

Lake~Sumter MPO - June 2022 Governing Board Meeting (2:00 p.m.)

Please register for Lake~Sumter MPO - Governing Board Meeting (2:00 p.m.) on June 22, 2022

<https://attendee.gotowebinar.com/register/8162717573095552783>

After registering, you will receive a confirmation email containing information about joining the webinar.

2 p.m. Call to Order by the Chair

- A. Invocation / Pledge of Allegiance
- B. Proper Noticing
- C. Roll Call – Determination of Quorum
- D. Chair's Announcements

I. UPDATE

Proposed revisions to today's Agenda

II. OPPORTUNITY FOR PUBLIC COMMENT *(on Agenda or general comments)*

Any person may request permission from the Chair to speak to an item on the Agenda by coming to the meeting in person or by sending an email to mwoods@lakesumtermpo.com containing the speaker's full name and email address, phone number, and the agenda item to be discussed. Emailed requests should be submitted at least 24 hours in advance of the scheduled meeting or workshop. A link will be sent to those speakers, who will be allowed to virtually address the Board (or Committee) through the GoToWebinar web application on meeting day. A three-minute time limit will be imposed for each speaker.

III. CONSENT AGENDA

Consent approval is requested for the following items:

- A. Consideration to approve, April 27, 2022, MPO Governing Board Meeting Minutes
- B. Consideration of Financial Report as presented by Milestone Professional Services.
- D. Consideration of Approval of the FDOT Metropolitan Planning Organization Agreement for FYs 2023-2024 Authorizing Execution by Chair.
- E. Consideration of Approval of Resolution 2022-6 Authorizing Execution of Transportation Disadvantaged Trust Fund Grant Agreements
- F. Consideration to Approve Resolution 2022-7 Approving the FY 2022/23 MPO Budget
- G. Review and Approval of the Public Participation Plan Annual Report for FY 2020/2021
- H. Review and Approval of the FY2022 MPO Federal Performance Measure Report Card

IV. ACTION ITEMS

A. 2022 LIST OF PRIORITY PROJECTS (LOPP).

Consideration of Resolution 2022-3 Approving the 2022 List of Priority Projects.

As a Metropolitan Planning Organization, Lake~Sumter MPO is responsible for setting priorities for transportation funding in Lake and Sumter County. Each year, the MPO develops a priority list of projects, which is then shared with the Florida Department of Transportation for consideration in developing the department's five-year work program.

Our priority list includes projects for all modes of travel. Projects are ranked through an iterative process that considers connectivity, project readiness, and balancing the needs of all users of our transportation system.

Separate lists are maintained for Regional Trails and Bicycle and Pedestrian projects that are used to advance Transportation Alternatives projects and funding. These lists are reevaluated each year to update project status descriptions, remove completed projects, and reconsider the relative ranking of the transportation projects due to evolving conditions and needs

Attachments: Final Draft 2022 List of Priority Projects

Staff recommends approving the 2022 List of Priority Projects as presented.

B. 2023-2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Consideration of Resolution 2022-04 Approving the FY2023 – 2027 Transportation Improvement Program.

As the metropolitan planning organization for Lake and Sumter County, Lake~Sumter MPO adopts a Transportation Improvement Program (TIP) by July 1 annually to ensure that Lake and Sumter County are eligible to receive State and Federal funding for transportation projects. The TIP contains project descriptions, schedules, and corresponding funding allocations regarding transportation improvement projects for the Florida Department of Transportation (FDOT), the 21 local governments of Lake and Sumter County, Lake County Transit, and Sumter County Transit, and local airports. The projects include construction, reconstruction, capital purchases, and maintenance work associated with roads, sidewalks, trails, transit services, airports, and the Transportation Disadvantaged Program. The TIP also identifies the MPO's priority projects for State and Federal funding

Attachments: Final Draft FY 2023 – 2027 Transportation Improvement Program

Staff recommends approving Resolution 2022-4 adopting the Transportation Improvement Program for FY2023-2027 as presented.

C. 2045 LONG RANGE TRANSPORTATION AMENDMENT (LRTP).

Consideration of Resolution 2022-5 Amending the TRANSPORTATION 2045 Long Range Transportation Plan

2045 Long Range Transportation Plan is a strategic plan to improve mobility and economic opportunity in Lake and Sumter County. As a metropolitan planning organization,

Lake~Sumter MPO determines what transportation projects should receive state and federal funding in Lake and Sumter County with its long-range plan.

The plan identifies the major transportation needs for our communities and enables them to receive critical funding in the future – without inclusion in the plan, a transportation project cannot be eligible for this funding resource and may not be built. Lake~Sumter MPO creates a new Long Range Transportation Plan every five years.

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, requests changes to be made to the Lake~Sumter Metropolitan Planning Organization's Adopted 2045 Long Range Transportation Plan (LRTP) to reflect the Department's Work Program. This amendment has been developed to update the 2045 LRTP for planning consistency.

Attachments: FTE LRTP Amendment Request Letter, 2045 LRTP Amendment Packet

Staff recommends approval of the 2045 LRTP Amendment as presented.

V. REPORTS, PRESENTATIONS, STUDIES

1. *FDOT – Construction Status Report – Rakinya Hinson*
2. *Florida Turnpike Enterprise (FTE) – Siaosi Fine*
3. *Central Florida Expressway – Emily Brown*
4. *County Transit Reports – Information only*
5. *MPO Studies: Main Street Complete Streets Study (City of Leesburg) – Final Preferred Concept Plan – information only.*

VI. BOARD MEMBER COMMENTS:

VII. ADJOURNMENT NEXT MEETING: AUGUST 24, 2022 @ 2:00 PM,

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above-named board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any proceedings should contact (352) 315- 0170 48 hours before the meeting.

I. CONSENT AGENDA

Consent approval is requested for the following items:

- A. Consideration to Approve, April 27, 2022, MPO Governing Board Meeting Minutes
- B. Consideration of Financial Report as presented by Milestone Professional Services.
- D. Consideration of Approval of the FDOT Metropolitan Planning Organization Agreement for FYs 2023-2024 Authorizing Execution by Chair.
- E. Consideration of Approval of Resolution 2022-6 Authorizing Execution of Transportation Disadvantaged Trust Fund Grant Agreements
- F. Consideration to Approve Resolution 2022-7 Approving the FY 2022/23 MPO Budget
- G. Review and Approval of the Public Participation Plan Annual Report for FY 2020/2021
- H. Review and Approval of the FY2022 MPO Federal Performance Measure Report Card



MEETING MINUTES
Wednesday, April 27, 2022
Lake~Sumter MPO
1300 Citizens Blvd, Suite 175
Leesburg, FL 34748

Members Present:

Commissioner Doug Shields
Commissioner Josh Blake (Past Chair)
Commissioner Craig Estep (Chair Elect)
Commissioner Roberta Ulrich
City Commissioner Ed Freeman
Mayor Dan Robuck (Chair)
Councilmember Cal Rolfson (1st Vice Chair)
Council Member Sandy Gamble
City Commissioner John Mobilian
Councilor Ed Conroy (Lake At Large Rep)
Mayor Joe Wynkoop
City Commissioner Joe Elliott
Board Member Sally Moss

Representing:

Lake County BCC
Lake County BCC
Sumter County BCC
Sumter County BCC
Town of Lady Lake
City of Leesburg
City of Mount Dora
City of Tavares
City of Fruitland Park*
Town of Howey-in-the-Hills
Town of Montverde*
City of Wildwood*
Sumter County Schools**

Members Absent:

Commissioner Sean Parks
Commissioner Kirby Smith
Commissioner Leslie Campione
Councilmember Jim Purvis
City Commissioner Nan Cobb
Mayor Pat Kelley
Vice-Mayor Mitchell Mack
Mayor Evelyn Wilson
Councilmember Steven Sheffield
Councilmember Katherine Adams
Mayor Bil Spaude
Councilmember Charles Felton (Sumter At Large Rep)
Mayor Bobby Yost
Pete Petree
Mollie Cunningham

Lake County BCC
Lake County BCC
Lake County BCC
City of Clermont
City of Eustis
City of Minneola
Town of Astatula*
City of Groveland*
City of Mascotte*
City of Umatilla*
City of Bushnell*
City of Coleman
City of Webster*
Florida Central Railroad**
Lake County Schools**

*Denotes non-voting members

**Denotes ex-officio, non-voting member

Staff:

Mike Woods
Doris LeMay
David Langley

Executive Director
Executive Assistant
Lake County Attorney

Call to Order/Invocation/Pledge of Allegiance/Notice/Roll Call/Chairman's Announcements/Executive Director's Announcements

The meeting of the Lake-Sumter Metropolitan Planning Organization (MPO) was called to order at 2:02 p.m. by Chair Dan Robuck. Chair Dan Robuck observed a moment of silence and led the pledge of allegiance. Staff announced the meeting was properly noticed. The roll was called, at which time it was noted a quorum was present (10 voting members present). Motion was made by Ed Conroy to allow voting by Governing Board members in attendance virtually, seconded by Commissioner Craig Estep and carried by a vote of 10-1, the Lake~Sumter MPO approved voting by virtual Board members.

I. UPDATE
None

II. OPPORTUNITY FOR PUBLIC COMMENT
None

III. CONSENT AGENDA

Tab 1 Consent approval is requested of the following items:

- A. Consideration to approve February 23, 2022, MPO Governing Board Minutes
- B. Consideration of Financial Report as presented by Milestone Professional Services.

Motion was made by Commissioner Josh Blake, seconded by Cal Rolfson and carried by a vote of 10-0, the Lake~Sumter MPO Approved Items A and B of the Consent Agenda.

Tab 2 ACTION ITEMS

- A. Lake~Sumter MPO FY 2022/23-2023/24 Unified Planning Work Program (UPWP).
Michael Woods, Lake Sumter MPO provided a brief overview of the UPWP.

Motion was made by Cal Rolfson, seconded by Commissioner Josh Blake and carried by a vote of 10-0, the Lake~Sumter MPO approved the MPO FY 2022/23-2023/24 UPWP.

Tab 3 DISCUSSION ITEMS

- A. 2021 State of the System Report – Amber Gartner, P.W., presented the 2021 Congestion Management Process Update. Discussion continued.
- B. Working Draft 2022 List of Priority Projects (LOPP) – Jim Wood, Mike Vaudo
Kimley Horn & Associates
- C. Draft Transportation Improvement Program (TIP) – Richard Littlefield, HDR

IV. REPORTS, PRESENTATIONS, STUDIES

- A. SR 471 Webster Complete Streets Project Update – Ali Brighton
- B. FDOT – Rakinya Hinson
- C. Florida Turnpike Enterprise (FTE) Report – Siao Si Fine
- D. Lake County Transit Report
- E. Informational Items: IJA Funding, 2022 Census Data

V. BOARD MEMBER COMMENTS:

Letter from Groveland's Mayor Evelyn Wilson, thanking Board for placing Groveland's project on the number 1 position on the LOPP.

VI. ADJOURNMENT NEXT MEETING:

There being no further business to be brought to the attention of the Lake-Sumter Metropolitan Planning Organization the meeting was adjourned at 3:33 p.m.

Dan Robuck, Chair



Financial Report

Lake-Sumter Metropolitan Planning Organization

For the period ended March 31, 2022

(unaudited)

Background

The Lake-Sumter Metropolitan Planning Organization (MPO) has been designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Lake-Sumter Urban area. Organized in accordance with Title 23 CFR Section 450.308(c) and Florida Statute 339.175(9), the MPO prepares an annual Unified Planning Work Program (UPWP). This document identifies the planning priorities and activities to be carried out for the fiscal year and the revenue sources and anticipated expenditures related to each approved task of the work program. Annually the MPO Board adopts a budget that summarizes the revenues and expenditures identified in the UPWP.

The MPO has entered into an agreement with the Lake County Board of County Commissioners for certain support services. Under this agreement, Lake County (the County) serves as the custodian of the MPO's funds and advances the MPO operating cash through their pooled cash account until reimbursement of grant funds is received by the MPO. The County accounts for the transactions of the MPO in a separate fund within their general ledger and prepares various general ledger reports to assist the MPO with its cash management responsibilities. Financial data to prepare this report was obtained from the Finance Department of Lake County and accruals for anticipated revenue and expenditure items were identified with their assistance. The financial information contained herein was prepared as of March 31, 2022.

Financial Summary

The financial information contained in this report is as of March 31, 2022 (75% of fiscal year elapsed). Revenues exceeded expenditures due to timing differences of accruals. Since the County only performs expenditure accruals at June 30 and Sept 30 period ends, some expenditures in this reporting period were not accrued to line up with the reimbursements received by FDOT. Due to this timing difference, the fund balance reflected below will be more accurate in the June 30 and Sept 30 quarterly reports. A summary of revenues and expenditures for each of the major funding sources is shown below:

<i>REVENUES</i>	2022 Revised Budget*	As of 03-31-22 YTD Actuals	Budget Variance	% Received
<u>115 LAKE SUMTER MPO</u>				
Highway Planning & Construction-PL & SL	\$ 1,119,177	\$ 611,431	\$ 507,746	54.63%
Fed Transit Metro - 5305 FY 20/21	124,005	-	124,005	0.00%
Fed Transit Metro - 5305 FY 19/20	55,000	61,019	(6,019)	110.94%
CTD Planning Grants	50,005	22,052	27,953	44.10%
Contributions - Other Local	20,000	58,235	(38,235)	100.00%
Beginning Fund Balance	15,000	-	15,000	0.00%
Total Revenues	1,383,187	752,738	630,449	54.42%
<u>EXPENDITURES</u>				
<u>115 LAKE SUMTER MPO</u>				
Total Personal Services	\$ 249,764	\$ 194,085	\$ 55,679	77.71%
Total Operating	1,084,423	467,710	616,713	43.13%
Grants and Aids	5,000	5,000	-	100.00%
Administration Costs	29,000	21,750	7,250	75.00%
Total Expenditures	1,383,187	688,545	694,642	49.78%

* Reflects carryforward amounts for grants from 2021 and beginning fund balance.

<i>BFB and Revenues</i>	752,738
<i>Expenditures</i>	688,545
<i>EFB</i>	\$ 64,193

Invoice Submittal Status

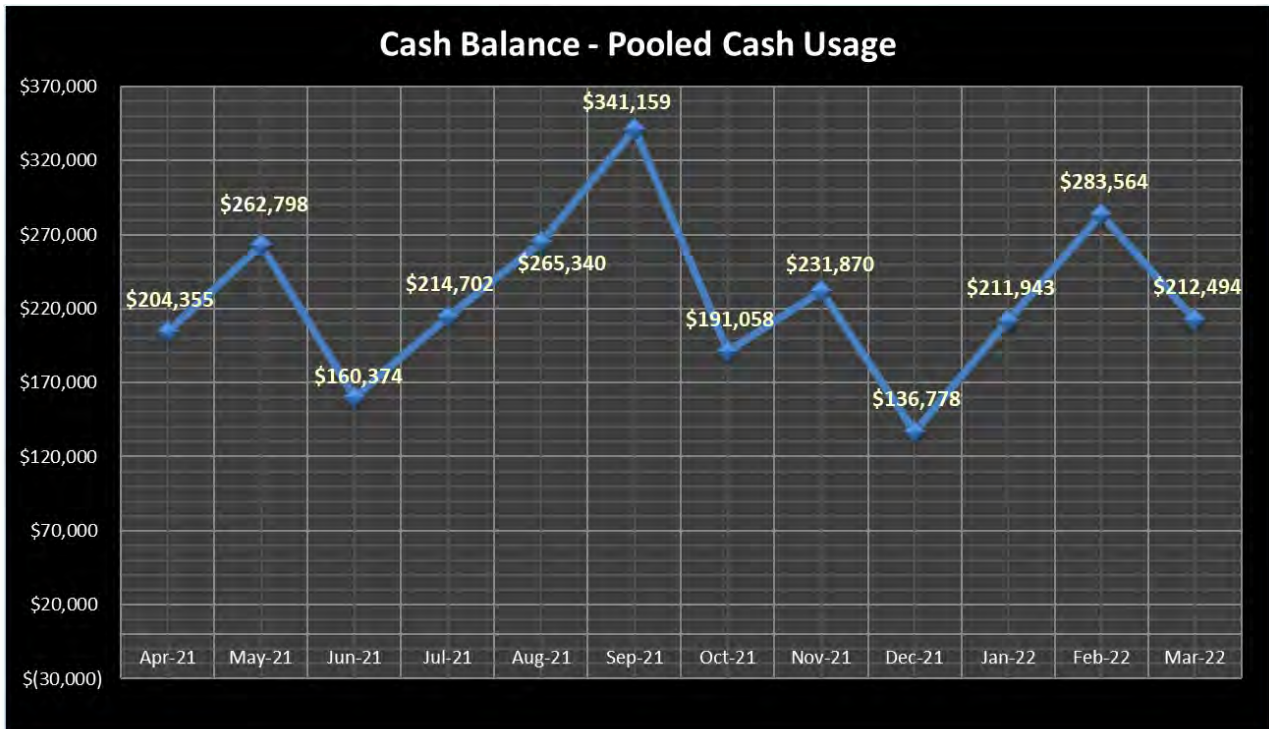
PL-112/SL FHWA Planning Grant - Reimbursable expenditures under the Fiscal 21/22 grant for the period January 1 through March 31st were invoiced in June 2022 in the amount of \$284,626.18. Per request from FDOT, PL and SL invoicing is now being performed quarterly using the accrual basis. Since the accrual basis is being used, invoicing is prepared from 2-3 months after the quarter end date to allow time to receive all vendor invoices. As of the date of this report, reimbursable expenditures for April thru June 30th are currently being compiled and will be submitted sometime in September 2022.

FTA Section 5305(d) Planning Grant – The invoice for the period January 1st through April 15th in the amount of \$21,042.61 was submitted in May 2022. A reimbursement request for expenditures from April through June 30th is currently being compiled and will be submitted sometime in September 2022.

CTD Planning Grants – The Commission for Transportation Disadvantaged Planning Grants represents \$50,005 of the fiscal 2022 budget. As of March 31st, \$22,052 had been received in revenue for the first, second and third quarters.

Cash Management

The MPO is allowed to utilize Lake County’s pooled cash account (up to \$500,000) to cover expenditures until grant reimbursements are received. The graph below reflects the MPO’s utilization of County pooled cash for the past twelve - month period.



The MPO cash balance fluctuates due to the timing of invoice submittal, the timing of the receipt of cash for the amounts invoiced as well as the continual incurrence of operating expenditures regardless of an influx of cash from invoice reimbursement. The cash balance as of March 31, 2022, was \$212,494.

The cash utilization as of June 15, 2022, the date of this report, is \$459,940. All invoices for January – March charged costs were submitted, and the PL/SL was not yet received. Notification of FDOT’s invoice approval was received so payment is expected within the coming week. The remaining cash utilization relates to April 1st through June 15th expenditures that have not yet been submitted for reimbursement. Since our FHWA PL112/SL and FTA 5305(d) billings are now performed quarterly using the accrual basis, the MPO may carry a cash utilization balance equal to just over five months operating expenditures in future periods.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

Financial Project No.: <u>439329-4-14-01</u> <hr/> (item-segment-phase-sequence) <hr/> Contract No.: <u>G2795</u> <hr/> CFDA Number & Title: <u>20.205 Highway Planning</u>	Fund: <u>PL</u> <hr/> Function: <u>615</u> <hr/> Federal Award Identification No. (FAIN): <u>0457-060-M</u> <hr/> MPO SAM No.: <u>YNGDZU5GESN9</u>	FLAIR Approp.: <u>088854</u> <hr/> FLAIR Obj.: <u>780000</u> <hr/> Org. Code: <u>55052000532</u> <hr/> Vendor No.: <u>F371882383001</u>
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THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this [enter date] day of June 2022, 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, 719 South Woodland Boulevard, Deland, FL 32720 and the Lake-Sumter Metropolitan Planning Organization (MPO), whose address is 1300 Citizens Boulevard, Leesburg, FL 34748, and whose System for Award Management (SAM) Number is: YNGDZU5GESN9 (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 **\$1,794,558.00**. 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
<u>439324-4-14-01</u>	<u>\$1,794,558.00</u>

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, 2022 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2024. If the Agreement is fully executed after July 1, 2022, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2024. 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.

- 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

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

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

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

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

- 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.

- 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 Lake-Sumter 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.

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.

- 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

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

MPO

Florida Department of Transportation

Lake Sumter MPO

MPO Name

Jack Adkins

Signatory (Printed or Typed)

Department of Transportation

Signature

Signature

Title

Director of Transportation Development

Title

Legal Review
MPO

Legal Review
Department of Transportation

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:** \$1,794,558.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: See UPWP

****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.fsr.gov

Exhibit "C"
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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
METROPOLITAN PLANNING ORGANIZATION AGREEMENT

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).

Exhibit “D”
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>.

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	Function	615	CSFA No.	55.002
Org. Code	55120000952	Contract No	G2953	Vendor No.	37-1882383

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
PLANNING GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 27,465.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation in the Project in the amount of \$ 27,465.00 as detailed in Exhibit "B".

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. 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 in Exhibits A and B 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.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Deliverables: The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or 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 Grantee 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 Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or 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 Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee 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 Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission 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 Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by 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.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee 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 Grantee's audit period for each applicable audit year. In the event the Grantee 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 Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee'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 both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 Grantee, 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 Grantee in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Grantee'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 Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee'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 Grantee 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 Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO 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 Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2023.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any

grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected 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.

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 Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and 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.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee 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 financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee 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 Grantee's sovereign immunity. Additionally, the Grantee 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 Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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 Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2023. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2023.

15.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (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 forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee 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 Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2022-6

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION; AUTHORIZING ITS CHAIR TO MAKE, EXECUTE AND DELIVER THE TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT FOR FY 2022/23 WITH AND TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process, including transportation disadvantaged planning as authorized by section 427.0159, Florida Statutes and Rule 41-2, Florida Administrative Code, for the Lake-Sumter MPO Planning Area; and

WHEREAS, the Lake~Sumter MPO is the Designated Official Planning Agency for transportation disadvantaged planning for the Lake~Sumter MPO Planning Area that includes Lake County and Sumter County; and

WHEREAS, the Lake~Sumter MPO has the authority to execute a Transportation Disadvantaged Trust Fund Grant Agreement and undertake a transportation disadvantaged service project authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that the:

1. The recitals above are true, accurate, and correct and are incorporated herein.
2. The Chair of the Lake~Sumter MPO is authorized to make, execute, and deliver the FY 2022/23 Transportation Disadvantaged Trust Fund Agreement with and to the Florida Commission for the Transportation Disadvantaged (“grant agreement”).
3. The Chair of the Lake~Sumter MPO is authorized to sign any agreements, amendments, or supplements required in connection with the grant agreement.
4. The Chair of the Lake~Sumter MPO is authorized to sign any, assurances, reimbursement invoices, warranties, certificates, and any other documents that may be required in connection with the grant agreement.
5. The Chair of the Lake~Sumter MPO is hereby authorized and directed to submit the FY 2022/23 Transportation Disadvantaged Trust Fund Agreement to the following:
 - a. Federal Highway Administration (FHWA) through the Florida Department of Transportation (FDOT);
 - b. Federal Transit Administration (FTA) through FDOT.
 - c. Florida Commission for the Transportation Disadvantaged.
6. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2022.

Lake~Sumter Metropolitan Planning
Organization

Dan Robuck, Chair

Approved as to Form and Legality:

Melanie Marsh, MPO Attorney

FM/JOB No(s).	43202911401
CONTRACT NO.	G2953
AGREEMENT DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

I. PROJECT LOCATION: Lake County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. 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 Local Coordinating Board (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. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

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 a copy of the public notice of the 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 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.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$27,465.00 for related planning services in Lake County(ies)

Task 1	17%	\$4,669.05
Task 2	15%	\$4,119.75
Task 3	40%	\$10,986.00
Task 4	4%	\$1,098.60
Task 5	4%	\$1,098.60
Task 6	4%	\$1,098.60
Task 7	4%	\$1,098.60
Task 8	4%	\$1,098.60
Task 9	4%	\$1,098.60
Task 10	4%	\$1,098.60
TOTAL:	100%	\$27,465.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$27,465.00</u>
Total Project Cost	<u>\$27,465.00</u>

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 22/23 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

FM/JOB No(s).	43202911401
CONTRACT NO.	G2953
AGREEMENT DATE	

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged
FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

FM/JOB No(s).	43202911401
CONTRACT NO.	G2953
AGREEMENT DATE	

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida
Agency: Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
(CTD)
PLANNING GRANT PROGRAM
CSFA Number: 55.002
***Award Amount:** \$27,465.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 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 55.002 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>

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	Function	615	CSFA No.	55.002
Org. Code	55120000952	Contract No	G2980	Vendor No.	37-1882383

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
PLANNING GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 22,709.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation in the Project in the amount of \$ 22,709.00 as detailed in Exhibit "B".

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. 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 in Exhibits A and B 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.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Deliverables: The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or 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 Grantee 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 Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or 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 Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee 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 Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission 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 Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by 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.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee 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 Grantee's audit period for each applicable audit year. In the event the Grantee 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 Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee'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 both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 Grantee, 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 Grantee in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Grantee'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 Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee'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 Grantee 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 Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO 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 Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2023.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any

grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected 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.

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 Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and 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.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee 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 financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee 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 Grantee's sovereign immunity. Additionally, the Grantee 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 Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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 Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2023. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2023.

15.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (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 forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee 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 Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

I. PROJECT LOCATION: Sumter County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. 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 Local Coordinating Board (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. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

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 a copy of the public notice of the 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 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.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$22,709.00 for related planning services in Sumter County(ies)

Task 1	17%	\$3,860.53
Task 2	15%	\$3,406.35
Task 3	40%	\$9,083.60
Task 4	4%	\$908.36
Task 5	4%	\$908.36
Task 6	4%	\$908.36
Task 7	4%	\$908.36
Task 8	4%	\$908.36
Task 9	4%	\$908.36
Task 10	4%	\$908.36
TOTAL:	100%	\$22,709.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$22,709.00</u>
Total Project Cost	<u>\$22,709.00</u>

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 22/23 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged
FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida
State Project Title: Department of Transportation
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
(CTD)
PLANNING GRANT PROGRAM
CSFA Number: 55.002
***Award Amount:** \$22,709.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 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 55.002 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>

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2022 -7

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE FY 2022/23 BUDGET EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Lake-Sumter Metropolitan Planning Area; and

WHEREAS, the MPO operates for a fiscal year July 1 through June 30 in coordination with state and federal planning funds administered by the Florida Department of Transportation; and

WHEREAS, the MPO annually approves a budget that accounts for all funds received by the MPO, including planning funds administered by the Florida Department of Transportation, Federal Highway Administration, and Federal Transit Administration, funds received from member local governments for the MPO's Transportation Management System, and other funds received by the MPO for special services; and

WHEREAS, the MPO annually approves a budget that accounts for anticipated expenditures, including personnel costs, operational costs, and consultant services.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that:

The attached MPO budget for the Fiscal Year 2022/23 is hereby adopted effective July 1, 2022, through June 30, 2023.

PASSED AND ADOPTED this _____ day of _____, 2022.

Lake~Sumter Metropolitan Planning Organization

Dan Robuck, Chair

Approved as to Form and Legality:

Melanie Marsh, MPO Attorney

LAKE SUMTER MPO
Proposed Budget
7/1/22-06/30/23

REVENUES

9595115 LAKE SUMTER MPO - GRANT PROGRAMS

<u>Org.Acct</u>	<u>Project Title</u>	2023 Proposed Budget / UPWP
9595115.331450	Highway Planning & Construction-PL 22/23	941,128
9595115.331450	Highway Planning & Construction-SL	-
9595115.331470	Fed Transit Metro - 5305 FY 21/22 G1X23	124,005
9595115.331470	Fed Transit Metro - 5305 FY 22/23 G2761	120,915
9595115.334400	CTD Planning Grants	48,029
9595115.337320	Local GIS/Transit agreements	-
9595115.389999	Beginning Fund Balance	10,000
Total Revenues 9595115		1,244,077

EXPENDITURES

9595115 LAKE SUMTER MPO - GRANT PROGRAMS

9595115.810110	Executive Salaries	127,456
9595115.810120	Regular Salaries	75,779
9595115.810150	Special Pay	5,400
9595115.810210	Social Security Matching	15,961
9595115.810220	Retirement Contributions	45,174
9595115.810222	Retirement Contributions - Employees	7,359
9595115.810230	Life and Health	18,190
9595115.810240	Workers Comp	286
		295,605
9595115.830310	Professional Services	747,310
9595115.830310	Professional Services	-
9595115.830320	Accounting and Auditing Services	85,450
9595115.830340	Contractual Services	3,500
9595115.830400	Travel	3,000
9595115.830410	Communications	4,560
9595115.830420	Freight and Postage	300
9595115.830440	Rentals and Leases	33,500
9595115.830450	Insurance	1,596
9595115.830460	Repair and Maintenance	750
9595115.830465	IT Repair & Maint	2,005
9595115.830471	Reprographic Charges	1,000
9595115.830490	Other Current Charges / Advertising	500
9595115.830510	Office Supplies	3,000
9595115.830511	Info Tech Supplies	6,751
9595115.830512	Attractive Items for Inventory (items between \$1K -	10,000
9595115.830550	Training	1,250
Total Operating		904,472
9595115.860640	Capital Outlay (items over \$5,000)	-
9595115.880810	Grants and Aids	5,000
9595115.880820	Grants to Private Orgs	-
9595115.890916	Administration Costs	29,000
9595115.890999	Reserve for Operations	10,000
Total Expenditures 9595115		1,244,077

TOTAL REVENUES 1,244,077

TOTAL EXPENDITURES 1,244,077



Public Involvement Report: DRAFT

Lake~Sumter Metropolitan Planning
Organization

Adopted: June 22, 2022



Contents

1.	Introduction.....	1
1.1.	<i>Overview of Public Involvement</i>	1
1.2.	<i>COVID-19 Impact on Public Involvement</i>	2
2.	Public Participation Plan (PPP) Review.....	3
2.1.	<i>Objective 1: Advisory Committee Involvement</i>	4
2.2.	<i>Objective 2: Information Accessibility</i>	5
2.3.	<i>Objective 3: Feedback in the Process</i>	8
2.4.	<i>Objective 4: Outreach Tools and Techniques</i>	10
2.5.	<i>Objective 5: Public Input on Public Transit</i>	12
3.	Core Planning Documents.....	13
3.1.	<i>Long Range Transportation Plan (LRTP)</i>	13
3.2.	<i>Transportation Improvement Plan (TIP)</i>	13
3.3.	<i>Unified Planning Work Program (UPWP)</i>	14
3.4.	<i>List of Priority Projects (LOPP)</i>	14
3.5.	<i>Public Participation Plan (PPP)</i>	15
4.	Additional Public Involvement Plans.....	16
4.1.	<i>Disadvantaged Business Enterprise (DBE) Review</i>	16
4.2.	<i>Title VI Review</i>	17
4.3.	<i>Limited English Proficiency (LEP) Review</i>	18
5.	Findings.....	19
6.	Recommendations.....	20

Tables

TABLE 1. Objective 1 Performance Measures and Evaluation	4
TABLE 2. Objective 2 Performance Measures and Evaluation	5
TABLE 3. Objective 3 Performance Measures and Evaluation	8
TABLE 4. Objective 4 Performance Measures and Evaluation	10
TABLE 5. Objective 5 Performance Measures and Evaluation	12
TABLE 6. Title VI Strategies and Actions	17
TABLE 7. LEP Strategies and Actions	18
TABLE 8. PPP Evaluation Results	19
TABLE 9. Outreach Steps for Federally Required Planning Documents	24

Appendices

Appendix A: Meetings and Outreach Events	21
Appendix B: Planning Documents Outreach Steps	24

For more information about the Lake~Sumter Metropolitan Planning Organization or to learn about ways to get involved, please contact:



Lake~Sumter MPO Office
1300 Citizens Boulevard
Leesburg, FL 34748
Phone: (352) 315-0170
Fax: (352) 315-0993
Web: www.LakeSumterMPO.com

1. INTRODUCTION

Public participation is central to the Lake-Sumter MPO's (LSMPO) mission of providing the local governments, agencies and residents of Lake and Sumter counties a forum for addressing growth and transportation issues. The LSMPO has adopted a Public Participation Plan (PPP) to provide a process that ensures opportunities for the public to be involved in all phases of the LSMPO planning process. The current PPP was adopted in 2018 and subsequently amended in 2019 and 2020.

