

AGENDA

Call to Order

Roll Call

New Business

1. Public Comments will be Taken at Each Item
2. *Review and Approval of the September 7, 2022 Meeting Minutes
3. *Review and Approve the TIGER Project Data Collection Scope of Services (Don Scott)
4. Update on Project and Meeting Schedule Changes (Don Scott)
5. Discuss the Extension of the Executive Director Employment Agreement that Expires January 30, 2023 (Don Scott)
6. Discussion on the Proposed Greenhouse Gas Emissions Performance Measures (Don Scott)
7. Current Traffic information from Continuous Count Stations in the Area (Don Scott)
8. Overview of the November 18th MPO Board Meeting Agenda (Don Scott)

Other Business

9. Public Comments on Items Not on the Agenda
10. Announcements
11. Information/Distribution Items

Adjournment

* 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.

Meeting Minutes

The meeting was called to order at 1:30 p.m. by MPO Chair/City of Fort Myers Councilmember Teresa Watkins Brown.

The roll was called and recorded by MPO staff. There was a quorum. Those MEC members in attendance included Village of Estero Vice-Mayor Jon McLain; City of Fort Myers Councilmember/MPO Chair Teresa Watkins Brown; City of Fort Myers Councilmember Fred Burson; City of Cape Coral Mayor John Gunter; City of Sanibel Councilmember Mike Miller; MPO Treasurer/Lee County Commissioner Kevin Ruane; and City of Bonita Springs Councilmember Fred Forbes. Others in attendance included MPO Legal Counsel Derek Rooney; City of Cape Coral Police Department Officer; Richard Perdue with the Lee County School District; Tom Shadrack, a resident of Cape Coral; Wayne Gaither and L. K. Nandam with FDOT; Persides Zambrano with the City of Cape Coral; and MPO staff Don Scott.

New Business

Agenda Item #1 - Public Comments Taken at Each Item

Chair Watkins Brown asked if there were any public comments. There were none.

Agenda Item #2 - *Review and Approval of the June 8, 2022 Meeting Minutes

Mayor John Gunter made the motion to approve the June 8, 2022 Meeting Minutes. Councilmember Mike Miller seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #3 - *Approve the Interlocal Agreement with the City of Cape Coral for Reimbursement of Half of the Hurricane Evacuation Study Costs

Mr. Don Scott presented this agenda item for the approval of the interlocal agreement with the City of Cape Coral for reimbursement of half of the Hurricane Evacuation Study costs. The agreement was attached to the agenda packets and [posted to the MPO website](#). He reviewed the history of the agreement, reason for update, approval by Cape Council, and asked if there were any questions. There were none.

Councilmember Mike Miller made the motion to approve the Interlocal Agreement with the City of Cape Coral for Reimbursement of Half of the Hurricane Evacuation Study Costs. Councilmember Fred Burson seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #4 - *Review and Provide Input on a Reconnecting Communities Pilot Planning Grant Application in conjunction with the Housing Authority of the City Of Fort Myers and the Choice Neighborhood Implementation Grant

Mr. Scott presented this agenda item for review of and input on a Reconnecting Communities planning grant. A map of the neighborhood investment area was included in the agenda packet, shown as a slide at the meeting, and [posted to the MPO website](#). Mr. Scott provided a Power Point

presentation in which he gave a brief history, reviewed the map, provided additional information on the project ideas, and mentioned funding/matches. His presentation can be viewed here: [Reconnecting Communities Presentation](#) The committee discussed concerns with the area, overpass idea, involvement of the Housing Authority and boundaries, providing access to the new grocery store, coordination with the MPO, different cost sharing of different grants, grant cycles/deadlines, recommendations of staff, coordination with local jurisdiction staff, safety concerns of crossing SR 82, specifics of the grants, traffic signals on SR 82, crossings on SR 82, current pedestrian traffic in the area, competitiveness of Reconnecting Communities grant, issues of connectivity with each side of SR 82, matching process, approval of moving forward with planning grant, and looking at possibility of using Choice grant to supplement match.

Councilmember Fred Burson made the motion to approve the application for the Reconnecting Communities Grant. Mayor John Gunter seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #5 - *Complete and Approve the Evaluation of the Executive Director

Mr. Derek Rooney presented this agenda item for the approval of the Evaluation of the Executive Director. He provided a [summary memo](#) of the evaluations. He reviewed the overall trend of evaluations, explained the responses, and noted the new contract negotiations in January with possibility of cost of living increase at that time.

Councilmember Fred Forbes made the motion to approve the Evaluation of the Executive Director. Councilmember Fred Burson seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #6 - Update on the Federal Discretionary and Formula Grant Programs

Mr. Scott presented this agenda item as an update on the Federal Discretionary and Formula Grant Programs. He provided a presentation with additional information on several of the grant programs including the Electric Vehicle corridor grant, carbon reduction grant, Protect program, and RAISE program. He also mentioned upcoming training opportunities, FDOT letters of consistency, and FDOT contact. His presentation can be viewed here: [FEDERAL GRANT PRESENTATION](#). The committee discussed providing the FDOT contact information to the MPO Board members, FDOT letters of consistency, creation of District One grants office and coordination of local jurisdictions with that office, electric vehicle program document for Florida, hiring contractor to address partnerships and technology, grant workshop time, local plans for electric vehicle charging stations and deferring to statewide plan, constant updates to statewide plan, grant process updates, regional considerations, and example of Burnt Store Road.

