is provided by consultant to develop conceptual plans for only the preferred alignment. (A design charette could be held at the #3 PSC meeting to obtain input for developing high level conceptual plans for the three alternatives). These plans will reflect engineering design standards and basic right of way constraints but will not represent detailed design. CONSULTANT will explore the possibility of incorporating the alternative designs into a 3D view or a kmz file for importing to google earth. The following will be developed as part of the conceptual plans:

1. Map(s) that identify:
 - a) All three alternatives and any sub-alignments.
 - b) The location of trailheads and associated facilities/amenities (lighting, parking, signage, restrooms, water, emergency telephone, maintenance facilities, etc.).
 - c) Proposed areas for limited access (bollards, gates etc.) and provisions for emergency vehicle access.
 - d) Areas requiring natural or man-made buffers and/or screening.
 - e) Areas with possible linkages to parks, schools, historic sites, neighborhoods, etc.
 - f) The map should be delivered in editable format as well as PDF and/or interactive format for public consumption.
2. Conceptual plans in 'plan' view featuring cross sections at key locations (trail and roadway crossing, etc.).
3. Conceptual plans of pedestrian bridges and boardwalks across creeks and canals
4. Conceptual plans for mitigating potential conflicts between pedestrians and other users (Cyclists, Micromobility users, golf carts, etc.)
5. Conceptual plans of auxiliary facilities and amenities necessary to operate the trail such as trailheads, fencing or buffer systems (for privacy and security), trail identification and way-finding signage, drainage systems, emergency vehicle access, restricted access measures, facilities to meet the needs of persons with disabilities. 1b,1c,1d, 2,3,4 apply only to off road trail alternatives proposed in the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section.
6. Summary of impacted property owners and their willingness to provide necessary easements

Downtown River District Section Only

7. Conceptual designs indicating trail users using shared roadways, and existing sidewalks
8. Conceptual plans of proposed safety enhancements in Downtown streets including on-street bike facilities (bike lanes, sharrows, advisory bike lanes), crosswalks, protected intersections, traffic control devices (RRFBs, PHBs, Mid-Block Pedestrian Signals).

Midtown and Central Fort Myers Only

9. Conceptual plans of proposed facilities such as shared use paths, protected and conventional bike lanes, wide sidewalks, etc., and proposed bike ped safety devices including crosswalks, traffic control devices, protected intersections, landscaping, etc.
10. For Hanson Street, conceptual plans of proposed interim and long-term bike ped improvement.

Deliverables: Conceptual Plan Package. This will be included in the Appendices while selected graphics will be shown in the Draft and the Final Version of the Trail Study Report.

Task 6: Determine Options for Off-Road Trail Operation, Maintenance, and Security

This may only apply to the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section of the study area. For these sections CONSULTANT will do the following:

1. Determine trail ownership, operation, maintenance, and security options for involved entities.
2. Identify potential roles of public and non-public agencies as well as non-profit groups.
3. Identify potential opportunities for in-kind contributions from involved entities.
4. Propose an appropriate organizational structure to provide trail operation, maintenance, and security functions.
5. Identify typical routine and periodic trail maintenance tasks

Deliverables: A memo summarizing findings and recommendations. This could be included as a chapter in the Draft and Final Version of the Trail Study Report.

TASK 7: Economic Impact

Based on the findings from Task 2.6 and review of peer trail literature review in Florida on economic spending from trail use, CONSULTANT will determine potential economic impact of the Trail on the local economy.

Deliverables: Economic Impact Memo that will be included as part of appendices. Findings will be included in the Draft and Final Version of the Trail Study Report.

TASK 8 - Preliminary Environmental Assessment

CONSULTANT will perform a preliminary environmental assessment of the Preferred Trail Alternative to identify potential areas of focus under the National Environmental Policy Act (“NEPA”). This preliminary assessment will consider the appropriate environmental documents (i.e., Categorical Exclusions) and the necessary environmental analyses for the next phase of the project.

Deliverables: Preliminary Assessment Summary. Findings will be included in the Final Study Report.

Task 9: Shared Micromobility Expansion Analysis

Identify issues and concerns impacting the ability to operate micromobility sharing system in North Fort Myers along the selected Preferred Trail Alignment and the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail part of the Caloosahatchee Sugar Trail).

An ordinance permitting and regulating micromobility systems and use of micromobility devices on City right of way was adopted last year by the City of Fort Myers. The City is currently reviewing proposals from three (3) operators to launch shared micromobility services in Fort Myers.

As part of this task, the CONSULTANT will explore expansion of shared mobility already permitted in the City of Fort Myers to North Fort Myers via the Caloosahatchee Bridge and the selected Preferred Trail Alignment in North Fort Myers. CONSULTANT will also explore expansion along the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail).

Specifically analyze the following:

- i. Potential E-bike/E- Scooter share station locations.
- ii. Coordination with the City of Fort Myers selected shared Micromobility Operator to launch shared micromobility services to gauge interest in expanding the service to North Fort Myers.
- iii. Costs.

Deliverables: Micromobility Expansion Memo. This will be included as part of the Appendices while findings will be included in the Final Trail Study Report.

TASK 10: Community Outreach

10.1- Community Outreach Plan

CONSULTANT will develop a Community Outreach Plan that will guide the development of this study. The Community Outreach Plan will be a collaborative effort among the partner agencies working with the CONSULTANT to undertake the following outreach elements:

10.2 – Project Fact Sheet

CONSULTANT will prepare a “Project Fact Sheet” that articulates the project goals, objectives, schedule, and study area. The fact sheet will include a map showing the study area with major landmarks, and the existing SUN Trail Network. The fact sheet will be available to stakeholders and the public.

10.3 - Contact List

CONSULTANT will create and maintain a list of all contact information gathered at

public meetings and provided in surveys.

10.4 - Create Project Website

CONSULTANT will create and host a dedicated project website containing information on the planning process and key deliverables. Materials posted on the website may include project announcements, upcoming meeting dates, meeting materials, and draft documents for review.

10.5 - Surveys

CONSULTANT will develop following surveys:

- *Demand and Usage Survey (Task 2.6)*
- *Community Survey (Task 4.5.1)*

10.6 - Community Outreach Meeting Materials

CONSULTANT will assist in the creation of meeting materials.

10.7 - Planning and Facilitation of In Person Public Workshop (2)

CONSULTANT will coordinate with MPO staff to plan and schedule two public meetings scheduled separately from regularly scheduled MPO Committee and Board meetings. The first meeting is anticipated to occur at the beginning of the project and the second one after the three alternative alignments have been selected by the PSC. CONSULTANT will facilitate the workshops and be responsible for the following:

- Venue selection
- Presentation, equipment and graphics for presentation, meeting equipment set-up and tear-down
- Roll plots, display boards and other boards such as a Welcome Board, Title VI Board, and other needed displays.
- Meeting notifications: This includes, but is not limited to, letters/emails to elected and appointed officials, press releases, and social media advertisements to be shared through the Project Advisory Group.
- A summary report no later than 10 business days following each meeting.
- Provide MPO with responses to comments no later than 5 business days following the comment period ending dates.

10.8 - Project Specific Public Meetings (6)

- CONSULTANT will facilitate up to six (6) additional public meetings to determine the level of public interest and concerns and build support for the alternate alignment. Some of these meetings may be held as public work sessions to modify the plan as needed to accommodate the public needs. CONSULTANT is also expected to use public participation techniques like interviews with adjacent property owners, local business leaders, neighborhood, and community groups, etc., as needed.

10.9 – Summary Report

CONSULTANT will prepare a summary report of all activities conducted in this section. This summary will be included in the Final Study Report.

TASK 10 Deliverables:

- Community Outreach Plan
- Project Fact Sheet
- Summary Report. This will be included in the appendices and may be also used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

Task 11: Project Stakeholder Committee

In coordination with the project team the CONSULTANT shall establish a well-rounded and representative Project Stakeholder Committee (PSC) to help guide the development of the project and completion of the study. The PSC will be formed at the initiation of the project and should include members of the project team, local bike ped advocacy groups, Fort Myers CRA, health organizations, local business and landowners, local park agencies, and law enforcement agencies. Consultants should expect the PSC to meet at least 3 times over the duration of the project. Stakeholders will be expected to participate in the public outreach activities and to that end the CONSULTANT will develop an outline for engaging the stakeholders in the public involvement process.

11.1 - Stakeholder Engagement Outline

CONSULTANT will develop an outline for engaging stakeholders in the public outreach activities.

11.2 – Interviews

CONSULTANT will prepare questions and conduct up to sixteen (16) one-on-one interviews with stakeholders and local governments to gauge interest and involvement within the study area. The findings will be reported to MPO Staff (will be part of 11.5). These interviews will be conducted through TEAM meeting platform.

11.3 – Project Kick-Off with PSC (1)

CONSULTANT will conduct and facilitate one project kickoff meeting with PSC at the beginning of the project, and after the interviews. The meeting will be conducted by online video conferencing.

11.4 – Meeting Materials

CONSULTANT will create a PowerPoint presentation template that will be edited and updated for each meeting. In addition, graphics, photos, and content for advertisement and social media will be created by CONSULTANT. If meetings are

held in person, printed materials will be provided by CONSULTANT.

11.5 – Meetings (4)

In addition to the Kickoff meeting, CONSULTANT will conduct and facilitate two in-person meetings throughout the project. Two (2) extra meetings shall be reserved to be used when needed. CONSULTANT will assist in the creation of meeting materials and will be responsible for the cost of said materials (see task 11.4).

Meeting 1 - Preliminary Alternatives Review

Meeting 2 - Alternative Selection and Wrap-up

Meetings 3 & 4 – Reserved for use when needed.

11.6 – Summary Report

CONSULTANT will prepare a summary report of all activities conducted in this task.

Task 11 Deliverables:

- Stakeholder Engagement Outline
- PSC Kickoff
- PSC Meeting 1
- PSC Meeting 2
- PSC Meetings 3 & 4
- PSC Summary Report. This will be included in the appendices and may be used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

Task 12: MPO Committee and Board Meetings

12.1 Committee Meetings (7)

CONSULTANT will prepare a presentation and present at the following meetings:

TAC (2)

CAC (2)

BPCC (2)

TMOG (1)

CONSULTANT will also prepare and provide content for MPO staff to present at the mid-point of the study.

12.2 - MPO Board Meeting (2)

CONSULTANT will prepare a presentation and present at the MPO Board Meeting twice, once at the beginning of the project and again at the end. CONSULTANT will also prepare and provide content for MPO Staff to present as and when needed.

12.3-Project Partner Board Meetings (4)

CONSULTANT will prepare a presentation and present at the Fort Myers City Council and the Lee County Board of Commissioners meetings, once at the beginning of the project and again at the end of the completion of the Draft Study Report. CONSULTANT will also prepare and provide content for partner staff to present as and when needed.

12.4 – Project Status Meetings (10 or more)

CONSULTANT will meet virtually with MPO Staff as necessary to ensure timeliness and quality of work. These meetings will be no less than one for each task.

12.5 - Draft and Final Report

CONSULTANT will prepare a draft and a final version of the report that summarizes the above work efforts and includes, but not limited to, the following chapters. A Table of Contents outline of the report will be prepared by the CONSULTANT for MPO approval before delivery.

1. Executive Summary
2. Study Objectives
3. Public and Stakeholder Engagement
4. Existing Conditions Analysis
5. Plan Policy and Development Findings
6. Alternatives Identification
7. Alternatives Evaluation
8. Preferred Route Alternative
9. Conceptual Plans
10. Costs Estimates
11. Trail Operation, Maintenance, Safety and Security
12. Economic Impact
13. Shared Micromobility Expansion Analysis
14. Preliminary Environmental Assessment
15. Appendices

Deliverables:

- **TAC & CAC Meeting 1**
- **BPCC Meeting 1**
- **TAC & CAC Meeting 2**
- **BPCC Meeting 2**
- **Board Presentation Meeting 1**
- **Board Presentation Meeting 2**
- **Fort Myers City Council (Meeting 1 & 2)**

- **LC Board of County Commissioners (Meeting 1 & 2)**
- **Draft Report**
- **Final Report**

V. PROJECT ADMINISTRATION

Quality Assurance/Quality Control: CONSULTANT shall be responsible for ensuring that all work products conform to FDOT standard and criteria. This shall be accomplished through an internal quality control process performed by the CONSULTANT. The CONSULTANT will continuously monitor project tasks/work and budget for quality purposes.