The PPP calls for an assessment of public participation techniques through the creation of an annual report to the Governing Board that quantifies the results of the public involvement efforts from the past year. The purpose of this report is therefore to document and assess the Lake-Sumter MPO's public involvement efforts undertaken during the 2021 Fiscal Year (July 1, 2020 to June 30, 2021) to understand the effectiveness of current public involvement initiatives and identify areas for improvement.

This report summarizes all public outreach efforts and tools used during Fiscal Year (FY) 2021 and evaluates them against the Objectives, Strategies, and Measures outlined in the PPP, as well as the policies related to Disadvantaged Business Enterprise (DBE), Title VI and Limited English Proficiency (LEP) Plans. Recommendations for improving public engagement are offered based on this evaluation and will be used to inform updates to the PPP. Moving forward, this report will be developed annually to help gauge the LSMPO's outreach strategies and to provide continuous and data-driven improvements to the PPP.

1.1. Overview of Public Involvement

The LSMPO held or participated in 39 outreach events during the 2021 Fiscal Year (FY21), including committee meetings, board meetings, stakeholder meetings, and public workshops. These events provided opportunities for the public to provide feedback in the planning process, garnering about 60 public comments across all events. A full list of all public involvement events is included in Appendix A.

Committee meetings are the primary method of sharing information with the public and gathering input, as they provide consistent opportunities for community feedback. Lake~Sumter MPO hosts bi-monthly meetings for the Governing Board, Technical Advisory Committee, and Community Advisory Committee, all of which are open to the public, allow virtual participation, and include an agenda item for public comment. The MPO's core planning documents—the Long Range Transportation Plan (LRTP), Transportation Improvement Plan (TIP), Unified Public Work Plan (UPWP), List of Priority Projects (LOPP), and Public Participation Plan (PPP)—are presented at committee meetings, giving the public an opportunity to comment on them before final versions are approved by the Governing Board.

The MPO also hosts public workshops and stakeholder meetings, which allow the public to participate in and provide input on specific transportation projects or plans. In FY21, the LSMPO conducted public workshops for the 2045 Long Range Transportation Plan, as well as two transportation planning projects, the Innovation Trail Study Project, and the SR 471 Complete Streets Study. The LSMPO also conducted targeted outreach to underserved communities, most notably through the quarterly Transportation Disadvantaged Coordinating Board (TDCB) meetings.

In addition to outreach events and committee meetings, the MPO used a variety of tools and techniques to engage the public, including the LSMPO website, Facebook, and the mailing list. Surveys were conducted for specific planning projects, including the Innovation Trail Study Project and the SR 471 Complete Streets Study.

1.2. COVID-19 Impact on Public Involvement

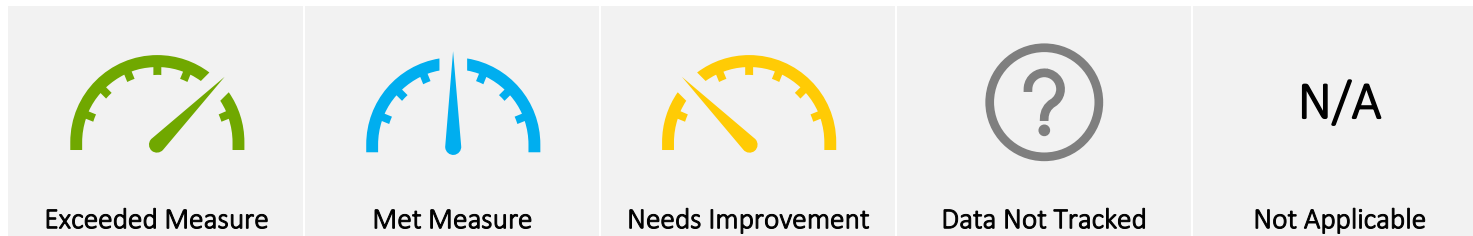
The LSMPO typically hosts in-person public meetings and workshops as part of their public involvement efforts. However, the COVID-19 pandemic presented an unprecedented challenge for public involvement as in-person events came to a sudden halt in March 2020 following the spread of COVID-19 in the United States. The LSMPO maintained a public involvement process by moving all in-person events to virtual events and amending the bylaws to adjust quorum requirements when necessary. As the landscape of the pandemic shifted, the LSMPO again adapted by holding meetings with limited in-person attendance and continuing to offer the option for virtual participation.

2. PUBLIC PARTICIPATION PLAN (PPP) REVIEW

The goal of the LSMPO PPP is to establish an on-going process through which citizen input is regularly identified and considered in the development of MPO plans, projects, and policies. The following five objectives provide the framework for working towards this goal:

1. Advisory Committee Involvement
2. Information Accessibility
3. Feedback in the Process
4. Outreach Tools and Techniques
5. Public Input on Public Transit








The PPP outlines strategies that describe the efforts the MPO will pursue to support each Objective, with associated performance measures for each strategy. This section compares public engagement efforts from FY 2021 to the PPP's Performance Measures to analyze the effectiveness of the LSMPO's outreach strategies. The icons below signify whether the performance measures were met, exceeded, need improvement, or if data was not tracked or was not applicable.



2.1. Objective 1: Advisory Committee Involvement

To hold regular public meetings with standing advisory committees and obtain input on all documents, projects, and funding determinations prior to consideration by the LSMPO Board.








TABLE 1. *Objective 1 Performance Measures and Evaluation*

Strategy	Measures	Public Involvement Efforts	Evaluation
1.1: Ensure advisory committee positions are filled.	1.1.1: Maintain 80% of all committee positions filled during the course of the year.	90% of CAC positions were filled throughout the year, and 69% of TAC positions were filled throughout the year.	
1.2: Engage members of traditionally underserved communities to participate on the Citizens Advisory Committee (CAC)	1.2.1: By 2021, fill 20% of CAC positions with representatives that are from traditionally underserved or underrepresented populations.	Data not tracked.	
1.3: Post meeting notices and deliver information to advisory committee at least seven (7) days prior to meetings.	1.3.1: Ensure 80% of advisory committee meeting notices and information are sent at least seven (7) days prior to the meeting.	All committee meeting minutes stated that the meeting was properly noticed.	
	1.3.2: LSMPO staff members meet regularly with the Central Florida Metropolitan Planning Organization Alliance staff members to discuss regional issues and provide that input to the advisory committees.	LSMPO staff members attended Central Florida Metropolitan Planning Organization Alliance meetings on 7/10/2020, 10/9/2020, and 4/9/2021.	
1.4: Present advisory committee recommendations / actions to LSMPO Board.	1.4.1: 100% of advisory committee recommendations or actions are logged and subsequently presented to LSMPO Board.	The MPO shares all Committee recommendations and outcomes of votes to approve with the Board.	
1.5: Strive to continuously improve the PPP and ensure that public feedback is considered in the transportation decision making process.	1.5.1: LSMPO shall evaluate public participation activities and techniques in the PPP and prepare an annual report to the LSMPO Board in order to evaluate the effectiveness of the PPP.	First annual report prepared for 2022.	
	1.5.2: The PPP shall be reviewed and adopted, with revisions if necessary, every three (3) years.	PPP was adopted on April 25, 2018 amended on August 26, 2020.	



2.2. Objective 2: Information Accessibility

To provide equitable public access to information regarding transportation decision making.

TABLE 2. *Objective 2 Performance Measures and Evaluation*

Strategy	Measures	Public Involvement Efforts	Evaluation
2.1: Schedule meetings and events at convenient times and locations, including virtual meetings in times of crisis.	2.1.1: At least 75% of participants and invitees stated the meeting or event was held at a convenient time and location. This feedback can be obtained formally or informally.	Data not tracked.	
	2.1.2: Attend or sponsor at least two (2) transportation-related public events per year in the evening or on a weekend. These could be general events or events specific to publicizing a LSMPO plan or document.	The following public meetings or workshops were held in the evening: Innovation Trail Study Meeting Public Meeting (5:30 pm), LRTP Public Workshops (4:00 pm and 6:00 pm), Community Workshop for the SR 471 Complete Streets Study (6:00 pm).	
	2.1.3: Plan specific public meetings to be held in neighborhood facilities located within the study area for specific transportation projects or LSMPO planning document updates.	Community Workshop for the SR 471 Complete Streets Study was held in Webster, FL and Innovation Trail Study Public Information Meeting was held in Mount Dora, FL.	
	2.1.4: Meetings are held virtually in times of crisis as needed.	The Lake-Sumter MPO held all meetings virtually in response to the COVID-19 pandemic.	
2.2: Provide access for persons with disabilities to obtain information and participate in MPO events and meetings, including virtual participation as available.	2.2.1: 100% of disabled persons who requested accommodations are provided accommodation to meet their needs. This could include access via a virtual meeting.	The LSMPO accommodated all requests by persons with disabilities, which included helping a visually impaired member access the Lake County TDCB meetings and providing three TDCB Board members with service dogs their own positions at the table with name plates.	
	2.2.2: 100% of meetings, events and project-related information sources are accessible to persons with disabilities as requested.	All MPO meetings are located on the fixed route transit system, which is ADA accessible. TD meetings are eligible rides on the paratransit system.	
2.3: Plan public involvement activities and events to be geographically dispersed throughout the LSMPO area.	2.3.1: Meetings for the LRTP, special regional public meetings and/or regional workshops are provided in at least three (3) separate areas of the LSMPO region.	LRTP workshops were held virtually due to the COVID-19 pandemic.	









Strategy	Measures	Public Involvement Efforts	Evaluation
	2.3.2: At least one (1) meeting or opportunity is located in each affected area in the LSMPO region (pertains to corridor or area-specific actions).	An Innovation Trail Study Public Information Meeting was held in Mount Dora and a Community Workshop for the SR 471 Complete Streets Study was held in Webster.	
2.4: Focus public involvement activities and events to target a diverse group of participants.	2.4.1: Public meetings specifically designed and held for targeted and underserved groups, e.g. elderly, disabled, low-income, and other minorities are held at least once per year.	The Lake County Transportation Disadvantaged Coordinating Board (TDCB) Public Hearing and Sumter County TDCB Public Hearing were held on June 7, 2021.	
	2.4.2: At least 75% of those informally surveyed at the neighborhood/homeowner's meetings agree that the presentation was effective in providing information and gathering input.	Not applicable, MPO did not present at any neighborhood or homeowner's meetings.	N/A
	2.4.3: Target audiences will be identified for each planning study conducted by the MPO, including residents, business and property owners, and people who are traditionally underserved and underrepresented, including people with low-income, people with Limited English Proficiency (LEP), people who are transit dependent, people of color, older adults, and people with disabilities, within the study area.	<p>Stakeholders were identified for the LRTP, including local agencies, adjacent MPO/TPOs, FDOT, and appropriate federal, state and local land management, resource, environmental, and historic preservation agencies. Environmental Justice populations were also identified, and an Environmental Justice workshop was provided to the Transportation Disadvantaged Coordinating Boards.</p> <p>Stakeholders were identified for the Innovation Trail Study Project and were invited to the public meetings. A composite equity score was calculated and mapped to show areas with above average underserved populations.</p> <p>The SR 471 Complete Streets Study held a community workshop for local residents as well as a stakeholder meeting with the Scenic Sumter Heritage Byway group.</p>	
2.5: Produce public information in a format that is engaging and easily accessible for traditionally underserved populations.	2.5.1: In areas with Limited English Proficiency, materials are produced in the predominant non-English language.	No materials were requested and therefore not provided.	N/A
	2.5.2: Translators or local community representatives are available at public meetings, outreach activities in areas where a high proportion of the population is non-English speaking to help facilitate the discussions.	No translators were requested and therefore not provided.	N/A




Strategy	Measures	Public Involvement Efforts	Evaluation
	<p>2.5.3: Provide a mechanism by which disabled citizens/groups are able to request accessible materials that are specific to their needs. For example, audio information for the visually impaired may desire audio information, or the hearing impaired may desire written information for the hearing impaired.</p>	<p>All interested citizens are welcome to attend meetings. Persons with disabilities needing assistance to participate in any of the proceedings should call 352-315-0170 48 hours in advance of the scheduled meeting. (This statement is on all MPO agendas)</p>	
	<p>2.5.4: Ensure that newly created plans and documents are posted on the website in an ADA accessible format.</p>	<p>Adobe Accessibility Reports of the LSMPO's core planning documents found problems in 4 out of 5 documents that could prevent them from being fully accessible. On average, about 6 of 32 criteria failed the accessibility checker, with the majority of criteria passing the accessibility checker in all documents.</p> <p>The Accessibility Report found no problems in the PPP.</p>	

2.3. Objective 3: Feedback in the Process

To engage the public early, often, and with clarity so that opportunities exist for public feedback in the transportation decision making process.

TABLE 3. *Objective 3 Performance Measures and Evaluation*








Strategy	Measures	Public Involvement Efforts	Evaluation
3.1: Respond to public inquiries within seven (7) working days of the date of receipt.	3.1.1: 75% of all responses to public inquiries are made within seven (7) working days of receipt date.	Data not tracked.	
	3.1.2: 75% of all responses to media inquiries are made within one (1) working day of receipt date.	Many of the local newspapers call the Executive Director to weigh in on projects or plans, who takes their calls as received. The Executive Director responds to any inquiries via email or website within 2 days.	
3.2: Make meeting notices and information available at least five (5) days prior to meetings.	3.2.1: 80% of public meeting notices are sent at least five (5) days prior to the meeting.	Of the public meetings with minutes available, all were documented as properly noticed. 82% of all public meetings were properly noticed, with the remaining meetings not confirmed as properly noticed due to minutes not being available online.	
	3.2.2: 80% of public meeting information is made available at least five (5) days prior to the meeting.	Of the public meetings with minutes available, all were documented as properly noticed. 82% of all public meetings were properly noticed, with the remaining meetings not confirmed as properly noticed due to minutes not being available online.	
3.3: Provide follow-up information to individuals or groups.	3.3.1: For corridor/site specific projects, the Public Involvement Summary will include a narrative describing how public comment shaped the selected alternative/decision.	The Innovation Trail Study Community Outreach Plan described how public comment influenced the alternatives assessment. The SR 471 Complete Streets Project is still ongoing.	
	3.3.2: LSMPO staff will provide written responses to questions or comments from public meetings within 7 working days.	LSMPO staff do not provide written responses to questions or comments.	
3.4: Promote public participation opportunities at key decision-making points.	3.4.1: Visualization tools and easy to understand graphics will be used to illustrate plans and concepts.	Plans use a variety of text, tables, maps, and images.	
	3.4.2: LSMPO staff will be available at public meetings for transportation projects led by	LSMPO staff attended all public meetings for transportation projects, which included the Innovation Trail Study Project Visioning Team	






Strategy	Measures	Public Involvement Efforts	Evaluation
	LSMPO, and as requested for Lake and Sumter County, to provide project related information.	Meeting #2 on July 23, 2020, the Innovation Trail Study Public Information Meeting on August 20, 2020, and the SR 471 Complete Streets Workshop on June 9, 2021.	
	3.4.3: 100% of public meeting comments are logged, summarized, analyzed and distributed to applicable staff, Board and committees.	Any time there was a public comment at a meeting, public comments were concisely summarized in the meeting minutes and posted to the website.	
3.5: Incorporate public feedback into transportation decision making.	3.5.1: A record of public comments and how they were integrated into the transportation planning process is maintained by LSMPO staff.	Any time there was a public comment at a meeting, public comments were concisely summarized in the meeting minutes and posted to the website.	
	3.5.2: LSMPO staff will conduct project-specific surveys to evaluate public needs and obtain input into the project recommendations.	A mentimeter survey was conducted at the first Project Visioning Team Meeting for the Innovation Trail Study and a survey was done for the SR 471 Complete Streets Study on Survey Monkey.	

2.4. Objective 4: Outreach Tools and Techniques

To use a variety of methods to involve and engage the public.

TABLE 4. *Objective 4 Performance Measures and Evaluation*

Strategy	Measures	Public Involvement Efforts	Evaluation
4.1: Utilize various public involvement techniques including virtual meetings.	4.1.1: At least three (3) separate techniques are used to involve/engage the public in decision making (e.g. ads, website, meetings).	LSMPO primarily engages the public through committee meetings, which are open to the public, allow virtual participation, have agendas posted to the website ahead of time, and include an agenda item for public comment. LSMPO also uses its website, mailing list, and Facebook to inform and engage the public, as well as public meetings for specific projects or plans.	
	4.1.2: All LSMPO announcements and meeting materials are posted to the LSMPO website at least five (5) days prior to meetings and events.	Of the public meetings with minutes available, all were documented as properly noticed. 82% of all public meetings were properly noticed, with the remaining meetings not confirmed as properly noticed due to minutes not being available online.	
	4.1.3: The LSMPO participates in at least two (2) community events per year.	The MPO did not participate in any community events due to COVID-19.	
4.2: Enable public information accessibility in languages other than English, as appropriate, or in other means to address disabilities.	4.2.1: When requested, and with seventy-two (72) hour notice, the LSMPO will provide meeting notices in other languages.	No materials were requested.	
	4.2.2: When requested, and with seventy-two (72) hour notice, the LSMPO will provide meeting notices in a format to accommodate visual disabilities.	The LSMPO met the only request by helping a visually impaired member access the Lake County TDCB meetings.	
	4.2.3: In specific geographic areas for specific community meetings, 100% of presentation materials are produced in a language other than English (as needed).	Not applicable.	
	4.2.4: LSMPO staff utilize maps and other visual techniques to convey information.	LSMPO has a webpage dedicated to maps and GIS data, including both interactive and static maps, to convey information related to the TIP, LOPP, traffic counts, crash data, boundaries, and	








Strategy	Measures	Public Involvement Efforts	Evaluation
		more. Not all maps have been recently updated. Planning documents also include maps.	
4.3: Employ various website tools to provide information and gather input.	4.3.1: At least three (3) separate website tools are used to involve/engage the public in decision making, for example, online surveys, online comment form, interactive calendar, online idea submissions and discussions, electronic documents available, etc.	LSMPO uses the following website tools to involve the public in decision-making: online comment form, interactive calendar, meeting details and agendas posted to the website, interactive maps, and planning documents available electronically.	
	4.3.2: LSMPO will use social media to provide information, capture input, and provide responses to public comment.	LSMPO has a Facebook account and posted 12 times between July 2020 - June 2021. Posts include information about meetings, public comment periods, planning documents, the new office location, and safety information.	
4.4: Utilize the website to track public interest in activities.	4.4.1: LSMPO will use Google Translate, or other readily available translation tool/app, to ensure all pages of the LSMPO website can be accessed in languages other than English.	The website does not currently use Google Translate or any other translation tools/apps.	
	4.4.2: Project specific web pages are developed and tracked as a method to gather public feedback.	A project website was developed for the East and West Main Street Complete Streets Planning Study . Project websites were not developed for the Innovation Trail Study or SR471 Complete Streets Study.	
4.5: MPO will maintain a reasonably current and up-to-date database of contacts.	<p>4.5.1: LSMPO maintains and continuously updates a database of contacts including a minimum of the following individuals and agencies to provide that all interested parties have reasonable opportunities to comment on the transportation planning process and products: local government staff, transportation agencies (port, airports, transit, etc), local media, homeowners' associations, civic groups, and special interest groups.</p> <p>Additional interested parties, including those below, are identified and added to the outreach database annually: Federal, state and local agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation and other environmental issues; private freight shippers; representatives for public transportation employees; providers of freight transportation</p>	LSMPO maintains an updated email listserv with about 72 email recipients.	

Strategy	Measures	Public Involvement Efforts	Evaluation
	services; private providers of transportation; representatives of users of public transportation; pedestrian representatives; representatives of bicyclists; representatives of people with all abilities.		

2.5. Objective 5: Public Input on Public Transit

To provide opportunities for the public to provide input on the Lake County Section 5307 Program of Projects (POP).

TABLE 5. *Objective 5 Performance Measures and Evaluation*

Strategy	Measures	Public Involvement Efforts	Evaluation
5.1: Request the Lake County Section 5307 Program of Projects (POP).	5.1.1: Request annually (by June 1) Lake County Section 5307 POP for the following fiscal year.	A Public Hearing was held for the TIP, which includes the POP for Section 5307 Funds, on May 21, 2021.	
	5.1.2: Request annually (by August 15) a copy of the Section 5307 POP advertisement in the local newspaper.	An advertisement was posted on website but not in newspaper.	
5.2: Include POP with the LSMPO LOPP and present at the CAC, TAC, and LSMPO Policy Board meetings in September. The public will have the opportunity to provide input on the POP and be involved in the prioritizing of the POP for funding.	5.2.1: Request (by August 15) a representative from Lake County Public Transit attend the September CAC, TAC, and LSMPO Policy Board meetings when the LOPP and POP are discussed.	Lake County Public Transit is represented on the committees.	
	5.2.2: Request (at least fourteen days prior) a representative from Lake County Public Transit attends the CAC, TAC, and LSMPO Policy Board meetings when a TIP Amendment for public transit funding is considered.	Lake County Public Transit is represented on the committees.	
5.3: Increase input opportunities for the Transportation Disadvantaged Coordinating Board (TDCB) on LSMPO programs and plans.	5.3.1: Review the Lake County Section 5307 POP and LOPP with the TDCB.	5307 POP and LOPP were not included on any agendas in FY21.	
	5.3.2: Present information on other transit-related projects underway to the TDCB during the quarterly meetings and obtain feedback.	The 2045 LRTP was a Discussion Item at the TDCB meetings on 8/24/2020 and 11/9/2020.	
	5.3.3: On an annual basis, review any transit service grievances that may have been filed and incorporate improvement strategies into transit planning projects or programs as appropriate.	There were no grievances filed in FY21.	

3. CORE PLANNING DOCUMENTS

The LSMPO is required by federal regulations to develop the following core transportation planning documents:

1. Long Range Transportation Plan (LRTP)
2. Transportation Improvement Program (TIP)
3. Unified Planning Work Program (UPWP)
4. List of Priority Projects (LOPP)
5. Public Participation Plan (PPP)

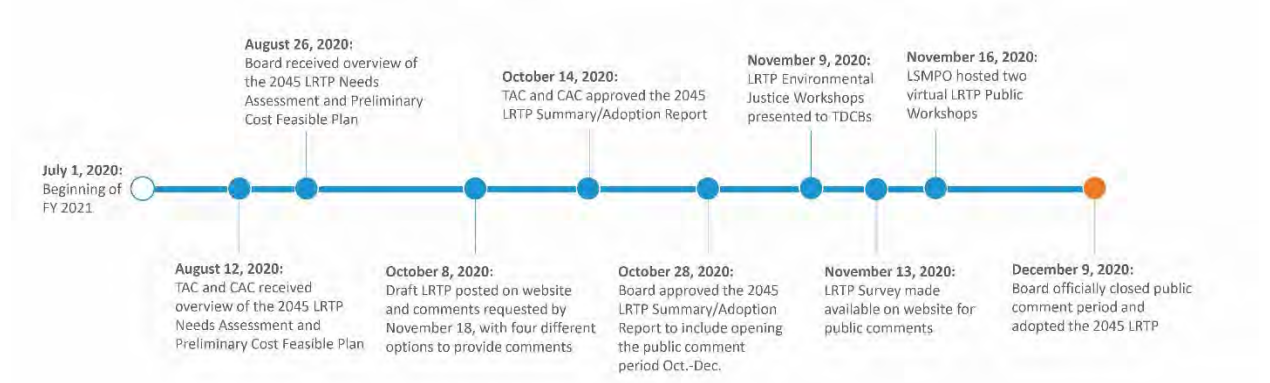
Public involvement is central to the planning process for each of these documents. In addition to holding the required public comment periods and public hearings, the LSMPO submits draft documents to the advisory committees prior to Board approval. All committee and Board meetings include an agenda item for public comment.

The figures below outline the outreach steps completed for the LSMPO’s core transportation planning documents during FY 2021 (more details are provided in Appendix B).

3.1. Long Range Transportation Plan (LRTP)

The LRTP provides long term guidance on transportation improvements over the next 25 years. The current LRTP (2045 LRTP) was adopted in December 2020. The process of developing and adopting an LRTP involves significant public involvement, including federally required outreach activities such as a 21-day public comment period and a public hearing. The LRTP met both of these requirements, as shown in Figure 1 below. The 2045 LRTP also has an independent Public Participation Plan (PPP) to guide and document public participation.

FIGURE 1. *LRTP Public Participation Milestones*



3.2. Transportation Improvement Plan (TIP)

The TIP is a five-year plan that allocates funding to specific transportation projects that are happening in the near future. The MPO met the requirements of holding a 21- day public comment period and a public meeting

prior to TIP adoption by the Board. The LSMPO also conducts public outreach for TIP amendments by publishing the draft amendment on the website at least seven days before committee review.

FIGURE 2. *TIP Public Participation Milestones*



3.3. Unified Planning Work Program (UPWP)

The UPWP describes the transportation planning activities and associated budget for the Lake~Sumter MPO over a two-year period. The UPWP is reviewed and revised annually and requires a 21-day public comment period prior to Board adoption. UPWP draft amendments must be submitted to the advisory committees prior to Board adoption. LSMPO presented the UPWP draft amendments to the TAC and CAC before amendments in 2020 and 2021, as shown below in Figure 3.

FIGURE 3. *UPWP Public Participation Milestones*



3.4. List of Priority Projects (LOPP)

The LOPP is an annually-reviewed document that prioritizes projects adopted in the LRTP. Similar to the other planning documents, the draft LOPP must be available to the public for a 21-day review period before Board adoption, a requirement the MPO met for the 2021 LOPP. The draft LOPP, as well as any LOPP amendments, are presented to the advisory committees for their input and recommendations for the Board.

FIGURE 4. *LOPP Public Participation Milestones*



3.5. Public Participation Plan (PPP)

The PPP identifies the LSMPO’s public involvement strategies and outreach activities. Federal law requires a 45-day public comment period prior to Board adoption of the PPP or PPP amendments. The current PPP was adopted in April 2018. The MPO updated the PPP in 2020 and met the requirement for the public comment period.

FIGURE 5. *PPP Public Participation Milestones*



4. ADDITIONAL PUBLIC INVOLVEMENT PLANS

Certain populations have historically been left out of the planning process, particularly minority and low-income communities. Other populations may require certain accommodations to ensure meaningful participation, such as individuals with disabilities or those who have limited English-speaking abilities. Federal Environmental Justice and Title VI policies require that MPOs ensure that all people are able to participate in the transportation planning process regardless of race, ethnicity, national origin, income, or educational level.

While the PPP incorporates policies to address these populations, the MPO also has additional public involvement plans that provide policies and strategies to involve specific underserved communities in the transportation planning process:

1. Disadvantaged Business Enterprise (DBE) Plan
2. Title VI Plan
3. Limited English Proficiency (LEP) Plan

The sections below describe each of these plans, outline their policies, and review the related actions undertaken by the MPO in FY21.

4.1. Disadvantaged Business Enterprise (DBE) Review

The Department of Transportation established the DBE Program to address ongoing discrimination and the continued impact of historical discrimination in transportation contracting. The goal of the DBE program is to level the playing field by ensuring small businesses owned by socially and economically disadvantaged individuals have a fair chance to compete for federally funded transportation contracts.

The LSMPO has a DBE Plan that was adopted in April 2018 and amended in August 2020. The DBE policy states that the LSMPO 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 LSMPO in a non-discriminatory environment. To carry out the DBE program, the LSMPO designated Michael Woods, Executive Director, as the DBE Liaison Officer and developed the following affirmative action methods:

1. Provide notice to certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Lake~Sumter MPO;
2. Advertise in minority focused media concerning subcontract opportunities with the Lake~Sumter MPO;
3. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
4. Hold pre-bid meetings to apprise disadvantaged subcontractors of opportunities with the MPO; and
5. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Per the DBE policy, LSMPO has adopted FDOT's DBE Goal of 10.65% for all federally funded projects that are received from FDOT. LSMPO prepares semi-annual DBE reports to monitor progress towards these goals. In FY21, DBE usage was 0%, as the LSMPO utilizes General Planning Contracts (GPCs).

4.2. Title VI Review

The LSMPO assures that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992. The LSMPO’s Title VI Plan was adopted in April 2018 and amended in August 2020. Michael Woods, Executive Director, is the Title VI Specialist and is responsible for management of the Title VI Program.

The table below describes Title VI strategies outlined in the Title VI Plan and actions the LSMPO took in the past year to enact these strategies.

TABLE 6. *Title VI Strategies and Actions*

Strategy	Action
Public meetings should be held in locations that are accessible by public transit. Also, facilities should be compliant with the Americans with Disabilities Act (ADA). If a targeted population is in a certain geographic area, then the meeting location should be in that area for their convenience.	The majority of public meetings were virtual due to COVID-19. For the meetings that were a hybrid format, the MPO office is located along a transit line.
To facilitate involvement of traditionally underserved populations, community leaders, and organizations that represent these groups should be consulted about how to most effectively reach their members. Relationships with these groups should be maintained for future partnerships in the planning process	The TDCB members include representatives from a variety of underrepresented groups, including representatives for the elderly, disabled, children at risk, economically disadvantaged, and users of the TD system.
In addition to mainstream media organizations, website postings, and news releases announcing public participation opportunities should be targeted to media that reaches minority and ethnic populations.	Public participation opportunities are not currently targeted to media that specifically reaches minority and ethnic populations.
With at least 72-hours advanced notice of the scheduled meeting, deaf (sign language) interpreters, translators, and Braille documents can be provided for public meetings. Notifications of opportunities for public involvement will include contact information for people needing these or other special accommodations.	Public notices include the following language: Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the MPO at 352-315-0170 at least seven days prior to the scheduled meeting.
At public meetings, MPO staff should attempt to communicate as effectively as possible. Technical jargon should be avoided and appropriate dress and conduct are important. For some meetings, it may be best to use trained facilitators or language translators to better communicate with the audience.	MPO staff continually strives to use clear, effective communication and avoid technical jargon when communicating with the public. Language translators are available at meetings when requested.