Agenda Item #7 - Proposed Joint Lee and Collier Board Meeting on November 18, 2022

Mr. Scott presented this agenda item on the Proposed Joint Lee and Collier MPO Board Meeting on November 18, 2022. He provided a brief history of the past meetings/discussions, possible agenda items, and asked for additional items. The committee discussed staff interaction between the three MPOs, coordination of staff of three MPOs, Joint TAC/CAC meetings with Collier on October 24, regional transit opportunities as suggested item for the joint meeting, FDOT presentation on Burnt Store at October meeting and possible invitation of Charlotte – Punta Gorda MPO Board members.

Agenda Item #8 - Overview of the September 16th MPO Board Meeting Agenda

Mr. Scott presented this agenda item as an Overview of the September 16 MPO Board Meeting Agenda. He said the agenda items include 2023 draft calendar, LCB certification, CAC member

approval, approval of revised priority list, endorsement of aviation priorities, approval of carbon reduction priorities, and Seminole Gulf grant application letter of support. Mr. Scott noted that the Chair, Vice-Chair, and Treasurer will all be absent from the next meeting. The committee discussed the procedure for who will be in line to Chair the meeting and suggestion for the City of Fort Myers representative present at the meeting to Chair the meeting.

Commissioner Kevin Ruane made the motion for the City of Fort Myers to Chair the September 16 MPO Board meeting. Mayor John Gunter seconded the motion. There were no objections, and the motion passed unanimously.

Other Business

Agenda Item #9- Public Comments on Items Not on the Agenda

There were no public comments on items not on the agenda.

Agenda Item #10 – Announcements

Mr. Scott mentioned the upcoming public meetings on grants, SR 739, and SR 78. Mr. Derek Rooney reported on the status of procuring an accountant for the MPO. He said he would provide additional information as it becomes available.

Agenda Item #11 - Information/Distribution Items

The information and/or distribution items included public meeting notices for SR 739 and SR 78.

The meeting was adjourned at approximately 2:07 p.m.

An audio recording of the meeting can be accessed here: [MEC September 7, 2022](#)

* Action Items + May Require Action

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REVIEW AND APPROVE THE TIGER PROJECT DATA COLLECTION SCOPE OF SERVICES

RECOMMENDED ACTION: Review and approve the **attached** TIGER performance data collection scope of services.

The MPO is required to collect performance measure data for the next two years as part of the performance data collection and reporting requirements that came with the TIGER grant requirements back when it was awarded in 2013. The baseline data was collected in 2015, just prior to construction starting. The first year of performance data, after construction completion, was collected in 2019 in mid-December based on the date of project completion. The collection of bicycle pedestrian counts, crash data, and transit ridership are required to be collected each year whereas the survey data collection is required to be collected in 2021 and 2023 (this was also collected for the baseline prior to construction).

The draft scope for this year's data collection is attached for review and approval. The locations identified to collect the counts are illustrated on the exhibits and are consistent with the data locations done in the past.

**Scope of Work
Lee County
Metropolitan Planning Organization**

**Tiger Grant Performance
Measure Data Collection**

The Lee County Metropolitan Planning Organization will use one of its General Planning Consultant's to conduct this project. The Consultant will collect pedestrian and bicycle count data consistent with the baseline data collection that was done in 2015 and as part of the follow up data collection that was done in 2019-2021. The performance data is required to be collected as part of the grant agreement for up to five years after the project is completed.

The following scope of professional services ("scope") describes the specific tasks, deliverables, milestones, project schedule, and project budget required to perform this work. The MPO has identified Don Scott as the Project Manager and main point-of-contact for this project.

TASK 1: KICKOFF PHONE CALL

The CONSULTANT will schedule and conduct a project kick-off phone call with MPO upon the issuance of a Notice to Proceed by the MPO. The CONSULTANT may also present and discuss a list of data/resources that may need to be provided by MPO. The staff from the MPO and the CONSULTANT will decide on how the data/resources will be collected and set an appropriate timeline for completing the effort. The format for the deliverables will be consistent with the previous submitted reports.