Project schedule: The project will be completed in eighteen (18) months after the issuance of a Notice to Proceed, or as agreed to after the project kick-off meeting. The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, their durations, and tasks relationships. The CONSULTANT is responsible for keeping the schedule up to date. The beginning date of the services shall be the date of authorization for the work order. Any changes to the schedule necessitated by circumstances outside the CONSULTANT's control will be coordinated with MPO staff.

Progress Reporting and Invoicing: The CONSULTANT shall meet with the MPO, at a minimum, on a monthly basis and provide written progress reports describing the work performed on each task. The CONSULTANT shall submit one copy of a draft invoice package to the MPO's Project Manager for approval prior to submittal of a final version of each invoice package. Determination on whether work of sufficient quality and quantity has been accomplished will be made by the MPO's Project Manager using comparison of reported percent work completed against actual work accomplished.

Draft Report: A draft report shall be circulated for review and approval by all study participants, and comments shall be compiled and incorporated into the final report by the CONSULTANT. The final report shall contain an executive summary outlining how the study was conducted, the methodologies used, how the final alternative was chosen, the conclusions reached, and the public involvement process used throughout the study.

Budget

The budget for this project is \$600,000.

VI. POTENTIAL ADDITIONS TO SCOPE OF WORK

The MPO is open to expanding the scope of work. CONSULTANT may consider adding any of the following services and/or others they may like to propose if they feel they can be accomplished within the budget.

OPTIONAL TASK 1: Preliminary Engineering Analysis

- a. Conduct survey and develop 30% design drawings for the preferred trail alignment in the North Fort Myers section.
- b. Develop typical cross sections.
- c. Develop preliminary engineering solutions to problematic areas (e.g. canal crossings, wash crossings, topographic challenges that will require significant earthwork, areas of problematic soils, etc.).

OPTIONAL TASK 2 – SMART TECHNOLOGY APPLICATION ASSESSMENT

Innovative technology will be introduced along the alternate sun trail route to improve the “trail experience”. Accordingly, the CONSULTANT will assess existing smart trail innovative technologies that will benefit and fit appropriately within the context of a trail setting and can be adapted to the scope and needs of the community. These may include but not limited to:

- Daylight fluorescent aggregate (glow-in-the-dark hardscape materials for bike and pedestrian safety)
- Greenway surface with % of recycled materials that will improve permeability (reduce stormwater runoff)
- Automatic pedestrian and bicycle counters
- Smart benches – solar powered USB-charging ports
- Smart Waste Bins (e.g. Big Belly)
- Interactive Digital Kiosks (e.g. Rove IQ)
- Interpretative panels with bilingual voice commands
- Solar power user safety warning system
- EV Charging Station (at Trail Heads)

Deliverables: Deliverables will include an assessment of smart technology and a recommendation of technologies that could be used in Lee County trails as demonstration projects. Equipment and general installation cost of each piece of technology will be provided. The findings will be included in the Final Report.

OPTIONAL TASK 3: Preliminary Environmental Clearance

Provide background data and preliminary analysis of the trail alternatives impact on threatened and endangered species, riparian and wetlands areas, cultural and historical resources, and other similar environmental resources as required by NEPA.

ADOPT RESOLUTION AUTHORIZING EXECUTION OF SUN TRAIL AGREEMENT

RECOMMENDED ACTION: Adopt Resolution #24-07 approving a Florida Shared-Use Non-Motorized Trail Network Agreement between FDOT and the Lee MPO to provide for FDOT's participation in the Caloosahatchee Downtown Alternative Multimodal Feasibility Study and authorizing the MPO Chair to execute the agreement.

The purpose of the SUN Trail Agreement is to provide for FDOT's participation in the Caloosahatchee Downtown Multimodal Alternatives Feasibility Study which will be managed by the MPO. The agreement states the terms and conditions upon which FDOT funds will be provided and sets forth the way in which the project will be undertaken and completed. The RFP related to the study will be advertised in late June, and the project is expected to be underway in August.

Copies of the Resolution and the Sun Trail Agreement are included in **Attachment A**.

RESOLUTION #24-07

A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION APPROVING A FLORIDA SHARED-USE NON-MOTORIZED TRAIL NETWORK PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE LEE MPO TO PROVIDE FOR FDOT'S PARTICIPATION IN THE CALOOSAHATCHEE DOWNTOWN ALTERNATIVE MULTIMODAL FEASIBILITY STUDY AND AUTHORIZING THE MPO CHAIR TO EXECUTE SAID AGREEMENT

RECITALS

WHEREAS, the MPO received Florida Department of Transportation ("FDOT") Shared-Use Non-Motorized (SUN) Trail Network Program grant in the amount of \$600,000 to undertake the Caloosahatchee Downtown Alternative Multimodal Feasibility Study; and

WHEREAS, this planning study will be undertaken by the MPO during the current fiscal year; and

WHEREAS, FDOT is requesting that the MPO execute and deliver a Florida Shared Use Non-Motorized Trail Network Program Agreement ("SUN Trail Network Agreement"); and

WHEREAS, the purpose of the SUN Trail Agreement is to provide for the FDOT's participation in the study, and to state the terms and conditions upon which FDOT funds will be provided, and which also set forth the manner in which the project will be undertaken and completed.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization Board that:

- 1) The Florida Shared-Use Nonmotorized Trail Network Agreement between the Lee County MPO and the State of Florida Department of Transportation, designated as FDOT Agreement Financial Project No.452966-1-14-01 is hereby approved.
- 2) The Chair or his designee is hereby authorized and directed to make, execute, and deliver to the State of Florida Department of Transportation, a signed Florida Shared-Use Nonmotorized Trail

Network Agreement between the MPO and the Florida Department of Transportation.

PASSED AND DULY ADOPTED this 17th day of May 2024.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Mayor John Gunter, MPO Chair

Derek Rooney, MPO Attorney

Donald Scott, MPO Director

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FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

SUNTRAIL AGREEMENT

Financial Project No: 452966-1-14-01	Contract No.	Vendor No.: F800756648001	CSFA No. and Title: 55.038
			Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT (“Agreement”) is entered into this ____ day of _____ 20___, by and between the State of Florida Department of Transportation, (“Department”), and Lee County Metropolitan Planning Organization , (“Recipient”). The Department and The Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department’s participation in a Trail Feasibility Study to identify an alternative alignment in a section of the SUN Trail Network in Lee County, as further described in **Exhibit “A”, Project Description and Responsibilities** (“Project”), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. _____ adopted on _____, 20___, a copy of which is attached hereto and made a part hereof as **Exhibit “E”, Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the N/A Day of N/A, 20N/A or within 30 days of the issuance of the Notice to Proceed for

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the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. Project Cost:

- a. The estimated total cost of the Project is \$600,000.00 (Six Hundred Thousand Dollars). This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$600,000.00 (Six Hundred Thousand Dollars) and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number - 452966-1-14-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that must be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to the Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by N/A the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g.** If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, Aileen Keating, at (239) 229-1958 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

11. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

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STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Aileen Keating
10041 Daniels Pkwy, MS 1-12
Fort Myers, FL 33912
Phone: (239) 229-1958
Fax: (863) 519-2775

RECIPIENT:
Ron Gogoi
815 Nicholas Parkway East
Fort Myers, FL 33990
Phone: (239) 330-2239
Email: rgogoi@leempo.com

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

12. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

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employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

13. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

- b. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

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shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 713.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

14. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
 - i. Keep and maintain public records required by the Department to perform the service.
 - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

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or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: _____ (Enter appropriate District Contact)
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

15. Exhibits.

- a. Exhibits A, B, C, D, E and H are attached to and incorporated into this Agreement.
- b. A portion or all the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

- Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance Schedule
 - Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: Audit Requirements for Awards of State Financial Assistance
 - Exhibit E: Recipient Resolution
 - Exhibit F: Terms and Conditions of Construction
 - Exhibit G: Maintenance Memorandum of Agreement
 - Exhibit H: Contract Payment Requirements
 - Exhibit I: Scope of Services
- *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT: LEE COUNTY MPO

FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Chairperson or Designee

By: _____
Director of Transportation Development

Name Date

Name Date

Agency, Legal Review:

FDOT, Legal Review:

^{DS}
DC

By: _____
Title:

By: _____
Title:

STATE OF FLORIDA Department OF TRANSPORTATION
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EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
452966-1-14-01

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and Lee Metroplation Planning Organization.

A. Project Description (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project): This project is for the Caloosahatchee downtown multimodal alternative feasibility study.

B. Project Location (limits, city, county): Caloosahatchee from Hanson Street and Palm Avenue to Littleton Road and US 41 Fort Myers, Lee County, Florida

Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

Please refer to Exhibit I: Scope of Services for a complete and detailed scope of this project.

Study to be let to be let by: December 31, 2024

Study to be completed by: December 31, 2028.

D. Deliverable(s): The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): The allocation of GRTR funds will not include amenities associated with trail projects including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452966-1-14-01	GRTR	088717	2024	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Funds	\$600,000.00
Total Financial Assistance							\$600,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$600,000.00	\$	\$	\$	100%	0%	0%
Environmental/Design	\$	\$	\$	\$			
Construction	\$	\$	\$	\$			
Totals	\$600,000.00	\$	\$	\$	100%	0%	0%

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line-item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating
 Department Grant Manager Name

Local Programs Coordinator
 Title

DocuSigned by:

 Signature

04/02/2024 | 10:43 AM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
And LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

PROJECT DESCRIPTION: Caloosahatchee from Hanson St at Palm Ave to Little Rd at US 41.

FINANCIAL MANAGEMENT ID# 452966-1-14-01

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of .20.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding

Agency: Florida Department of Transportation

State Project

Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$600,000.00

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**EXHIBIT H****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at [this web address](https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf)
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