4.3. Limited English Proficiency (LEP) Review

The LSMPO has an LEP plan that was adopted in April 2018 and amended in 2020. The LSMPO’s LEP policy ensures that persons with Limited English Proficiency are neither discriminated against nor denied meaningful access to participation in the organization’s programs and services. LEP is defined as individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

In accordance with federal regulations, the LSMPO performed a Four Factor Analysis to understand what reasonable steps should be taken to ensure meaningful access to LEP individuals. The analysis centers around four factors—demographics, frequency of contact, importance of program, and resources. The results of the analysis revealed that 3.7% of individuals (over 5 years old) in the planning area speak English less than very well, with the majority of those individuals speaking Spanish. To date, there have been no requests for language assistance services to the LSMPO. Given the size of the LEP population and financial restraints, the MPO does not translate all documents. However, the LSMPO does offer verbal or written translation if requested within a reasonable amount of time and within available resources.

The table below describes the strategies in the LEP Policy and the actions the MPO have taken in the past year associated with these strategies. Additional techniques are outlined in the LEP Plan, which is available on the MPO’s website: lakesumtermpo.com.

TABLE 7. *LEP Strategies and Actions*





Strategy	Action
A mechanism to provide ongoing assessment of needs, programs, and activities of target audiences, along with the organization’s capacity to meet these needs using the Limited English Proficiency Plan.	The LEP Plan was amended on August 26, 2020.
Translation of vital written materials in languages other than English where there is a significant number or percentage of persons with limited English proficiency.	Based on the Four Factor Analysis in the LEP Plan, full translation of plan documents is not considered warranted or cost feasible at this time. The LSMPO provides verbal and written translation if requested within a reasonable time and if within the available resources. There were no requests for translation in FY 21.
Oral language assistance to Limited English Proficiency persons for programs, where such assistance is requested and/or anticipated.	There were no requests for oral language assistance in FY 21.
Identified procedures and a designated representative from Lake~Sumter MPO responsible for implementing activities related to the Limited English Proficiency Plan.	The LEP Plan identifies LEP procedures and designates Michael Woods as the representative responsible for oversight and implementation of the LEP Plan.
Notification of the availability of free language services to those persons in the target audience, through oral and written notice in the relevant primary language assistance activities.	Public notices include the following language: Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the MPO at 352-315-0170 at least seven days prior to the scheduled meeting.
Staff training on policies and procedures of the organization’s language assistance activities.	There is not currently any staff training on policies and procedures of the organization’s LEP activities. Michael Woods, the Executive Director, is also the LEP Liaison.

5. FINDINGS

Overall, the LSMPO is meeting the majority of performance measures but has several areas where public involvement strategies can be improved. These findings are outlined below:

1. The MPO is meeting most performance measures in the PPP, as shown below in Table 8. LSMPO has also exceeded standards in several instances, specifically related to utilizing various tools and techniques and scheduling meetings at convenient times and locations. Despite the challenges of the COVID-19 pandemic, the MPO was able to not only maintain public involvement efforts, but also offer new opportunities to participate virtually. Utilizing different techniques and providing multiple avenues for public involvement allows the MPO to reach more people and reduce barriers to participation.
2. When performance measures are not being met, it is primarily due to a discrepancy between the strategy outlined in the PPP and the process being used by the MPO. For example, Measure 3.1.2. states that “75% of all responses to media inquiries are made within one (1) working day of receipt date.” However, the MPO’s current practice is to respond to email or website inquiries within two days. In other instances, existing MPO practice does not call for tracking data that is necessary to assess the effectiveness of the public outreach strategy.
3. Some strategies are implemented in MPO processes but are not consistently utilized. For example, Measure 4.4.2., which states that “project specific web pages are developed and tracked as a method to gather public feedback”, was implemented for the East and West Main Street Complete Streets Planning Study but not the other two planning studies. Similarly, Measure 5.1.2. says that the MPO should “request annually (by August 15) a copy of the Section 5307 POP advertisement in the local newspaper.” While the Section 5307 POP was advertised in the newspaper in previous years, it only advertised online in FY 21.
4. The MPO is following the required public involvement processes for their core planning documents, as described in the PPP.
5. LSMPO is utilizing DBE, LEP, and Title VI policies outline in their respective plans, though the policies have limited applicability due to the organizational structure of LSMPO and needs of the planning area. In particular, while the MPO had adopted the FDOT DBE goal, DBE usage is currently 0% due to the use of General Planning Contracts.

TABLE 8. *PPP Evaluation Results*

6%	65%	17%	6%	6%
				N/A
Exceeded Measure	Met Measure	Needs Improvement	Data Not Tracked	Not Applicable

6. RECOMMENDATIONS

The following recommendations represent steps the MPO can take to enhance public involvement and better measure public participation efforts moving forward:

1. **Align MPO practices and performance measures.** Review strategies and performance measures that need improvement. Examine where MPO processes need to be updated to align with strategies and performance measures laid out in the PPP. Additionally, LSMPO should consider where performance measures should be updated to align with current practices where appropriate.
2. **Assess the MPO's ability to track data for measures where data is not currently being tracked.** The MPO should consider available staff capacity and resources. If not, consider adjusting the performance measure to align with organizational capacity.
3. **Develop operational processes to improve consistency of public outreach practices.** Practices may include using existing resources, such as the PPP Outreach Log, or creating new resources, such as a comprehensive public participation checklist for staff and consultants.

Appendix A: MEETINGS AND OUTREACH EVENTS

#	Name of Event/Meeting	Type	Date	Time	Location
1	Central Florida MPO Alliance (CFMPOA) Meeting	CFMPOA Meeting	7/10/2020	10:00 AM	Virtual
2	Innovation Trail Study Project Visioning Team Meeting #2	Public Workshop	7/23/2020	9:00 AM	Virtual
3	Technical Advisory Committee (TAC) Meeting	Committee Meeting	8/12/2020	1:30 PM	Virtual
4	Community Advisory Committee (CAC) Meeting	Committee Meeting	8/12/2020	3:00 PM	Virtual
5	Innovation Trail Study Public Information Meeting	Public Workshop	8/20/2020	5:30 PM	The Moug Dora Community Building 520 North Baker Street Mount Dora, FL 32757
6	Lake County TDCB Committee Meeting	Committee Meeting	8/24/2020	10:00 AM	Virtual
7	Sumter County TDCB Committee Meeting	Committee Meeting	8/24/2020	2:00 PM	Virtual
8	Governing Board (MPO) Meeting	Governing Board Meeting	8/26/2020	2:00 PM	Virtual
9	Central Florida MPO Alliance (CFMPOA) Meeting	CFMPOA Meeting	10/9/2020	10:00 AM	Virtual
10	Technical Advisory Committee (TAC) Meeting	Committee Meeting	10/14/2020	1:30 PM	Virtual
11	Community Advisory Committee (CAC) Meeting	Committee Meeting	10/14/2020	3:00 PM	Virtual
12	Executive Committee Meeting	Committee Meeting	10/28/2020	1:00 PM	Virtual
13	Governing Board (MPO) Meeting	Governing Board Meeting	10/28/2020	2:00 PM	Virtual
14	Lake County TDCB Committee Meeting	Committee Meeting	11/9/2020	10:00 AM	Virtual
15	Sumter County TDCB Committee Meeting	Committee Meeting	11/9/2020	2:00 PM	Virtual

#	Name of Event/Meeting	Type	Date	Time	Location
16	2045 Long Range Transportation Plan Public Workshop	Public Workshop	11/16/2020	4:00 PM	Virtual
17	2045 Long Range Transportation Plan Public Workshop	Public Workshop	11/16/2020	6:00 PM	Virtual
18	Priority Projects Workshop	Workshop	11/20/2020	10:00 AM	Virtual
19	Governing Board (MPO) Meeting	Committee Meeting	12/9/2020	2:00 PM	Virtual
20	FDOT Public Hearing for the Tentative Five Year Work Program	Public Hearing	1/11-15/2021	24 hours a day	Virtual
21	Lake County TDCB Committee Meeting	Committee Meeting	2/8/2021	10:00 AM	Virtual
22	Sumter County TDCB Committee Meeting	Committee Meeting	2/8/2021	2:00 PM	Virtual
23	Technical Advisory Committee (TAC) Meeting	Committee Meeting	2/10/2021	1:30 PM	Virtual
24	Community Advisory Committee (CAC) Meeting	Committee Meeting	2/10/2021	3:00 PM	Virtual
25	Executive Committee Meeting	Committee Meeting	2/24/2021	1:00 PM	Virtual
26	Governing Board (MPO) Meeting	Governing Board Meeting	2/24/2021	2:00 PM	Virtual
27	Central Florida MPO Alliance (CFMPOA) Meeting	CFMPOA Meeting	4/9/2021	10:00 AM	Virtual
28	Technical Advisory Committee (TAC) Meeting	Committee Meeting	4/14/2021	1:30 PM	Virtual
29	Community Advisory Committee (CAC) Meeting	Committee Meeting	4/14/2021	3:00 PM	Virtual
30	Governing Board (MPO) Meeting	Governing Board Meeting	4/28/2021	2:00 PM	Virtual
31	Lake County TDCB Annual Public Hearing	Public Hearing	6/7/2021	10:00 AM	Virtual/MPO Office
32	Lake County TDCB Committee Meeting	Committee Meeting	6/7/2021	10:00 AM	Virtual/MPO Office

#	Name of Event/Meeting	Type	Date	Time	Location
33	Sumter County TDCB Annual Public Hearing	Public Hearing	6/7/2021	2:00 PM	Virtual/MPO Office
34	Sumter County TDCB Committee Meeting	Committee Meeting	6/7/2021	2:00 PM	Virtual/MPO Office
35	Technical Advisory Committee (TAC) Meeting	Committee Meeting	6/9/2021	1:30 PM	Virtual/MPO Office
36	Community Advisory Committee (CAC) Meeting	Committee Meeting	6/9/2021	3:00 PM	Virtual/MPO Office
37	Community Workshop for the SR 471 Complete Streets Study / Online Survey Launch	Public Workshop	6/9/2021	6:00 PM	City of Webster City Hall 85 E Central Avenue Webster, FL 33597
38	Stakeholder Meeting with Scenic Sumter Heritage Byway group	Stakeholder Meeting	6/15/2021	11:00 AM	Virtual
39	Governing Board (MPO) Meeting	Governing Board Meeting	6/23/2021	2:00 PM	Virtual

Appendix B: PLANNING DOCUMENTS OUTREACH STEPS

TABLE 9. *Outreach Steps for Federally Required Planning Documents*

Outreach Steps Completed	Date
Long Range Transportation Plan (LRTP)	
TAC and CAC received overview of the 2045 LRTP Needs Assessment and Preliminary Cost Feasible Plan	8/12/2020
Board received overview of the 2045 LRTP Needs Assessment and Preliminary Cost Feasible Plan	8/26/2020
Draft LRTP posted on website and comments requested by November 18, with four different options to provide comments	10/8/2020
TAC and CAC approved the 2045 LRTP Summary/Adoption Report	10/14/2020
Board approved the 2045 LRTP Summary/Adoption Report to include opening the public comment period Oct.-Dec.	10/28/2020
LRTP Environmental Justice Workshops presented to TDCBs	11/9/2020
LRTP Survey made available on website for public comments	11/13/2020
LSMPO hosted two virtual LRTP Public Workshops (posted notice on website on 11/13/2020)	11/16/2020
Board closed public comment period and adopted the 2045 LRTP	12/9/2020
LRTP finalized	3/8/2021
LRTP Non-Substantial Amendments	
N/A	
LRTP Substantial Amendments	
N/A	
Transportation Improvement Program (TIP)	
Opening of the Public Hearing and Public Review Period for the FY 2021/22-2025/26 TIP. Draft TIP was added to website with options to also receive TIP by fax or email. Draft hard copy documents were also made available at the MPO office. Public was offered options to ask questions via postal service, phone, or email.	5/21/2021
TAC and CAC approved the FY 2021/22-2025/26 TIP	6/9/2021
Board approved the FY 2021/22-2025/26 TIP	6/23/2021
TIP Amendments	

TAC and CAC approved FY 2020/21-2024/25 TIP Annual Roll Forward Amendment	8/12/2020
Board approved FY 2020/21-2024/25 TIP Annual Roll Forward Amendment	8/26/2020
Board approved amendment to the FY 2020/21-2024/25 TIP	2/24/2021
Board approved amendment to the FY 2020/21-2024/25 TIP	4/28/2021
Emergency TIP Amendments	
N/A	
Unified Planning Work Program (UPWP)	
TAC and CAC approved amendment to the 2020/21 UPWP	10/14/2020
Board approved amendment to the 2020/21 UPWP	10/28/2020
TAC and CAC approved amendment to the FY 2021/22 UPWP	6/9/2021
Board approved amendment to the FY 2021/22 UPWP	6/23/2021
List of Priority Projects (LOPP)	
TAC and CAC received overview of the 2020 LOPP Final Report	8/12/2020
TAC and CAC received overview of the 2021 LOPP	10/14/2020
Board received overview of the 2021 LOPP	10/28/2020
Virtual Priority Projects Workshop (posted notice on website on 11/13/2020)	11/20/2020
Board received overview of the 2021 LOPP	12/9/2020
TAC and CAC received overview of the 2021 LOPP	2/10/2021
Board received overview of the 2021 LOPP	2/24/2021
TAC and CAC approved the Draft 2021 LOPP for Board Consideration	4/14/2021
Board approved the Draft 2021 LOPP	4/28/2021
Public Review for the 2021 LOPP	6/2/2021
TAC and CAC approved the 2021 LOPP	6/9/2021
Board approved the 2021 LOPP	6/23/2021
Public Participation Plan	
TAC and CAC provided comments on the revised PPP	8/12/2020
Update to PPP approved by Board	8/26/2020

PUBLIC INVOLVEMENT PLAN: Annual Report

June 22, 2022

MPO Governing Board



WHY DO WE NEED A PUBLIC INVOLEMENT REPORT?

- Public participation is central to the mission of Lake-Sumter MPO
- Annual assessment of the adopted Public Participation Plan (2018)
- This report outlines achievements and improvement areas for FY21



FY21 Public Involvement Efforts



39 Outreach
Events



2 Transportation
Planning Projects
(Innovation Trail Study Project &
SR471 Complete Streets Study)



60 Total Public
Comments



6 Outreach Tools
(Website, Facebook, Email Lists,
Project Surveys, Online Calendar,
Public Meetings)



5 Major Plans
(LRTP, TIP, UPWP, LOPP, & PPP)



3 Additional
Plans
(DBE Plan, Title VI Plan, &
LEP Plan)



Measuring Success by PPP Objectives

Objective 1

- Advisory Committee Objectives- 5 of 7 met

Objective 2

- Information Accessibility- 9 of 15 met/exceeded

Objective 3

- Feedback in Process- 8 of 11 met





Objective 4

- Outreach Tools & Techniques- 9 of 12 met/exceeded

Objective 5

- Public Input on Public Transit- 5 of 7 met

Evaluation Results

6%	65%	17%	6%	6%
				N/A
EXCEEDED MEASURE	MET MEASURE	NEEDS IMPROVEMENT	DATA NOT TRACKED	NOT APPLICABLE

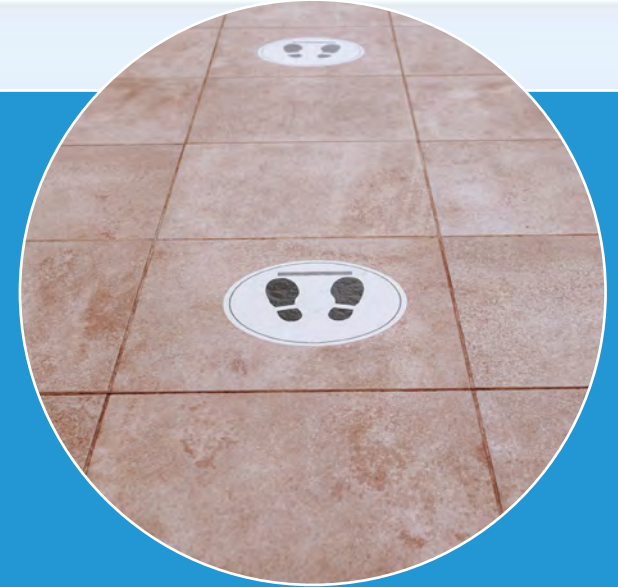
Exceeding Performance



Utilizing various communication tools



Scheduling meetings at convenient times/locations



Adapting to changing protocols during Covid-19



Opportunities Identified for Improvement



Maintain 80% of TAC positions through the year



Greater use of project websites for project outreach



Improved response to public comments and media inquiries

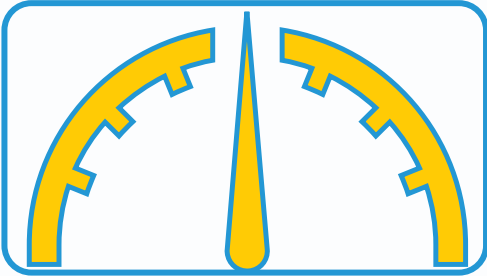


Accessibility of documents

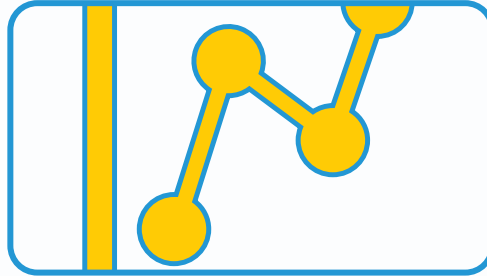


Google translate on website

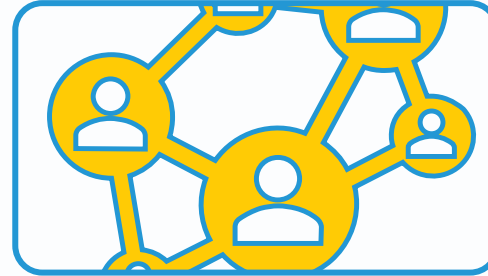
Plan Recommendations to enhance Public Involvement



Align MPO practices and performance measures



Assess the MPO's ability to track data for measures where data is not currently being tracked



Develop operational process to improve consistency of public outreach practices



Include PPP requirements in all new scope of services

THANK YOU

- Look forward to new year of public outreach with use of in-person and virtual engagement options.

Kelsey Peterson, Transit Planner
WSP

Introduction to Performance Measures and Targets

Performance Management is a strategic approach to connect investment and policy decisions to help achieve performance goals. Performance measures are quantitative criteria used to evaluate progress against adopted performance targets. Federal guidance established criteria for the evaluation of performance-based planning processes, which included the identification of specific performance measures that all states and each MPO must monitor and report. This process required FDOT to develop appropriate performance targets for these measures and to monitor the progress made toward achieving the targets. This also requires MPOs in Florida to either accept and support FDOT's performance targets or establish, formally adopt, and monitor their own performance targets. Lake-Sumter MPO has chosen to support the targets established by FDOT. The federal performance measures monitored by LSMPO are highlighted below.

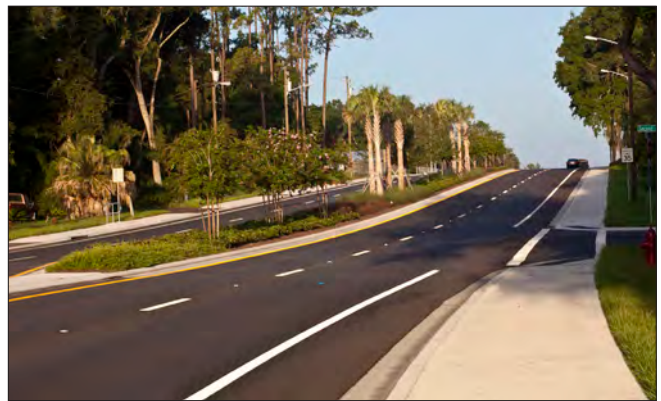
Key Performance Areas

PM1: Safety



Lake-Sumter MPO supports the adoption of FDOT's statewide safety performance measures and FDOT's target of "0" for each safety performance measure to reflect a commitment to eliminating fatalities and reducing the number of serious injuries.

PM2: Infrastructure Condition



This set of performance measures assess the condition of pavement and bridges on the National Highway System (NHS). Facilities rated as "Good" suggest that no major investments are needed. Facilities rated as Poor indicate major investments will be needed in the near term.

PM3: System Performance



This set of performance measures assess passenger and freight performance on the Interstate and non-Interstate National Highway System (NHS) by monitoring Level of Travel Time Reliability (LOTTTR) and Truck Travel Time Reliability (TTTR).

Transit Asset Management and Safety

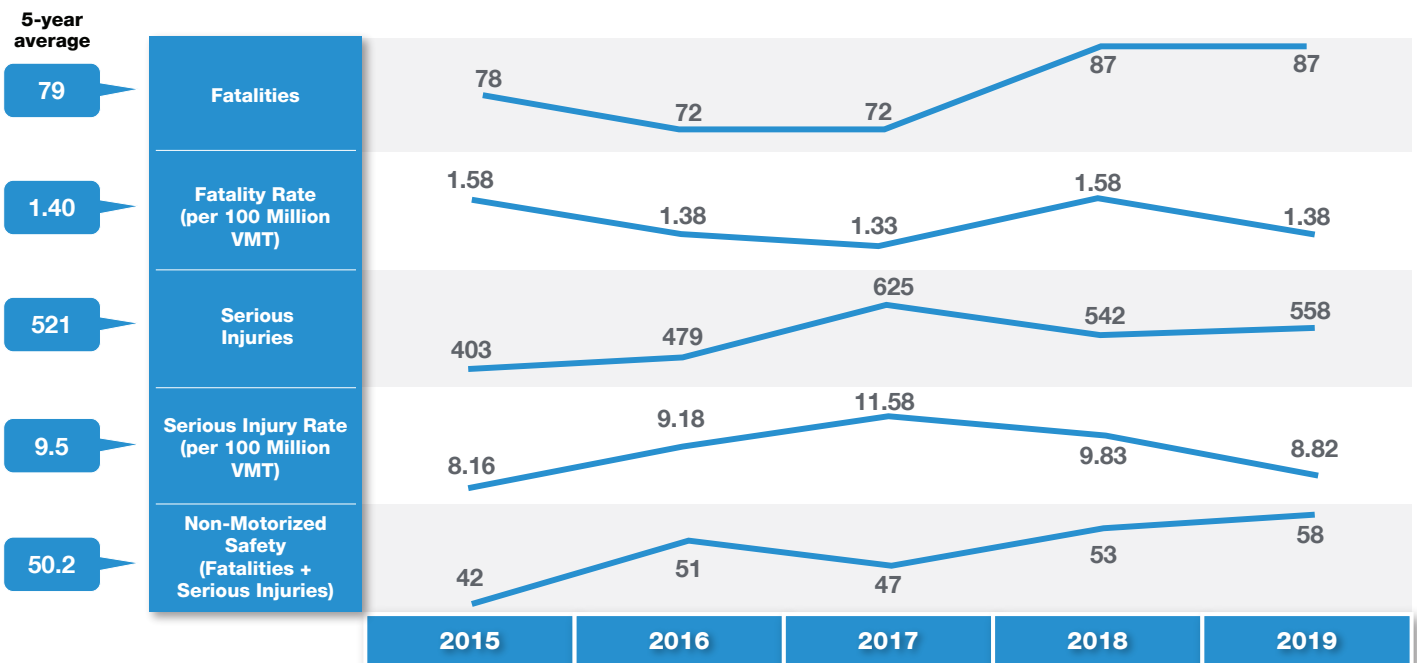


Transit Asset Management (TAM) monitors the state of good repair for transit equipment, rolling stock, transit infrastructure, and facilities. Public Transportation Agency Safety Plans (PTASP) are anticipated to help ensure that public transportation systems are safe.

PM1: Safety Performance Targets

The Lake-Sumter MPO, along with FDOT and other traffic safety partners, shares a high concern about the upward trending of traffic fatalities, both statewide and nationally. On December 8, 2021, the MPO agreed to support FDOT's statewide safety performance targets for calendar year 2022, and agrees to plan and program projects that help to make progress toward zero fatalities and serious injuries.

Performance Measures	Target	5-Year Rolling Average (2019)	Goal Met?
Number of fatalities (5-Year Average)	0	79	✗
Rate of fatalities per 100 million VMT	0	1.40	✗
Number of serious injuries (5-Year Average)	0	521	✗
Rate of serious injuries per 100 million VMT	0	9.5	✗
Number of non-motorized fatalities and non-motorized serious injuries	0	50.2	✗









PM2: Infrastructure Condition

On September 18, 2018, the MPO adopted Resolution 2018-10 to support FDOT's statewide pavement and bridge performance targets, and agrees to plan and program projects that help to achieve these targets.





Pavement Conditions

Pavement condition measures are expressed as a percentage and are determined by summing the total lane-miles of good or poor highway segments and dividing by the total lane-miles of all highway segments on the applicable system. Pavement in good condition suggests that no major investment is needed and should be considered for preservation treatment. Pavement in poor condition suggests major reconstruction investment is needed due to either ride quality or a structural deficiency.

Performance Measures	2-Year Target (2019)	Actual (2019)	Target Met?	4-Year Target (2021)	On-Track?
Percent of Interstate NHS Pavement in Good Condition	N/A	86.6%	N/A	≥60%	
Percent of Interstate NHS Pavement in Poor Condition	N/A	0%	N/A	≤5%	
Percent of Non-Interstate NHS Pavement in Good Condition	≥ 40%	50.9%		≥ 40%	
Percent of Non-Interstate NHS Pavement in Poor Condition	≤ 5%	0.1%		≤ 5%	

Bridge Conditions

Bridge condition measures refer to the percentage of bridges by deck area on the NHS that are in good condition or poor condition. The measures assess the condition of four bridge components: deck, superstructure, substructure, and culverts. A bridge in good condition suggests that no major investment is needed. A bridge in poor condition is safe to drive on; however, it is nearing a point where substantial reconstruction or replacement is needed.






Performance Measures	2-Year Target (2019)	Actual (2019)	Target Met?	4-Year Target (2021)	On-Track?
Percent of NHS Bridges by Deck Area in Good Condition	≥ 50%	85.4%		≥ 50%	
Percent of NHS Bridges by Deck Area in Poor Condition	≤ 10%	0%		≤ 10%	

PM3: System Performance

These performance measures assess travel time reliability on the Interstate and non-Interstate National Highway System and help to assess freight movement on the Interstate system. Travel time reliability is the consistency or dependability in travel times, as measured from day-to-day and/or across different times of the day, and measures the extent of unexpected delays.

Level of Travel Time Reliability (LOTRR) is the percent of person-miles on the Interstate system that are reliable. It is defined as the ratio of longer travel times (80th percentile) to normal travel times (50th percentile) during four time periods throughout the day. Truck Travel Time Reliability (TTTR) is defined as the ratio of longer truck travel times (95th percentile) to a normal travel time (50th percentile) over the Interstate during five time periods throughout the day.







On September 18, 2018, the MPO adopted Resolution 2018-10 to support FDOT's statewide system performance and freight targets, and agrees to plan and program projects that help to achieve these targets.

Performance Measures	2-Year Target (2019)	Actual (2019)	Target Met?	4-Year Target (2021)	Actual (2021)	Target Met?
Percent of person-miles on the Interstate system that are reliable (Interstate LOTTR)	≥75.0%	100%		≥70.0%	100%	
Percent of person-miles on the non-Interstate NHS that are reliable (Non-Interstate NHS LOTTR)	n/a	97.0%	n/a	≥50.0%	99.7%	
Truck travel time reliability index (TTTR)	≤ 1.75	1.32		≤2.00	1.44	

Transit Asset Management (TAM)

Transit agencies are responsible for maintaining vehicles (including for passengers and administrative/maintenance use), facilities, and fixed guideway (rail and busways). TAM targets are based on the condition of existing transit assets and planned investments in equipment, rolling stock, infrastructure, and facilities. The targets reflect the most recent data available on the number, age, and condition of transit assets, and capital investment plans for improving these assets. Note that LakeXpress has developed its own TAM Plan which is the basis of the table below; however, Sumter County Transit is included in a group TAM plan developed by the FDOT Public Transit Office.

TAM Targets for LakeXpress

Asset Category Performance Measure	Asset Class	FY 2018 Asset Condition	FY 2021 Target	On Track?
Rolling Stock				
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	Buses	31%	13%	
	Cutaways	23%	28%	
	Minivans	0%	11%	
	Vans	60%	34%	
Equipment				
Age - % of equipment or non-revenue vehicles within a particular asset class that have met or exceeded their Useful Life	Non Revenue Automobile	43%	0%	
Facilities				
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Administration/ Maintenance Facilities	0%	0%	

Public Transportation Agency Safety Plan (PTASP)

On February 24, 2021, Lake-Sumter MPO agreed to support Lake County Transit's safety targets, which are identified below. Because 2021 was the first year that PTASP data was monitored, the following table represents only the established targets for each PTASP indicator. The MPO will support the planning and programming of projects anticipated to make progress in achieving these targets.

PTASP Targets for LakeXpress

Transit Mode	Fatalities (Total)	Fatalities (per 100,000 vehicle revenue miles)	Injuries (Total)	Injuries (per 100,000 vehicle revenue miles)	Safety Events (Total)	Safety Events (per 100,000 vehicle revenue miles)	System Reliability (100,000 VRM/ failures)
Fixed Route Bus	0	0	45	.00002	19	.000007	12,534
ADA Paratransit	0	0	27	.000006	9	.000002	40,813

A. 2022 LIST OF PRIORITY PROJECTS (LOPP).

Consideration of Resolution 2022-3 Approving the 2022 List of Priority Projects.

As a Metropolitan Planning Organization, Lake~Sumter MPO is responsible for setting priorities for transportation funding in Lake and Sumter County. Each year, the MPO develops a priority list of projects, which is then shared with the Florida Department of Transportation for consideration in developing the department's five-year work program.

Our priority list includes projects for all modes of travel. Projects are ranked through an iterative process that considers connectivity, project readiness, and balancing the needs of all users of our transportation system.

Separate lists are maintained for Regional Trails and Bicycle and Pedestrian projects that are used to advance Transportation Alternatives projects and funding. These lists are reevaluated each year to update project status descriptions, remove completed projects, and reconsider the relative ranking of the transportation projects due to evolving conditions and needs

Attachments: Final Draft 2022 List of Priority Projects

Staff recommends approving the 2022 List of Priority Projects as presented.