TASK 2 – BICYCLE AND PEDESTRIAN DATA COLLECTION

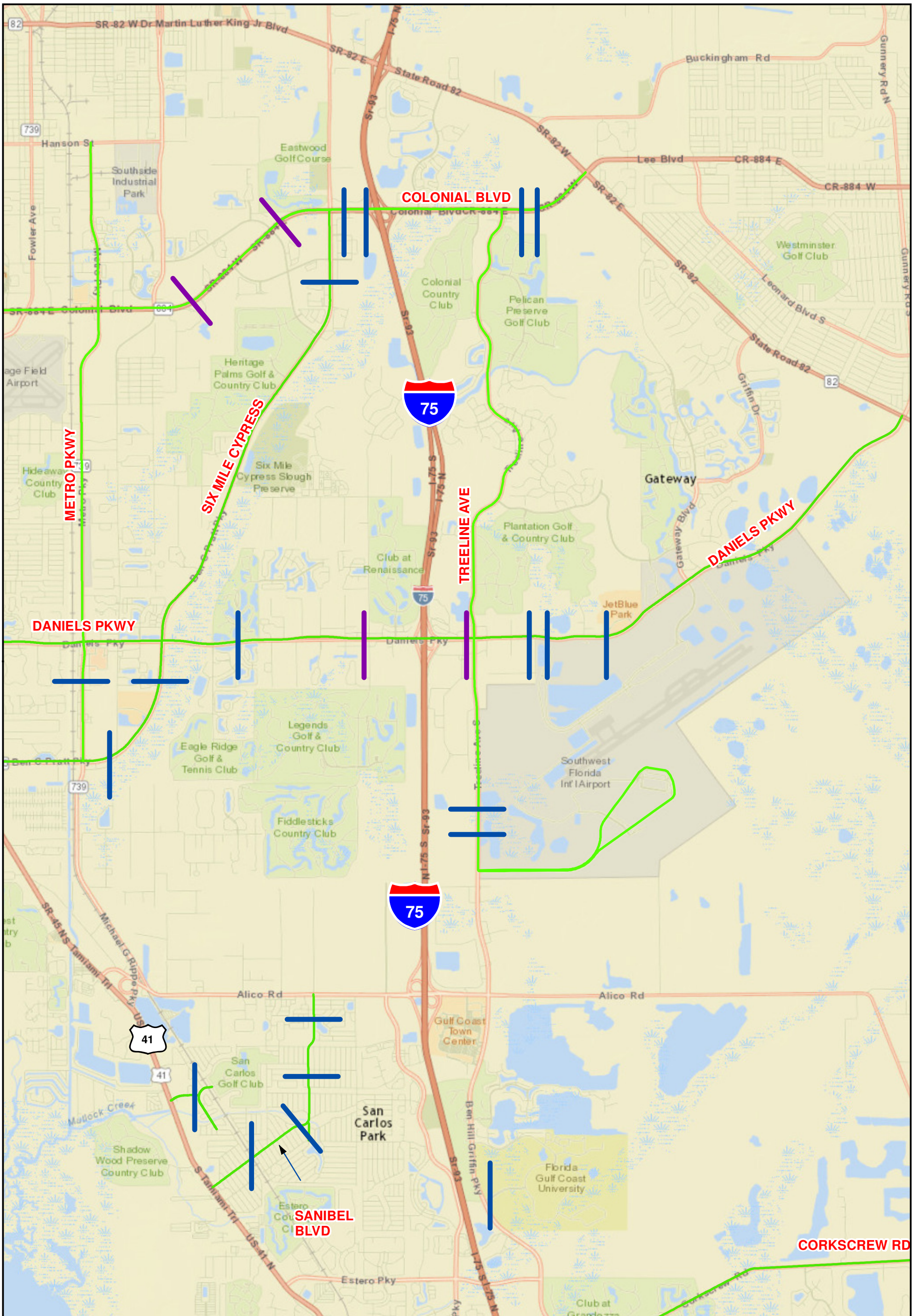
The CONSULTANT will collect pedestrian and bicycle counts at 27 locations shown in Exhibit A. The counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) from 8 AM to 7 PM. In addition, the data will also be collected on a weekend day (Saturday) from 9 AM to 8 PM. The counters will be put out for more than one day on the weekday so that the more optimal, from a weather standpoint, eleven hour time frame can be picked for analysis.

TASK 3 – DELIVERABLES

The CONSULTANT will compile the results of each of the technical work tasks into a concise report that includes narratives, graphs, tables and drawings. The draft report will be submitted electronically in Word for staff review, comment and the addition of the other required performance measures (transit ridership and bus shelters and crash data analysis).

SCHEDULE AND BUDGET

The CONSULTANT will perform all of the tasks identified upon receipt of Notice to Proceed. The fee for this project is TBD.