EXHIBIT I
SCOPE OF SERVICES

**CALOOSAHATCHEE D'TOWN ALTERNATIVE MULTIMODAL
FEASIBILITY STUDY**

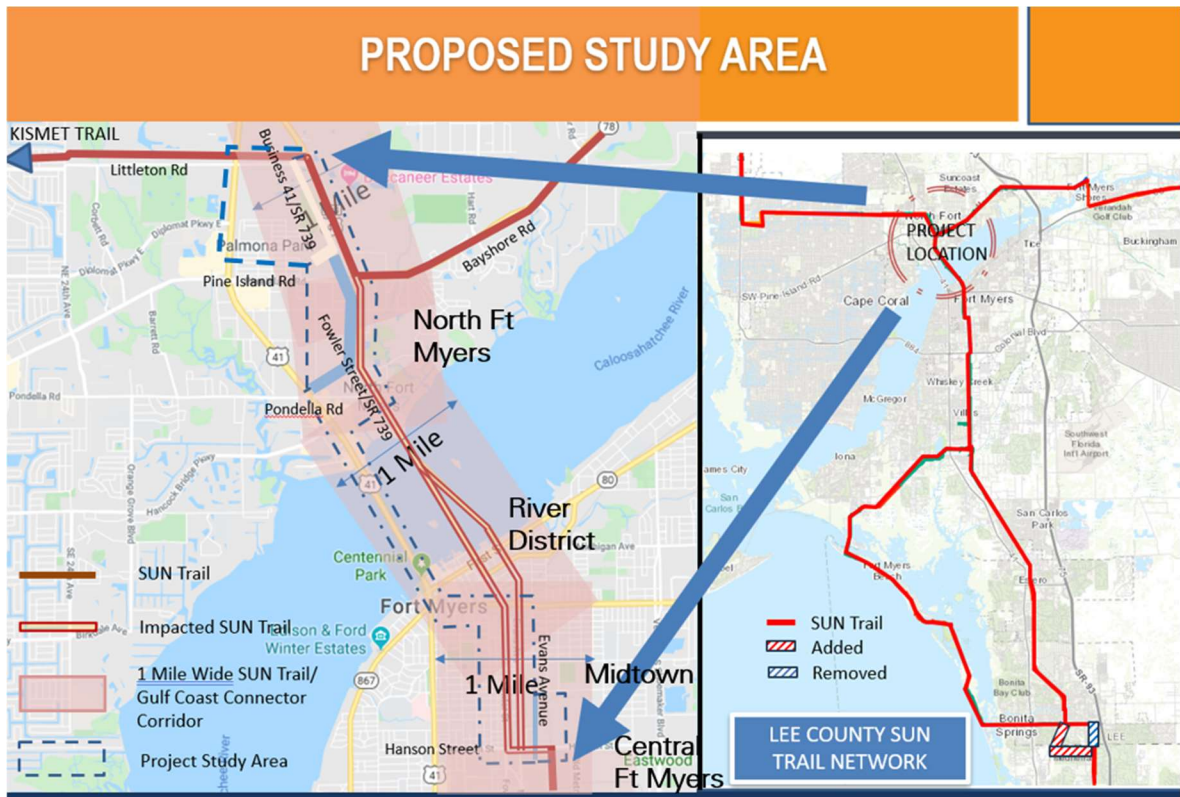
Scope of Services

I. INTRODUCTION

The Lee County SUN Trail Network connecting the City of Fort Myers and North Fort Myers in unincorporated Lee County includes an alignment along Fowler Street and Evans Avenue, north of Hanson Street, which bypasses most of the City's Downtown River District attractions. Additionally, Fowler Street from Edison Bridge to Pine Island Road, is a constrained high-volume facility with only 5' wide sidewalks.

II. PURPOSE

The purpose of this scope of services is to identify an alternate SUN Trail route to North Fort Myers via the Caloosahatchee Bridge which will provide safer mobility and accessibility for pedestrians, cyclists, and Micromobility users. The proposed study area (intended to be approximate) is from Cleveland Avenue in the west to Fowler Street/Evans Avenue in the east, and Hanson Street in the south to Littleton Road in the north as shown below in **Figure 1**.



The anticipated route will traverse through Central Fort Myers, Midtown, and the Downtown River District before crossing the River to North Fort Myers, all of which constitute the four (4) sections of the study area. This proposed alternate Route is anticipated to meet up with the rest of the SUN Trail Network to the south at the JYLP Trail Extension beginning at Hanson Street and Palm Avenue, and to the north either at the existing Shared Use Path on North Tamiami Trail, or the 8' wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78) to its terminus at Littleton Road.

The study shall include coordinating with the City of Fort Myers Carbon Reduction Study, which study investigates the viability of a bicycle, pedestrian, and transit only street(s) connecting the Downtown and Midtown districts.

The study will result in the recommendation of a preferred alignment, which can be carried forward for further development. The preferred route should be safe, feasible, cost effective, and consistent with stakeholder and community input and preferences. The study should include a strong implementation strategy, aligning near and mid-term actions with available and forecasted financial resources.

Main considerations for Study: In order to identify potential alignments, evaluate feasibility, and make a recommendation for a preferred trail alignment, the Study will need to consider a number of factors, including but not limited to the following:

- Existing bicycle and pedestrian system
- Programmed or near-term improvements
- Feasibility and desirability of both off-street and on-street options among the various potential alternatives
- Major barriers such as waterways, rail lines, and rail right of way
- Roadway and intersection classification and characteristics
- Environmental issues, such as wetlands, drainage, ROW, and utilities
- Adjacent land uses and destinations that may affect route choice.

III. BACKGROUND REFERENCES

- Federal Laws
 - BIL Act Fact Sheet
 - [Bipartisan Infrastructure Law - Metropolitan Planning Program \(MPP\) Fact Sheet | Federal Highway Administration \(dot.gov\)](#)
- State Laws
 - Florida Sun Trail Program
 - Section 339.81, Florida Statutes (F.S.)
<https://m.flsenate.gov/Statutes/339.81>

IV. SCOPE OF SERVICE

TASK 1: Kickoff Meeting

The CONSULTANT will schedule and conduct a project kick off meeting consisting of the consultant and appropriate staff from Lee MPO, the City of Fort Myers, and Lee County BOCC within two weeks of the issuance of a Notice to Proceed. At this meeting, the CONSULTANT will present and discuss a work plan and schedule for completing the Study. The CONSULTANT will also develop a preliminary map defining the study area for review and discussion at this meeting and will use the input to finalize the study area. Other topics include, but not limited to, data collection, formation of a Project Stakeholder Committee (PSC), an outline for engaging stakeholders in public outreach activities, tools to be used for collecting public input, tools for trail demand and usage analysis, development of a project fact sheet, etc. These topics are covered in length under various tasks of this scope.

Deliverables: The deliverables include a work plan and schedule for completing the study, and a map of the proposed study area.

TASK 2: Data Collection

CONSULTANT will gather existing data from the MPO, local jurisdictions, state databases, web based interactive systems, etc., for review and analysis, and for mapping functions. It will be the consultant's responsibility to coordinate and collect all available data for the project. Information sought may be in the form of as-built drawings, right-of-way drawings, parcel maps, GIS data, usage data (traffic counts, Strava Metro, StreetLight, Replica, or the like), reports, etc.

2.1 - Mapping

CONSULTANT will identify and summarize mapping work in support of the study. Mapping services will result in development of a series of maps that may include, but not limited to:

1. Study Area Map and Aerials
2. Existing and Future Land Use
3. Transportation Network, Intersections, and Access Points
4. Flow and Intensity Maps by Mode - Vehicles, Pedestrian, Bicycle, Transit
5. Safety Maps (crash data, traffic volumes, speed, etc.)
6. Job Accessibility Maps
7. Utilities and Infrastructure
8. Cultural and Public Facilities
9. Environmental Inventory Information
10. Erosion and Drainage
11. Historical Sites and Structures

12. Right-of-way, Easements, and Property Ownership
13. MPO Federally Mandated Performance Measures Data
14. Socioeconomic (Income, Poverty, Race/Ethnicity, Car Ownership, Age, etc.)

Deliverables: Map package in GIS and PDF. Maps will be used in the Existing Conditions Analysis Memo and in the Trail Study Report as needed.

2.1 - Existing Conditions Analysis

CONSULTANT will perform field visits and site investigations, review existing plans, and studies pertinent to this project (e.g. 2008 North Fort Myers Community Vision Plan, City of Fort Myers 2020 Bike Ped Master Plan), and analyze data for the study area. Assessment will likely include, but not limited to, land use and ownership records, roadway characteristics, traffic and safety data, infrastructure conditions, design standards, location of trails/sidepaths and transit routes, economic development and tourism opportunities, crime, environmental information, and flood map data. In conjunction with stakeholder engagement, this task should also include utility and agency coordination to identify potential conflicts, agency concerns, costs, and time impacts, and impacts on/from other projects. Also, analyze physical constraints that may affect trail alignment including (1) Flood and Erosion Hazard Areas (2) Geologically Hazardous Areas (rockfill, unstable soils, etc.) and (3) Steep topography.

Observations and data collection, photo and video documentation, field measurements and geo-referencing will be taken as needed during the site visits. One of the site visits could be a field trip with Project Team members to share ideas and institutional knowledge about the area and specific roadway improvements either planned, programmed, or under construction.

Deliverables: Existing Conditions Analysis Memo. Findings will be used in the Existing Conditions Report and in the draft and final version of the Trail Study.

2.2 – Policy Analysis

CONSULTANT will also conduct a policy analysis to determine whether any policies, regulations, or established procedures of relevant public and private agencies and organizations may support (or, conversely, hinder) the feasibility and success of potential alternative routes—and, if applicable, non-motorized transportation within the study area. This task shall result in a deliverable that identifies and discusses relevant policy, procedural, and/or programmatic issues that could affect feasibility of an alternate trail alignment within the study area, as well as how these issues may be addressed.

Deliverables: A Policy Procedural and Programmatic Review Memo. Findings will be used in the Existing Conditions Report Neighborhood Centers and in the Draft and Final Version of the Trail Study Report.

2.4 - Approved and Planned Development Analysis

North Fort Myers

CONSULTANT will coordinate with the County to get an update on the development of Town Centers and Neighborhood Centers recommended in the 2008 North Fort Myers Community Vision Plan and compile latest information on approved and planned developments supporting their growth within the study limits. Goal 30 of the Lee Plan seeks to improve the community's livability and economic vitality of North Fort Myers. The proposed Town and Neighborhood Centers in North Fort Myers are shown in **Appendix A**.

CONSULTANT will also compile information on all approved and planned developments within the study area in North Fort Myers that will help determine the Trail alternatives and types of facilities. At the end of this task, the CONSULTANT will prepare a report documenting the approved and planned developments within the project limits and identify opportunities for developing off road multi use trails and on-street shared use paths parallel to North Cleveland Avenue between the River and Pine Island Road. Such opportunities may also be considered in approved and planned developments along the east side of North Cleveland Avenue, from Bayshore Boulevard to Littleton Road.

Central Fort Myers

CONSULTANT will coordinate with the City of Fort Myers Community Development and Engineering Department to get information on approved and planned developments along the Jackson Street corridor (outside the southern limits (Edison Avenue), and the Canal Street and Hanson Street corridors from Jackson Street to the Ten Mile Canal.

Deliverables: Approved and Planned Developments Memo. This memo will be part of the Appendices. Findings will be summarized in the Draft and Final Version of the Trail Study Report.

2.5 – StreetLight and Replica Data Analysis

CONSULTANT will analyze StreetLight or Replica location-based probe data to report pedestrian, bicycle, and vehicular activity throughout the study area. This resource will be also used to provide origin-destination data, demographic and trip statistics, and to guide the alternatives definition process.

Deliverables: Data Analysis Memo. Findings and graphics will be used in the Existing Conditions Report and in the Draft and Final Version of the Trail Study Report.

2.6 - Latent Demand and Potential Usage

CONSULTANT will determine the demand for and potential use of an alternate SUN Trail Route Alignment. CONSULTANT will conduct the following activities under this task:

- 1) Provide general demographics of potential trail users.
 - a) Describe the community character (urban centers, suburbs, industrial zones, etc.).
 - b) Project both current and future service area population information and demographic patterns.
 - c) Develop a profile of potential trail users (bikers, walkers, micromobility users, etc.).
 - d) Conduct an equity analysis that details the vulnerable populations based on linguistics, race, income, age, and education and how the trail can be designed and positioned to benefit underserved populations.

- 2) Analyze potential demand and usage of the trail. For this analysis CONSULTANT will develop a survey and use the survey input and other available applications, such as Trail Demand Calculators and Models, if necessary, to:
 - a) Estimate initial usage levels.
 - b) Project future usage levels.

This survey will be designed to also help capture demographics and any other pertinent data that may be necessary to guide the development of study objectives and measures for alternatives identification.

- 3) Identify and evaluate potential trail linkages/connectors, including possible connections to:
 - a) Adjacent neighborhoods and neighboring developments for both recreational and commuter use by residents/employees.
 - b) Historic sites, cultural and natural resources, business districts and municipal and county facilities (i.e. parks, municipal buildings, etc.).
 - c) Other existing or planned multi-use trail networks along the trail corridor and on either end of the trail corridor (e.g. Gulf Coast Trail, Caloosahatchee Sugar Trail, and JYLP Trail).

- 4) Determine compatibility of trail development with adjacent land uses:
 - a) Identify and address potential impacts on adjacent land uses (agricultural lands, industrial properties, school facilities, businesses, residences, etc.).

Deliverables: Latent and Potential Usage Memo which will be included as part of the appendices. Findings will be used in the Existing Conditions Report.

TASK 3: Existing Conditions Report

CONSULTANT will draft an Existing Conditions Report including the history of the study area, appropriate maps, and findings from Task 2.2 through Task 2.6. This report will also include preliminary findings that may affect the identification and evaluation of alternatives, and a summary of any stakeholder input.