TAC Comments:

- i. *Remove Wellness Way from 2022 LOPP – all project phases are developer-funded*
- ii. *Combine Citrus Grove Phase II & V – Phase II received \$8 million in member appropriations in the current state budget*
- iii. *Add Vista Ridge Drive/Wolf Branch Innovation Way Prelim Design/Planning Study as the new #20 on the TOP 20 List*

CAC Comments:

- iv. *Prioritize SR 19 PD&E project based on Congestion Management Process (CMP) roadway data.*
 1. *Staff recommends a Corridor Study for SR 19 from SR 50 (Groveland) to Main St. (Tavares).*
 2. *Staff applied the CMP roadway data to all projects on Planning Studies List*

Public Comments:

- v. *The MPO has received one public comment as of today, June 15, 2022.*
 1. *The comment concerned the regional trail list project limits on several trail projects; the MPO reviewed and made edits based on feedback from the Lake County Parks & Trails review.*
- vi. *The 2022 List of Priority Projects public review period was opened on June 1, 2022, and will close at the regularly scheduled MPO Governing Board meeting on June 22, 2022.*

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2022-3

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE 2022 LIST OF PRIORITY PROJECTS AND AUTHORIZING TRANSMITTAL OF THE NEW FUNDING PRIORITIES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Lake~Sumter Planning Area; and

WHEREAS, Section 339.175, Florida Statutes, 23 USC 134, and 49 USC 5303 require that the urbanized area, as a condition for the receipt of federal capital or operating assistance, has a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, Section 339.175(8)(a), Florida Statutes requires that the MPO is responsible for developing, annually, a list of project priorities ranking the transportation needs of the MPO area; and

WHEREAS, the prevailing principles that must be considered by the MPO when developing the List of Priority Projects are preserving the existing transportation infrastructure, enhancing Florida's economic competitiveness, and improving travel choices to ensure mobility; and

WHEREAS, the 2022 List of Priority Projects is based upon project selection criteria that consider, in part, transportation needs and priorities identified by the MPO, local governments, and FDOT, the goals and objectives of the MPO long-range transportation plan; the Florida Department of Transportation (FDOT) Strategic Intermodal System Plan; criteria consistent with projects eligible to receive funding from the Transportation Regional Incentive Program outlined in Florida Statutes 339.2819(4); the results of the transportation management systems; the MPO public involvement plan; goals, objectives, and policies of the local government's comprehensive Plan, projects that lend support for economic vitality, community development, business functionality, and the creation or retention of employment opportunities, and

WHEREAS, the 2022 List of Priority Projects must be used by the FDOT in developing the district work program and must be used by the MPO in developing its transportation improvement program; and

WHEREAS, the FDOT has established a deadline of July 1, 2022, for the submittal of new project priorities, pursuant to Section 339.175(8)(b), Florida Statutes, with said priorities serving as a basis upon which FDOT District 5 makes funding decisions relative to the FDOT five-year Work Program; and

WHEREAS, the Lake~Sumter MPO, serving the role of prioritizing all federal-aid roadways, including certain county roadways, has prioritized county transportation projects to address regional county transportation needs within the MPO Area.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO:

1. The 2022 List of Priority Projects was developed with consideration given to preserving the existing transportation infrastructure, enhancing Florida’s economic competitiveness, and improving travel choices to ensure mobility; and
2. The 2022 List of Priority Projects is consistent with the MPO’s adopted long-range transportation plan, *TRANSPORTATION 2045*, which was adopted on December 9, 2020; and
3. The 2022 List of Priority Projects is consistent with the FDOT Strategic Intermodal System Plan; and
4. The 2022 List of Priority Projects was developed in consideration of criteria consistent with projects eligible to receive funding from the Transportation Regional Incentive Program outlined in Florida Statutes 339.2819(4); and
5. The 2022 List of Priority Projects was developed using the procedures of the MPO public involvement plan; and
6. The 2022 List of Priority Projects is hereby endorsed and adopted; and
7. The Chair of the MPO is authorized and directed to submit the 2022 List of Priority Projects to the Florida Department of Transportation, the Chair of the Lake County Board of County Commissioners, and the Sumter County Board of County Commissioners.

Resolution 2022-XX; Lake~Sumter Metropolitan Planning Organization Adopting the 2022 List of Priority Projects

PASSED AND ADOPTED this _____ day of _____, 2022.

Lake~Sumter Metropolitan Planning Organization

Dan Robuck, Chair

Approved as to Form and Legality:

Melanie Marsh, MPO Attorney

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Top 20

2022 Top 20 Rank	2021 Top 20 Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	LOPP Category	Project Type	Performance Measures	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY	Programmed Phase Cost	CMP Congested Corridors 2021 Analysis (for informational purposes)
1	2	FDOT/ Lake County	427056-1	SR 50	CR 565 (Villa City)	CR 565A (Montevista)	Realignment	SIS	Capacity	System Performance	CST	2023/24	\$27,300,000	ROW	2021/22 2022/23	\$12,384,561 \$25,814,445 Total: \$38,199,006	Congested (2026)
2	5	FDOT/ Sumter County	430132-1	SR 35 (US 301) - (Segments 3,4,5 from SR 44 to CR 525E are Sumter County Priority)	SR 44	CR 470	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	ROW	2026/2027	\$27,000,000	Design	2022/23 2025/26	\$6,344,000 \$7,200,000 Total: \$13,544,000	Extremely Congested (2021)
3	-	FDOT	409870-1	SR 44	US 441	SR 44	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2023/24	\$23,701,500				Extremely Congested (2021)
4	3	Sumter County	447931-1	Marsh Bend Trail (CR 501)	Corbin Trail	Central Parkway	Roadway Improvements/ ITS	Capacity (Non-SIS)	Capacity	System Performance	CST	2023/2024	\$1,462,300	CST	2023/24	\$1,905,400	Operating at Acceptable Level of Service
5	6	FDOT	238394-3	SR 500 (US 441)	Perkins Street	SR 44	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2023/24	\$13,794,537				Congested (2026)
6	-	Sumter/ Wildwood	-	US 301 Complete Streets	C-466A	C-44A	Complete Streets	Complete Streets	Complete Streets	System Performance	Design	2023/24	\$2,007,154	Study			Operating at Acceptable Level of Service
7	4	FDOT	429356-1	SR 500 (US 441)	SR 44	N of SR 46	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2023/24	\$22,233,040	ROW	2021/22		Operating at Acceptable Level of Service
8	-	Sumter County	-	C 48	C 469	Lake/Sumter County Line	Safety Project	Safety/ Operations/TSM&O	Safety	Safety	Design	2023/24	\$2,617,976				Operating at Acceptable Level of Service
9	10	Lake County/ Lady Lake	439665-1	Rolling Acres Road	West Lady Lake Avenue	Griffin Avenue	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	Design	2026/27	\$2,000,000	PD&E	2025/26	\$900,000	Extremely Congested (2026)
10	18	Lake County	449454-1	Hammock Ridge Roundabout - Hammock Ridge Rd. at Lakeshore Dr.	Hammock Ridge Rd	Lakeshore Dr	Roundabout	Safety/ Operations/TSM&O	Safety	Safety	CST	2027/28	\$1,500,000	Design	2025/26	\$750,000	Extremely Congested (2021)
11	9	Lake County	441710-1	Round Lake Road Extension	Lake/Orange County Line	Wolf Branch Road	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2027/28	\$30,000,000	ROW	2025/26	\$9,000,000	Operating at Acceptable Level of Service
12	11	Lake County	441779-1	CR 455 (Hartle Rd)	Lost Lake Road	Hartwood Marsh Road	Roadway Extension/ Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2024/25	\$19,800,000	ROW	2022/23	\$3,000,000	New Roadway, Not on CMP Network
13	12	Lake County	405854-1	Wekiva Trail (Segments 1&5)	Disston Avenue	Sorrento	Multi-use Trail	Trails	Bike/Ped	System Performance	ROW	2023/24	\$19,000,000	PD&E (Segment 5)			Trail
14	13	Lake County	-	CR 455 (Hartle Rd)	Hartwood Marsh Rd	CFX Lake-Orange Connector	Roadway Extension	Capacity (Non-SIS)	Capacity	System Performance	Design	2023/24	\$3,000,000	PD&E			New Roadway, Not on CMP Network
15	15	Lake County	-	Citrus Grove Road - Phases II and V	W. of Scrub Jay Lane (Phase II) / Florida's Turnpike (Phase V)	Grassy Lake Road (Phase II) / Blackstill Lake Dr. (Phase V)	New Corridor/ Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2024/25	\$9,000,000	Design			New Roadway, Not on CMP Network
16	16	Lake County	441393-1	CR 437 Realignment	Oak Tree Dr	SR 46	New Corridor/ Road Widening	Capacity (Non-SIS)	Capacity	System Performance	CST	2024/25	\$4,000,000	ROW	2023/24	\$2,500,000	New Roadway, Not on CMP Network
17	19	Lake County	447410-1	Micro Racetrack Road	CR 466A	Lake Ella Road	Paved Shoulders	Safety/ Operations/TSM&O	Safety	Safety	ROW	2026/27	\$5,000,000	Design	2025/26	\$450,000	Approaching Congestion
18	-	Lake County	-	Hartwood Marsh Road	Regency Hills Drive	Innovation Lane	Road Widening	Capacity (Non-SIS)	Capacity	System Performance	Design	2023/24	\$1,500,000	PDE			Approaching Congestion
19	-	Lake County	-	Lake Minneola Shores & Jalarmy Rd Roundabout	Lake Minneola Shores	Jalarmy Road	Roundabout	Safety/ Operations/TSM&O	Operations	System Performance	CST	2024/25	\$1,200,000	Design			Operating at Acceptable Level of Service
20	-	Lake County/ Mount Dora	-	Vista Ridge Drive/Wolf Branch Innovation Blvd	Niles Road	CR 437	New Corridor	Planning Study	Capacity	System Performance	Planning/ Preliminary Design	2023/24	\$1,500,000				New Roadway, Not on CMP Network

Prior Top 20 Projects Currently Funded for Construction

Project	From	To	Description	Cost	CST Funding Source
Hartwood Marsh Road	US 27	Regency Hills Drive	Road Widening	\$12,540,000	State/Local
Hooks Street	Hancock Road	Hartle Road	Road Widening	\$5,000,000 (Phase I)	State/Local
Wellness Way	US 27	SR 429	New Corridor	\$40,000,000	Developer-Funded
Citrus Grove Phase II	W. of Scrub Jay Lane	Grassy Lake Road	New Corridor/ Road Widening	\$8,000,000	Member Project (State)

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Strategic Intermodal System (SIS) Projects

SIS Rank	County/ Location	Sponsor	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Lake County	FDOT	427056-1	SR 50	CR 565 (Villa City)	CR 565A (Montevista)	Realignment	Capacity	System Performance	CST	2023/24	\$27,300,000	ROW	2021/22 2022/23
2	Sumter/ Lake	FDOT	435859-3 435859-4 435859-5	SR 50	Hernando/ Sumter CL	CR 33	Road Widening	Capacity	Safety	ROW	2023/24	\$51,771,167	ROW	2021-2023
3	Lake County	Turnpike	435787-1	Widen Turnpike	US 27 (MP 289.3)	CR 470 (MP 297.3)	Road Widening	Capacity	System Performance	Design	2023/24			
4	Lake County	Turnpike	435788-2	Widen Turnpike	CR 470 (297.3)	Lake/Sumter County Line (MP 297.9)	Road Widening	Capacity	System Performance	Design	2023/24			
5	Sumter County	Turnpike	435788-1	Widen Turnpike	Lake/Sumter County Line (MP 297.9)	US 301 Interchange (MP 306.3)	Road Widening	Capacity	System Performance	Design	2023/24			
6	Sumter County	FDOT		I-75	Florida's Turnpike	Sumter/Marion County Line	Manged Lanes	Capacity	System Performance					
7	Sumter County	FDOT		I-75	SR 44	Sumter/Marion County Line	Road Widening	Capacity	System Performance					
8	Lake County	FDOT		US 27	Florida's Turnpike Ramps N	South of SR 19	Road Widening	Capacity	System Performance					
9	Lake County	FDOT		US 27	CR 561S	Turnpike	Road Widening	Capacity	System Performance	PDE	2023/24			

Top 20 Project

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Roadway Capacity Projects (Non-SIS)

Capacity Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY	CMP Congested Corridors 2021 Analysis (for informational purposes)
1	FDOT/ Sumter County	430132-1	SR 35 (US 301)	SR 44	CR 470	Road Widening	Capacity	System Performance	ROW	2026/27	\$27,000,000	Design	2022/23 2025/26	Extremely Congested (2021)
2	FDOT/ Lake County	409870-1	SR 44 (CR44B)	US 441	SR44	Road Widening	Capacity	System Performance; Safety	CST	2024/25	\$23,701,500	ROW		Extremely Congested (2021)
3	Sumter County	447931-1	Marsh Bend Trail (CR 501)	Corbin Trail	Central Parkway	Roadway Improvments	Capacity	System Performance	CST	2023/24	\$1,275,400	CST	2022/23	Operating at Acceptable Level of Service
4	FDOT/ Lake County	238394-3	SR 500 (US 441)	Perkins Street	SR 44	Road Widening	Capacity	System Performance	CST	2023/24	\$13,794,537			Congested (2026)
5	FDOT/ Lake County	429356-1	SR 500 (US 441)	SR 44	N of SR 46	Road Widening	Capacity	System Performance	CST	2023/24	\$22,233,040	ROW	2021/22	Not Congested
6	Lake County/ Lady Lake	439665-1	Rolling Acres Road	West Lady Lake Ave.	Griffin Ave	Road Widening	Capacity	System Performance	Design	2026/27	\$2,000,000	PD&E	2025/26	Extremely Congested (2026)
7	Lake County	441710-1	Round Lake Road	Wolfbranch Rd	North of SR 44	New Roadway/Alignment	Capacity	System Performance	CST	2024/25	\$30,000,000	Design		Operating at Acceptable Level of Service
8	Lake County	441779-1	CR 455 (Hartle Rd)	Lost Lake Rd.	Hartwood Marsh Rd.	Roadway Extension/ Widening	Capacity	System Performance	CST	2024/25	\$19,800,000	ROW	2022/23	New Roadway, Not on CMP Network
9	Lake County	-	CR 455 (Hartle Rd)	Hartwood Marsh Rd	CFX Lake-Orange Connector	Road Extension	Capacity	System Performance	Design	2023/24	\$3,000,000	PDE		New Roadway, Not on CMP Network
10	Lake County	-	Citrus Grove Phase II	West of Scrub Jay Lane	Grassy Lake Rd	New Alignment/Widening	Capacity	System Performance	CST	2024/25	\$10,000,000	ROW		New Roadway, Not on CMP Network
11	Lake County	-	Citrus Grove Phase V	Turnpike	Blackstill Lake Dr	New Roadway/Alignment	Capacity	System Performance	CST	2024/25	\$5,000,000	Design		New Roadway, Not on CMP Network
12	Lake County	441393-1	CR 437 Realignment	Oak Tree Dr	SR 46	New Alignment/Widening	Capacity	System Performance	CST	2024/25	\$4,000,000	Design		New Roadway, Not on CMP Network
13	Lake County	-	Hartwood Marsh	Regency Hills Dr	Innovation Lane	Road Widening	Capacity	System Performance	Design	2023/24	\$750,000	PDE		Approaching Congestion
14	Lake County	-	CR 455 Paved Shoulder	CR 561	CR 561A	Paved Shoulder	Capacity	System Performance	Design	2023/24	\$700,000			Operating at Acceptable Level of Service
15	FDOT/Lake County	-	CR 470/CR 48	Meggison Road at The Villages	US 27	Road Widening	Capacity	System Performance	Design	2023/24	\$4,000,000			Congested (2026)
16	Lake County/ Mount Dora	-	Vista Ridge Drive/Wolf Branch Innovation Boulevard	Niles Rd	Round Lake Road	New Roadway	Capacity	System Performance	Design	2023/24	\$1,000,000	Study		New Roadway, Not on CMP Network
17	Lake County	-	CR 561A	CR 561	CR 455	Realignment	Capacity	System Performance; Safety	PDE	2023/24	\$750,000	Study		Operating at Acceptable Level of Service
18	FDOT/ Lake County	-	SR 44	Orange Ave	CR 46A	Road Widening	Capacity	System Performance	PDE	2023/24	\$TBD			Congested (2021)
19	FDOT	-	SR 19	SR 50	CR 455	Road Widening	Capacity	System Performance	PDE	2023/24	\$TBD			Congested (2021)

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Roadway Capacity Projects (Non-SIS)

Capacity Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY	CMP Congested Corridors 2021 Analysis (for informational purposes)
20	Lake County	-	Woodlea Road	SR 19	End	Road Widening	Capacity	System Performance	Design Update/ ROW	2023/24	\$3,000,000			Operating at Acceptable Level of Service
21	FDOT/ Lake County	238319-1	SR 19	Howey Bridge	CR 561	Road Widening	Capacity	System Performance	CST	2023/24	\$35,000,000			Extremely Congested (2021)
22	Lake County	-	Hancock Road	Hartwood Marsh Rd	Wellness Way	New Road	Capacity	System Performance	CST	2025/26	\$20,000,000			New Roadway, Not on CMP Network
23	Lake County	-	SR 46A	SR 44	SR 46	Road Widening	Capacity	System Performance	CST	2023/24	\$TBD	Design		Congested (2021)

Top 20 Project

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Safety/Operations/TSM&O Projects

Safety/Operations/TSM&O Rank	Sponsor/Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Sumter County	-	C 48	C 469	Lake/Sumter County Line	Safety Improvements	Safety	System Performance	Design	2023/24	\$2,617,976		
2	Lake County	449454-1	Hammock Ridge Roundabout	Hammock Ridge Rd	Lakeshore Dr	Roundabout	Safety	System Performance	CST	2027/28	\$1,500,000	Design	2025/26
3	Lake County	447410-1	Micro Racetrack Road	CR 466A	Lake Ella Road	Paved Shoulder	Safety	System Performance	ROW	2026/27	\$5,000,000	Design	2025/26
4	Lake County	-	Lake Minneola Shores & Jalarmy Rd Roundabout			Roundabout	Operations	System Performance	CST	2024/25	\$1,200,000	Design	
5	Sumter County	436365-1	Sumter County ITS (Phase1)			ITS	Operations	System Performance	CST	2023/24	\$714,150	Design	2018/19
6	FDOT/ Lake County	-	US 27 ATMS			ATMS	Operations	System Performance	CST	2023/24	\$1,656,000		
7	Lake County	-	Radio Rd. North Safety Project	500 feet south of Treadway School Rd.	350' N of Jackson Rd	Safety Improvements	Safety	System Performance	CST	2023/24	\$2,000,000	Design	
8	Lake County	-	Radio Rd. South Safety Project	US 441	500 feet south of Treadway School Rd.	Safety Improvements	Safety	System Performance	CST	2024/25	\$5,000,000	Design	
9	Lake County	-	ITS Initial Deployment Equipment & Installation	Countywide	Countywide	ITS	Operations	System Performance	CST	2023/24	\$60,000	Study	
10	Lake County	-	ITS Fiber Infrastructure	Countywide	Countywide	ITS	Operations	System Performance	CST	2023/24	\$570,000	Study	
11	Lake County	-	Intelligent Traffic Signal Controllers	Countywide	Countywide	ITS	Operations	System Performance	CST	2023/24	\$250,000		
12	Lake County	-	Flat Lake Roundabout			Roundabout	Operations	System Performance	ROW	2023/24	\$2,000,000		
13	Lake County	-	Lakeshore Drive & CR 561 Roundabout			Roundabout	Operations	System Performance	ROW	2023/24	\$350,000		
14	Lake County/ Minneola	-	US Highway 27 at Lake Minneola Shores			Intersection Improvement	Operations	System Performance	Design	2023/24	\$200,000		
15	Lake County/ Minneola	-	Lake Minneola Shores and Highway 27			Intersection Improvement	Operations	System Performance	CST	2023/24	\$800,000		
16	Lake County/ Minneola	-	Citrus Grove Road Trail Crossing	Grassy Lake Road	North Side of Citrus Grove Road	Bike/Ped	Safety	Safety	CST	2023/24	\$50,000		
17	FDOT/ Lake County	-	US 27 & SR 44 Intersection Improvement			Intersection Improvement	Operations	System Performance	PDE	2023/24	\$TBD		

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Safety/Operations/TSM&O Projects

Safety/ Operations/ TSM&O Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
18	FDOT/ Umatilla	-	Mast Arms at Intersection of SR 19 and Bulldog Way			Signals	Operations	System Performance	Design	2023/24	\$200,000		
19	Lake County		Britt Road Northbound right turn lane at new signal			Intersection Improvement	Operations	System Performance	ROW	2023/24	\$350,000		

Top 20 Project

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Complete Streets Projects

Complete Streets Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Wildwood	-	US 301	C-466A	C-44A	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$2,007,154	Study	2018/19
2	Lake County	-	Sorrento Avenue (SR 46) Complete Street	Orange Street	Hojin Street	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$2,000,000	Study	
3	Clermont	-	East Avenue Complete Streets Reconstruction	Minnehaha Ave	Grand Highway	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$900,000	Study	2018/19
4	Lake County/ Montverde	-	CR 455	Fosgate Road	Ridgewood Avenue	Complete Street	Safety	Safety; System Performance	Planning	2023/24	\$600,000		
5	Lake County	-	CR 561 (Astatula) Complete Street	Country Club Drive	Bates Lane	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$2,000,000		
6	Webster	-	SR 471 Webster Complete Streets	CR 478A	CR 730	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$TBD	Study	
7	Leesburg	-	City of Leesburg Main Street Complete Streets	CR 468	SR 44	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$TBD	Study	
8	Lake County	-	Lakeshore Drive Complete Street	CR 561	Hammock Ridge Boulevard	Complete Street	Safety	Safety; System Performance	Design	2023/24	\$2,500,000		
9	Lake County	-	CR 435	Orange County Line	SR 46	Complete Street	Safety	Safety; System Performance	Planning	2023/24	\$200,000		
10	Lake County	-	SR 40	Veterans Drive	St. Johns River Bridge	Complete Street	Safety	Safety; System Performance	Planning	2023/24	\$600,000		
11	Lady Lake	-	Old Dixie Highway	CR 466	Griffin View Drive	Complete Street	Safety	Safety; System Performance	Planning	2023/24	\$TBD		

Top 20 Project

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Trail Projects

Trails Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Tavares/ Mount Dora	430975-2	Wekiva Trail Segments 1	Tremain St	Sorrento	Trail	Bike/Ped	System Performance	ROW	2023/24	\$19,000,000	Design	
		405854-1	Wekiva Trail Segment 5	Disston Ave	Tremain St	Trail	Bike/Ped	System Performance	ROW	2023/24		PDE	
2	Lake County	441626-1	North Lake Trail - Segment 3A	Collins St./CR 450	East Altoona Rd. (North of CR 42)	Trail	Bike/Ped	System Performance	Design	2023/24	\$350,000	PDE	2021/22
3	Lake County	441626-1	North Lake Trail - Segment 3B	East Altoona Rd	SR 40	Trail	Bike/Ped	System Performance	Design	2023/24	\$3,000,000	PDE	2021/22
4	Lake County	-	North Lake Trail - Segment 2	Ferran Park (Eustis)	Collins St./CR 450	Trail	Bike/Ped	System Performance	ROW	2023/24	\$100,000	Design	
5	Lake County	-	Leesburg-Wildwood Trail	Veech Rd/Jones Dr	Sumter County Line	Trail	Bike/Ped	System Performance	ROW	2023/24	\$3,000,000		
6	Lake County/ Montverde	-	Montverde Greenway Trail Extension	Ferndale Preserve	Gladys St.	Trail	Bike/Ped	System Performance	Design	2023/24	\$450,000		
7	Lake County	-	Blackstill Lake Trail	Old Hwy 50	N of Turnpike	Trail	Bike/Ped	System Performance	Design	2023/24	\$2,000,000	Study	
8	Lake County	-	Gardenia Trail Phase II	MLK Blvd	Lake Ella Rd	Trail	Bike/Ped	System Performance	Design	2023/24	\$500,000	PDE	
9	Lake County	-	Gardenia Trail Phase II	Lake Ella Rd	Marion County Rd	Trail	Bike/Ped	System Performance	Design	2023/24	\$600,000	PDE	
10	Lake County	-	Tav-Lee Trail - Segment 2	Canal St	Existing Tav-Lee Trail	Trail	Bike/Ped	System Performance	Design	2023/24	\$1,100,000	PDE	
11	Lake County	-	North Lake Trail - Segment 1	Wekiva Trail	Ferran Park (Eustis)	Trail	Bike/Ped	System Performance	PDE	2023/24	\$2,000,000	Planning	2021/22
12	Lake County	-	Lake Denham Trail	Sumter County Line	S. 12th St	Trail	Bike/Ped	System Performance	PDE	2023/24	\$1,200,000	Planning	2022/23
13	Minneola	-	Citrus Grove Trail Crossing	Grassy Lake Road	North Side of Citrus Grove Road	Trail	Bike/Ped	System Performance	CST	2023/24	\$50,000		
SUN Trail													
		436360-1	Black Bear Scenic Trail	Levy Hammock Rd	US 17	SUN Trail Individual Trail	Bike/Ped	System Performance	Design	2023/24	\$1,750,000	PDE	
		435471-1 to 5	South Sumter Connector Trail			SUN Trail Regional System	Bike/Ped	System Performance	These SUN Trail projects are being developed by FDOT as part of the Coast to Coast Connector Regional System.				
		422570-3 + others	South Lake Trail Phase 3C and Phase 4			SUN Trail Regional System	Bike/Ped	System Performance					

Top 20 Project

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Bicycle/Pedestrian & Sidewalk Projects

Bike/Ped & Sidewalk Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Lake County	439684-1	Radio Rd (Treadway Elementary)	Silver Bluff	Treadway School Rd	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$3,000,000	Design	
2	Lake County	439048-1	East Orange Avenue	Fruitwood Avenue	Sunrise Lane	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$717,000	Design	
3	Lake County	439685-1	CR 561 (Monroe St) Astatula Elementary	Tennessee Ave	CR 48/Florida Ave	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$183,000	Design	
4	Lake County	439683-1	Log House Rd (Pine Ridge Elementary School)	CR 561	Lakeshore Dr	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$642,000	Design	
5	Lake County	439663-1	Hancock Rd (Lost Lake Elementary)	Sunburst Ln	Greater Pines Blvd	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$1,400,000	Design	
6	Lake County	439687-1	Lakeshore Dr (Pine Ridge Elementary School)	Cherith Ln	Oleander Dr	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$1,400,000	Design	
7	Lake County	439686-1	CR 44 Bypass/Deland Rd (Eustis Middle School)	Lake/Orange County Line	Cypress Grove Rd	New Sidewalk	Bike/Ped	Safety	CST	2024/25	\$713,000	Design	
8	Lake County		Picciola Rd	US 441	Sail Fish Ave	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$115,310	Study	
9	Lake County		Lakeshore Dr (Pine Ridge Elementary School)	Hammock Ridge	Hooks St	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$250,000		
10	Lake County		Griffin Rd (Carver Middle School)	CR 468	Thomas Ave	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$141,000		
11	Minneola		Old 50 Sidewalk	Trailside Industrial Park	Forestwood Drive	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$150,000		
12	Minneola		US Highway 27 Sidewalk	E Side US HWY 27 at Lake Minneola Shores	East Side of US Highway 27	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$800,000		
13	Pine Lakes		SR 44 Sidewalk	Oak Avenue	North to Pine Lakes Park, East Side of Road	New Sidewalk	Bike/Ped	Safety	Design	2023/24	\$800,000		

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Transit Projects

Transit Rank	Sponsor/ Location	FM #	Project Name/Description	Project Type	Performance Measure(s)	Cost Estimate
1	Lake County	-	Weekend Service Routes 1-5	Operations	System Performance	\$TBD
2	Lake County	-	Evaluate need for weekend, evening, and connecting Clermont to Leesburg service	Operations	System Performance	\$TBD
3	Lake County	-	Evening Service Routes 1-5	Operations	System Performance	\$TBD
4	Lake County	-	Clermont-Minneola Circulator (Rt. 6)	Operations	System Performance	\$TBD
5	Lake County	-	Double Frequency Routes 1-6	Operations	System Performance	\$TBD
6	Lake County	-	LakeXpress North-South Connection (Four Corners to Leesburg)	Operations	System Performance	\$TBD

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Planning Studies

County/Local Roads

Planning Studies Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	CMP Congested Corridors 2021 Analysis (for informational purposes)
1	Mount Dora/ Lake County	-	Vista Ridge Drive/Wolf Branch Innovation Boulevard	Niles Road	CR 437	Corridor Study/ Preliminary Design	Capacity	System Performance	Planning/ Preliminary Design	2023/24	\$1,500,000	New Roadway, Not on CMP Network
2	Lake County	-	CR 500A/Old 441	Bay Road	N Highland Street	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Extremely Congested (2026)
3	Sumter County	-	CR 104	US 301/SR 35	CR 101	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Congested (2026)
4	Lake County/ Lady Lake	-	CR 25	Marion County Line	US 27/441	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Congested (2026)
5	Lake County/ Minneola	-	Minneola Traffic Studies (Grassy Lake Elementary School/Minneola Charter School/Oak Valley Boulevard)			Area Traffic Study	Safety	System Performance	Planning	2023/24	\$235,000	N/A
6	Lake County/ Lady Lake	-	Rolling Acres Road	CR 466	Lake Ella Road	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Operating at Acceptable Level of Service
7	Lake County/ Lady Lake	-	Cherry Lake Road/CR 100	CR 466	Lake Ella Road	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Operating at Acceptable Level of Service

Top 20 Project

State Roads

Planning Studies Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	CMP Congested Corridors 2021 Analysis (for informational purposes)
1	Lake County	-	SR 19	SR 50 (Groveland)	Main Street (Tavares)	Corridor Study	Capacity	System Performance	Planning	2023/24	\$TBD	Ranges from Congested (2021) to Extremely Congested (2021/2026)
2	Lake County	-	US 441	SR 19/Duncan Drive	SR 19/Bay Street	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Extremely Congested (2026)
3	Sumter County	-	US 301/SR 35	CR 472	CR 466	Traffic Study	Capacity	System Performance	Planning	2023/24	\$TBD	Extremely Congested (2026)
4	Lake County	-	SR 44	CR 46A	Overlook Drive	Corridor Study	Capacity	System Performance	Planning	2023/24	\$TBD	Congested (2021)
5	Sumter County	-	US 301/SR 35 (Noble Ave)	SR 48 (Main Street)	CR 48 (Florida Street)	Corridor Study	Capacity	System Performance	Planning	2023/24	\$TBD	Congested (2026)

2022 List of Priority Projects (Draft for Final Approval - June 22, 2022)

Bridge Projects

Rank	Sponsor/ Location	FM #	Project Name	From	To	Description	Project Type	Performance Measure(s)	Proposed Phase	Proposed Phase FY	Proposed Phase Cost	Programmed Phase(s)	Programmed Phase FY
1	Sumter County	447409-1	Sumter County Bridges 184000, 184002, 184052, 184055 and 184067 Rehabilitation	CR 478A Gant Lake Canal Bridge	CR 728 Big Prairie Canal	Bridge Replacement	Preservation	System Performance	CST	2023/24	\$717,289		
2	Lake County	-	CR 470 Bridge Over Florida's Turnpike			Bridge Replacement	Preservation	System Performance	CST	2025/26	\$3,000,000		
3	Lake County	-	CR 565 (Bay Lake Rd) Bridge Over Bayroot Slough #114083			Bridge Replacement	Preservation	System Performance	CST	2023/24	\$1,200,000		
4	Lake County	-	CR 42 Bridges Over Black Water Creek and Drainage Canal #114019 & 114088			Bridge Replacement	Preservation	System Performance	CST	2023/24	\$1,750,000		
5	Lake County	-	Bronson Rd Bridge Over Crescent Lake #114078			Bridge Replacement	Preservation	System Performance	CST	2023/24	\$580,000		
6	Lake County	-	Lake Minneola Trail Connection/Lake Minneola Shores Bridge #114045	US 27	CR 565A	Multi-use Trail/ Bridge Replacement	Preservation	System Performance	Design	2023/24	\$1,200,000		
7	Lake County	-	CR 439 Bridges Over Black Water Creek # 114021, 114048 & 114049			Bridge Replacement	Preservation	System Performance	Design	2023/24	\$250,000		
8	Lake County	-	CR 448 Bridge Over Apopka Beauclair Canal #114087			Bridge Replacement	Preservation	System Performance	Design	2023/24	\$1,000,000		

B. 2023-2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Consideration of Resolution 2022-04 Approving the FY2023 – 2027 Transportation Improvement Program.