TIGER V GRANT PROJECT

BICYCLE-PEDESTRIAN COUNT LOCATION MAP

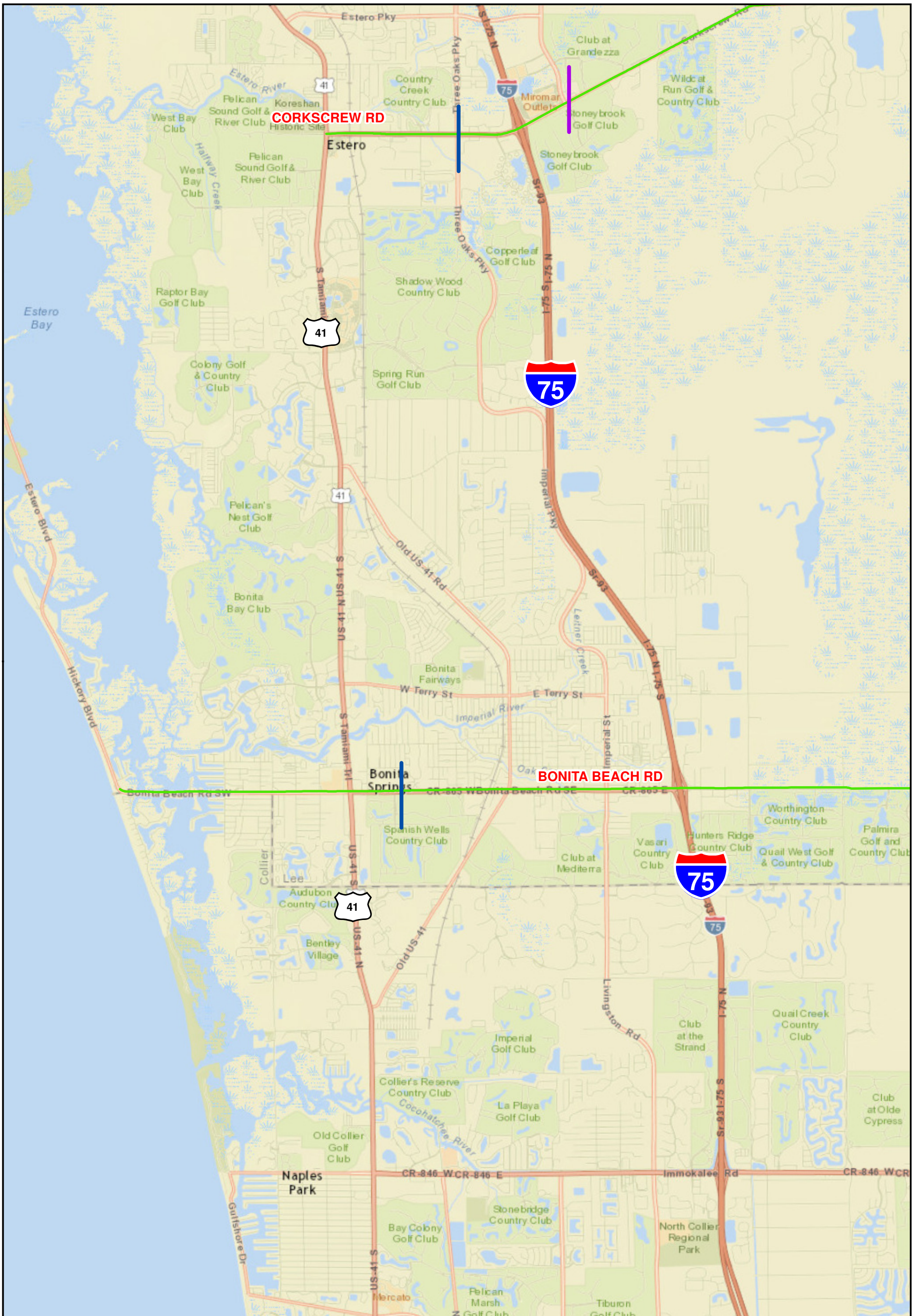
- ONE CAMERA LOCATION
- TWO CAMERA LOCATION

EXHIBIT A

PAGE 1 OF 2



0 0.3 0.6 1.2 Miles



TIGER V GRANT PROJECT

BICYCLE-PEDESTRIAN COUNT LOCATION MAP

- ONE CAMERA LOCATION
- TWO CAMERA LOCATION

EXHIBIT A

PAGE 2 OF 2



0 0.3 0.6 1.2 Miles

UPDATE ON PROJECT AND MEETING SCHEDULE CHANGES

DISCUSSION ITEM:

Staff will provide an update on projects and schedule items, previously discussed prior to Hurricane Ian and are now changing, for information and discussion by the Committee.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

RECOMMENDED ACTION: Discuss the extension of the Executive Director's employment agreement.

The employment agreement with the Executive Director expires on January 30, 2023 and based on the terms of the agreement can be extended by mutual written agreement of the MPO and the Employee. The Executive Director has had an employment agreement with the MPO since 2012 when the MPO separated from the RPC. Attached is the signed agreement from December of 2020.

EMPLOYMENT AGREEMENT BY AND BETWEEN

LEE METROPOLITAN PLANNING ORGANIZATION AND DONALD L. SCOTT

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

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

Section 1: Duties

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

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

Section 2: Term

A. Employee agrees to remain in the exclusive employ of the MPO from the effective date of this Agreement until January 30, 2023; and neither to accept other employment nor to become employed by any other employer until termination of employment pursuant to this Agreement, except as provided in Section 7.

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

Section 3: Expiration, Extension and Modification

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

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

Section 4: Compensation

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

A. Employee shall receive the sum of One hundred twenty thousand six hundred sixty six dollars (\$120,666) base pay annually, payable in bi-weekly installments.

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

Section 5: Performance Evaluation

The MPO Executive Committee shall review and evaluate the performance of the Employee each year when the new officers are elected in accordance with the procedures included in the MPO bylaws.

Section 6: Hours of Work

It is recognized that the Employee must devote a great deal of time outside normal office hours (Monday through Friday from 8:00am to 5:00pm) to the business of the MPO and, in recognition of that fact, the Employee's hours will be flexible within reasonable bounds. Except as otherwise directed by the MPO, the manner and means of

performance of the duties herein shall be determined by the Employee. All acts performed by the Employee, explicitly or implicitly, on behalf of the MPO, within the scope of this employment, shall be deemed authorized by the MPO as its agent, except that any act which constitutes willful misconduct or which may be unlawful shall be deemed to be an individual act of the Employee without authority of the MPO.