Deliverables: Existing Conditions Report. This will become one of the chapters of the trail study.

TASK 4: Alternative Analysis

4.1 - Trail Corridor Study Area Guide for Alternative Analysis

The trail study area is divided into 4 sections. A description of each section is provided below to highlight characteristics and to serve as a road map to the CONSULTANT during alternative alignments analysis.

NORTH FORT MYERS

Alignment options within this section of the study area may include a mix of north-south off road multi use trails and sidepaths on local roads parallel to Cleveland Avenue from the north side of the Caloosahatchee River to Pine Island Road (SR 78). This will facilitate the connection of the new 8’ wide Caloosahatchee Bridge Sidewalk from North Shore Park to either the existing multi use path on North Tamiami Trail (SR 739), or the 8’ wide sidewalk on the east side of North Cleveland Avenue, north of Bayshore Road (SR 78). This new sidewalk is under construction and anticipated to be completed by February 2026.

Signalized mid-block crossings and shared use paths on two east-west roadways including Pondella Road and Pine Island Road may have to be considered so that pedestrians and cyclists can safely cross and connect to off-road trails and/or sidepaths proposed as part of the alignment options discussed in the preceding paragraph.

CONSULTANT will also evaluate the existing shared use path (east side) on North Tamiami Trail and the 8’ wide sidewalk (east side) on North Cleveland Avenue from Pine Island Road to Littleton Road and recommend improvements if needed. The connectivity between Caloosahatchee Sugar Trail and the proposed trail at the intersection of Bayshore Road and North Tamiami Trail will be evaluated, and improvements recommended as needed for mobility and safety.

DOWNTOWN RIVER DISTRICT

A mix of Downtown River District streets including West 1st Street, Heitman Street, Monroe Street, Bay Street, and Edwards Drive shall be evaluated by CONSULTANT to identify the best route connecting the Caloosahatchee Bridge sidewalk (at West

First Street) to the City's proposed Pedestrian Mall. CONSULTANT will also recommend improvements to these streets as needed for accessibility and bike-ped safety as part of this trail alignment in Downtown Fort Myers.

CONSULTANT will coordinate with the City of Fort Myers on the progress and development of its Carbon Reduction Study that will evaluate the feasibility of converting Hendry Street, or a parallel street, to a Pedestrian Mall. The CONSULTANT will coordinate with the City about including the entire length of the City's proposed Pedestrian Mall as part of the alternative alignment in Downtown Fort Myers.

MIDTOWN

CONSULTANT will coordinate with the City of Fort Myers on the progress of the Midtown master planning efforts which will develop recommendations for streetscape typical improvements as well as design and construction phasing approaches. The City's preliminary streetscape concept for Jackson Street includes a 10' wide multi-use path connecting Midtown with the proposed pedestrian mall. To the south, the City anticipates Jackson Street could serve as the primary bicycle pedestrian corridor connecting Midtown with the proposed JYLP Trail extension that will terminate at the intersection of Hanson Street and Palm Avenue. CONSULTANT will coordinate with the City about including this corridor as part of the Preferred Trail Alignment.

CENTRAL FORT MYERS

Since the southern project limits of Midtown project terminates at Edison Avenue, the CONSULTANT will evaluate Jackson Street from Edison Avenue to Hanson Street, and Hanson Street from Jackson Street to Palm Avenue, and recommend bike ped and micromobility use improvements. For Hanson Street, CONSULTANT shall evaluate the existing infrastructure and recommend retrofits to the road within the existing right of way that will improve accessibility and enhance bike ped safety.

The CONSULTANT shall also review the City's 2010 design plans for 4-laning Hanson Street and recommend long term improvements to the design to meet SUN Trail standards for a shared use path from Jackson Street to Palm Avenue. However, the City's 2010 design plans are not part of a committed project as of 2024.

In addition to the City of Fort Myers, any recommended retrofits/improvements to Hanson Street will require coordination with FDOT as the segment from Central Avenue (to the west) and Metro Parkway (to the east) is FDOT maintained.

CONSULTANT will also evaluate the City's east west Canal Street from Jackson Street to the Ten Mile Canal and south along the Ten Mile Canal Right of Way (across the Manual Branch Creek) as an alternative to using Hanson Street and tie with the proposed JYLP extension at the intersection of Hanson Street and Palm

Avenue.

4.2 - Evaluation Criteria and Analysis Methodology

CONSULTANT will define criteria and analysis methodology to guide the evaluation of the alternatives. The methodology should be clearly described and documented before the evaluation of alternatives occurs. The criteria will be refined as needed as the potential alternatives passes from screening to top three (3) alternatives selection, and to preferred alignment selection. While there may be only three top alternatives, variations in detail will be allowed that may result in sub-alignment options under each alternative.

4.2.3 - Objectives and Measures - Based on the input received from Stakeholder Interviews, Existing Conditions Analysis, and the Demand and Usage Survey, CONSULTANT will prepare study objectives and measures of effectiveness. These measures of effectiveness will serve as criteria for evaluating the alternatives. A two-tier screening system, or an alternative system may be developed to shortlist the number of alternatives. The input from the survey will also help guide alternatives identification.

4.3 - Alternatives Identification and Review

CONSULTANT will develop a series of data sets to guide the alternative definition process. Data set series may include StreetLight or Replica data, available public Right of Way, Disadvantaged Community data, potential destinations, vehicle ownership data, transit routes, traffic volumes, data generated from the Demand and Usage Survey, etc.

The CONSULTANT will identify and review up to (6) initial potential trail alignments. While there could be as many as 6 potential trail alignments in the North Fort Myers section of the study area, potential alignments could be limited to only (2) or (3) each in the River District, Midtown, and Central Fort Myers sections. For each alignment, CONSULTANT will determine the type of facility that can be accommodated which may include a mix of off-road trail, sidepaths, and shared lanes on local streets. The alternatives will be determined to a planning level of detail, focused on the trail route without detailed design.

4.4 - Alternatives Evaluation and Selection

CONSULTANT will evaluate alternative alignments based on weighted objectives and Measures developed under Task 4.2.3.

The committee will review each alignment presented by the CONSULTANT and select three (3) alternatives (with variation on details that may allow for additional subalignment options under each alternative) that will be used in a Community Survey.

4.5 - Preferred Alignment Selection

A preferred trail alignment will be selected by the Project Stakeholder Committee based on a final analysis of the alternatives, results from the Community Survey, and input from Public Workshop 2 (Task 10.7). Order of Magnitude Costs for the top Three Alternatives will be developed if it facilitates selection of the preferred alignment.

- 4.5.1** CONSULTANT will prepare content and questions for developing an online Community Survey to gauge support for the top three (3) alternatives.
- 4.5.2** CONSULTANT may develop Order of Magnitude Costs for all three alternatives if they facilitate the selection of preferred alignment. Costs will be then included in the Community Survey and presented at Public Workshop 2.

4.6 - Opinions of Probable Cost

The CONSULTANT will prepare a planning level of opinion of probable cost for the recommended Preferred Trail Alignment. Costs may include:

1. Land acquisition or easement purchase.
2. Trail development and proposed facilities/amenities.
3. Utility relocation needs, driveway reconstruction needs, etc.
4. Typical management and maintenance budgets based on those of similar trails.
5. All anticipated costs necessary to advance trail through to construction.

Deliverables:

- **Task 4.2.3 Survey 1 and Analysis**
- **Task 4.5.1 Survey 2 and Analysis**
- **Alternatives Analysis Memo**
- **Opinion of Probable Cost**

TASK 5: Conceptual Development Plan

CONSULTANT will develop conceptual plans of all three alternatives selected for the Community Survey unless compelling argument is provided by consultant to develop conceptual plans for only the preferred alignment. (A design charette could be held at the #3 PSC meeting to obtain input for developing high level conceptual plans for the three alternatives). These plans will reflect engineering design standards and basic right of way constraints but will not represent detailed design. CONSULTANT will explore the possibility of incorporating the alternative designs into a 3D view or a kmz file for importing to google earth. The following will be developed as part of the conceptual plans:

1. Map(s) that identify:
 - a) All three alternatives and any sub-alignments.
 - b) The location of trailheads and associated facilities/amenities (lighting, parking, signage, restrooms, water, emergency telephone, maintenance facilities, etc.).
 - c) Proposed areas for limited access (bollards, gates etc.) and provisions for emergency vehicle access.
 - d) Areas requiring natural or man-made buffers and/or screening.
 - e) Areas with possible linkages to parks, schools, historic sites, neighborhoods, etc.
 - f) The map should be delivered in editable format as well as PDF and/or interactive format for public consumption.
2. Conceptual plans in 'plan' view featuring cross sections at key locations (trail and roadway crossing, etc.).
3. Conceptual plans of pedestrian bridges and boardwalks across creeks and canals
4. Conceptual plans for mitigating potential conflicts between pedestrians and other users (Cyclists, Micromobility users, golf carts, etc.)
5. Conceptual plans of auxiliary facilities and amenities necessary to operate the trail such as trailheads, fencing or buffer systems (for privacy and security), trail identification and way-finding signage, drainage systems, emergency vehicle access, restricted access measures, facilities to meet the needs of persons with disabilities. 1b,1c,1d, 2,3,4 apply only to off road trail alternatives proposed in the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section.
6. Summary of impacted property owners and their willingness to provide necessary easements

Downtown River District Section Only

7. Conceptual designs indicating trail users using shared roadways, and existing sidewalks
8. Conceptual plans of proposed safety enhancements in Downtown streets including on-street bike facilities (bike lanes, sharrows, advisory bike lanes), crosswalks, protected intersections, traffic control devices (RRFBs, PHBs, Mid-Block Pedestrian Signals).

Midtown and Central Fort Myers Only

9. Conceptual plans of proposed facilities such as shared use paths, protected and conventional bike lanes, wide sidewalks, etc., and proposed bike ped safety devices including crosswalks, traffic control devices, protected intersections, landscaping, etc.
10. For Hanson Street, conceptual plans of proposed interim and long-term bike ped improvement.

Deliverables: Conceptual Plan Package. This will be included in the Appendices while selected graphics will be shown in the Draft and the Final Version of the Trail Study Report.

Task 6: Determine Options for Off-Road Trail Operation, Maintenance, and Security

This may only apply to the North Fort Myers section and the Ten Mile Canal Right of Way in the Central Fort Myers section of the study area. For these sections CONSULTANT will do the following:

1. Determine trail ownership, operation, maintenance, and security options for involved entities.
2. Identify potential roles of public and non-public agencies as well as non-profit groups.
3. Identify potential opportunities for in-kind contributions from involved entities.
4. Propose an appropriate organizational structure to provide trail operation, maintenance, and security functions.
5. Identify typical routine and periodic trail maintenance tasks

Deliverables: A memo summarizing findings and recommendations. This could be included as a chapter in the Draft and Final Version of the Trail Study Report.

TASK 7: Economic Impact

Based on the findings from Task 2.6 and review of peer trail literature review in Florida on economic spending from trail use, CONSULTANT will determine potential economic impact of the Trail on the local economy.

Deliverables: Economic Impact Memo that will be included as part of appendices. Findings will be included in the Draft and Final Version of the Trail Study Report.

TASK 8 - Preliminary Environmental Assessment

CONSULTANT will perform a preliminary environmental assessment of the Preferred Trail Alternative to identify potential areas of focus under the National Environmental Policy Act (“NEPA”). This preliminary assessment will consider the appropriate environmental documents (i.e., Categorical Exclusions) and the necessary environmental analyses for the next phase of the project.

Deliverables: Preliminary Assessment Summary. Findings will be included in the Final Study Report.

Task 9: Shared Micromobility Expansion Analysis

Identify issues and concerns impacting the ability to operate micromobility sharing system in North Fort Myers along the selected Preferred Trail Alignment and the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail part of the Caloosahatchee Sugar Trail).