As the metropolitan planning organization for Lake and Sumter County, Lake~Sumter MPO adopts a Transportation Improvement Program (TIP) by July 1 annually to ensure that Lake and Sumter County are eligible to receive State and Federal funding for transportation projects. The TIP contains project descriptions, schedules, and corresponding funding allocations regarding transportation improvement projects for the Florida Department of Transportation (FDOT), the 21 local governments of Lake and Sumter County, Lake County Transit, and Sumter County Transit, and local airports. The projects include construction, reconstruction, capital purchases, and maintenance work associated with roads, sidewalks, trails, transit services, airports, and the Transportation Disadvantaged Program. The TIP also identifies the MPO's priority state and federal funding projects.

Attachments: [Final Draft FY 2023 – 2027 Transportation Improvement Program](#)

Staff recommends approving Resolution 2022-4 adopting the Transportation Improvement Program for FY2023-2027 as presented.

Roll Call Vote Required

TAC Comments: TAC approved the FY 2023-2027 TIP as presented

CAC Comments: CAC approved the FY 2023-2027 TIP as presented

Public Comments: The MPO received no public comments on the FY 2023 – 2027 TIP as of today, June 15, 2022

The FY 2023 -2027 TIP public review period was opened on June 1, 2022, and will close at the regularly scheduled MPO Governing Board meeting on June 22, 2022.

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2022 - 4

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE FYs 2023– 2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) TO INCLUDE PROJECTS IN THE FLORIDA DEPARTMENT OF TRANSPORTATION WORK PROGRAM FOR FISCAL YEARS 2023 THROUGH 2027

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Lake-Sumter MPO Planning Area; and

WHEREAS, Section 339.175, Florida Statutes; 23 USC. Section 134; and Title 49 USC require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, must have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, 23 USC. Section 134(j) and Section 339.175(8), Florida Statutes, require the Lake~Sumter MPO to formulate a Transportation Improvement Program (TIP), defined by 23 CFR Section 450.104 as a prioritized listing/program of transportation projects that are developed and formally adopted by an MPO as part of the metropolitan transportation planning process; and

WHEREAS, Section 339.175(8), Florida Statutes, requires that the TIP include projects and project phases to be funded with state or federal funds that are recommended for advancement during the next fiscal year and four subsequent fiscal years; and

WHEREAS, the Lake~Sumter MPO is adopting the FY 2022/23 - 2026/27 TIP also to include projects that were not completed or that were not committed in the previous state fiscal year and that, under federal regulations, must be included in the Lake~Sumter MPO FYs 2022/23-2026/27 adopted TIP for consistency with the FDOT Work Program and the State Transportation Improvement Plan (STIP).

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that the:

1. FY 2023 – FY 2027 TIP is hereby endorsed and adopted (Exhibit A); and
2. The FY 2023 – FY 2027 TIP includes projects in the FDOT FY 2023–FY 2027 Work Program: and
3. Federally-aided projects listed in the FY 2023 – FY 2027 TIP will be initiated within the MPO Area; and

4. The Chair of the Lake~Sumter MPO is hereby authorized and directed to submit the FY 2023 – FY 2027 TIP to the following:
- a. Federal Highway Administration (FHWA) through the Florida Department of Transportation (FDOT);
 - b. Federal Transit Administration (FTA) through FDOT;
 - c. Federal Aviation Administration (FAA);
 - d. Bureau of Community Planning, Division of Community Development, Florida Department of Economic Opportunity (DEO); and
 - e. Members of the Florida Legislature representing the Lake~Sumter MPO.

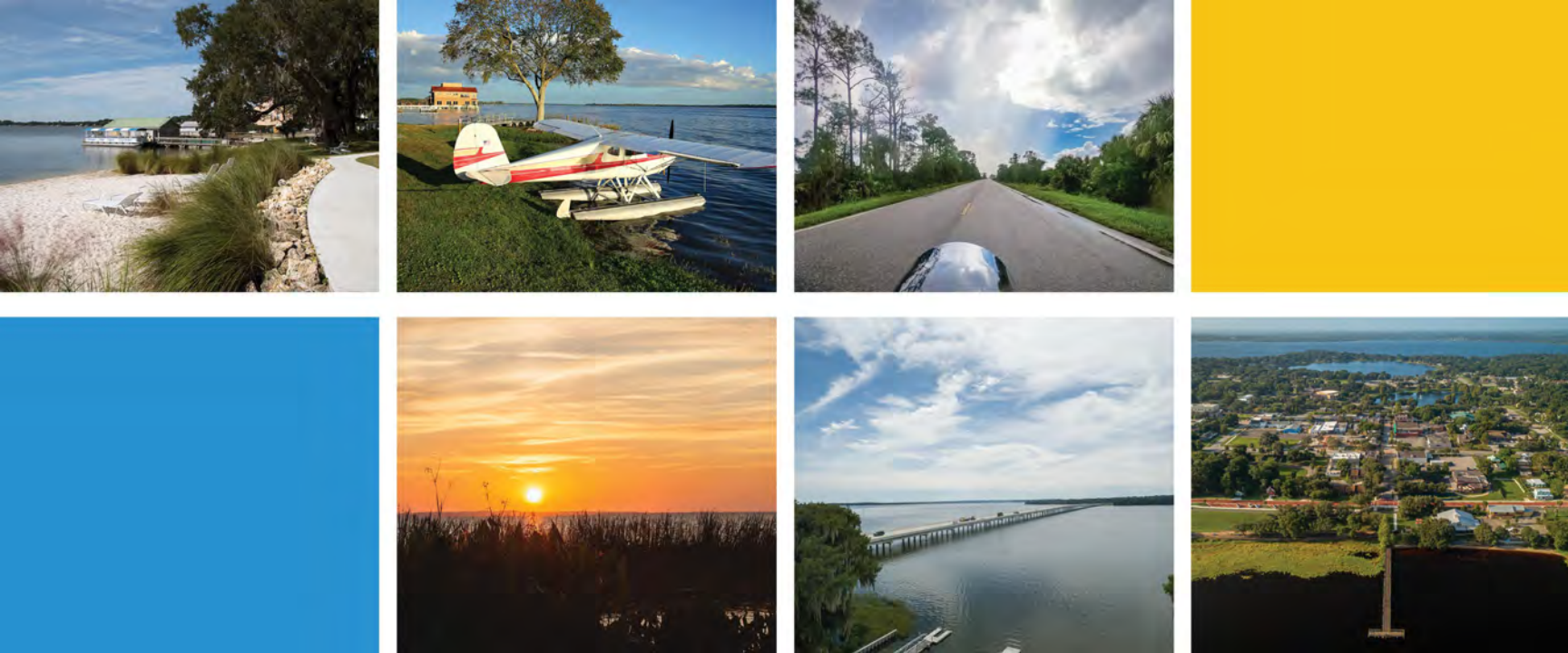
PASSED AND ADOPTED this _____ day of _____, 2022.

Lake~Sumter Metropolitan Planning Organization

Dan Robuck, Chair

Approved as to Form and Legality:

Melanie Marsh, MPO Attorney



Lake-Sumter MPO 2023- 2027 TIP

MPO Governing Board



06/22/2022

01 TIP Overview

02 Five-Year Summaries



01

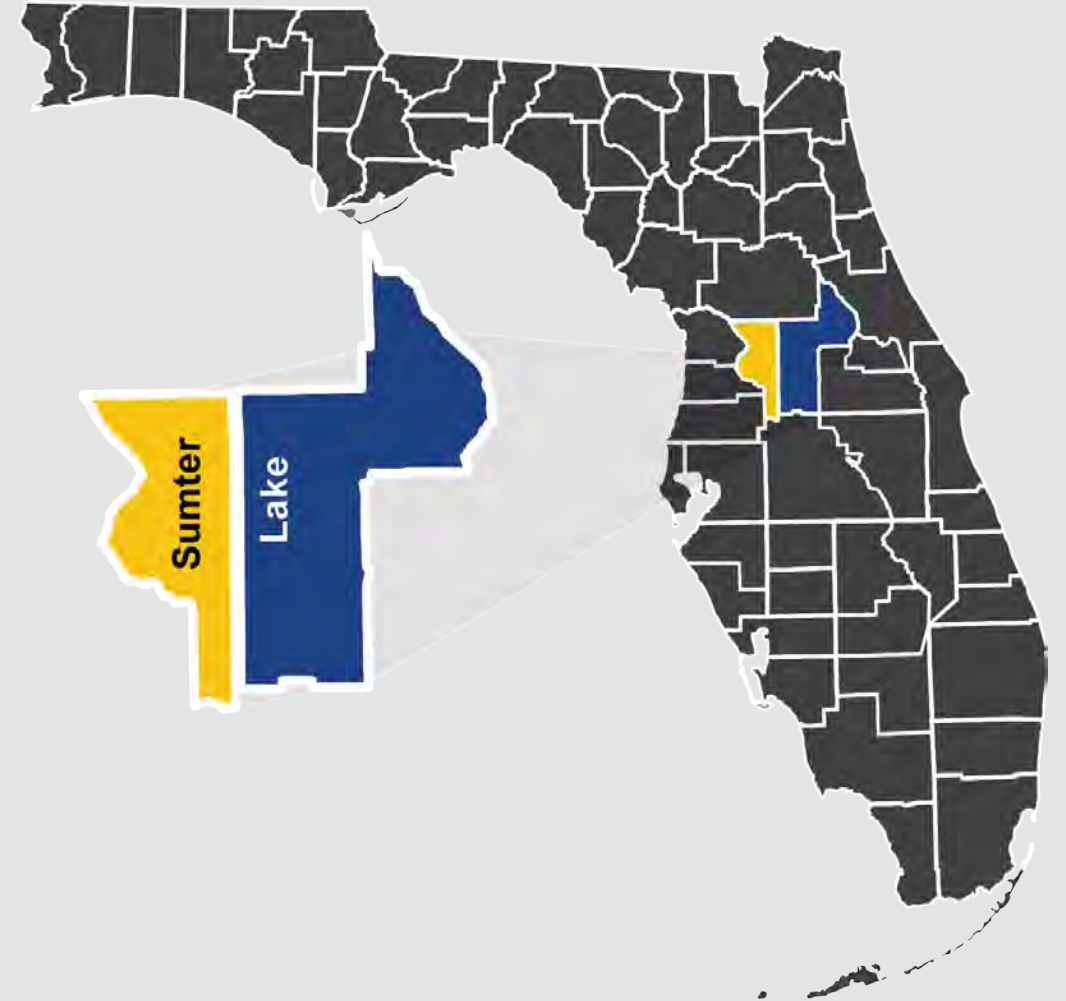
TIP Overview

TIP Overview

Purpose: A 5-year financially feasible program of multimodal transportation improvement projects.

Consistency with Other Plans:

- All projects drawn from the 2045 Long Range Transportation Plan (LRTP)
- Consistent with FDOT's Five-Year Adopted Work Program
- Consistent with Lake County's Transit Development Plan (TDP)



TIP Overview

TIP Project Selection

- The Lake-Sumter MPO adopted its List of Priority Projects (LOPP) in June 2021
- The 2021 LOPP was then submitted to FDOT to develop the FY 2023- 2027 Tentative Five-Year Work Program based on the priority projects
- The Five-Year Work Program is used to develop the draft TIP



TIP Overview

Public Participation

Outreach Step	Timeframe
Draft LOPP and TIP published electronically on www.LakeSumterMPO.com	Twenty-one (21) days prior to Board approval, opening public comment period
Draft LOPP and TIP presented at LSMPO advisory committee meetings	Draft LOPP and TIP presented at LSMPO advisory committee meetings
Board vote on approval, after public comment period at the meeting and consideration of committee input	First Board meeting after committee review
Citizens unable to attend committee or Board meetings are encouraged to submit written comments via postal service, www.LakeSumterMPO.com contact form, or e-mail MWoods@LakeSumterMPO.com or may submit directly to the MPO's website Questions & Comments, Email Sign Up (lakesumtermpo.com) http://www.lakesumtermpo.com/engage/questions-comments-email-sign-up/	Throughout official public comment period
Approved Draft LOPP and TIP published on www.LakeSumterMPO.com	As soon as final documents can be uploaded to the website. Once adopted, the TIP is made available as a web-based interactive tool located on the MPO website: www.LakeSumterMPO.com .



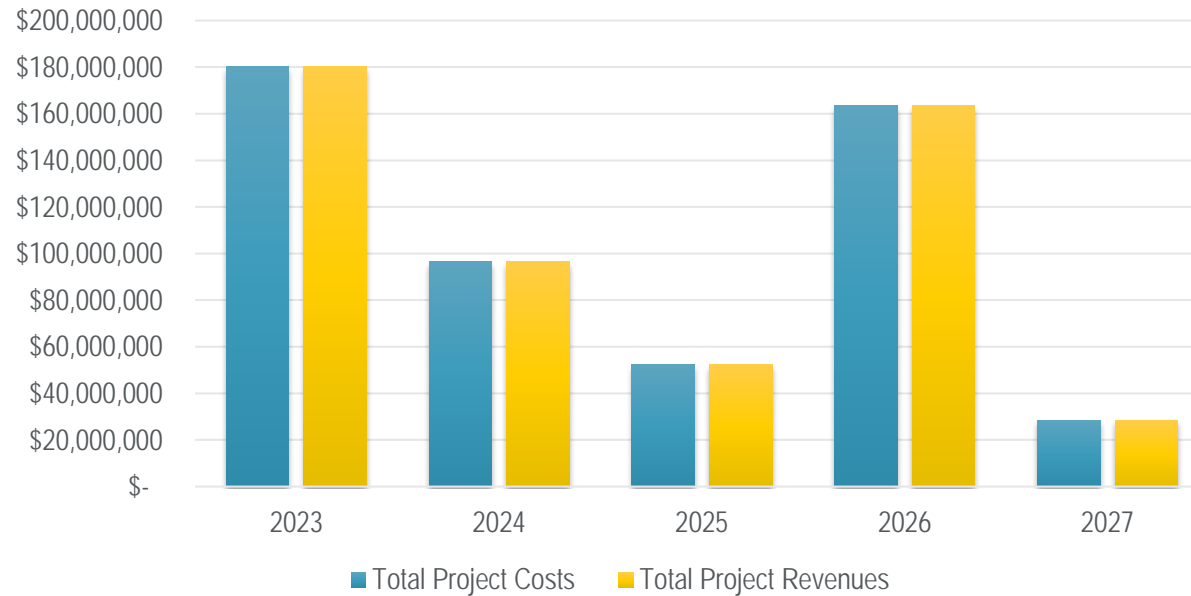
02

Five-Year Summaries

Total Project Costs and Revenue FY 2023-2027

Funding Source	<2023	2023	2024	2025	2026	2027	>2027	Total
Federal	\$32,471,169	\$37,601,262	\$32,276,744	\$33,476,521	\$17,321,921	\$6,380,364	\$0	\$159,527,981
Local	\$14,974,931	\$18,063,429	\$9,523,409	\$3,848,905	\$8,916,704	\$9,362,627	\$0	\$64,690,005
State 100%	\$188,688,927	\$80,263,868	\$47,919,305	\$11,741,309	\$23,275,733	\$12,859,638	\$0	\$364,748,780
Toll/Turnpike	\$245,243,050	\$44,389,513	\$6,922,868	\$3,267,136	\$113,907,008	\$5,016	\$1,690,000	\$415,424,591
Total	\$481,378,077	\$180,318,072	\$96,642,326	\$52,333,871	\$163,421,366	\$28,607,645	\$1,690,000	\$1,004,391,357

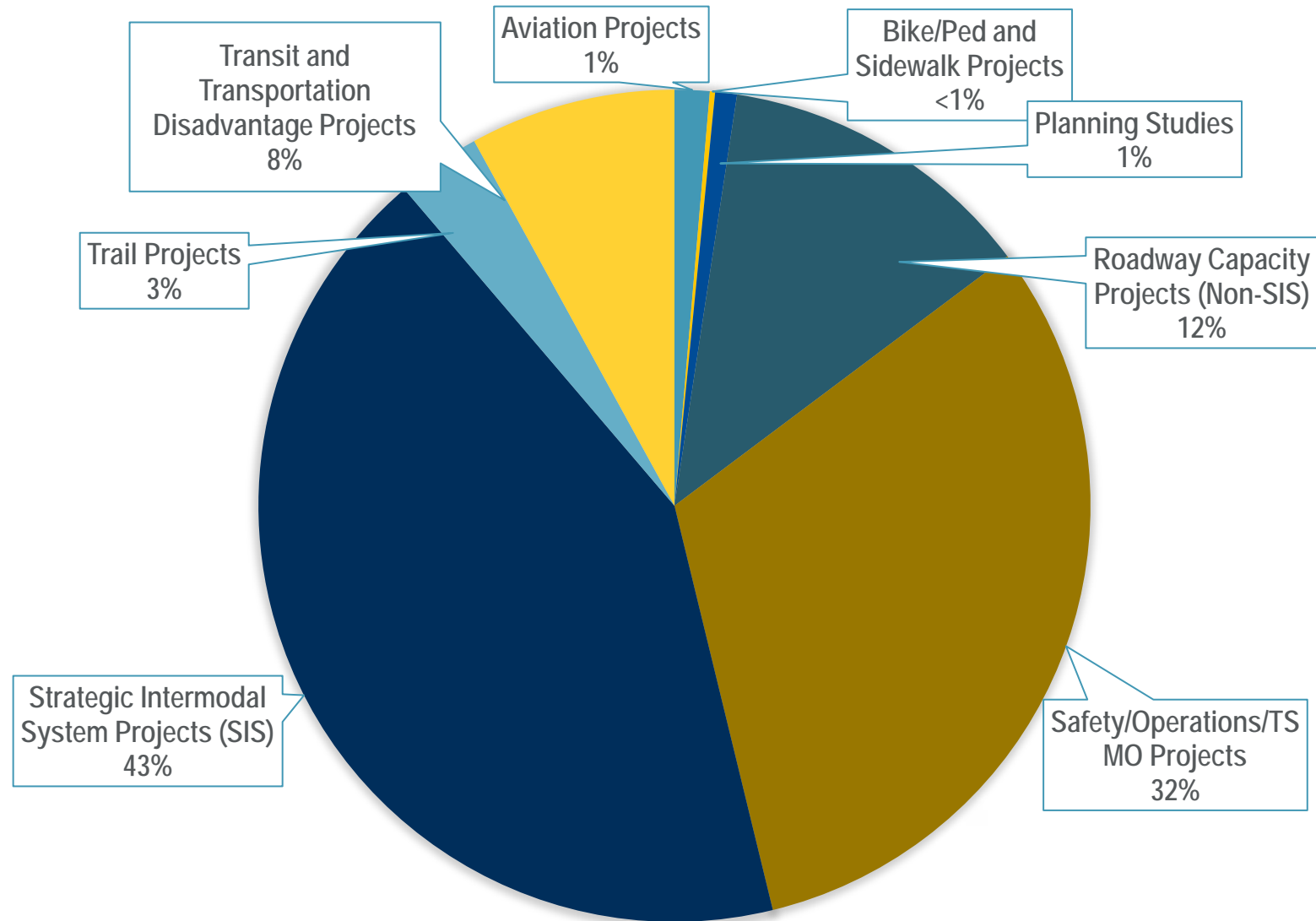
Total Project Costs and Revenue FY 2023-2027



Project Category Total Cost

Project Category	<2023	2023	2024	2025	2026	2027	>2027	Total
Aviation Projects	\$0	\$1,625,000	\$2,050,000	\$1,650,000	\$1,125,000	\$625,000	\$0	\$7,075,000
Bike/Ped and Sidewalk Projects	\$5,000	\$0	\$539,823	\$35,000	\$0	\$489,752	\$0	\$1,069,575
Planning Studies	\$0	\$941,128	\$853,430	\$864,351	\$875,490	\$875,490	\$0	\$4,409,889
Roadway Capacity Projects (Non-SIS)	\$11,193,078	\$22,368,816	\$12,405,400	\$0	\$17,100,000	\$12,540,000	\$0	\$75,607,294
Safety/Operations/TSMO Projects	\$82,902,188	\$51,965,336	\$61,997,738	\$33,338,746	\$11,486,174	\$5,095,749	\$0	\$246,785,931
Strategic Intermodal System Projects (SIS)	\$364,434,116	\$86,524,479	\$7,836,917	\$3,525,120	\$123,966,992	\$0	\$1,690,000	\$587,977,624
Trail Projects	\$8,058,026	\$10,332,412	\$2,456,774	\$4,163,344	\$0	\$0	\$0	\$25,010,556
Transit and Transportation Disadvantage Projects	\$14,785,669	\$6,560,901	\$8,502,244	\$8,757,310	\$8,867,710	\$8,981,654	\$0	\$56,455,488
TOTALS	\$481,378,077	\$180,318,072	\$96,642,326	\$52,333,871	\$163,421,366	\$28,607,645	\$1,690,000	\$1,004,391,357

Project Category Percentages FY 2023-2027



C. 2045 LONG RANGE TRANSPORTATION AMENDMENT (LRTP).

Consideration of Resolution 2022-5 Amending the TRANSPORTATION 2045 Long Range Transportation Plan

2045 Long Range Transportation Plan is a strategic plan to improve mobility and economic opportunity in Lake and Sumter County. As a metropolitan planning organization, Lake~Sumter MPO determines what transportation projects should receive state and federal funding in Lake and Sumter County with its long-range plan.

The plan identifies the major transportation needs for our communities and enables them to receive critical funding in the future – without inclusion in the plan, a transportation project cannot be eligible for this funding resource and may not be built. Lake~Sumter MPO creates a new Long Range Transportation Plan every five years.

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, requests changes to be made to the Lake~Sumter Metropolitan Planning Organization's Adopted 2045 Long Range Transportation Plan (LRTP) to reflect the Department's Work Program. This amendment has been developed to update the 2045 LRTP for planning consistency.

Attachments: FTE LRTP Amendment Request Letter, 2045 LRTP Amendment Packet
Staff recommends approval of the 2045 LRTP Amendment as presented.

TAC Comments: The TAC had no comments on the 2045 LRTP Amendment

CAC Comments: The CAC had no comments on the 2045 LRTP Amendment.

Public Comments: The MPO has received no comments on the 2045 LRTP Amendment as of today, June 15, 2022.

The 2045 LRTP Amendment public review period was opened on June 1, 2022 and will close at the regularly scheduled MPO Governing Board meeting on June 22, 2022.

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2022-5

RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ADOPTING THE 2045 LONG RANGE TRANSPORTATION PLAN AND AUTHORIZING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Lake-Sumter Planning Area; and

WHEREAS, 23 CFR Section 450.322(a) and Florida Statute 339.175(6) require each Metropolitan Planning Organization to develop and approve a Long Range Transportation Plan, addressing at least a twenty-year planning horizon, at least every five years; and

WHEREAS, a Long Range Transportation Plan includes both long-range and short-range strategies and actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods; and

WHEREAS, after extensive public meetings and public presentations during the development of the plan and after review and recommendation by MPO committees, the draft document was approved by the Governing Board on October 28, 2020, at which time a public comment period was opened, and the formal draft document was made available for public review; and

WHEREAS, the Lake~Sumter MPO's 2045 Long Range Transportation Plan has been prepared in accordance with Chapter 4 of the Florida Department of Transportation MPO Program Management Handbook; and

WHEREAS, the LRTP must identify project priorities that can likely be funded over the next 20 years, given available revenues; and

WHEREAS, The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, requests the following changes to be made to the Lake~Sumter Metropolitan Planning Organization's Adopted 2045 Long Range Transportation Plan (LRTP) to reflect the Department Work Program, as shown in Exhibit A,

- (1) Update Table 4-7: 2045 Final Roadway Needs Projects (pages 4-11).
- (2) Update Figure 4-1: 2045 Final Roadway Needs Projects (page 4-13).
- (3) Update Table 4-10: 2045 Cost Feasible Plan Projects (pages 4-15 to 4-16).
- (4) Update Figure 4-2: Strategic Intermodal System (SIS) Cost Feasible Projects (page 4-17).
- (5) Update Appendix C: Cost Feasible Projects Year of Expenditure (YOE), 2045 Capacity Projects: Fully Funded, 2045 Capacity Projects: Partially Funded.
- (6) Update Appendix D: Cost Feasible Projects Present Day Cost (PDC), 2045 Capacity Projects: Fully Funded, 2045 Capacity Projects: Partially Funded.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter MPO that:

1. The 2045 Long Range Transportation Plan is hereby amended, and
2. The Chairman is authorized and directed to transmit the 2045 Long Range Transportation Plan to the Florida Department of Transportation and the Federal Highway Administration.

DULY PASSED AND ADOPTED this _____ day of _____, 2022.

Lake~Sumter Metropolitan Planning Organization

Dan Robuck, Chairman

Approved as to form and legality:

Melanie Marsh, MPO Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 25, 2022

Mr. Michael Woods
Executive Director
Lake~Sumter MPO
1300 Citizens Blvd., Suite 175
Leesburg, FL 34748

Dear Mr. Woods:

Subject: REQUEST FOR UPDATE TO LAKE~SUMTER MPO 2045 LRTP

The Florida Department of Transportation (FDOT), Florida’s Turnpike Enterprise requests the following changes to be made to the Lake~Sumter Metropolitan Planning Organization’s Adopted 2045 Long Range Transportation Plan (LRTP) to reflect the Department’s Work Program.

Update Table 4-7: 2045 Final Roadway Needs Projects (page 4-11). Please remove projects 38 (Widen Florida’s Turnpike from Minneola to Orange/Lake County Line), 39 (Widen Florida’s Turnpike from US 27 to Minneola INTCHG), and 40 (Widen Florida’s Turnpike from CR 470 to I-75) from this table. Please reflect the following information:

Facility	From	To	Improvement
Florida’s Turnpike	Orange/Lake County Line	Minneola Interchange	Widen to 8 Lanes
Florida’s Turnpike	Minneola Interchange	O’Brien Road	Widen to 8 Lanes
Florida’s Turnpike	O’Brien Road	US 27	Widen to 8 Lanes
Florida’s Turnpike	US 27	CR 470 Interchange	Widen to 8 Lanes
Florida’s Turnpike	CR 470 Interchange	US 301	Widen to 8 Lanes
Florida’s Turnpike	US 301	I-75	Widen to 6 Lanes

Update Figure 4-1: 2045 Final Roadway Needs Projects (page 4-13). Please amend this map to reflect the information in the table above.

Update Table 4-10: 2045 Cost Feasible Plan Projects (page 4-15 to 4-16). Please amend this table to reflect the information in the table below.

Update Figure 4-2: Strategic Intermodal System (SIS) Cost Feasible Projects (page 4-17). Please amend this map to reflect the information in the table below.

Update Appendix C: Cost Feasible Projects Year of Expenditure (YOE), 2045 Capacity Projects: Fully Funded, 2045 Capacity Projects: Partially Funded. Please include one project below into the document as described.

Update Appendix D: Cost Feasible Projects Present Day Cost (PDC), 2045 Capacity Projects: Fully Funded, 2045 Capacity Projects: Partially Funded. Please include one project below into the document as described

Facility Name	Project Description	Length (Miles)	Phase	Present Day Cost	Time	Funding Source	Funded Level
Lake County							
SR 91 / Florida's Turnpike from O'Brien Road to US 27	Widening to 8 Lanes	3.70	PD&E ¹	\$3,700,000	COMPLETE	PKYI	Fully Funded
			PE ²	\$17,467,429	COMPLETE	PKYI	
			ROW	\$7,153,417	2025	PKYI	
			CST	\$101,880,784	2026-2030	PKBD	
			CEI	\$12,010,018	2026-2030	N/A	
SR 91 / Florida's Turnpike from US 27 to CR 470 Interchange	Widening to 8 Lanes	8.00	PD&E ¹	\$3,700,000	COMPLETE	PKYI	Partially Funded
			PE	\$16,135,145	2026- 2030	PKYI	
			ROW	\$4,259,438	2026- 2030	PKYI	
			CST	N/A	N/A	N/A	
			CEI	N/A	N/A	N/A	

¹ Project was part of a single PD&E study, 423375-1 PD&E Widen TPK from SR 50 (Clermont) to I-75 (MP 272 – 309).

² Project design was included in, and funded with, 435786-1 Widen TPK from Minneola Interchange to O'Brien Road.

Thank you for your assistance with this matter. If you have any questions, please contact me at (407) 264-3494.