Section 7: Outside Activities

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

Section 8: Travel and Travel Expenses

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

Section 9: Dues and Subscriptions

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

Section 10: Professional Development

- A. The MPO agrees to pay the registration, travel and subsistence expenses of the Executive Director, to the extent permitted by Florida and Federal laws and policies, for professional and official travel, meetings and occasions, adequate to continue the professional development of the Executive Director, and to adequately pursue necessary official and other functions, subject to its approved annual budget.
- B. The MPO agrees to pay for the registration, travel and related expenses of the Executive Director, to the extent permitted by Florida and Federal laws and policies, for short courses, institutes and seminars that are necessary for his professional development and for the good of the MPO.

Section 11: Comprehensive Benefit Package

- A. Employee is a salaried full time employee qualified under the laws relating to the Florida Retirement System and, except as modified herein, shall be entitled to all benefits and prerogatives of other MPO employees, as set forth in the MPO Personnel Policy, except as may be supplemented or modified in this agreement.
- B. The Employee shall be eligible for participation in the Senior Management Service Class for the purpose of retirement benefits in the Florida Retirement System
- C. The MPO shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and condition are not inconsistent with or in conflict with the provisions of this agreement or Florida and Federal laws.

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

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

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

Section 12: Rule of Conduct

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

Section 13: Suspension

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

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

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

Section 14: Termination

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

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

B. The Employee may be removed, on public notice given seven (7) days in advance by a 2/3 majority vote of the members of the MPO. In the event the Employee is terminated under this provision then the MPO shall pay the Employee a lump sum cash payment equal to three (3) month's aggregate salary, as Severance Pay, as well as any accrued paid time off up to the limits noted in the MPO's adopted personnel procedure manual. If the Employee is terminated due to violation of the Florida Ethics Code, any state or federal felony, or any federal ethics regulation applicable to federal funds recipients, or if the Employee is terminated for "misconduct" as defined in Section 443.036(29), Florida Statutes, then, Employee shall not be entitled to any Severance Pay.

C. In the event that Employee's employment with the MPO terminates as a result of the expiration of the term of the Agreement, Employee shall not be entitled to receive Severance Pay; however,

Employee shall be entitled to payment for accrued Paid Time Off "PTO" in accordance with MPO policies which are applicable to non-bargaining unit employees at that time.

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

Section 15: Termination Due to Death or Disability

This agreement shall immediately terminate upon death of the Employee. In the event that the Employee becomes disabled with a serious health condition that prevents the Employee from safely performing the essential functions of the Employee's position, with or without reasonable accommodation, for a total period of ninety (90) days within any three hundred and sixty five (365) period, this Agreement may be terminated by the MPO. If this Agreement is terminated due to death or disability of the employee, Employee and/or Employee's estate shall not be entitled to any Severance Pay, but would be entitled to payment for any paid leave that has been accrued but has not been used through the date of termination.

Section 16: Resignation

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

Section 17: Indemnification

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

Section 18: Notices

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

(1) AUTHORITY: Derek Rooney
1404 Dean Street, Suite 300
Fort Myers, Florida 33901

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

Notices shall be deemed effective upon delivery or receipt.

Section 19: General Provisions

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

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

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

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

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

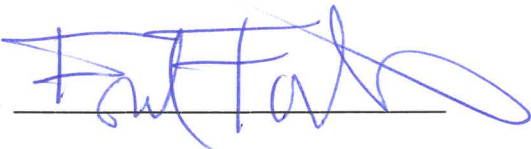
F. The rights and obligations herein granted are personal in nature and cannot be transferred by Employee except as provided in any of the benefits Employee is entitled to under this Agreement.

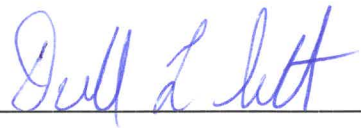
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SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties below have caused this Agreement to be duly executed on 18th day of Dec., 2020.

LEE MPO

EMPLOYEE

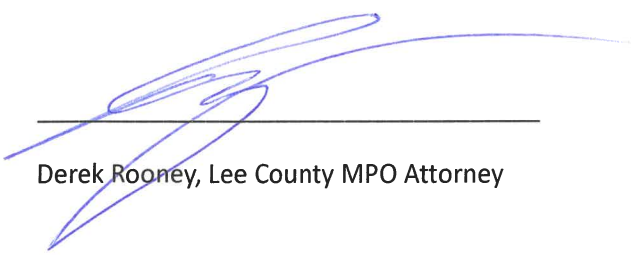
BY: 



Councilman Fred Forbes, Chair

Donald L. Scott

Approved as to form and legal sufficiency:



Derek Rooney, Lee County MPO Attorney

**DISCUSSION ON THE PROPOSED GREENHOUSE GAS
EMISSIONS PERFORMANCE MEASURES**

DISCUSSION ITEM:

The FDOT and MPO currently have set performance measure targets for safety, transit, bridge condition, pavement condition and system performance that are reported periodically. Recently Federal Highway sent out a proposed rule that would require the State DOTs and MPOs to set declining greenhouse gas emissions targets. The proposed target reduction is to be based on an established baseline in 2021 and is expressed as a rate of emission to vehicle miles traveled on the National Highway System. If this is approved as proposed there will be numerous issues with Florida and the MPOs meeting a declining performance measure. Some of these issues are identified in the **attached** letter from FDOT to USDOT but staff will also provide additional information at the meeting.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 13, 2022

Docket Management Facility
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Re: National Performance Management Measures; Assessing Performance of the National Highway System, Greenhouse Gas Emissions Measure, Docket No. FHWA-2021-0004

The Florida Department of Transportation (FDOT) appreciates the opportunity to comment on the Federal Highway Administration's (FHWA) Notice of Proposed Rulemaking on National Performance Management Measures, Assessing Performance of the National Highway System, Greenhouse Gas Emissions Measure (Docket No. FHWA-2021-0004).