An ordinance permitting and regulating micromobility systems and use of micromobility devices on City right of way was adopted last year by the City of Fort Myers. The City is currently reviewing proposals from three (3) operators to launch shared micromobility services in Fort Myers.

As part of this task, the CONSULTANT will explore expansion of shared mobility already permitted in the City of Fort Myers to North Fort Myers via the Caloosahatchee Bridge and the selected Preferred Trail Alignment in North Fort Myers. CONSULTANT will also explore expansion along the existing SUN Trail Network along North Tamiami Trail (north of Bayshore Road) and Bayshore Boulevard (east of North Tamiami Trail).

Specifically analyze the following:

- i. Potential E-bike/E- Scooter share station locations.
- ii. Coordination with the City of Fort Myers selected shared Micromobility Operator to launch shared micromobility services to gauge interest in expanding the service to North Fort Myers.
- iii. Costs.

Deliverables: Micromobility Expansion Memo. This will be included as part of the Appendices while findings will be included in the Final Trail Study Report.

TASK 10: Community Outreach

10.1- Community Outreach Plan

CONSULTANT will develop a Community Outreach Plan that will guide the development of this study. The Community Outreach Plan will be a collaborative effort among the partner agencies working with the CONSULTANT to undertake the following outreach elements:

10.2 – Project Fact Sheet

CONSULTANT will prepare a “Project Fact Sheet” that articulates the project goals, objectives, schedule, and study area. The fact sheet will include a map showing the study area with major landmarks, and the existing SUN Trail Network. The fact sheet will be available to stakeholders and the public.

10.3 - Contact List

CONSULTANT will create and maintain a list of all contact information gathered at

public meetings and provided in surveys.

10.4 - Create Project Website

CONSULTANT will create and host a dedicated project website containing information on the planning process and key deliverables. Materials posted on the website may include project announcements, upcoming meeting dates, meeting materials, and draft documents for review.

10.5 - Surveys

CONSULTANT will develop following surveys:

- *Demand and Usage Survey (Task 2.6)*
- *Community Survey (Task 4.5.1)*

10.6 - Community Outreach Meeting Materials

CONSULTANT will assist in the creation of meeting materials.

10.7 - Planning and Facilitation of In Person Public Workshop (2)

CONSULTANT will coordinate with MPO staff to plan and schedule two public meetings scheduled separately from regularly scheduled MPO Committee and Board meetings. The first meeting is anticipated to occur at the beginning of the project and the second one after the three alternative alignments have been selected by the PSC. CONSULTANT will facilitate the workshops and be responsible for the following:

- Venue selection
- Presentation, equipment and graphics for presentation, meeting equipment set-up and tear-down
- Roll plots, display boards and other boards such as a Welcome Board, Title VI Board, and other needed displays.
- Meeting notifications: This includes, but is not limited to, letters/emails to elected and appointed officials, press releases, and social media advertisements to be shared through the Project Advisory Group.
- A summary report no later than 10 business days following each meeting.
- Provide MPO with responses to comments no later than 5 business days following the comment period ending dates.

10.8 - Project Specific Public Meetings (6)

- CONSULTANT will facilitate up to six (6) additional public meetings to determine the level of public interest and concerns and build support for the alternate alignment. Some of these meetings may be held as public work sessions to modify the plan as needed to accommodate the public needs. CONSULTANT is also expected to use public participation techniques like interviews with adjacent property owners, local business leaders, neighborhood, and community groups, etc., as needed.

10.9 – Summary Report

CONSULTANT will prepare a summary report of all activities conducted in this section. This summary will be included in the Final Study Report.

TASK 10 Deliverables:

- Community Outreach Plan
- Project Fact Sheet
- Summary Report. This will be included in the appendices and may be also used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

Task 11: Project Stakeholder Committee

In coordination with the project team the CONSULTANT shall establish a well-rounded and representative Project Stakeholder Committee (PSC) to help guide the development of the project and completion of the study. The PSC will be formed at the initiation of the project and should include members of the project team, local bike ped advocacy groups, Fort Myers CRA, health organizations, local business and landowners, local park agencies, and law enforcement agencies. Consultants should expect the PSC to meet at least 3 times over the duration of the project. Stakeholders will be expected to participate in the public outreach activities and to that end the CONSULTANT will develop an outline for engaging the stakeholders in the public involvement process.

11.1 - Stakeholder Engagement Outline

CONSULTANT will develop an outline for engaging stakeholders in the public outreach activities.

11.2 – Interviews

CONSULTANT will prepare questions and conduct up to sixteen (16) one-on-one interviews with stakeholders and local governments to gauge interest and involvement within the study area. The findings will be reported to MPO Staff (will be part of 11.5). These interviews will be conducted through TEAM meeting platform.

11.3 – Project Kick-Off with PSC (1)

CONSULTANT will conduct and facilitate one project kickoff meeting with PSC at the beginning of the project, and after the interviews. The meeting will be conducted by online video conferencing.

11.4 – Meeting Materials

CONSULTANT will create a PowerPoint presentation template that will be edited and updated for each meeting. In addition, graphics, photos, and content for advertisement and social media will be created by CONSULTANT. If meetings are

held in person, printed materials will be provided by CONSULTANT.

11.5 – Meetings (4)

In addition to the Kickoff meeting, CONSULTANT will conduct and facilitate two in-person meetings throughout the project. Two (2) extra meetings shall be reserved to be used when needed. CONSULTANT will assist in the creation of meeting materials and will be responsible for the cost of said materials (see task 11.4).

Meeting 1 - Preliminary Alternatives Review

Meeting 2 - Alternative Selection and Wrap-up

Meetings 3 & 4 – Reserved for use when needed.

11.6 – Summary Report

CONSULTANT will prepare a summary report of all activities conducted in this task.

Task 11 Deliverables:

- Stakeholder Engagement Outline
- PSC Kickoff
- PSC Meeting 1
- PSC Meeting 2
- PSC Meetings 3 & 4
- PSC Summary Report. This will be included in the appendices and may be used in the development of a Public and Stakeholder Engagement Chapter in the Trail Study Report.

Task 12: MPO Committee and Board Meetings

12.1 Committee Meetings (7)

CONSULTANT will prepare a presentation and present at the following meetings:

TAC (2)

CAC (2)

BPCC (2)

TMOG (1)

CONSULTANT will also prepare and provide content for MPO staff to present at the mid-point of the study.

12.2 - MPO Board Meeting (2)

CONSULTANT will prepare a presentation and present at the MPO Board Meeting twice, once at the beginning of the project and again at the end. CONSULTANT will also prepare and provide content for MPO Staff to present as and when needed.

12.3-Project Partner Board Meetings (4)

CONSULTANT will prepare a presentation and present at the Fort Myers City Council and the Lee County Board of Commissioners meetings, once at the beginning of the project and again at the end of the completion of the Draft Study Report. CONSULTANT will also prepare and provide content for partner staff to present as and when needed.

12.4 – Project Status Meetings (10 or more)

CONSULTANT will meet virtually with MPO Staff as necessary to ensure timeliness and quality of work. These meetings will be no less than one for each task.

12.5 - Draft and Final Report

CONSULTANT will prepare a draft and a final version of the report that summarizes the above work efforts and includes, but not limited to, the following chapters. A Table of Contents outline of the report will be prepared by the CONSULTANT for MPO approval before delivery.

1. Executive Summary
2. Study Objectives
3. Public and Stakeholder Engagement
4. Existing Conditions Analysis
5. Plan Policy and Development Findings
6. Alternatives Identification
7. Alternatives Evaluation
8. Preferred Route Alternative
9. Conceptual Plans
10. Costs Estimates
11. Trail Operation, Maintenance, Safety and Security
12. Economic Impact
13. Shared Micromobility Expansion Analysis
14. Preliminary Environmental Assessment
15. Appendices

Deliverables:

- **TAC & CAC Meeting 1**
- **BPCC Meeting 1**
- **TAC & CAC Meeting 2**
- **BPCC Meeting 2**
- **Board Presentation Meeting 1**
- **Board Presentation Meeting 2**
- **Fort Myers City Council (Meeting 1 & 2)**

- **LC Board of County Commissioners (Meeting 1 & 2)**
- **Draft Report**
- **Final Report**

V. PROJECT ADMINISTRATION

Quality Assurance/Quality Control: CONSULTANT shall be responsible for ensuring that all work products conform to FDOT standard and criteria. This shall be accomplished through an internal quality control process performed by the CONSULTANT. The CONSULTANT will continuously monitor project tasks/work and budget for quality purposes.

Project schedule: The project will be completed in eighteen (18) months after the issuance of a Notice to Proceed, or as agreed to after the project kick-off meeting. The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, their durations, and tasks relationships. The CONSULTANT is responsible for keeping the schedule up to date. The beginning date of the services shall be the date of authorization for the work order. Any changes to the schedule necessitated by circumstances outside the CONSULTANT's control will be coordinated with MPO staff.

Progress Reporting and Invoicing: The CONSULTANT shall meet with the MPO, at a minimum, on a monthly basis and provide written progress reports describing the work performed on each task. The CONSULTANT shall submit one copy of a draft invoice package to the MPO's Project Manager for approval prior to submittal of a final version of each invoice package. Determination on whether work of sufficient quality and quantity has been accomplished will be made by the MPO's Project Manager using comparison of reported percent work completed against actual work accomplished.

Draft Report: A draft report shall be circulated for review and approval by all study participants, and comments shall be compiled and incorporated into the final report by the CONSULTANT. The final report shall contain an executive summary outlining how the study was conducted, the methodologies used, how the final alternative was chosen, the conclusions reached, and the public involvement process used throughout the study.

Budget

The budget for this project is \$600,000.

VI. POTENTIAL ADDITIONS TO SCOPE OF WORK

The MPO is open to expanding the scope of work. CONSULTANT may consider adding any of the following services and/or others they may like to propose if they feel they can be accomplished within the budget.

OPTIONAL TASK 1: Preliminary Engineering Analysis

- a. Conduct survey and develop 30% design drawings for the preferred trail alignment in the North Fort Myers section.
- b. Develop typical cross sections.
- c. Develop preliminary engineering solutions to problematic areas (e.g. canal crossings, wash crossings, topographic challenges that will require significant earthwork, areas of problematic soils, etc.).

OPTIONAL TASK 2 – SMART TECHNOLOGY APPLICATION ASSESSMENT

Innovative technology will be introduced along the alternate sun trail route to improve the “trail experience”. Accordingly, the CONSULTANT will assess existing smart trail innovative technologies that will benefit and fit appropriately within the context of a trail setting and can be adapted to the scope and needs of the community. These may include but not limited to:

- Daylight fluorescent aggregate (glow-in-the-dark hardscape materials for bike and pedestrian safety)
- Greenway surface with % of recycled materials that will improve permeability (reduce stormwater runoff)
- Automatic pedestrian and bicycle counters
- Smart benches – solar powered USB-charging ports
- Smart Waste Bins (e.g. Big Belly)
- Interactive Digital Kiosks (e.g. Rove IQ)
- Interpretative panels with bilingual voice commands
- Solar power user safety warning system
- EV Charging Station (at Trail Heads)

Deliverables: Deliverables will include an assessment of smart technology and a recommendation of technologies that could be used in Lee County trails as demonstration projects. Equipment and general installation cost of each piece of technology will be provided. The findings will be included in the Final Report.

OPTIONAL TASK 3: Preliminary Environmental Clearance

Provide background data and preliminary analysis of the trail alternatives impact on threatened and endangered species, riparian and wetlands areas, cultural and historical resources, and other similar environmental resources as required by NEPA.

**APPROVE THE UPDATED JOINT LEE AND COLLIER AND LEE AND
CHARLOTTE-PUNTA GORDA TRIP PRIORITIES**

RECOMMENDED ACTION: Approve the updated Lee and Collier and Lee and Charlotte-Punta Gorda MPO TRIP priorities.

The Transportation Regional Incentive Program (TRIP) provides funding for roadway and transit projects on the adopted regional roadway network map. The TRIP priorities have been updated to be consistent with the current eligible projects included in the local Capital Improvement Elements. The TRIP priority projects require a minimum fifty percent local funding match. The TAC and CAC unanimously approved this item at their respective May 2nd meetings.