Sincerely,



Siao Si Fine, MPO Liaison
Florida's Turnpike Enterprise

cc: Carol Scott, Turnpike Planning Manager



Lake-Sumter MPO

2045 Long Range Transportation Plan Final Plan Document

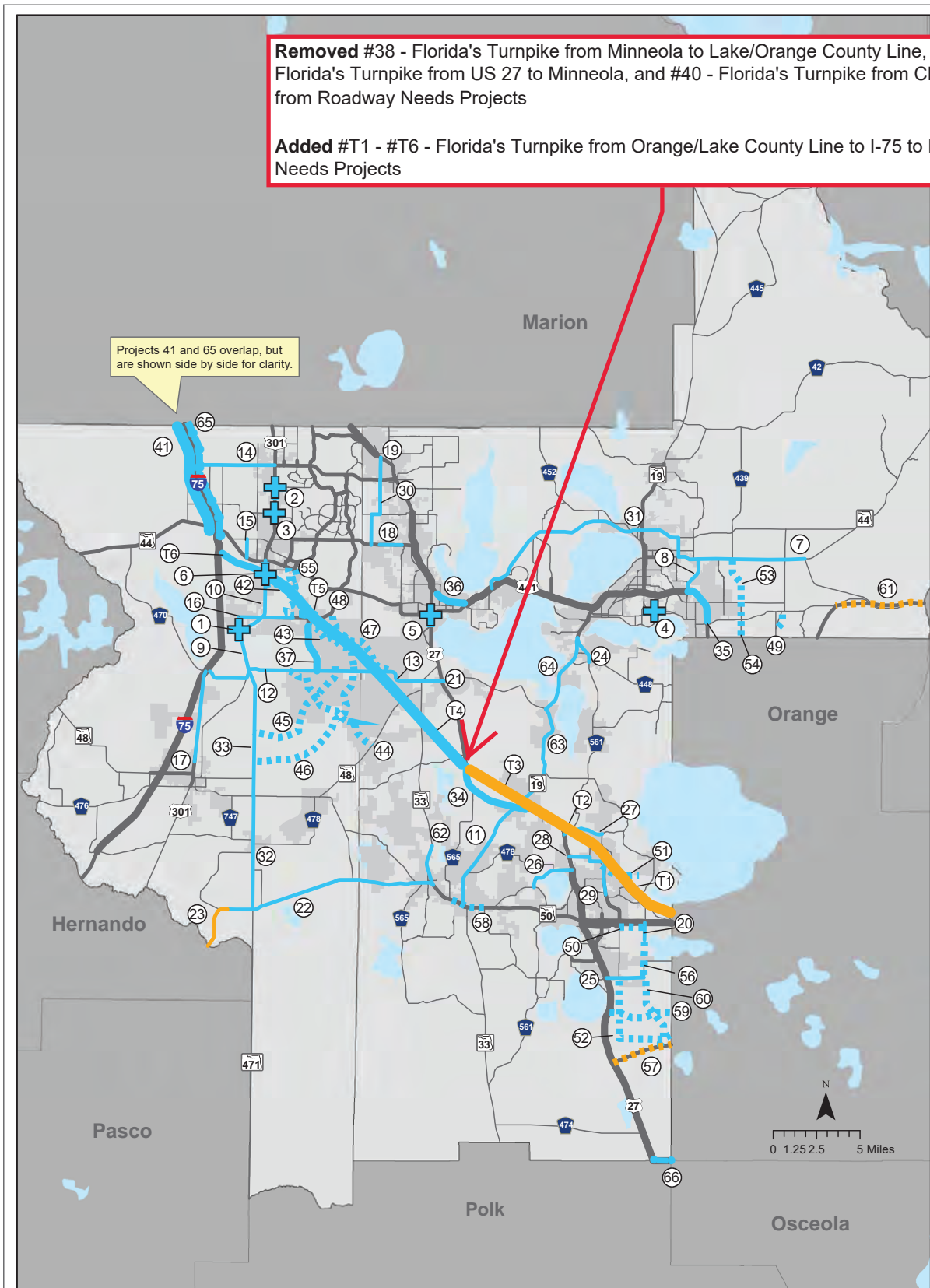
Amendment Excerpts
June 22, 2022

Map ID	Facility	From	To	Improvement
24	CR-561	CR-448	SR-19	Widen to 4 Lanes
25	Hartwood Marsh Rd	US-27	CR-455	Widen to 4 Lanes
26	CR-561A	CR-565A	US-27	Widen to 4 Lanes
27	CR-561/561A	US-27	N Hancock Rd	Widen to 4 Lanes
28	Citrus Grove Rd	US-27	N Hancock Rd	Widen to 4 Lanes
29	N Hancock Rd	Old Hwy 50 W	Turkey Farm Rd	Widen to 4 Lanes
30	Micro Racetrack Rd. & Rolling Acres Rd.	CR-466A	US 27/US441	Widen to 4 Lanes
31	CR-44	SR-44	US 441	Widen to 4 Lanes
32	SR-471	SR-50	SR-48	Widen to 4 Lanes
33	SR-471	SR-48	US 301	Widen to 4 Lanes
Widen to 6 or 8 Lane (or equivalent capacity)*				
34	US-27	Florida's Turnpike Ramps - N	South of SR 19	Widen to 6 Lanes
35	US-441 (SR-500)	SR-44	N of SR-46	Widen to 6 Lanes
36	US-441 (SR-500)	Perkins Street	SR-44	Widen to 6 Lanes
37	Marsh Bend Trail	C470	Corbin Trail	Widen to 6 Lanes
41	I-75	SR-44	Sumter/Marion County Line	Widen to 8 Lanes
T1	Florida's Turnpike	Orange/Lake County Line	Minneola Interchange	Widen to 8 Lanes
T2	Florida's Turnpike	Minneola Interchange	O'Brien Road	Widen to 8 Lanes
T3	Florida's Turnpike	O'Brien Road	US 27	Widen to 8 Lanes
T4	Florida's Turnpike	US 27	CR 470 Interchange	Widen to 8 Lanes
T5	Florida's Turnpike	CR 470 Interchange	US 301	Widen to 8 Lanes
T6	Florida's Turnpike	US 301	I-75	Widen to 6 Lanes
New Roadway				
42	Marsh Bend Trail (New Road)	US-301	Warm Springs Ave	New 2 Lanes
43	Corbin Trail (New Road)	Warm Springs Ave	E C-470	New 2 Lanes
44	Rd A (New Road)	E C-470	CR-48	New 2 Lanes
45	Rd B (New Road)	SR-471	E C-470	New 2 Lanes
46	Rd C (New Road)	SR-471	E C-470	New 2 Lanes

Removed #38 - Florida's Turnpike from Minneola to Lake/Orange County Line, #39 - Florida's Turnpike from US 27 to Minneola, and #40 - Florida's Turnpike from CR 470 to I-75 from Roadway Needs Projects

Added #T1 - #T6 - Florida's Turnpike from Orange/Lake County Line to I-75 to Roadway Needs Projects

Figure 4-1: Final Roadway Needs Projects



Removed #38 - Florida's Turnpike from Minneola to Lake/Orange County Line, #39 - Florida's Turnpike from US 27 to Minneola, and #40 - Florida's Turnpike from CR 470 to I-75 from Roadway Needs Projects

Added #T1 - #T6 - Florida's Turnpike from Orange/Lake County Line to I-75 to Roadway Needs Projects

Projects 41 and 65 overlap, but are shown side by side for clarity.

Committed Roadway Projects

- | | |
|----------------------|-----------------|
| Road Widening | New Road |
| 4 Lanes | 4 Lanes |
| 6 Lanes | |
| 8 Lanes | |

Roadway Needs Projects

- | | |
|----------------------|-----------------|
| Road Widening | New Road |
| 4 Lanes | 4 Lanes |
| 6 Lanes | Corridor Imp. |
| 8 Lanes | Corridor Imp. |

- Modify Interchange/
New Interchange/
Modify Intersection

Existing Network

- | |
|---------|
| 2 Lanes |
| 4 Lanes |
| 6 Lanes |

Table 4-10: 2045 Cost Feasible Plan Projects

Added #25 - Florida's Turnpike from O'Brien Road to US 27 to Cost Feasible Plan Projects

2045 Capacity Projects: Fully Funded						
Map ID	Location	On Street	From	To	Improvement Type	Implementation Timeframe
Strategic Intermodal System (SIS) Projects - Figure 4-2						
1	Lake	SR-50/SR33	CR-565 (Villa City)	CR-565A (Montevista)	Realignment	2026-2030
2	Lake	US-27	Florida's Turnpike Ramps - N	South of SR 19	Widen to 6 Lanes	2036-2045
3	Sumter	I-75	Florida's Turnpike	Sumter/Marion Co Line	Managed Lanes	2036-2045
4	Sumter	I-75	SR-44	Sumter/Marion Co Line	Widen to 8 Lanes	2036-2045
25	Lake	Florida's Turnpike	O'Brien Road	US 27	Widen to 8 Lanes	2026-2030
State Projects - Figure 4-3						
5	Lake	SR-19	SR-50	CR-455	Widen to 4 Lanes	2036-2045
6	Lake	SR-44	SR-44 & Orange Ave	CR-46A	Widen to 4 Lanes	2036-2045
7	Lake	SR-44	US-441	E Orange Ave	Widen to 4 Lanes	2036-2045
8	Sumter	SR-471	SR-48	US 301	Widen to 4 Lanes	2036-2045
9	Lake	US-192	US-27	Orange/Lake County Line	Corridor Improvements	2026-2030
10	Lake	US-441 (SR-500)	Perkins Street	SR-44	Widen to 6 Lanes	2025
11	Lake	US-441 (SR-500)	SR-44	N of SR-46	Widen to 6 Lanes	2026-2030
12	Sumter	US-301	CR-525E	SR-44	Widen to 4 Lanes	2031-2035
13	Sumter	US-301	CR-470	CR-525E	Widen to 4 Lanes	2036-2045
14	Sumter	US-301	@ CR-525E		Modify Intersection	2036-2045
15	Sumter	US-301	@ E CR-462		Modify Intersection	2036-2045
--	Lake/Sumter	Intelligent Transportation Systems/ Autonomous, Connected, Electric, and Shared Vehicles				2025
--	Lake/Sumter	Intelligent Transportation Systems/ Autonomous, Connected, Electric, and Shared Vehicles				2026-2030

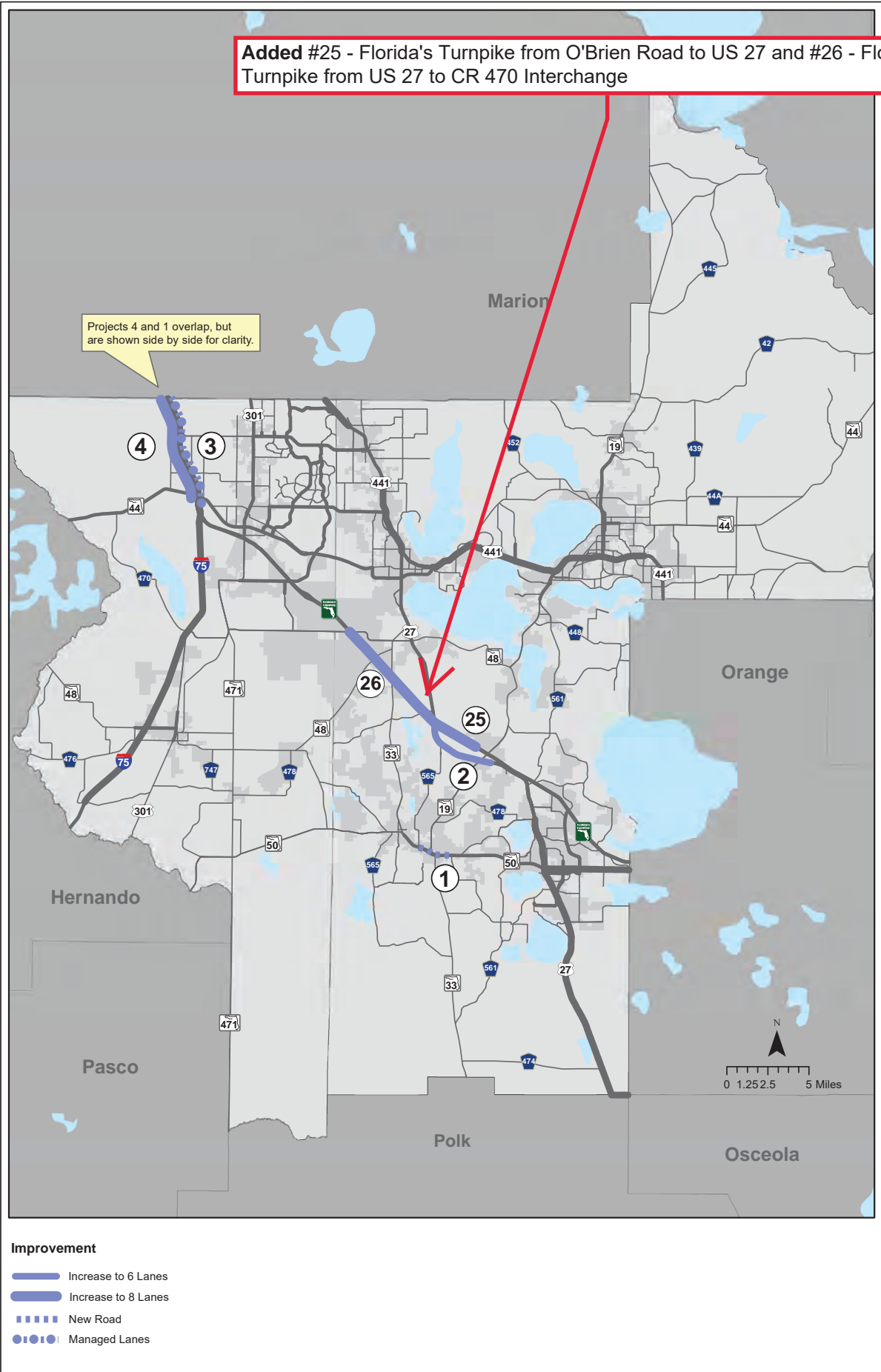
2045 Capacity Projects: Fully Funded						
Map ID	Location	On Street	From	To	Improvement Type	Implementation Timeframe
--	Lake/Sumter	Intelligent Transportation Systems/ Autonomous, Connected, Electric, and Shared Vehicles				2031-2035
--	Lake/Sumter	Intelligent Transportation Systems/ Autonomous, Connected, Electric, and Shared Vehicles				2036-2040
Local Projects - Figure 4-3						
16	Lake	CR-466A	E of Timbertop Lane	Poinsettia Ave	Widen to 4 Lanes	2026-2030
17	Lake	CR-437 Realignment	Oak Tree Drive	SR-46	New 2 Lanes	2031-2035
18	Lake	CR-455/ Hartle Rd	Lost Lake Road	Good Hearth Blvd	Widen to 4 Lanes	2026-2030
19	Lake	CR-455/ Hartle Rd	Hartwood Marsh	Lost Lake	New 4 Lanes	2026-2030
20	Lake	Rolling Acres Rd	Co Rd 466	Griffin Ave	Widen to 4 Lanes	2036-2045
21	Lake	Round Lake Rd Ext. (A)	Wolf Branch Rd.	SR-44	New 4 Lanes	2036-2045

2045 Capacity Projects: Partially Funded						
Map ID	Location	On Street	From	To	Improvement Type	Implementation Timeframe
State Projects - Figure 4-3						
22	Lake	SR-19	CR-455	CR-48	Strategic Improvement*	2036-2045
23	Lake	SR-19	CR-48	CR-561	Strategic Improvement*	2036-2045
Local Projects - Figure 4-3						
24	Lake	CR-33	SR-50	Simon Brown Rd	Strategic Improvement*	2026-2030
Strategic Intermodal System (SIS) Projects - Figure 4-2						
26	Lake	Florida's Turnpike	US 27	CR 470 Interchange	Widen to 8 Lanes	TBD

*Operational capacity improvements to be determined

Added #26 - Florida's Turnpike from US to CR 470 Interchange to Cost Feasible Plan Projects

Figure 4-2: Strategic Intermodal System (SIS) Cost Feasible Projects



2045 LRTP Cost Feasible Capacity Projects (YOE)

Lake-Sumter MPO

Added #25 - Florida's Turnpike from O'Brien Road to US 27 to Cost Feasible Plan Projects

2045 Capacity Projects: Fully Funded

ID	Location	On Street	From Street	To Street	Mi.	Improv	PD&E Time	PD&E Cost (YOE)	PD&E Source	PE Time	PE Cost (YOE)	PD&E Source	ROW Time	ROW Cost (YOE)	ROW Source	CST Time	CST Cost (YOE)	CST Source	**CEI Cost (YOE)	Funded Level
Strategic Intermodal System (SIS) Projects																				
1	Lake	SR-50	CR-565 (Villa City)	CR-565A (Montevista)	2.10	Realign	COMPLETE	\$ 1,603,000	SIS	COMPLETE	\$ 3,206,000	SIS	2020-2024	\$ 25,645,000	SIS	2026-2030	\$ 42,314,000	SIS	N/A	Fully Funded
2	Lake	US-27	Florida's Turnpike Ramps - N	South of SR 19	4.71	4D-6D	2031-2035	\$ 9,378,000	SIS	2031-2035	\$ 5,348,000	SIS	2036-2045	\$ 62,092,000	SIS	2036-2045	\$ 106,522,000	SIS	N/A	Fully Funded
3	Sumter	I-75	Florida's Turnpike	Sumter/Marion Co Line	6.95	MGLANE	2031-2035	\$ 3,920,000	SIS	2031-2035	\$ 12,400,000	SIS	2036-2045	\$ 51,250,000	SIS	2036-2045	\$ 410,000,000	SIS	N/A	Fully Funded
4	Sumter	I-75	SR-44	Sumter/Marion Co Line	6.37	6D-8D	2031-2035	\$ 21,295,000	SIS	2031-2035	\$ 8,813,000	SIS	2036-2045	\$ 14,571,000	SIS	2036-2045	\$ 76,650,000	SIS	N/A	Fully Funded
25	Lake	Florida's Turnpike	O'Brien Road	US 27	3.70	4D-8D	COMPLETE ¹	\$ 3,700,000	PKYI	COMPLETE ²	\$ 17,467,429	PKYI	2025	\$ 7,153,417	PKYI	2026-2030	\$ 101,880,784	PKBD	\$12,010,018	Fully Funded
State Projects																				
5	Lake	SR-19	SR-50	CR-455	9.33	2U-4D	2026-2030	\$ 3,299,000	Prod. Sup.	2031-2035	\$ 7,748,000	Prod. Sup.	2026-2030	\$ 7,055,000	OR	2036-2045	\$ 96,840,000	OR	\$ 5,636,000	Fully Funded
													2031-2035	\$ 52,929,000	OR					
													2036-2045	\$ 1,021,000	OR					
6	Lake	SR-44	SR-44 & Orange Ave	CR-46A	6.15	2U-4D	2025	\$ 1,960,000	Prod. Sup.	2026-2030	\$ 4,348,000	Prod. Sup.	2026-2030	\$ 34,787,000	OR	2036-2045	\$ 63,817,000	OR	\$ 3,714,000	Fully Funded
7	Lake	SR-44	US-441	E Orange Ave	2.10	2U-4D	COMPLETE	\$ 1,325,000	Prod. Sup.	COMPLETE	\$ 2,650,000	Prod. Sup.	2026-2030	\$ 1,287,000	OR	2036-2045	\$ 51,337,000	OR	\$ 2,988,000	Fully Funded
8	Sumter	SR-471	SR-48	US 301	7.17	2U-4D	2026-2030	\$ 1,385,000	Prod. Sup.	2026-2030	\$ 2,770,000	Prod. Sup.	2026-2030	\$ 19,392,000	OR	2036-2045	\$ 40,657,000	OR	\$ 2,366,000	Fully Funded
9	Lake	US-192	US-27	Orange/Lake County Line	1.04	Corr. Imp.	2025	\$ 107,000	Prod. Sup.	2026-2030	\$ 238,000	Prod. Sup.	2026-2030	\$ 1,900,000	OR	2026-2030	\$ 2,245,000	OR	\$ 131,000	Fully Funded
10	Lake	US-441 (SR-500)	Perkins Street	SR-44	1.71	4D-6D	COMPLETE	\$ 690,000	Prod. Sup.	COMPLETE	\$ 1,379,000	Prod. Sup.	COMPLETE	\$ 11,036,000	OR	2025	\$ 15,513,000	OR	\$ 903,000	Fully Funded
11	Lake	US-441 (SR-500)	SR-44	N of SR-46	2.39	4D-6D	COMPLETE	\$ 1,112,000	Prod. Sup.	COMPLETE	\$ 2,223,000	Prod. Sup.	2020-2024	\$ 2,209,000	OR	2026-2030	\$ 27,733,000	OR	\$ 1,614,000	Fully Funded
12	Sumter	US-301	CR-525E	SR-44	5.43	2U-4D	COMPLETE	\$ 4,993,000	Prod. Sup.	2026-2030	\$ 7,690,000	Prod. Sup.	2026-2030	\$ 25,456,000	OR	2031-2035	\$ 85,336,000	OR	\$ 4,967,000	Fully Funded
13	Sumter	US-301	CR-470	CR-525E	2.32	2U-4D	2026-2030	\$ 9,406,000	Prod. Sup.	2026-2030	\$ 2,772,000	Prod. Sup.	2026-2030	\$ 10,844,000	OR	2036-2045	\$ 40,721,000	OR	\$ 2,370,000	Fully Funded
14	Sumter	US-301	@ CR-525E		N/A	Int. Imp.	2026-2030	\$ 338,000	Prod. Sup.	2026-2030	\$ 677,000	Prod. Sup.	2026-2030	\$ 5,415,000	OR	2031-2035	\$ 7,512,000	OR	\$ 437,000	Fully Funded
15	Sumter	US-301	@ E CR-462		N/A	Int. Imp.	2026-2030	\$ 338,000	Prod. Sup.	2026-2030	\$ 677,000	Prod. Sup.	2026-2030	\$ 5,415,000	OR	2031-2035	\$ 7,512,000	OR	\$ 437,000	Fully Funded
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2025	\$ 45,000	Prod. Sup.	2025	\$ 90,000	Prod. Sup.		N/A		2025	\$ 903,000	OR	\$ 45,000	Fully Funded
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2026-2030	\$ 183,000	Prod. Sup.	2026-2030	\$ 367,000	Prod. Sup.		N/A		2026-2030	\$ 3,666,000	OR	\$ 183,000	Fully Funded
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2031-2035	\$ 315,000	Prod. Sup.	2031-2035	\$ 631,000	Prod. Sup.		N/A		2031-2035	\$ 6,309,000	OR	\$ 315,000	Fully Funded
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2036-2045	\$ 1,070,000	Prod. Sup.	2036-2045	\$ 2,141,000	Prod. Sup.		N/A		2036-2045	\$ 21,405,000	OR	\$ 1,070,000	Fully Funded
Local Projects																				
16	Lake	CR-466A	E of Timbertop Ln	Poinsettia Ave	1.29	2U-4D	COMPLETE	\$ 361,000	OR	COMPLETE	\$ 722,000	OR	COMPLETE	\$ 3,612,000	OR	2026-2030	\$ 9,010,000	OR	\$ 524,000	Fully Funded
17	Lake	CR-437 Realignment	Oak Tree Dr	SR-46	1.12	00-2U	COMPLETE	\$ 274,000	OR	2020-2024	\$ 874,000	OR	2031-2035	\$ 5,802,000	OR	2031-2035	\$ 8,035,000	OR	\$ 468,000	Fully Funded
18	Lake	CR-455/Hartle Rd	Lost Lake Rd	Good Hearth Blvd	1.02	2U-4D	COMPLETE	\$ 61,000	OR	COMPLETE	\$ 121,000	OR	COMPLETE	\$ 607,000	OR	2026-2030	\$ 1,515,000	OR	\$ 88,000	Fully Funded
19	Lake	CR-455/Hartle Rd	Hartwood Marsh	Lost Lake	2.16	00-2U	COMPLETE	\$ 651,000	OR	2025	\$ 744,000	OR	2031-2035	\$ 4,650,000	OR	2026-2030	\$ 16,241,000	OR	\$ 945,000	Fully Funded
20	Lake	Rolling Acres Rd	Co Rd 466	Griffin Ave	1.28	2U-4D	2026-2030	\$ 1,188,000	OR	2026-2030	\$ 849,000	OR	2025	\$ 3,825,000	OR	2036-2045	\$ 12,455,000	OR	\$ 725,000	Fully Funded
21	Lake	Round Lake Rd Ext. (A)	Wolf Branch Rd.	SR-44	2.61	00-4D	COMPLETE	\$ 1,070,000	OR	2020-2024	\$ 1,288,000	OR	2031-2035	\$ 9,445,000	OR	2036-2045	\$ 41,465,000	OR	\$ 2,413,000	Fully Funded

2045 Capacity Projects: Partially Funded (Map A2)

ID	Location	On Street	From Street	To Street	Mi.	Improv	PD&E Time	PD&E Cost (YOE)	PD&E Source	PE Time	PE Cost (YOE)	PD&E Source	ROW Time	ROW Cost (YOE)	ROW Source	CST Time	CST Cost (YOE)	CST Source	CEI Cost (YOE)	Funded Level
State Projects																				
22	Lake	SR-19	CR-455	CR-48	3.93	Strat. Imp.*	2025	\$ 595,000	Prod. Sup.	2031-2035	\$ 775,000	Prod. Sup.	2031-2035	\$ -	OR	2036-2045	\$ 9,268,000	OR	\$ 539,000	Partially Funded
23	Lake	SR-19	CR-48	CR-561	4.76	Strat. Imp.*	COMPLETE	\$ -	Prod. Sup.	COMPLETE	\$ -	Prod. Sup.	2031-2035	\$ -	OR	2036-2045	\$ 11,225,000	OR	\$ 653,000	Partially Funded
Local Projects																				
24	Lake	CR-33	SR-50	Simon Brown Rd	2.37	Strat. Imp.*	2025	\$ 595,000	Prod. Sup.	2026-2030	\$ 660,000	Prod. Sup.	2031-2035	\$ -	OR	2026-2030	\$ 6,237,000	OR	\$ 363,000	Partially Funded
Strategic Intermodal System (SIS) Projects																				
26	Lake	Florida's Turnpike	US 27	CR 470 Interchange	8.00	4D-8D	COMPLETE ¹	\$ 3,700,000	PKYI	2026-2030	\$ 16,135,145	PKYI	2026-2030	\$ 4,259,438	PKYI	N/A	N/A	N/A	N/A	Partially Funded

*Operational capacity improvements to be determined

**CEI provided by Product Support

***System-wide Improvements

Note: YOE costs were developed using inflation factors provided in FDOT Revenue Forecasting Guidebook. For Project ID #25 and #26, present day cost (PDC) figures are also equal to year of expenditure (YOE) costs.

¹ Project was part of a single PD&E study, 423375-1 PD&E Widen TPK from SR 50 (Clermont) to I-75 (MP 272 - 309).

² Project design was included in, and funded with, 435786-1 Widen TPK from Minneola Interchange to O'Brien Road.

All projects will use a combination of federal and state funding unless noted with an asterisk (*). Projects noted with an asterisk (*) will use local funds only.

Added #26 - Florida's Turnpike from US 27 to CR 470 Interchange to Cost Feasible Plan Projects

2045 LRTP Cost Feasible Capacity Projects (PDC)

Lake-Sumter MPO

Added #25 - Florida's Turnpike from O'Brien Road to US 27 to Cost Feasible Plan Projects

2045 Capacity Projects: Fully Funded

ID	Location	On Street	From Street	To Street	Mi.	Improv	PD&E Time	PD&E Cost (PDC)	PD&E Source	PE Time	PE Cost (PDC)	PD&E Source	ROW Time	ROW Cost (PDC)	ROW Source	CST Time	CST Cost (PDC)	CST Source	**CEI Cost (PDC)	Funded Level
Strategic Intermodal System (SIS) Projects																				
1	Lake	SR-50	CR-565 (Villa City)	CR-565A (Montevista)	2.10	Realign	COMPLETE	\$ 1,603,000	SIS	COMPLETE	\$ 3,206,000	SIS	2020-2024	\$ 25,645,000	SIS	2026-2030	\$ 32,056,000	SIS	N/A	Fully Funded
2	Lake	US-27	Florida's Turnpike Ramps - N	South of SR 19	4.71	4D-6D	2031-2035	\$ 6,050,000	SIS	2031-2035	\$ 3,450,000	SIS	2036-2045	\$ 30,289,000	SIS	2036-2045	\$ 51,962,000	SIS	N/A	Fully Funded
3	Sumter	I-75	Florida's Turnpike	Sumter/Marion Co Line	6.95	MGLANE	2031-2035	\$ 2,529,000	SIS	2031-2035	\$ 8,000,000	SIS	2036-2045	\$ 25,000,000	SIS	2036-2045	\$ 200,000,000	SIS	N/A	Fully Funded
4	Sumter	I-75	SR-44	Sumter/Marion Co Line	6.37	6D-8D	2031-2035	\$ 13,739,000	SIS	2031-2035	\$ 5,686,000	SIS	2036-2045	\$ 7,108,000	SIS	2036-2045	\$ 37,390,000	SIS	N/A	Fully Funded
25	Lake	Florida's Turnpike	O'Brien Road	US 27	3.70	4D-8D	COMPLETE ¹	\$ 3,700,000	PKYI	COMPLETE ²	\$ 17,467,429	PKYI	2025	\$ 7,153,417	PKYI	2026-2030	\$ 101,880,784	PKBD	\$12,010,018	Fully Funded
State Projects																				
5	Lake	SR-19	SR-50	CR-455	9.33	2U-4D	2026-2030	\$ 2,499,000	Prod. Sup.	2031-2035	\$ 4,999,000	Prod. Sup.	2026-2030 2031-2035 2036-2045	\$ 5,345,000 \$ 34,148,000 \$ 498,000	OR	2036-2045	\$ 47,239,000	OR	\$ 2,749,000	Fully Funded
6	Lake	SR-44	SR-44 & Orange Ave	CR-46A	6.15	2U-4D	2025	\$ 1,647,000	Prod. Sup.	2026-2030	\$ 3,294,000	Prod. Sup.	2026-2030	\$ 26,354,000	OR	2036-2045	\$ 31,130,000	OR	\$ 1,812,000	Fully Funded
7	Lake	SR-44	US-441	E Orange Ave	2.10	2U-4D	COMPLETE	\$ 1,325,000	Prod. Sup.	COMPLETE	\$ 2,650,000	Prod. Sup.	2026-2030	\$ 975,000	OR	2036-2045	\$ 25,043,000	OR	\$ 1,458,000	Fully Funded
8	Sumter	SR-471	SR-48	US 301	7.17	2U-4D	2026-2030	\$ 1,049,000	Prod. Sup.	2026-2030	\$ 2,099,000	Prod. Sup.	2026-2030	\$ 14,691,000	OR	2036-2045	\$ 19,832,000	OR	\$ 1,154,000	Fully Funded
9	Lake	US-192	US-27	Orange/Lake County Line	1.04	Corr. Imp.	2025	\$ 90,000	Prod. Sup.	2026-2030	\$ 180,000	Prod. Sup.	2026-2030	\$ 1,440,000	OR	2026-2030	\$ 1,701,000	OR	\$ 99,000	Fully Funded
10	Lake	US-441 (SR-500)	Perkins Street	SR-44	1.71	4D-6D	COMPLETE	\$ 690,000	Prod. Sup.	COMPLETE	\$ 1,379,000	Prod. Sup.	COMPLETE	\$ 11,036,000	OR	2025	\$ 13,036,000	OR	\$ 759,000	Fully Funded
11	Lake	US-441 (SR-500)	SR-44	N of SR-46	2.39	4D-6D	COMPLETE	\$ 1,112,000	Prod. Sup.	COMPLETE	\$ 2,223,000	Prod. Sup.	2020-2024	\$ 2,209,000	OR	2026-2030	\$ 21,010,000	OR	\$ 1,223,000	Fully Funded
12	Sumter	US-301	CR-525E	SR-44	5.43	2U-4D	COMPLETE	\$ 4,993,000	Prod. Sup.	2026-2030	\$ 5,826,000	Prod. Sup.	2026-2030	\$ 19,285,000	OR	2031-2035	\$ 55,056,000	OR	\$ 3,204,000	Fully Funded
13	Sumter	US-301	CR-470	CR-525E	2.32	2U-4D	2026-2030	\$ 7,126,000	Prod. Sup.	2026-2030	\$ 2,100,000	Prod. Sup.	2026-2030	\$ 8,215,000	OR	2036-2045	\$ 19,864,000	OR	\$ 1,156,000	Fully Funded
14	Sumter	US-301	@ CR-525E	N/A	N/A	Int. Imp.	2026-2030	\$ 256,000	Prod. Sup.	2026-2030	\$ 513,000	Prod. Sup.	2026-2030	\$ 4,103,000	OR	2031-2035	\$ 4,846,000	OR	\$ 282,000	Fully Funded
15	Sumter	US-301	@ E CR-462	N/A	N/A	Int. Imp.	2026-2030	\$ 256,000	Prod. Sup.	2026-2030	\$ 513,000	Prod. Sup.	2026-2030	\$ 4,103,000	OR	2031-2035	\$ 4,846,000	OR	\$ 282,000	Fully Funded
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2025	\$ 38,000	Prod. Sup.	2025	\$ 76,000	Prod. Sup.	N/A	2025	\$ 759,000	OR	\$ 38,000	Fully Funded		
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2026-2030	\$ 139,000	Prod. Sup.	2026-2030	\$ 278,000	Prod. Sup.	N/A	2026-2030	\$ 2,777,000	OR	\$ 139,000	Fully Funded		
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2031-2035	\$ 204,000	Prod. Sup.	2031-2035	\$ 407,000	Prod. Sup.	N/A	2031-2035	\$ 4,070,000	OR	\$ 204,000	Fully Funded		
***	Lake/Sumter	Intelligent Transportation Systems/Autonomous, Connected, Electric, and Shared Vehicles					2036-2045	\$ 522,000	Prod. Sup.	2036-2045	\$ 1,044,000	Prod. Sup.	N/A	2036-2045	\$ 10,442,000	OR	\$ 522,000	Fully Funded		
Local Projects																				
16	Lake	CR-466A	E of Timbertop Ln	Poinsettia Ave	1.29	2U-4D	COMPLETE	\$ 361,000	OR	COMPLETE	\$ 722,000	OR	COMPLETE	\$ 3,612,000	OR	2026-2030	\$ 6,826,000	OR	\$ 397,000	Fully Funded
17	Lake	CR-437 Realignment	Oak Tree Dr	SR-46	1.12	00-2U	COMPLETE	\$ 274,000	OR	2020-2024	\$ 874,000	OR	2031-2035	\$ 3,743,000	OR	2031-2035	\$ 5,184,000	OR	\$ 302,000	Fully Funded
18	Lake	CR-455/Hartle Rd	Lost Lake Rd	Good Hearth Blvd	1.02	2U-4D	COMPLETE	\$ 61,000	OR	COMPLETE	\$ 121,000	OR	COMPLETE	\$ 607,000	OR	2026-2030	\$ 1,148,000	OR	\$ 67,000	Fully Funded
19	Lake	CR-455/Hartle Rd	Hartwood Marsh	Lost Lake	2.16	00-2U	COMPLETE	\$ 651,000	OR	2025	\$ 625,000	OR	2031-2035	\$ 3,000,000	OR	2026-2030	\$ 12,304,000	OR	\$ 716,000	Fully Funded
20	Lake	Rolling Acres Rd	Co Rd 466	Griffin Ave	1.28	2U-4D	2026-2030	\$ 900,000	OR	2026-2030	\$ 643,000	OR	2025	\$ 3,215,000	OR	2036-2045	\$ 6,076,000	OR	\$ 354,000	Fully Funded
21	Lake	Round Lake Rd Ext. (A)	Wolf Branch Rd.	SR-44	2.61	00-4D	COMPLETE	\$ 1,070,000	OR	2020-2024	\$ 1,288,000	OR	2031-2035	\$ 6,094,000	OR	2036-2045	\$ 20,227,000	OR	\$ 1,177,000	Fully Funded