FDOT and our transportation partners, including Florida's 27 Metropolitan Planning Organizations (MPOs), have a long history of measuring the performance of the transportation system and adapting policies, plans, and programs to help accomplish performance goals. Florida law establishes a framework for transportation performance management, with FDOT policy linking performance measures to planning and programming decision making. This ensures informed decisions on transportation system performance, agency operations, and program outcomes.

While the intent of the proposed rule is important, the implementation of the proposed rule is also important. Federal regulations should not burden states with overreaching or unnecessary requirements that may impact successful implementation. FDOT strongly encourages FHWA to consider this balance as it moves forward in the rulemaking process.

Instead of prescriptive targets and timelines, FDOT recommends FHWA allow states flexibility to make decisions based on the needs of their communities. Regulations should be broad enough to include the unique current characteristics and evolving conditions of all 50 states.

Timing of Proposed Target setting and Reporting Requirements

The proposed rule would require that state departments of transportation establish initial targets for greenhouse gas (GHG) performance measures no later than October 1, 2022. Comments on the proposed rule are due October 13, 2022, 12 days AFTER the deadline for target setting. It is impractical to require states to set targets before a rule is promulgated.

In order to establish targets, states must gather data, analyze, and calculate historic trends, coordinate among various functional areas, and review policy. The proposed measure requires the use of data sets controlled by FHWA, which are not currently available to state DOTs. Additionally, state DOTs are required by the proposed rule to coordinate the state performance targets with their metropolitan planning organizations. In the case of Florida, coordinating with 27 MPOs on new performance targets requires several months of collaboration.

Other rules requiring performance measures and targets provided at least one year for states to coordinate and establish state targets. Florida strongly encourages FHWA to extend the target-setting deadline and to consider alignment with the schedule that already exists for pavement and bridge conditions and mobility measures.

Declining Targets and Target Timeframes

As the nation's third most populous state, Florida's population is projected to grow from 21.5 million residents in 2020 to 27.8 million residents by 2050. Out-of-state visitors to Florida are projected to increase 55 percent between 2019 and 2031. Florida continues to experience growth in vehicle miles traveled (VMT), as a result of the growth in population and visitors. The proposed rule requires that states set declining targets from an established baseline, to show improvements in GHG emissions. Realistically, this presents a challenge when VMT is increasing and population is growing, especially for 2- and 4-year targets.

A GHG performance measure expressed as a rate of emissions to VMT, or population would provide better context. States should not be penalized for population or economic growth.

The most promising strategies to affect reductions in on-road tailpipe emissions are those that will take more time to build, implement, or adopt. States will have little influence to achieve progress toward short-term, 2- and 4-year targets.

FHWA is also proposing 8- and 20-year targets, which are more realistic. FDOT prefers 8- and 20-year targets over 2- and 4-year targets and respectfully suggests that the establishment of four separate targets for four time periods is overreach and a burden to states.

MPO Requirements

The proposed rule requires MPOs to establish GHG targets for their MPO area, as well as for urbanized areas that may cross MPO jurisdictions (Figure 1). Creating 2-, 4-, 8-, and 20-year targets for the state, 27 MPOs, and at least 10 urbanized areas would mean at least 115 new targets for Florida. Not only does this create undue burden for the MPOs; it also creates undue burden for FDOT. FDOT monitors and tracks performance measures and targets for all federal measures for its 27 MPOs as part of its oversight responsibilities.

The proposed rule requires state DOT to review and, in essence, approve, the MPOs' approach to calculating metrics and targets. For FDOT, this means potentially validating 27 different approaches to GHG calculations.

Given transportation emissions are not physically contained within a jurisdictional boundary, it is unclear how performance targets specific to an urbanized area will create improvements above those coming from performance targets specific to an MPO area. The proposed rule should provide limited options for metrics, with any validation responsibility assigned to FHWA, and should not require targets for BOTH urbanized areas and MPO areas.

Thank you for the opportunity to provide these comments. Please do not hesitate to contact FDOT in regards to any of or comments. Your main point of contact will be Brad Thoburn, Assistant Secretary of Strategic Development. You can contact him by email at brad.thoburn@dot.state.fl.us or by phone at 850-414-5235.