Joint TRIP Priorities for Lee and Collier for 2024

Sponsor	Route	From	To	Proposed Improvement	Requested Phase	Total Cost	Requested TRIP Funds	STATUS	State Funding Level	Fiscal Year
2023/2024										
Collier County	Collier Blvd	Golden Gate Main Canal	Golden Gate Pkwy	4L to 6L	Des/Build	\$38,664,000	\$5,000,000			
Collier County	Vanderbilt Beach Rd	US 41	E. of Goodlette	4L to 6L	CST	\$8,428,875	\$4,214,438	Funded	\$4,214,438	FY 24/25
Collier County	Veterans Memorial Boulevard	High School Entrance	US 41	New 4L/6L	CST	\$14,800,000	\$6,000,000			
2024/2025										
Collier County	Vanderbilt Beach Rd	16th Street	Everglades Blvd	New 2L	CST	\$19,050,000	\$4,125,000			
Lee County	Three Oaks Ext. Phase II	Pony Drive	Daniels Parkway	New 4L/8L CR 876	CST	\$131,200,000	\$7,500,000			
Collier County	Santa Barbara/Logan Blvd.	Painted Leaf Lane	Pine Ridge Road	Operational Imp.	CST	\$8,000,000	\$4,000,000			
Lee County	Alico Extension - Phase I	Airport Haul Rd	E. of Alico Road	New 4L	CST	\$54,159,583	\$6,000,000			
Collier County	Goodlette Road	Vanderbilt Beach Road	Immokalee Road	2L to 4L	CST	\$5,500,000	\$2,750,000	Funded	\$2,750,000	FY 23/24
2025/2026										
Lee County	Burnt Store Rd	Van Buren Pkwy.	1,000' N. of Charlotte Co/L.	2L to 4L	ROW	\$33,500,000	\$4,000,000			
2026/2027										
Lee County	Alico Extension - Phase II & III	E. of Alico Road	SR 82	New 4L	CST	\$441,974,282	\$10,000,000			
2027/2028										
Collier County	Oil Well Road	Everglades	Oil Well Grade Rd.	2L to 6L	CST	\$54,000,000	\$6,000,000			
Collier County	Immokalee Road - Shoulder Project	Logan Blvd	Livingston Rd	Shoulders	CST	\$15,000,000	\$4,000,000	Funded	\$985,275	FY24?
Collier County	Immokalee Road	At Livingston Road		Major Intersect.	PE	\$4,500,000	\$1,000,000	Funded	\$2,500,000	FY24
Collier County	Randall Blvd	Everglades	8th	2L to 6L	PE	\$5,760,000	\$2,880,000	Funded	\$2,880,000	FY25
2028/2029										
Lee County	Sunshine Extension	75th Street West	SR 80	New 4L	PD&E	\$6,283,770	\$3,100,000			
Collier County	Immokalee Road	At Livingston Road		Major Intersect.	CST	\$38,000,000	\$10,000,000			
2029/2030										
Collier County	Golden Gate Pkwy	At/Livingston Rd		Major Intersect.	PE	\$6,000,000	\$3,000,000			
Lee County	Ortiz Avenue	SR 82	Luckett Road	2L to 4L	CST	\$52,457,000	\$8,000,000			

FPN 451525-1 CST FY 24 LF AND SCRC - AWARDED SCOP CST 985,274.47

2024 JOINT TRIP PRIORITIES FOR LEE AND CHARLOTTE COUNTY-PUNTA GORDA MPO

Adoption by Lee MPO in May or June

Adoption by Charlotte County-Punta Gorda MPO in May 2024

Sponsor	Route	From	To	Proposed Improvement	Requested Phase	Total Cost	Requested TRIP Funds	Amount of TRIP Funds Prgrammed	Year Funded	2023 Joint Priority
Lee County	Burnt Store Rd	Van Buren Pkwy	Lee County Line	2L to 4L	ROW	\$33,500,000	\$4,000,000			
Charlotte County	Harborview Rd	Melbourne St	I-75	2L to 4L	CST	\$45,630,000	\$4,000,000	TBD	2025/2026	
Lee County	Three Oaks Ext.	Indian Pony Drive	Daniels Parkway	New 4L/8L CR876	CST	\$137,200,000	\$7,500,000			
Charlotte County	Burnt Store Rd	Lee County Line	Wallaby lane	2L to 4L	ROW	TBD	\$2,000,000			
Lee County	Alico Extension - Phase I	Airport Haul Road	E. Of Alico Road	New 4L	CST	\$54,159,583	\$6,000,000			
Charlotte County	Edgewater Dr/Flamingo Blvd Ext.	Collingswood Blvd	SR 776	2L to 4L	CST	\$38,080,000	\$2,200,000			
Lee County	Sunshine Ext.	75TH Street	SR 80	New 4L	PD&E	\$6,283,770	\$3,100,000			
Charlotte County	Jones loop Rd	Burnt Store Rd	Piper Rd	4L to 6L	PE	\$45,020,000	TBD			
Lee County	Alico Extension - Phase II	East of Alico Road	SR 82	New 4L	CST	\$441,974,282	\$10,000,000			
Lee County	Ortiz Avenue	SR 82	Luckett Road	2L to 4L	CST	\$52,457,000	\$8,000,000			

REVIEW AND APPROVE THE LRTP TRANSIT ELEMENT AND PUBLIC INVOLVEMENT/DOCUMENTATION SCOPES OF SERVICES

RECOMMENDED ACTION: Review and approve the Long Range Transportation Plan (LRTP) scope of services for the development of the transit element and the development of the Roadway Needs and Cost Feasible Plans, public involvement activities, regional components and the final report documentation.

The update of the MPO's Long Range Transportation Plan (LRTP) is underway and the Board is being asked to review and approve the two scopes. The LRTP includes the transportation projects that are planned to be done in the County out to a horizon year of 2050. The adoption of the Plan is required every five years and this update is required to be completed by December 18, 2025.

The transit scope in **Attachment A** identifies the tasks to be completed to develop the transit element of the LRTP. These tasks include updating the existing conditions, identifying and evaluating transit service improvements, developing the updated capital and operating costs and developing the cost feasible projects and preparing the documentation.

The scope in **Attachment B** includes the tasks to analyze and develop the roadway needs and cost feasible projects, the public involvement activities, the regional components of the Plan and the draft and final documentation of the Plan.

The TAC and CAC unanimously approved these scopes at their respective March 7th meetings.

**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
SCOPE OF SERVICES
2050 LRTP LONG RANGE TRANSIT ELEMENT**

BACKGROUND

This scope of services has been prepared to provide transportation system planning services support to update the Long Range Transit Element (LRTE) of the Long Range Transportation Plan (LRTP). The Lee County MPO is required to update its LRTP at least every five years. The next update of the LRTP will have a horizon year of 2050 and must be adopted by the MPO Board by December 2025, and subsequently submitted to the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

Purpose and Objectives

The purpose of this scope of services is to update the existing transit element of the MPO's LRTP. Objectives of this scope of services include:

- Update baseline conditions and existing services/facilities
- Identify and evaluate transit service improvements
- Update the 25-year operating and capital needs costs from the vision plan
- Develop the 2050 Cost Feasible Transit Element
- Prepare the 2050 Long Range Transit Element summary documentation
- Conduct meetings and presentations

The scope of services below provides the task description for each component listed above:

SCOPE OF SERVICES

TASK 1: Review Baseline Conditions and Existing Services/Facilities

The first task of this effort will involve the review and update of background information pertaining to public transportation in Lee County. The review is expected to cover, at a minimum, the following information:

- Adopted LeeTran Transit Development Plan (Evolve TDP).
- Annual Progress Reports (APRs) of the TDP that have been completed since the last major update.
- Adopted 2045 LRTP transit component.
- Land use.
- Congested corridors/hot spots.
- Bicycle and pedestrian plans.
- Other transit plans and initiatives from the local jurisdictions and neighboring counties.
- Bus stop ADA accessibility.
- Lee Plan Transportation Element.

- 2050 LRTP socioeconomic data (existing and projected population and employment densities).

A review of existing public transportation services being provided in Lee County also will be conducted as part of the update of the 2050 Transit Element. This review will include a general examination of the following services, infrastructure, and/or programs:

- Fixed-route and on-demand bus services
- Major transfer facilities/transit terminals
- Park-and-ride facilities
- Commuter Assistance Program

The results of the review will be summarized, including any identified potential implications.

Activities in Task 1 include:

- Review planned operating and capital improvements in recent transit studies/plans and performance measure requirements.
- Review 2050 LRTP socioeconomic data including existing and projected population and employment densities.
- Review existing and future land use maps and new proposed major developments that may create an impact for transit service needs.
- Use available data to identify and summarize congested corridors/hot spots.
- Review recent efforts on improving bike/pedestrian access to transit and bus stop ADA accessibility.
- Review existing services, including fixed-route bus and on-demand transit services, with analysis examining the seasonal nature of the service.
- Review available transit infrastructure, including major transfer facilities/transit terminals, park-and-ride facilities.
- Review available Transportation Demand Management (TDM) options including the FDOT District One Commuter Assistance Program.

Task 2: Identify and Evaluate Transit Service Improvements

The scope also includes evaluating routes for frequency enhancements to analyze the increase in service beyond what is currently included in the adopted Evolve TDP. The Consultant will evaluate and rank the frequency expansion and this analysis will include the cost analysis of these enhancements. The Consultant will coordinate with LeeTran and the Lee MPO on the development of this analysis. LeeTran daily ridership data, average transit trip length, and AADT for any selected corridors will be provided by the MPO/LeeTran staff.

Activities in Task 2 include:

- Review recent studies and identify list of candidate routes for service improvements.
- Coordinate with MPO and LeeTran staff on the evaluation of these routes.

- Evaluate and prioritize transit service expansion.
- Keep the prioritization process consistent with the existing prioritization process used within the LeeTran documents.
- Minimize route overlaps and extend service span.
- Using other prior studies, include and evaluation of bus stops safety and system user access connectivity.
- Evaluate/expand mobility-on-demand options to address service needs and first mile/last mile needs.

Task 3: Develop 25-Year LRTE Needs & Operating/Capital Costs

Using the currently adopted Evolve TDP as a starting point and findings from Task 2, this task includes preparing transit service and capital needs for the next 25 years. The 2050 transit needs will be illustrated on a map and summarized in tabular form. The LRTE Needs Plan may also utilize findings from on the following sources:

- Information on plans and initiatives from the cities and communities in Lee County and in neighboring counties to develop transit needs consistent with what is being planned on surface or waterborne transit.
- Any pertinent output from the running of travel model alternatives that indicates the expansion of service in a particular area.
- Feedback from the 2050 LRTP public involvement efforts during the review of the proposed transit needs.

The Consultant will meet with MPO staff to review the draft 2050 Transit Needs Plan. The Plan will then be revised and finalized based on the comments and direction received at that meeting.