2045 Capacity Projects: Partially Funded

ID	Location	On Street	From Street	To Street	Mi.	Improv	PD&E Time	PD&E Cost (PDC)	PD&E Source	PE Time	PE Cost (PDC)	PD&E Source	ROW Time	ROW Cost (PDC)	ROW Source	CST Time	CST Cost (PDC)	CST Source	CEI Cost (PDC)	Funded Level
State Projects																				
22	Lake	SR-19	CR-455	CR-48	3.93	Strat. Imp.*	2025	\$ 500,000	Prod. Sup.	2031-2035	\$ 500,000	Prod. Sup.	2031-2035	\$ -	OR	2036-2045	\$ 4,521,000	OR	\$ 263,000	Partially Funded
23	Lake	SR-19	CR-48	CR-561	4.76	Strat. Imp.*	COMPLETE	\$ -	Prod. Sup.	COMPLETE	\$ -	Prod. Sup.	2031-2035	\$ -	OR	2036-2045	\$ 5,476,000	OR	\$ 319,000	Partially Funded
Local Projects																				
24	Lake	CR-33	SR-50	Simon Brown Rd	2.37	Strat. Imp.*	2025	\$ 500,000	Prod. Sup.	2026-2030	\$ 500,000	Prod. Sup.	2031-2035	\$ -	OR	2026-2030	\$ 4,725,000	OR	\$ 275,000	Partially Funded
Strategic Intermodal System (SIS) Projects																				
26	Lake	Florida's Turnpike	US 27	CR 470 Interchange	8.00	4D-8D	COMPLETE ¹	\$ 3,700,000	PKYI	2026-2030	\$ 16,135,145	PKYI	2026-2030	\$ 4,259,438	PKYI	N/A	N/A	N/A	N/A	Partially Funded

*Operational capacity improvements to be determined
 **CEI provided by Product Support
 ***System-wide Improvements
 Note: For Project ID #25 and #26, present day cost (PDC) figures are also equal to year of expenditure (YOE) costs.
¹ Project was part of a single PD&E study, 423375-1 PD&E Widen TPK from SR 50 (Clermont) to I-75 (MP 272 – 309).
² Project design was included in, and funded with, 435786-1 Widen TPK from Minneola Interchange to O'Brien Road.

All projects will use a combination of federal and state funding unless noted with an asterisk (*). Projects noted with an asterisk (*) will use local funds only.

Added #26 - Florida's Turnpike from US 27 to CR 470 Interchange to Cost Feasible Plan Projects

V. REPORTS, PRESENTATIONS, STUDIES

- 1. FDOT – Construction Status Report – Rakinya Hinson*
- 2. Florida Turnpike Enterprise (FTE) – Siaso Fine*
- 3. Central Florida Expressway – Emily Brown*
- 4. County Transit Reports – Information only*
- 5. MPO Studies: Main Street Complete Streets Study (City of Leesburg) – Final Preferred Concept Plan – information only.*

VI. BOARD MEMBER COMMENTS:

VII. ADJOURNMENT NEXT MEETING: AUGUST 24, 2022 @ 2:00 PM,



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Lake and Sumter Counties Project Status Update as of May 31, 2022

The following is a brief status update on major FDOT road construction projects in Lake and Sumter counties as of the May cutoff. The next cutoff date is June 30, 2022. Information is also available on www.cflroads.com. For questions, please contact Anna Taylor at 386-943-5499 or via email at Anna.Taylor@dot.state.fl.us.

LAKE COUNTY

Upcoming Projects:

442875-1 SR 44 from east of SR 35 (Main Street) to Lake Co line

- Contract: T5721
- Contractor: Anderson Columbia Co., Inc.
- Estimated Start: June 15, 2022
- Estimated Completion: Early 2024
- Cost: 18.6 million

Current Projects:

437938-1 SR 19/S Central Ave from Golden Gem Dr to south of Palmetto St

- Contract: E51A8
- Contractor: Halifax Paving, Inc.
- Estimated Start: May 14, 2022
- Estimated Completion: Fall 2022
- Cost: 3 million
- Update: Halifax has not mobilized the work zone yet. Contractor is still working on submitting shop drawings and requests for information (RFI) to the department

443592-1 Milling and resurfacing US 441 from east of SR 44 to south of Lincoln Avenue

- Contract: T5732
- Contractor: Ranger Construction Industries, Inc.
- Estimated Start: January 2022
- Estimated Completion: Summer 2022
- Cost: 4.3 million

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- Update: Ranger Construction has stopped nighttime paving operations until materials needed are obtained. Daytime operations involve ITS conduits and signalizations being installed as well as pouring & sodding operations are taking place.

443507- 1 SR 44 Milling & Resurfacing from south of Lakeshore Blvd. to north of Lakeshore Blvd.

- Contract: T5722
- Contractor: Atlantic Civil Construction.
- Estimated Start: December 16, 2021
- Estimated Completion: Spring 2022
- Cost: 1.6 million
- Update: Contractor is currently placing high friction course and thermoplastic; they are also working on installing traffic control cabinet. Overall Atlantic Civil is working on punch list items, and there are no planned lane closures

443546-1 US 441(SR 25/SR 500) Milling & Resurfacing from Griffin Road to MLK Blvd.

- Contract: T5723
- Contractor: C.W. Roberts Contracting, Inc.
- Start: November 17, 2021
- Estimated Completion: Summer 2022
- Update: CW Roberts daytime work currently involves manhole adjustments within the medians. Nighttime work operations include concrete work on the NB sidewalks and ramps. Strain poles are estimated to be installed June 20-24 and irrigation sleeves should begin week of 5/31/2022.

238395-5 U.S. 441 widening from Lake Ella Road to Avenida Central in Lady Lake; includes elimination of U.S. 441 bridge over County Road 25 and creation of traditional intersection at that location.

- Contract: T5650
- Contractor: Southland Construction, Inc.
- Start: Summer 2020
- Estimated Completion: Late 2023
- Update: Currently work is consisting of pouring curb and sidewalk by W&S as well as wall removal and excavation by SCI and Maylor. Contractor continues to construct a temporary road parallel to U.S. 441 that will carry northbound and southbound traffic when the highway is closed for the demolition of the County Road 25 overpass and construction of an intersection at CR 25 and U.S. 441. Signal operations and road widening work continues along the length of the project.
- On Oct. 4, 2021, a segment of County Road 25 was closed beneath the U.S 441 bridge in Lady Lake, FL. A new detour was put in place on November 22, 2021, Oak Street/County Road (C.R.) 25 at U.S 441 in Lady Lake will be closed. This closure will allow for intersection improvements, detours will be in effect for the duration of the project. On Monday December 28, 2021, a traffic shift will be in place from Avenida Central to west Hermosa St., several left turns will be removed, and the biggest impact will be seen at Water Oak Blvd. with the Water Oak Estates residents. Currently residents of Water Oak Estates can come onto U.S 441 from Water Oak Blvd. and go southbound, but with the new traffic shift they will no longer be able to do that. Instead, they will have to go northbound on U.S. 441 and make a U-turn, where allowed preferably at a signalized intersection. Residents wanting to come into Water Oaks

Estates via Water Oak Blvd. from the southbound lane on U.S. 441 will not be able to do so, instead they will have to continue their route south on U.S. 441 and make a U-turn, where allowed preferably at a signalized intersection. Residents are encouraged to use their back entrance to get in and out of their community which can be accessed via Griffin Ave

- The traffic shift starts at Avenida Central and ends at West Hermosa St. This traffic shift will allow for the southbound bridge demolition as part of the road widening on U.S. 441.
- Update: Southland continues with roadway slope excavation, pipe work, gravity wall and ITS operations within the project limits. U.S. 441 Northbound Traffic Shift began May 26, 2022, in Lady Lake, FL. The northbound lanes on U.S. 441 are shifting to a newly constructed roadway from Lake Ella Road to East Lakeview Street. The shift relocates traffic onto nearly 2 miles of newly paved roadway and will allow the contractor to work on the next phase of construction by opening the work zone area

441135-1 and 441135-2 Resurfacing southbound lanes of State Road 19 from Golden Gem Drive in Umatilla to County Road 452 in Eustis. Also modify medians along the length of the project.

- Contract: T5709
- Contractor: P&S Paving Inc.
- Start: Spring 2021
- Estimated Completion: Spring 2022
- Update: Active work along the roadway includes punch list and grading operations along various locations throughout the project. Contractor is also working on paving SB turn lanes, side streets and on final pavement markings

SUMTER COUNTY

Current Projects:

435859-3 Widening of State Road 50 from Hernando/Sumter County line to east of CR 478A.

- Contractor: Ranger Construction Industries, Inc.
- Start: November 2, 2021
- Estimated Completion: Fall 2023
- Update: The contractor continues to have inside and outside lane closures for widening operations, one lane at a time from 7a.m. to 6 p.m. Other active work includes dewatering/excavating of pond 12R, hauling embankment from offsite and spreading on roadway as well as mulching tree piles and loading them out

438562-3 Reconstructing the southbound rest area along Interstate 75 in Sumter County.

- Contractor: David Nelson Construction
- Start: Spring 2021
- Estimated Completion: Fall 2022
- Update: The rest area has been demolished and the contractor is laying the groundwork to rebuild the welcome center and restrooms, expand the parking area and add outdoor amenities. The rest area will remain closed to the public until work is completed toward the end of 2022



Florida Department of Transportation/Florida's Turnpike Enterprise

RON DESANTIS
GOVERNOR

Turkey Lake Service Plaza | Mile Post 263 | Bldg. #5315
P.O. Box 613069, Ocoee, Florida 34761

JARED W. PERDUE, P.E.
SECRETARY

June 2, 2022

Contact: Siaosi Fine siaosi.fine@dot.state.fl.us
(407) 264-3494

FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE LAKE/SUMTER MPO CONSTRUCTION UPDATE REPORT

PROJECT: NORTHERN TURNPIKE MAINLINE/SR 91 WIDENING PROJECT FROM SR 50/CLERMONT TO HANCOCK ROAD/MINNEOLA (MILEPOSTS 273 TO 279)

DETAILS: Florida's Turnpike Enterprise is widening Florida's Turnpike/SR 91 from four to eight lanes from SR 50/Clermont to Hancock Road/Minneola in Lake and Orange counties.

DESCRIPTION: This project includes constructing a new Fosgate Road bridge over the Turnpike. The bridges at CR 438 and CR 455 will also be replaced, as well as the Turnpike bridges over Jones Road, Old Highway 50 and Blackstill Lake Road. The West Orange Trail bridge over the Turnpike will be replaced with a prefabricated structure. New electronic tolling gantries and buildings will be installed, and the existing toll booths and canopies at the SR 50/Clermont entrance and exit ramps will be demolished. Safety improvements for this project include a new Intelligent Transportation System (ITS), signage, pavement markings, signalization, lighting, and drainage.

The construction cost of the project is estimated at \$162.3M. The project is anticipated to be completed in mid-2026.

CURRENT ACTIVITIES: The contractor completed demolition of the CR 455 bridge and pile driving is now underway. Mechanically stabilized earth (MSE) wall construction is underway on the northside of Florida's Turnpike and will begin soon on the southside. Construction on the CR 455 roundabouts are being coordinated with the MSE wall construction. The project team anticipates the CR 455 bridge reopening in Spring 2023. Reconstruction of the CR 438/Oakland Avenue bridge continues and is on schedule for a late Summer/early Fall 2022 reopening. Other work within the project limits includes subsoil excavation, pond construction, embankment placement, surcharge, fencing, paving for the temporary southbound traffic diversion and ITS (temporary and permanent) installation.

PROJECT CONTACTS:

Stephanie Eisenberg, Community Outreach Specialist
Stephanie.Eisenberg@dot.state.fl.us
(407) 264-3064

CONTRACTOR: Jr. Davis Construction Company

PROJECT: NORTHERN TURNPIKE MAINLINE/SR 91 RESURFACING AND SAFETY IMPROVEMENTS PROJECT FROM MILEPOST 297 TO MILEPOST 309

DETAILS: Florida's Turnpike Enterprise is resurfacing Florida's Turnpike/SR 91 from north of CR 470 to Interstate 75, in Sumter County.

DESCRIPTION: This project will resurface the roadway and includes the resurfacing of entrance and exit ramps at US 301 (Exit 304), new guardrails, signage, and pavement markings.

The construction cost of the project is estimated at \$11.5M. The project is anticipated to be completed in mid-2022.

CURRENT ACTIVITIES: The contractor will begin friction course paving in early June, and this work is anticipated to last until July. Once completed, final striping and rumble strip installation will begin.

PROJECT CONTACT:

Louis Grisoglio, Community Outreach Specialist

Louis.Grisoglio@dot.state.fl.us

(407) 264-3069

CONTRACTOR:

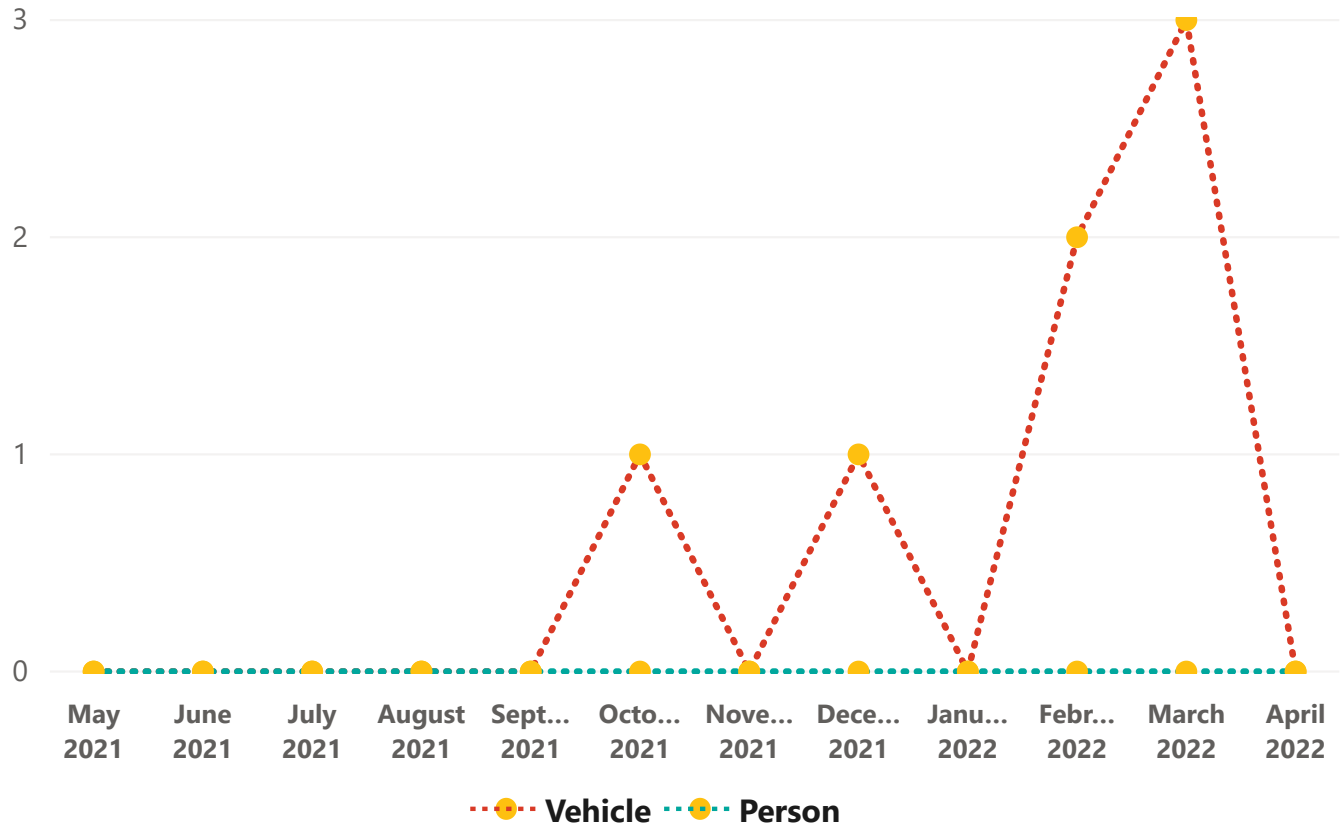
C.W. Roberts Contracting, Inc.

LANE CLOSURE INFORMATION:

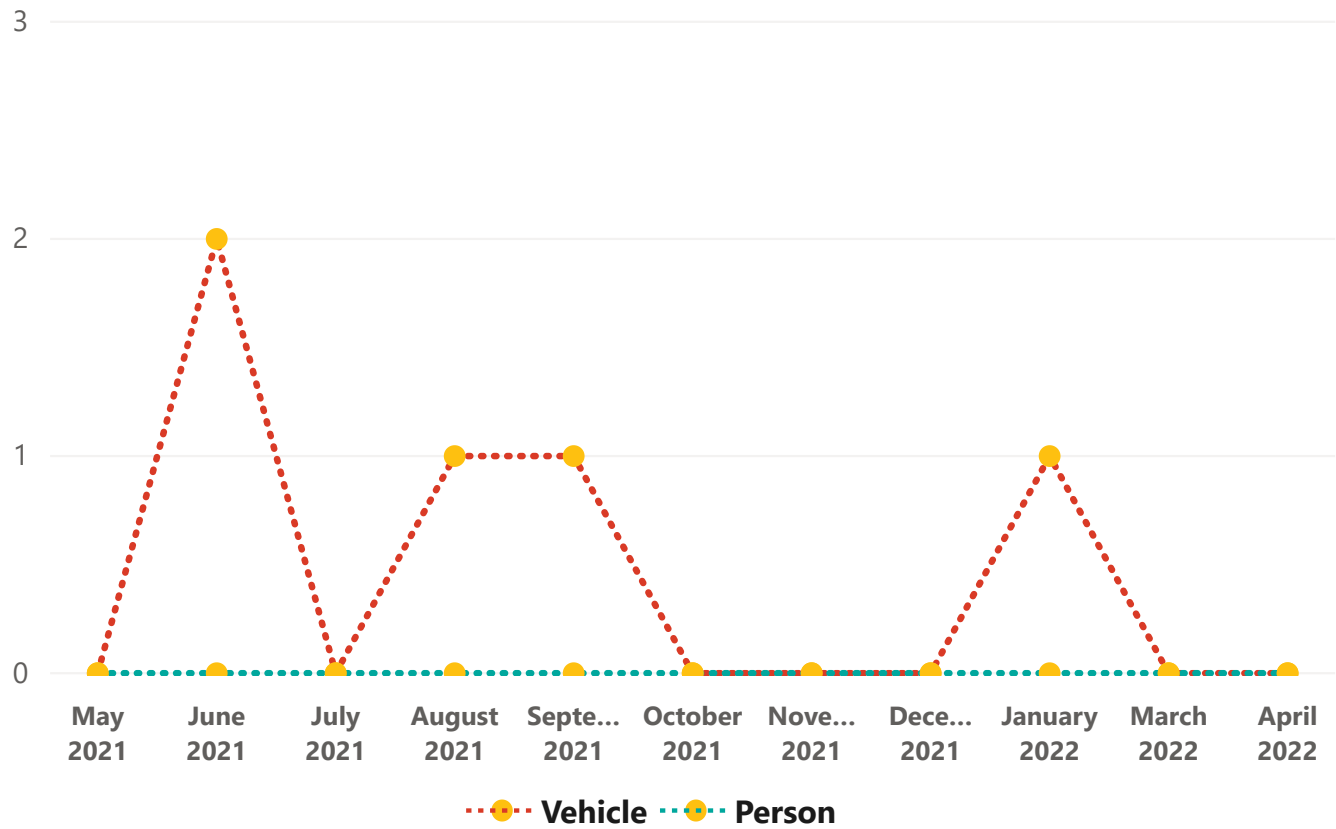
Lane closures will generally take place during off-peak hours to minimize traffic congestion and delays for most drivers. Closures will be announced in advance in the Central and West Central Florida Weekly Lane Closures and Work Zone Advisory. <https://floridasturnpike.com/traveler-resources/construction-updates/>.

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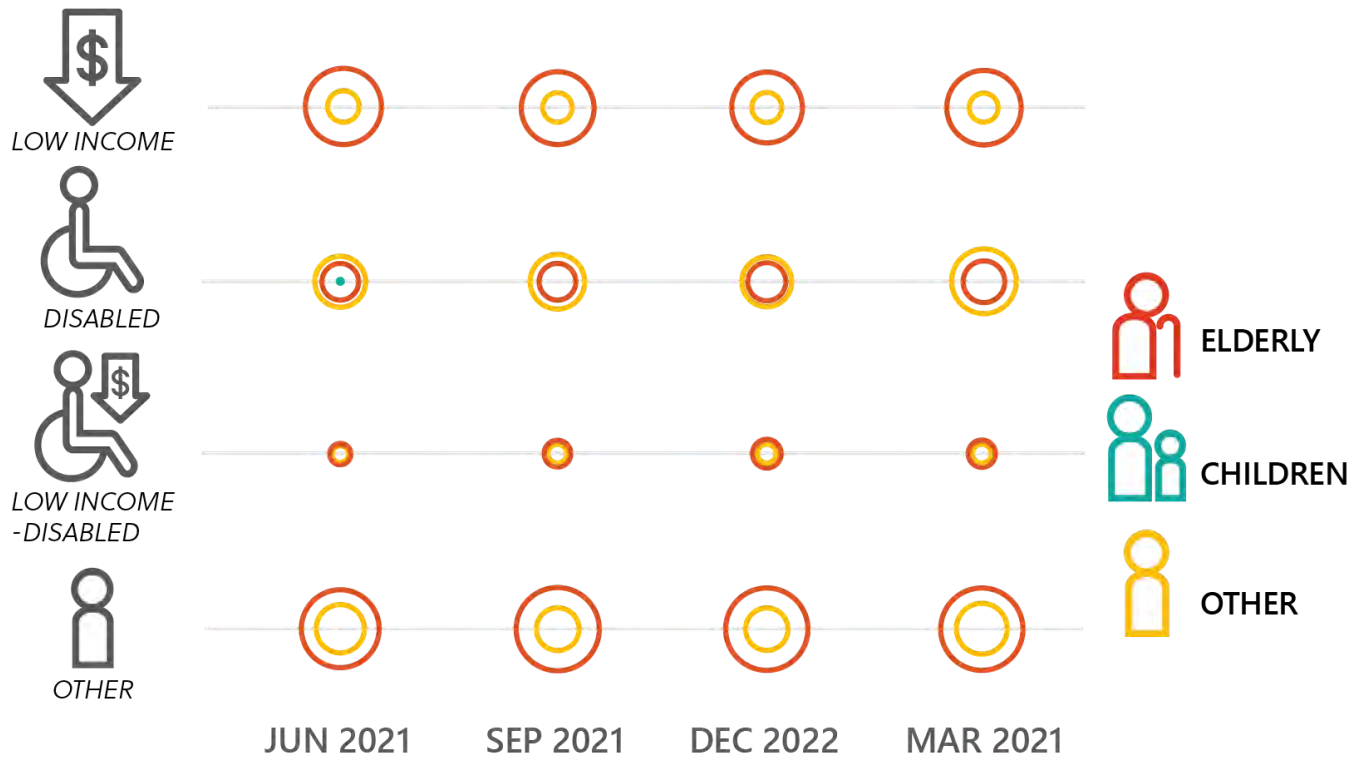
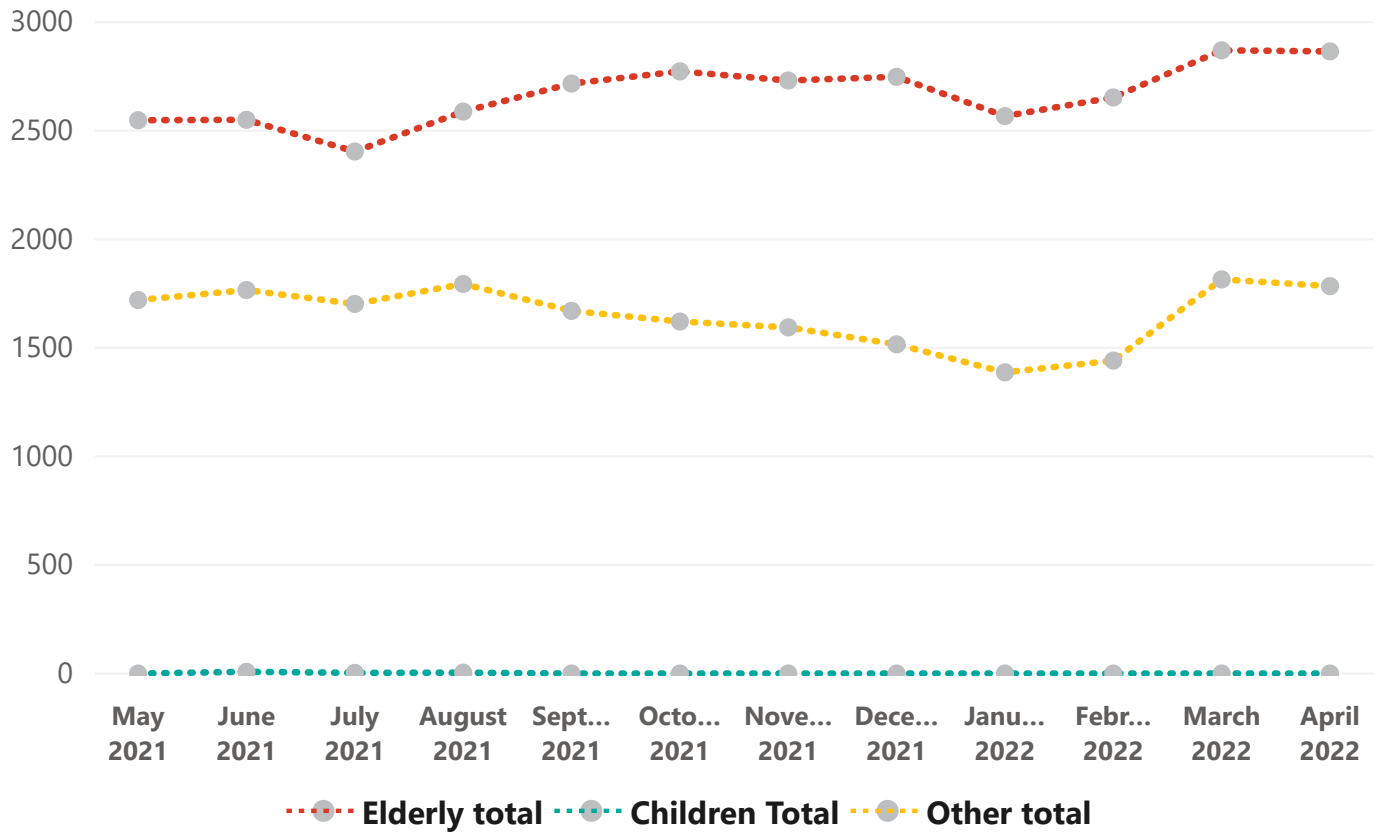
Lake County Connection Preventable Accidents