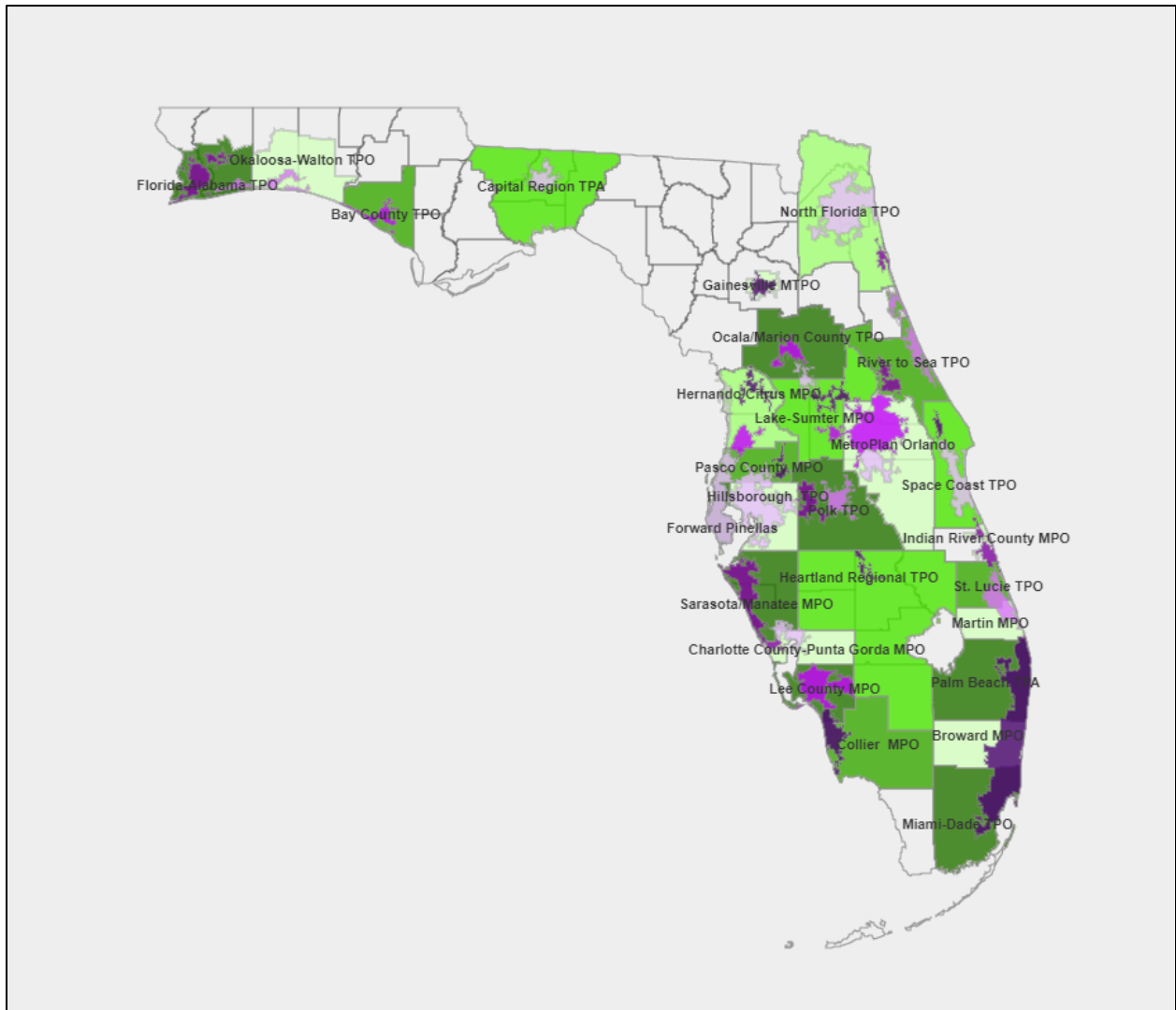
Sincerely,

Jared W. Perdue, P.E., Secretary
Florida Department of Transportation

JP:drs

Enclosures: Florida Urbanized Areas and MPO Boundaries

Figure 1 - Florida Urbanized Areas and MPO Boundaries
(Urbanized areas shown in light to dark purple. MPOs shown in light to dark green.)



CURRENT TRAFFIC INFORMATION FROM CONTINUOUS COUNT STATIONS IN THE AREA

INFORMATION ITEM:

Over the last couple of weeks staff has been monitoring the continuous count stations in the area that can provide real time traffic volumes (on I-75 in Lee County the station is located just south of Daniels Parkway) to respond to comments about traffic conditions since the storm. Attached are two of the traffic count data snips, one from October 10th and 11th and one from October 30th and 31st. The data for I-75 over the last month has shown increases of 10% to 20% over the historical three year mean (2016-2018), but there have been hours of the day that are 50% to 80% over the historical mean.

FDOT Real-Time Hourly Report

Indicator percentages and speed information for most recent available hour for site(s)...

Filter b... No corr...
Filter by... No num...
Filter by... No dire...
Emergency Sho... All Sites

Traffic Monitoring Stations (symbols are % diff from 3-year average hourly volume)

Site ID: 120184

University of South Florida, County of Lee, FL, Esri, HE... Powered by Esri

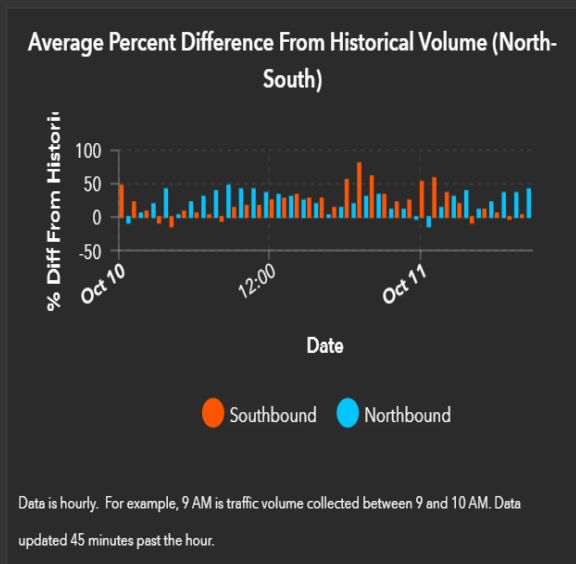
Dashboard and data sources are dynamic. Reload dashboard to clear cache. Data updated at 45 minutes past the hour.