Activities in Task 3 include:

- Integrate findings of the adopted Evolve TDP.
- Review plans and initiatives from the cities and communities in Lee County and in neighboring counties on surface or waterborne transit.
- Coordinate with the regional transit planning process.
- Summarize and evaluate public input from transit needs surveys.
- Develop service characteristics for identified transit needs.
- Develop/expand capital, technology, infrastructure, and policy needs for implementing the transit service needs.
- Develop draft 2050 LRTE Transit Needs Plan.
- Develop necessary maps, tables, and other material such as board-mounted exhibits, handouts, etc., as needed for public workshops.
- Address MPO staff comments on draft material and develop final 2050 Transit Needs Plan.
- Coordinate with LRTP modeling team and provide necessary Needs Plan files and data for running of travel model alternatives.
- Conduct reviews/revisions of transit network models plots/summary

Task 4: Evaluate and Prioritize 2050 Service Needs

Using the priorities that were developed for the Evolve TDP and adding in the additional service coming out of Tasks 2 and 3, develop the prioritization of the projects, consistent with the prioritization process used in the development of the Evolve TDP, to identify the most essential and cost-effective transit service needs that should be funded through 2050. Prioritization of Needs Plan service alternatives will also assist in the phasing of those services for the county as a whole. An evaluation and prioritization methodology using existing and available data sources will be developed to rank Needs Plan service alternatives. Evaluation criteria may include, but not necessarily be limited to, the following:

- Public input
- Rider markets, including traditional, discretionary, and regional
- Ridership productivity
- Cost efficiency

No new data collection or data analysis will be conducted to evaluate and prioritize the Needs Plan projects using the selected prioritization criteria and measures. The Consultant will develop the draft prioritization methodology and provide MPO staff for review and comment. The Consultant will then address any comments on the draft prioritization methodology and develop a final methodology for prioritizing 2050 transit service needs. The prioritization process will be finalized and services in the Needs Plan will be prioritized. Once that process is complete, capital and operating cost estimates through 2050 will be developed.

Activities in Task 4 include:

- Develop project evaluation and prioritization process.
- Review and integrate public input on transit needs.
- Use model output to develop ridership projections and evaluate ridership productivity.
- Evaluate rider markets, including traditional, discretionary, regional, and mobility on demand options.
- Prioritize and rank 2050 transit service needs using prioritization criteria, weights, and assigned scores.

Task 5: Develop 2050 Cost Feasible Transit Element

To develop the 2050 Cost Feasible Long Range Transportation Element, the Consultant will first coordinate with MPO staff to obtain the LRTE transit revenue projections. Based on these revenue projections and the cost estimates of the Needs Plan priorities developed in Task 4, the 2050 Cost Feasible Transit Element will be developed to balance projected revenues with the highest-ranking transit needs over the LRTP planning horizon.

The Consultant will meet with MPO staff to review the draft Cost Feasible Plan. The Cost Feasible Plan will then be revised and finalized based on the comments and direction received at that meeting. After allocating projected revenues to the highest priority transit needs, it is anticipated that there will remain a ranked list of unfunded transit needs that can only be implemented

contingent upon securing additional funding. Cost feasible transit service improvements and unfunded transit needs will be illustrated on maps and summarized in tabular form.

Activities in Task 5 include:

- Review current and expected transit revenues provided by MPO/LeeTran staff.
- Develop funding assumptions and project 2050 LRTE transit revenues.
- Develop draft 2050 Cost Feasible LRTE.
- Coordinate with MPO staff and LRTP project team and conduct multiple rounds of revisions to draft plan.
- Develop the final 2050 Cost Feasible LRTE.
- Develop cost affordable plan maps, tables, and other material such as board-mounted exhibits, handouts, etc., as needed for public workshops.
- Provide information on transit cost affordable alternatives to assist travel demand model and conduct reviews/revisions of transit network models plots/summary tables.

Task 6: Prepare 2050 LRTE Summary Documentation

Based on the results of Tasks 1 through 5, the Transit Element documentation will be prepared for inclusion in the Lee County MPO 2050 LRTP, including an LRTE Chapter and LRTE Technical Memorandum. The Transit Element documentation will be submitted to MPO staff for review. MPO staff input will then be used to refine, update, and finalize the 2050 Transit Cost Feasible Element documentation.

Activities in Task 6 include:

- Prepare and submit draft 2050 LRTE documentation.
- Address comments and revise 2050 Cost Feasible LRTE.
- Develop final 2050 Transit Cost Feasible Element documentation.
- Prepare and submit final 2050 LRTE documentation.

Task 7: Project Coordination and Meetings

The overall effort to update the Lee County LRTP Transit Element may require the Consultant to attend several virtual meetings and public workshops. The following sub-tasks outline the various meetings and presentations that will be completed during the study process.

- *Prepare for and conduct Project Kick-Off Meeting*—At the outset of the project, a virtual kick-off meeting will be scheduled with MPO staff and other appropriate parties to discuss the scope of this effort, schedule, outline data needs, and receive initial guidance on existing and potential future transit needs in Lee County. This sub-task includes necessary coordination and preparation of the discussion materials for the kick-off meeting.
- *Prepare for and Conduct Coordination Meetings with MPO Staff*—During the project, it may be necessary to schedule and hold virtual meetings with MPO staff to discuss project

issues and review draft materials. Therefore, this scope assumes that up to five (5) virtual coordination meetings will be scheduled.

- *Prepare for and Conduct Needs Plan Review Meeting with MPO Staff*—This virtual meeting will be conducted with MPO staff to review the draft 25-year transit needs plan and obtain comments.
- *Prepare for and Conduct Meeting to review draft Cost Feasible Plan and Cost/Revenue Assumptions*—A virtual meeting with MPO staff to review the cost feasible LRTE as well as corresponding funding assumptions and revenue projections.
- *Prepare for and Participate in Two LRTP Public Workshops*—The Consultant will prepare for and attend two (2) LRTP public workshops that will be held to present draft needs and cost affordable 2050 transit plans for the LRTP. This includes necessary coordination, as well as preparation of the LRTE-related materials that will be utilized during the workshops, including display boards and survey instruments to obtain public input.
- *Develop and Provide Draft and Final LRTE Plan Presentations for MPO Staff Review and Use*—The Consultant will prepare two (2) PowerPoint slide presentations detailing the draft and final Transit Element plans. These will be submitted to MPO staff for their review and use.

Activities in Task 7 include:

- Prepare for and conduct virtual kick-off meeting.
- Prepare for and conduct up to five (5) virtual meetings with MPO staff.
- Conduct draft 2050 LRTE Needs Plan review virtual meeting.
- Conduct draft 2050 Cost Feasible LRTE and cost and revenue assumptions/projections review virtual meeting.
- Prepare for and participate in two (2) LRTP public workshops.
- Develop and provide draft and final LRTE presentations to MPO staff for review and use.

TIME OF COMPLETION

It is anticipated that the work provided for Tasks 1-7 of this scope of services will be completed by March 1, 2026.

**2050 LONG RANGE TRANSPORTATION PLAN
SCOPE OF SERVICES FOR THE DEVELOPMENT OF THE ROADWAY NEEDS AND
COST FEASIBLE PROJECTS, PUBLIC INVOLVEMENT, REGIONAL COMPONENTS
AND DRAFT AND FINAL PLAN DOCUMENTATION**

BACKGROUND

The Lee MPO conducts a major update to the Long Range Transportation Plan (LRTP) every five years. Based on federal requirements, the MPO is required to adopt the 2050 LRTP by December 18, 2025. The purpose of the plan update is to identify the transportation improvements that are needed to serve the future population of Lee County through the horizon year of 2050. This scope outlines the public involvement tasks that will be conducted through the adoption of the Plan, the analysis and steps that will lead to the identification of the Needs and Cost Feasible Plan projects and the production of the LRTP documentation. Separate efforts will be undertaken for development of the Long Range Transportation Plan socio-economic forecasts, freight/goods movement, and transit element.

SCOPE OF SERVICES

Elements of the Long Range Transportation Plan included under this scope of services will incorporate analysis and evaluation of other activities undertaken by the MPO. Specific to this scope of services will be the development and execution of the LRTP Public Involvement Plan (LPIP), analysis of multimodal projects proposed for incorporation into the LRTP Cost Feasible Plan, and documentation of the overall LRTP process.

The LPIP will provide opportunities for public participation and input on all applicable tasks in the LRTP update. The Consultant shall undertake explicit outreach efforts to cover the various demographics in Lee County including the efforts needed to reach and include the traditionally underserved such as minority and low-income populations. The analysis should investigate both beneficiaries and those who may be negatively affected by the transportation decisions. The efforts shall be in accordance with Federal Environmental Justice policies as outlined in Executive Order 12898.

The Consultant shall organize a public involvement team, which will develop a detailed LPIP including strategies to promote proactive public participation in accordance with the MPO adopted Public Involvement Plan.

The Consultant will support the MPO staff by preparing summary maps and tables showing the performance of the regional travel demand model and demonstration of a financially constrained plan that considers forecasted revenues and project costs.

Documentation of the LRTP will include a full report covering the elements of the planning process as well as summary documentation. Development of the LRTP compliant with federal and state requirements will be demonstrated through completion of the LRTP checklist. Summarization of the key conclusions of the LRTP, including a summary of goals, objectives and performance measures, total projected revenues, expectations of future growth in population, employment and travel demand, prioritized

project lists, and a demonstrated financially feasible list of multimodal transportation projects will be captured in public-friendly summary report that will also be prepared.

The remainder of this scope of services covers in detail the tasks to be performed by the Consultant as listed below.

- Task 1. LRTP Schedule Development and Management
- Task 2. Public Involvement and Outreach
- Task 3. Analysis of Needs and Cost Feasible Projects
- Task 4. Regional Coordination
- Task 5. LRTP Documentation

Task 1 - LRTP Schedule Development and Management

Successful implementation and completion of the LRTP is built on schedule management and coordination between the Consultant and the MPO. Coordination between the MPO LRTP Manager and members of the Consultant Team will provide review of progress and upcoming tasks to be completed.

Consultant Responsibilities

- Prepare and maintain LRTP schedule.
- Conduct LRTP Kick-Off Meeting and project coordination phone calls.
- Participate in regional CUTS Meetings and other coordination meetings as requested for coordination with neighboring MPOs regarding regional decision-making.
- Provide assistance for coordinating overall LRTP schedule with other LRTP related task assignments being completed under separate task order assignments.

Task 2 - Public Involvement and Outreach

In keeping with past practices, the Consultant will work with the MPO Project Manager to develop a detailed LRTP Public Involvement Plan (LPIP). The LPIP will include the provision of online opportunities for public input and outline the anticipated use of social media. The LPIP will be developed to be consistent with the MPO's 2023 Public Involvement Plan.

Task 2.1 Public Involvement Plan

The LPIP will guide the public involvement effort for the 2050 Long Range Transportation Plan and will, at a minimum, outline a public involvement process that:

- requires timely public notice of all activities in local newspapers via press releases and public service announcements.
- includes multiple events and activities that inform citizens of planning efforts and allow public input and access to key decisions.
- supports early and continuing involvement of the public in the plan development process.

- recognizes that the public includes not only citizens, but also business owners, freight operators, environmental groups and others who have an interest in the transportation decisions being made through this plan; and
- includes a variety of activities and strategies to engage members of the community in ways that are innovative and informative; including the use of web-based formats and has targeted and measurable goals for achievement.

The Consultant, through coordination with the MPO Project Manager, will create a page on the MPO website to gather broad community input using online surveys, access to LRTP technical and informational documents, visualizations, other related materials, and the draft and final LRTP Report.

Documentation of the public involvement activities conducted during the LRTP update process will summarize outreach efforts, responses from the public and changes to the plan as a result of input. When significant written and oral comments are received on the development of the LRTP and the final draft LRTP, the Consultant will prepare a summary, analysis, and report on the disposition of comments which will be made a part of the final LRTP record.

Task 2.2 Public Notifications and Communication

The Consultant will review and update the MPO's comprehensive mailing list developed to include civic, homeowner associations, media and interested public. The Consultant shall ensure that the mailing list includes all county and municipal elected officials, transportation agencies and that the list is free of duplication. Throughout the process, attendees at meetings and people corresponding with the MPO during the LRTP update will be encouraged to provide an e-mail or mail address to add to the mailing list, which shall be maintained by the Consultant throughout the project. Where people identify the preference, e-mail distribution of information will be utilized in place of regular mail to save project resources. The Consultant will use the comprehensive mailing list to mail surveys (free return postage), newsletters, project brochures and invitations to public meetings/workshops as requested and necessary.

The Consultant will develop three official newsletters for distribution during the project. The newsletter content will be developed by the Consultant for review and approval by the MPO staff.