Historical volume is a 3-year mean (2016-2018) for each month/day/hour.

Data updated at 45 minutes past the hour. Please refresh dashboard using your browser's reload button to obtain the most recent data.

[Dashboard User Guide](#)

1 station (NB)		1 station (SB)		0 stations (EB)		0 stations (WB)	
Volume Difference (Northbound)	18.5% Observed vs Historical	Volume Difference (Southbound)	10.8% Observed vs Historical	Volume Difference (Eastbound)	4.1% Observed vs Historical	Volume Difference (Westbound)	9.5% Observed vs Historical
Avg Speed (N)	+3.2% Observed vs Posted 65 mph	Avg Speed (S)	+1.6% Observed vs Posted 64 mph	Avg Speed (Eastbound)	0% Observed vs Posted 63 mph	Avg Speed (Westbound)	-8.6% Observed vs Posted 56 mph



Description

Vol Diff (N/S)

Vol Diff (E/W)

FDOT Real-Time Hourly Report

Indicator percentages and speed information for most recent available hour for sit...

Filter ... No cor...
Filter b... No nu...
Filter b... No dire...
Emergency Sho... All Sites

Traffic Monitoring Stations (symbols are % diff from 3-year average hourly volume)



Esri, HERE, Garmin, USGS, EPA, NPS | University of ... Powered by Esri

Dashboard and data sources are dynamic. Reload dashboard to clear cache. Data updated at 45 minutes past the hour.

Data in gauges and indicators are for traffic monitoring stations visible or selected in map and represent the most recent hourly data available for each site.

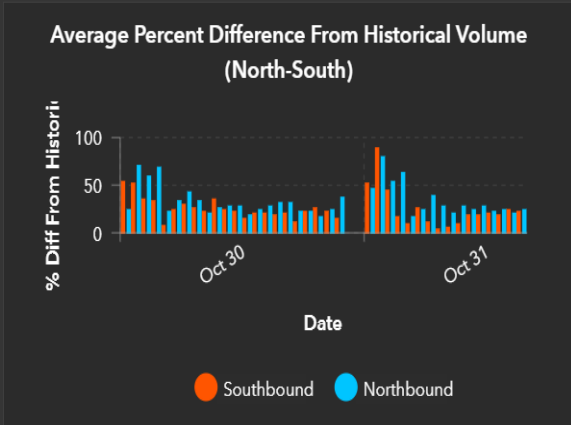
Historical volume is a 3-year mean (2016-2018) for each month/day/hour.

Data updated at 45 minutes past the hour. Please refresh

◀ Description ▶

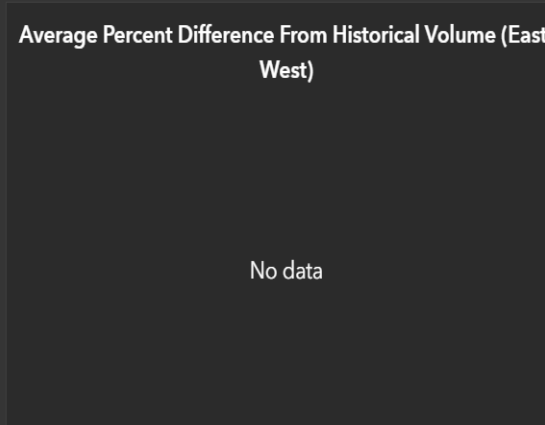
1 station (NB)
1 station (SB)
0 stations (EB)
0 stations (WB)

Volume Difference (Northbound) 11.3% <small>Observed vs Historical</small>		Volume Difference (Southbound) 12.9% <small>Observed vs Historical</small>		Volume Difference (Eastbound) 15.3% <small>Observed vs Historical</small>		Volume Difference (Westbound) 7.7% <small>Observed vs Historical</small>	
Avg Speed (N) 66 mph	Speed Difference (Northbound) +4.7% <small>Observed vs Posted</small>	Avg Speed (S) 64 mph	Speed Difference (Southbound) +0.7% <small>Observed vs Posted</small>	Avg Speed (Eastbound) 66 mph	Speed Difference (Eastbound) +7.5% <small>Observed vs Posted</small>	Avg Speed (Westbound) 60 mph	Speed Difference (Westbound) -2.8% <small>Observed vs Posted</small>



Data is hourly. For example, 9 AM is traffic volume collected between 9 and 10 AM. Data updated 45 minutes past the hour.

◀ Vol Diff (N-S) ▶



Data is hourly. For example, 9 AM is traffic volume collected between 9 and 10 AM. Data updated 45 minutes past the hour.

◀ Vol Diff (E-W) ▶

OVERVIEW OF THE NOVEMBER 18TH MPO BOARD MEETING AGENDA

DISCUSSION ITEM:

The MPO staff will provide an overview of the November 18th MPO Board meeting agenda.