Task 2.3 Media Outreach

Media outreach will be an on-going effort throughout the development of the LRTP. The Consultant will arrange for news releases in newspapers, magazines, TV and radio stations. The Consultant will inform the media of public workshops and meetings prior to the date of the meetings/workshops and document reviews. The Consultant will prepare a media list and make preparations, printing, and distribution of materials as necessary to allow the media outreach to be successful. The Consultant will take advantage of available cost efficient media outlets to reach the public. These outlets/strategies should include but will not be limited to the following:

- Schedule interviews.
- Post key meetings on the project website.
- Distribute media advisories.

- Distribute press releases prior to key events.
- Submit photos/press releases of event highlights to community papers.
- Conduct interviews of transportation users or providers and post on website.
- Write/distribute public service announcements.

Task 2.4 Public Meetings

Two rounds of public workshops and meetings will be conducted at key times during the development of the draft Needs Plan and after the development of the draft Cost Feasible Plan. The Consultant will plan for two public workshops and one public meeting as part of this effort.

The workshops will be held in the evening and the Consultant will organize the meeting locations, prepare the invite mailing list, develop the advertisements, prepare the meeting presentation materials, take meeting minutes and provide the necessary staff to assist the MPO staff with presentations and answering questions. In addition to in-person workshops, the use of virtual technology will be used for conducting online public meetings to coincide with the timing and content of the two workshops. The Consultant shall document and analyze the public input for use in the LRTP development process whether received during these meetings, provided verbally during any of the MPO's regularly scheduled meetings with a public comment period, or in written form submitted to the MPO. The Consultant will also produce a frequently asked questions and answers document based on the questions received at the meetings and through the development of the Plan.

At the conclusion of the LRTP development, a public meeting will be held where the final plan is presented to the MPO Board for adoption. The Consultant will support the MPO by preparing presentation materials and attending the public meeting to assist with presentation of the LRTP.

Task 2.5 Community Engagement

Outreach and engagement events used to supplement and support the traditional open house style public meeting will be listed in the LPIP and agreed upon jointly with the MPO Project Manager. Potential events could include the following, based on available funding and schedule.

- Listening Tours
 - Planned events held in community-based, neighborhood locations.
 - Planned events held at large and service-based employers (hospitals, call centers, for example)
 - Employee break rooms
 - Business Center Entrances
 - Downtown pedestrian ways
- Drive-thru Community Meetings
- Community Conversations
 - Round table discussions with community members
 - Encourage engagement from underrepresented populations.
- Surveys / On-line Polls
 - Wikimapping

- Survey Monkey
- Digital Platforms
 - ZenCity (cost-based) <https://zencity.io/zencity-for-counties>
 - Nextdoor
- Steering Committee / Advisory Committees

Consultant Responsibilities

- Task 2.1 Public Involvement Plan
 - Prepare Public Involvement Plan and update based on MPO comments.
 - Maintain Public Involvement Plan as LRTP update progresses.
 - Develop and maintain comment tracking tool.
 - Prepare response to public comments.
 - Summarize public involvement summary report.
 - Coordinate with MPO staff on content and timing of updates for MPO website.
- Task 2.2 Public Notifications and Communication
 - Develop content for three newsletters.
 - Finalize newsletters based on review and comment from MPO.
 - Coordinate distribution of newsletters and posting on MPO Website.
 - Conduct interviews of transportation users or providers and post on website
- Task 2.3 Media Outreach
 - Develop and maintain list of media contacts.
 - Post key meetings on the project website.
 - Distribute media advisories.
 - Distribute press releases prior to key events.
 - Submit photos/press releases of event highlights to community papers.
 - Schedule media interviews with MPO at key points during LRTP development.
- Task 2.4 Public Meetings
 - Prepare presentation materials for Public Meetings.
 - Attend Public Workshops.
 - Schedule and facilitate in-person and virtual meetings.
 - Summarize comments received at Public Workshops.
 - Attend LRTP Adoption Hearing.
 - Present at MPO Committee Meetings as requested.
- Task 2.5 Community Engagement
 - Support MPO in identifying community -based events.
 - Prepare flyers and advertisement materials.
 - Assist MPO with preparing and giving presentations to associations and groups.
 - Develop survey materials in print and digital formats.
 - Prepare summary of comments and prepare responses as needed.

Task 3 - Analysis of Needs and Cost Feasible Projects

The Consultant will assist the MPO in developing projects for the Needs Plan and evaluation of projects for inclusion in the Cost Feasible Plan. Development of performance measures that are consistent with the current performance measures required to be reported to FDOT and Federal Highway will be used to ensure compliance with the appropriate metropolitan planning requirements.

Task 3.1 Socio-Economic Data Mapping

Understanding of the need for future transportation projects begins with identification of areas where future growth is anticipated. Using the 2050 forecasted data for population and employment, provided by the MPO, the Consultant will prepare a series of maps and tables for presenting the socio-economic data for use in presentations and given at various MPO meetings.

Task 3.2 Prioritization and Evaluation of Projects

It is envisioned that the analysis of projects in the LRTP will be done using a matrix that will be easy for the public and MPO to see the benefits of the projects being proposed. The MPO staff will develop the cost of each of the projects being proposed using FDOT's project costing tool or from cost estimates provided by the local jurisdictions.

Task 3.3 Travel Demand Model Coordination

Development of the District One Regional Planning Model (D1RPM) is carried out by FDOT D1. In support of the regional modeling schedule, the Consultant will support the MPO in reviewing travel demand model networks and developing projects for testing in subsequent cycles. This effort will include:

- updating the MPO's GIS network;
- preparing maps for review and presentation at MPO Meetings; and
- coordinating with the FDOT D1 modeling consultant.

Task 3.4 Evaluation of Project Impacts

Lee County's transportation infrastructure is critical for the region's economic vitality, but the County's location on the Gulf of Mexico makes the transportation system susceptible to inland flooding, intense hurricanes, and sea level rise. For the LRTP, the Consultant will conduct the following resiliency related assessments.

- Review and update the LRTP goals and objectives addressing resiliency in the transportation system.
- Update performance measures to track progress towards meeting the LRTP objectives.
- Develop a Risks and Vulnerabilities Assessment section for the LRTP report.
- Update the project prioritization to include a focus on resiliency planning in the Cost Feasible Plan.

In addition to using the FDOT Efficient Transportation Decision Making (ETDM) tool for analyzing necessary Needs Plan projects, the Consultant will evaluate community impacts or benefits resulting from proposed projects. Historically, transportation investments have not always benefited disadvantaged communities, and in many

instances, have adversely impacted them. The Justice 40 (EJ40) Initiative was established after the 2045 LRTP, so the 2050 update is the first opportunity for the MPO to incorporate this guidance into the long-range transportation planning process. The Consultant will utilize the Environmental Protection Agency's Environmental Justice Screening and Mapping Tool for transportation planning projects.

- Use the Screening Tool's data download to map Environmental Justice Areas and Disadvantaged Communities within Lee County.
- Analyze transportation impacts and benefits on Environmental Justice Areas and Disadvantaged Communities.
- Prepare a summary of the EJ40 Initiative for the LRTP report.

Task 3.5 Incorporation of Modal Plan Elements

Additional efforts underway by the MPO, LeeTran, FDOT and others cover the multi modal elements of the LRTP and will be integrated into the LRTP document. This will include incorporating projects and priorities from the Long Range Transit Element, recently completed Bicycle, Pedestrian and Trail studies, Strategic Freight Planning efforts, TSM&O documents and others as identified by the MPO.

Task 3.6 Potential Grant Funding

Recognizing that transportation funding is becoming more limited and that the emphasis for federal funding has been expanded to include competitive grants, the Consultant will develop a crosswalk between projects listed in the 2050 Needs Plan and potential future grant funding opportunities. Development of this matrix will be based on the purpose, location, and scope of projects listed in the Needs Plan.

Consultant Responsibilities

- Task 3.1 Socio-Economic Data Mapping
 - Prepare maps of existing socio-economic data variables.
 - Prepare maps of future socio-economic data variables.
 - Prepare maps of change in socio-economic data variables.
- Task 3.2 Prioritization and Evaluation of Projects
 - Review existing prioritization factors and data sources.
 - Collect updated data necessary for prioritizing needs projects.
 - Identify changes to prioritization factors based on new state and federal requirements.
 - Prioritize Needs Plan projects.
- Task 3.3 Travel Demand Model Coordination
 - Revised MPO's GIS files to reflect current and committed conditions.
 - Receive Travel Demand Model Files and prepare maps of network alternatives and output results.
 - Prepare maps of proposed alternatives for testing in Travel Demand Model.
- Task 3.4 Evaluation of Project Impacts
 - Conduct Risk and Vulnerability Assessment of transportation network.
 - Conduct Assessment of Needs Plan projects and potential impacts to disadvantaged communities.

- Task 3.5 Incorporation of Modal Plan Elements
 - Review recently completed multimodal studies and update list of potential LRTP projects.
- Task 3.6 Potential Grant Funding
 - Develop matrix of potential grant funding sources and competitiveness factors.
 - Identify candidate projects for future funding based on prioritization factors.
 - Coordinate with MPO partner agencies on candidate projects for consideration.

Task 4 Regional LRTP Coordination and Documentation

Continued growth in Southwest Florida has resulted in the blending of urbanized areas and travel from one county to another. Given the overlapping nature of transportation issues and regional decision making, the Consultant will support the MPO with identifying cross-county projects and issues related to future transportation projects.

Previous topics that may be included in this, among others, could include the proposed Del Prado Extension and potential I-75 interchange, CR 951 extension, cross-county trip purposes and funding for major regional projects.

A stand-alone document outlining these regional topics and resulting projects or programs for consideration in the LRTP will be prepared. This document will introduce the regional issues facing MPOs in Southwest Florida and identify potential transportation focused projects and strategies to address mobility.

Consultant Responsibilities

- Coordinate LRTP planning efforts with neighboring MPO plans.
- Identify regionally significant projects for consideration in the LRTP.
- Prepared summary documentation of regional coordination and LRTP related outcomes.

Task 5 LRTP Documentation

The Consultant will prepare a draft 2050 LRTP Adoption Document in coordination with the FHWA and FDOT LRTP Requirements checklist that memorializes the plan update process; describes the projected economic and population growth in the Counties; and summarizes the cost feasible plan. An executive summary will be prepared as both a stand-alone document and as part of the LRTP Adoption Document. A series of appendices will be included as part of the Adoption Document, including Public Involvement Plan, Goals, Objectives, and Measures, Socioeconomic Data Projections, and Financial Resource Projections.

Task 5.1 Draft Documentation

The Consultant will compile the LRTP chapter contents prepared in previous tasks. This effort will include compiling chapter text for consistency and compliance with the LRTP checklist. An introduction to the LRTP covering the purpose, requirements, guiding factors, and outcomes will be prepared for the draft LRTP Report.

A draft of the LRTP Report will be prepared by the Consultant and submitted to the MPO for review. In addition to the LRTP Report, a draft Summary Report will be prepared by the Consultant. The Summary Report will be designed to be more visually appealing and will include color to the extent possible, particularly in maps and graphics where color can be used to enhance the document's user-friendliness. The draft Summary Report will be submitted to MPO staff for review.

Task 5.2 Final Documentation

Once comments on the draft LRTP Report and Summary Report have been received, the CONSULTANT will begin addressing comments for the final LRTP Report and final Summary Report.

Consultant Responsibilities

- Draft LRTP and Executive Summary Report
- Final LRTP and Executive Summary Report

TIME OF COMPLETION

It is anticipated that the work identified in this scope of work will be completed by March 27, 2026.

REVIEW OF THE DRAFT FY 2024/2025 – FY 2028/2029 TRANSPORTATION IMPROVEMENT PROGRAM

DISCUSSION ITEM:

The rough draft of the FY 2024/2025 - FY 2028/2029 Transportation Improvement Program (TIP) is located at the link posted below for the Board's review and comment. The final version will be brought back for approval at the June meeting, following a public comment period. Staff will provide an overview of the TIP at the meeting.

Link: <https://leempo.com/wp-content/uploads/download-manager-files/leempo-files/boards-and-committees/MPO-Board/20240517/M12a.Draft%20FY%2025-29%20TIP.pdf>