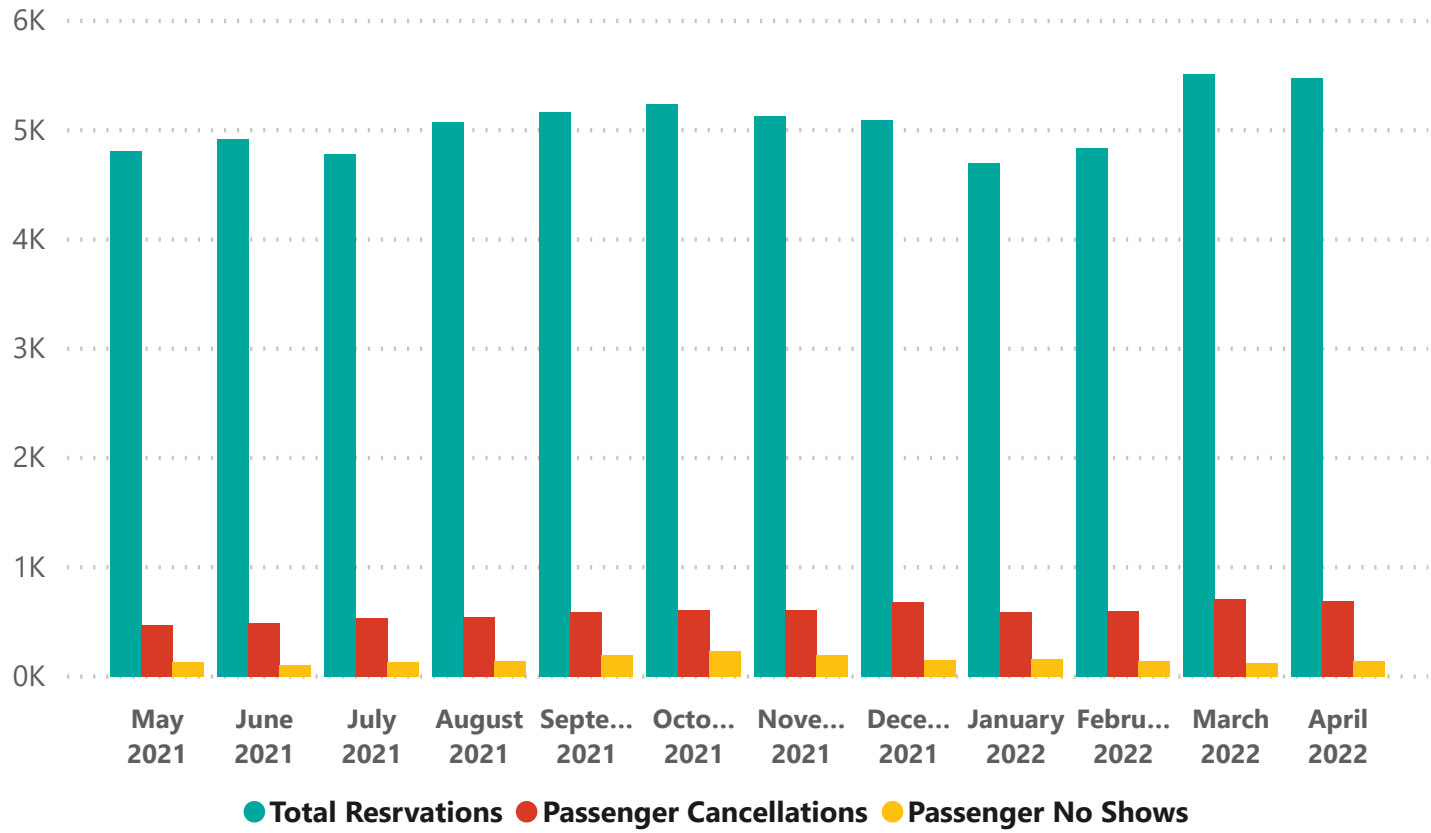
Lake County Connection Non-Preventable Accidents



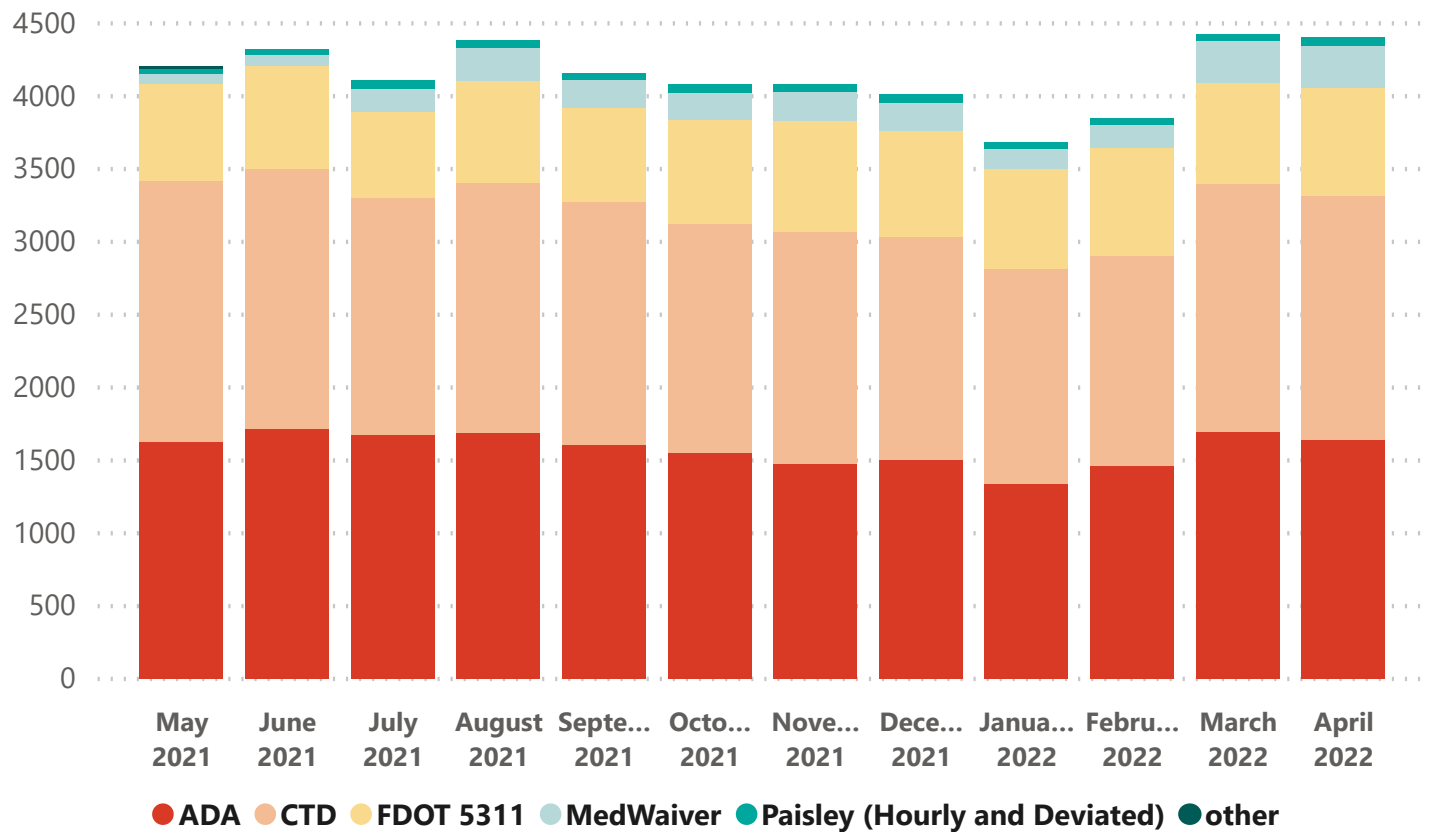
Passenger Types



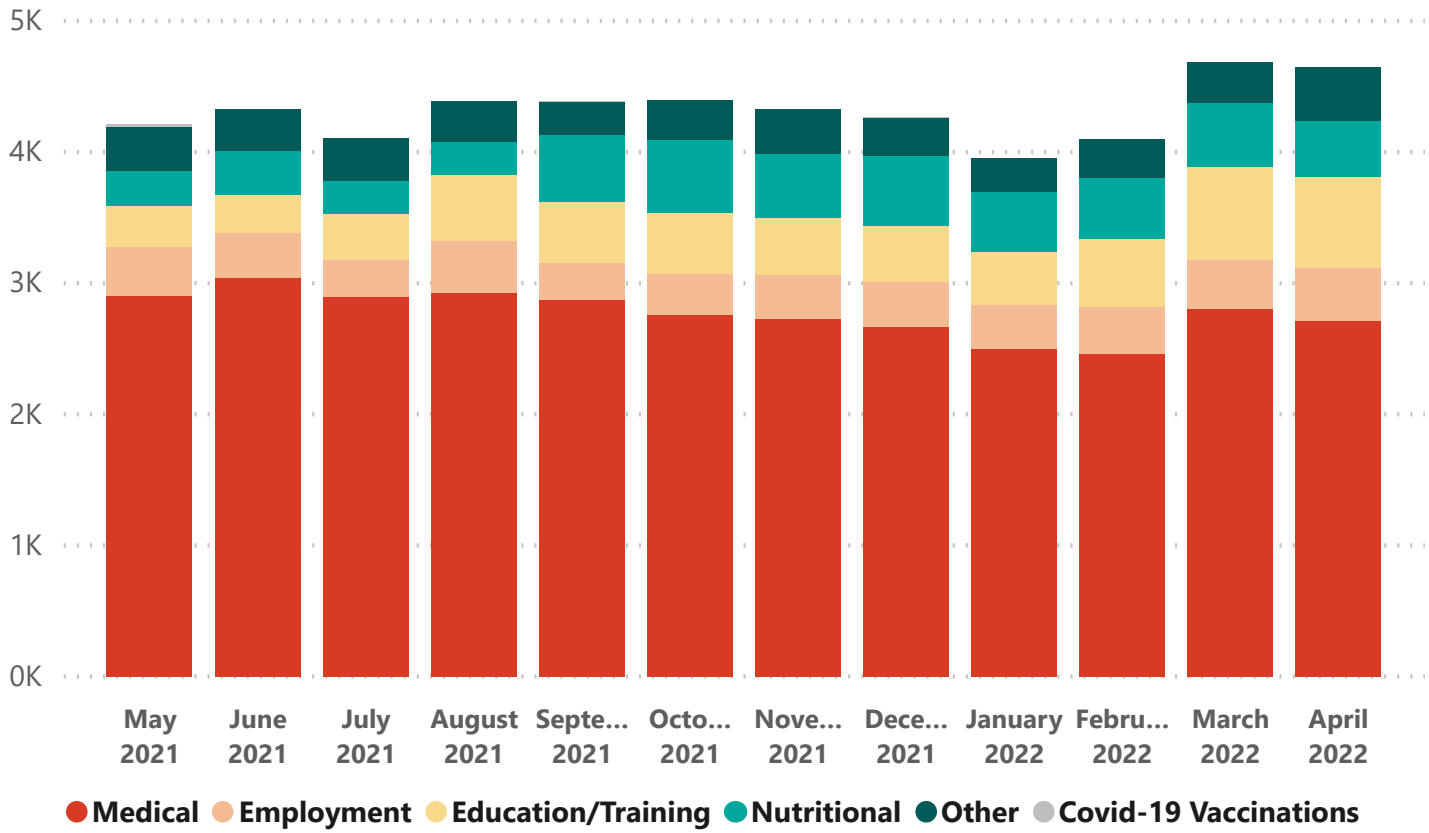
Lake County Transit Trips



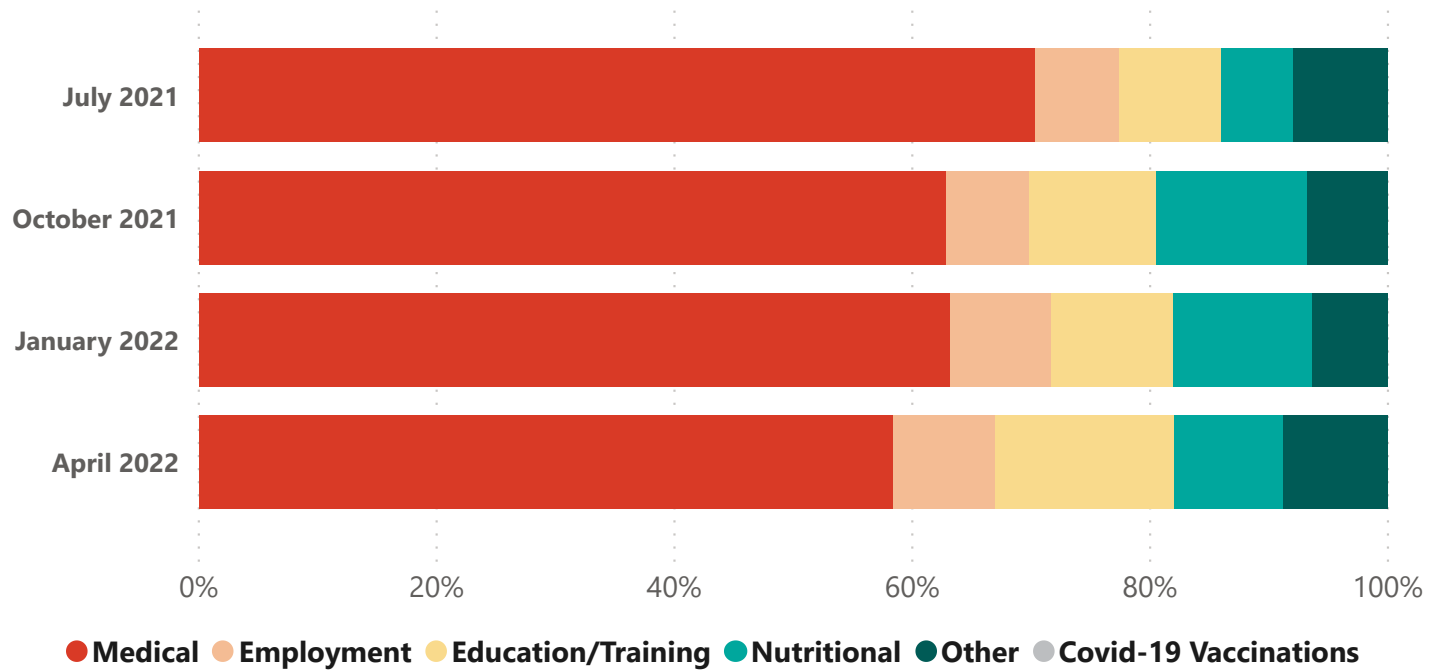
Lake County Transit Trip Funding Sources



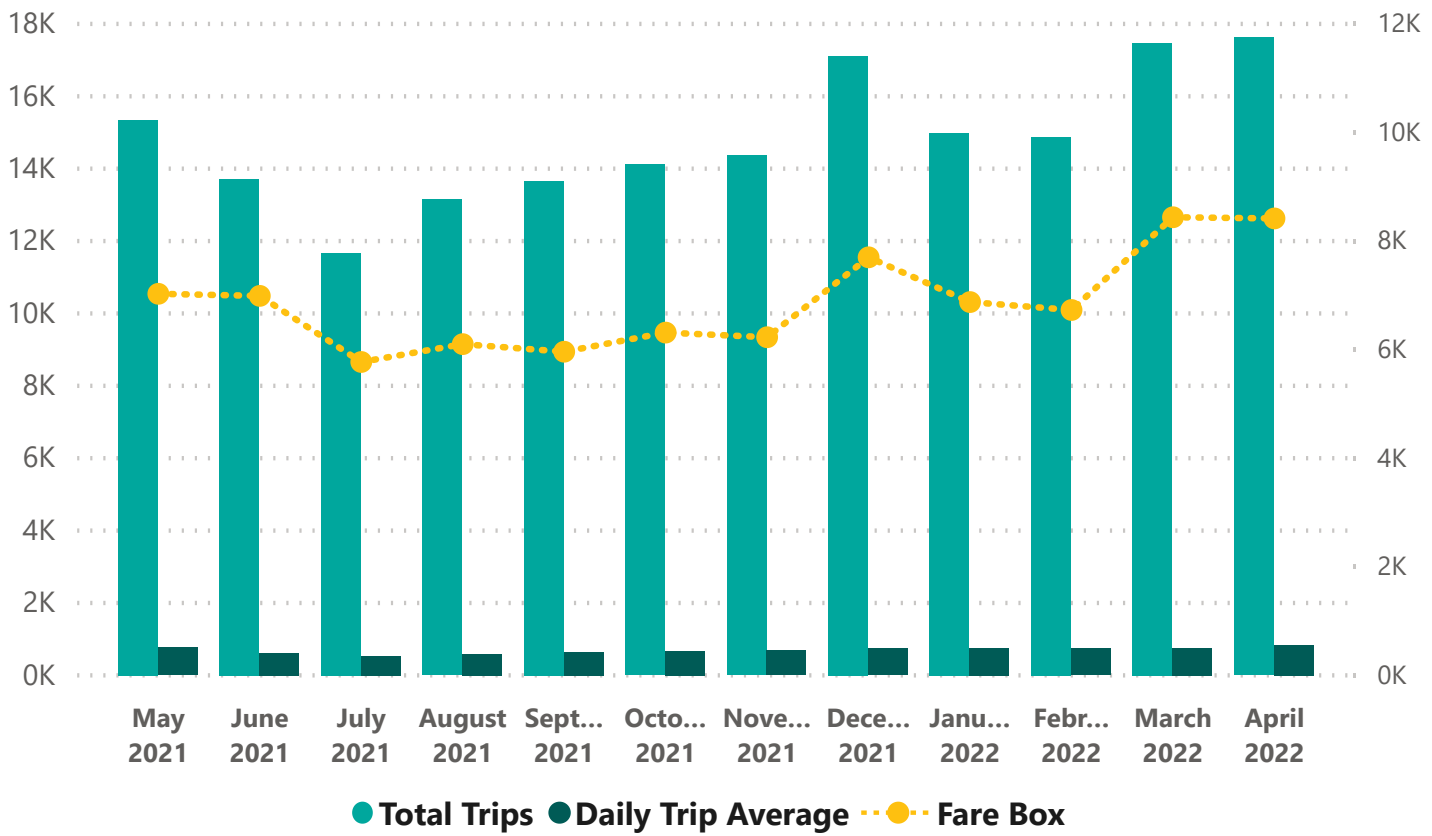
Trip Purpose



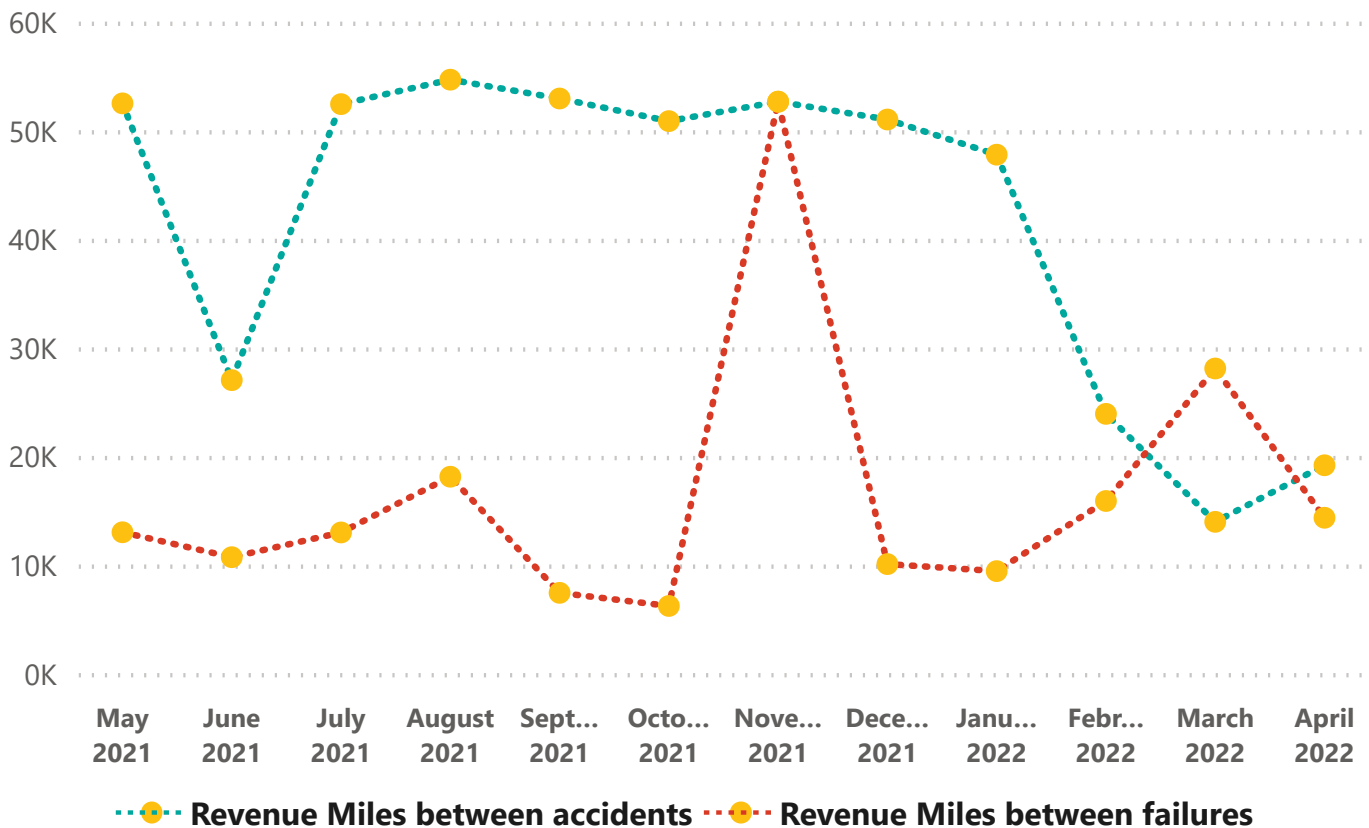
Trip Purpose Percentage



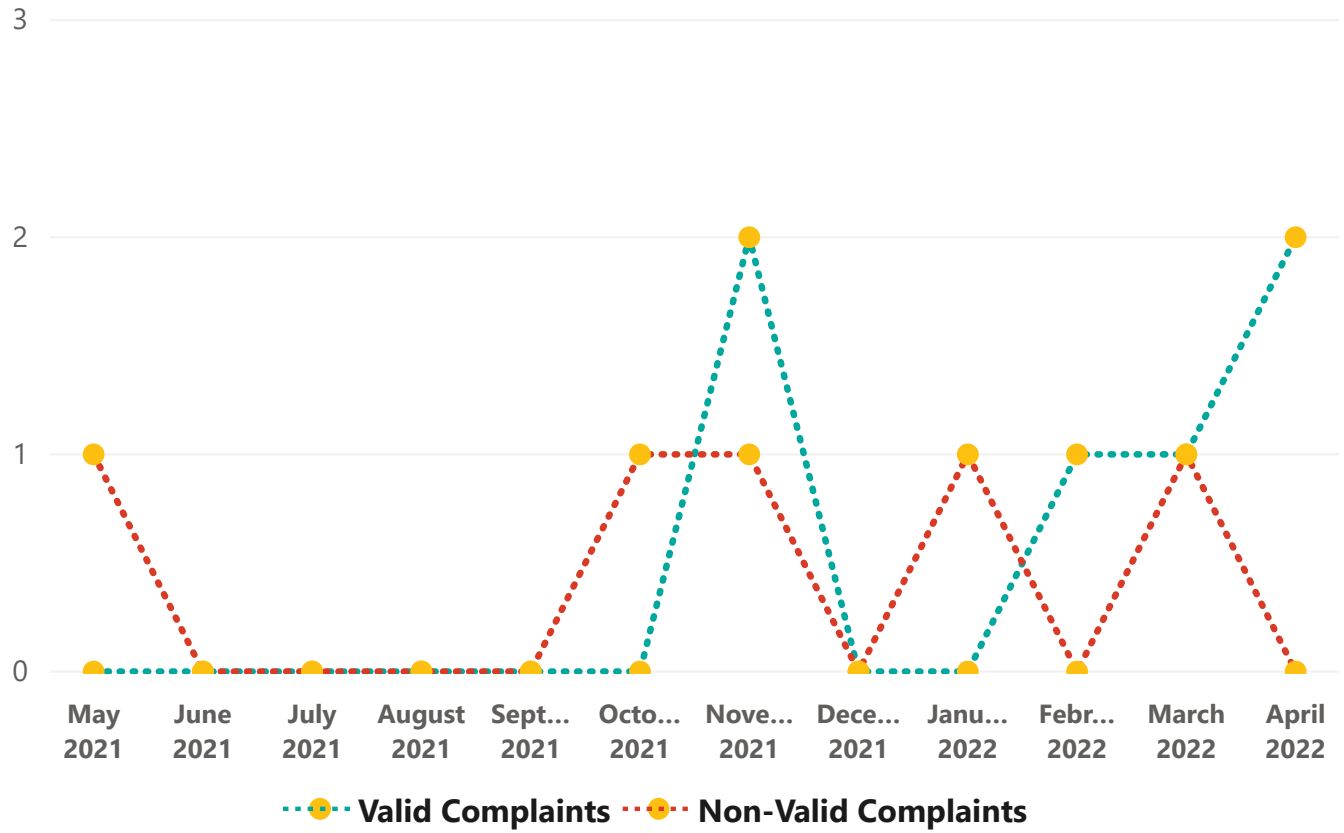
LakeXpress Daily Averages



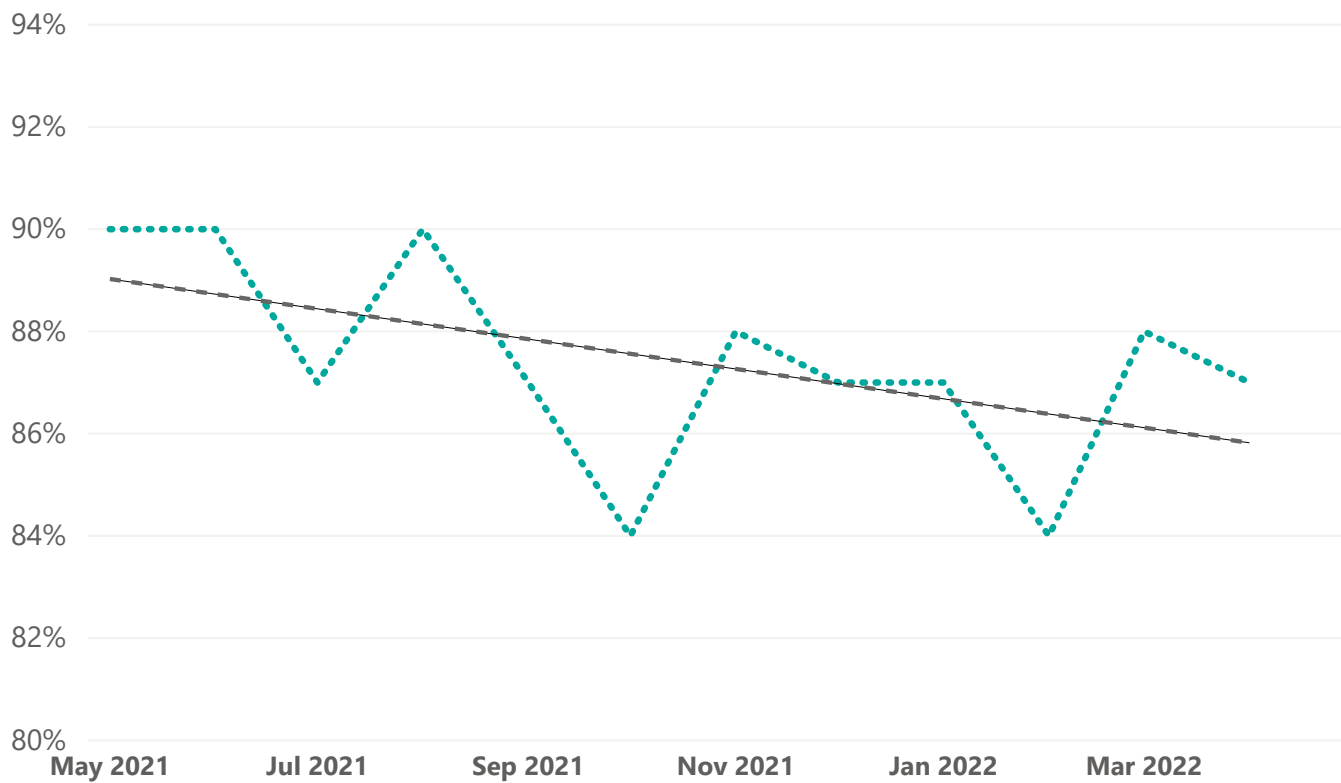
Performance: Accidents & Road Calls



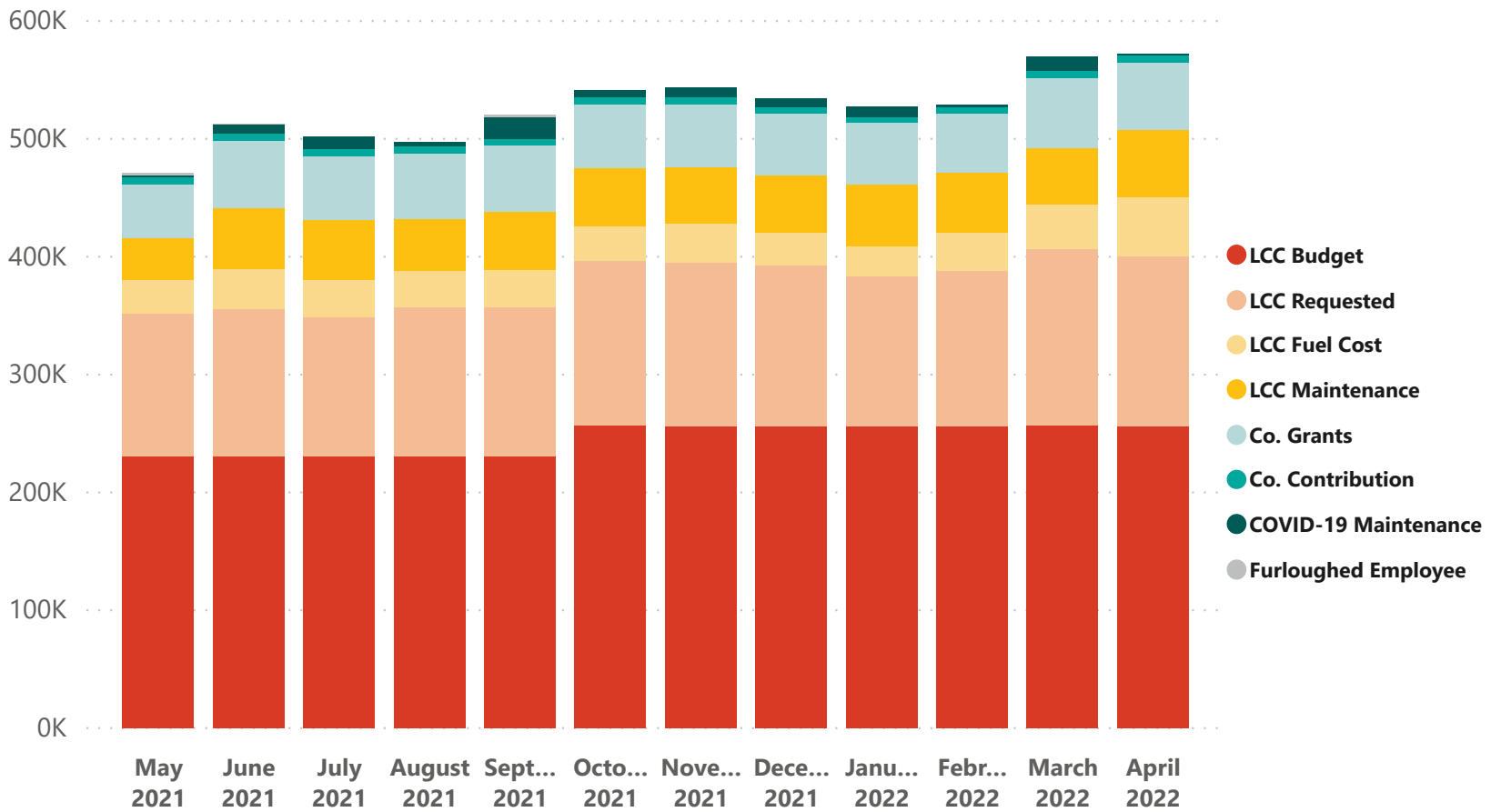
Lake County Connection Customer Complaints



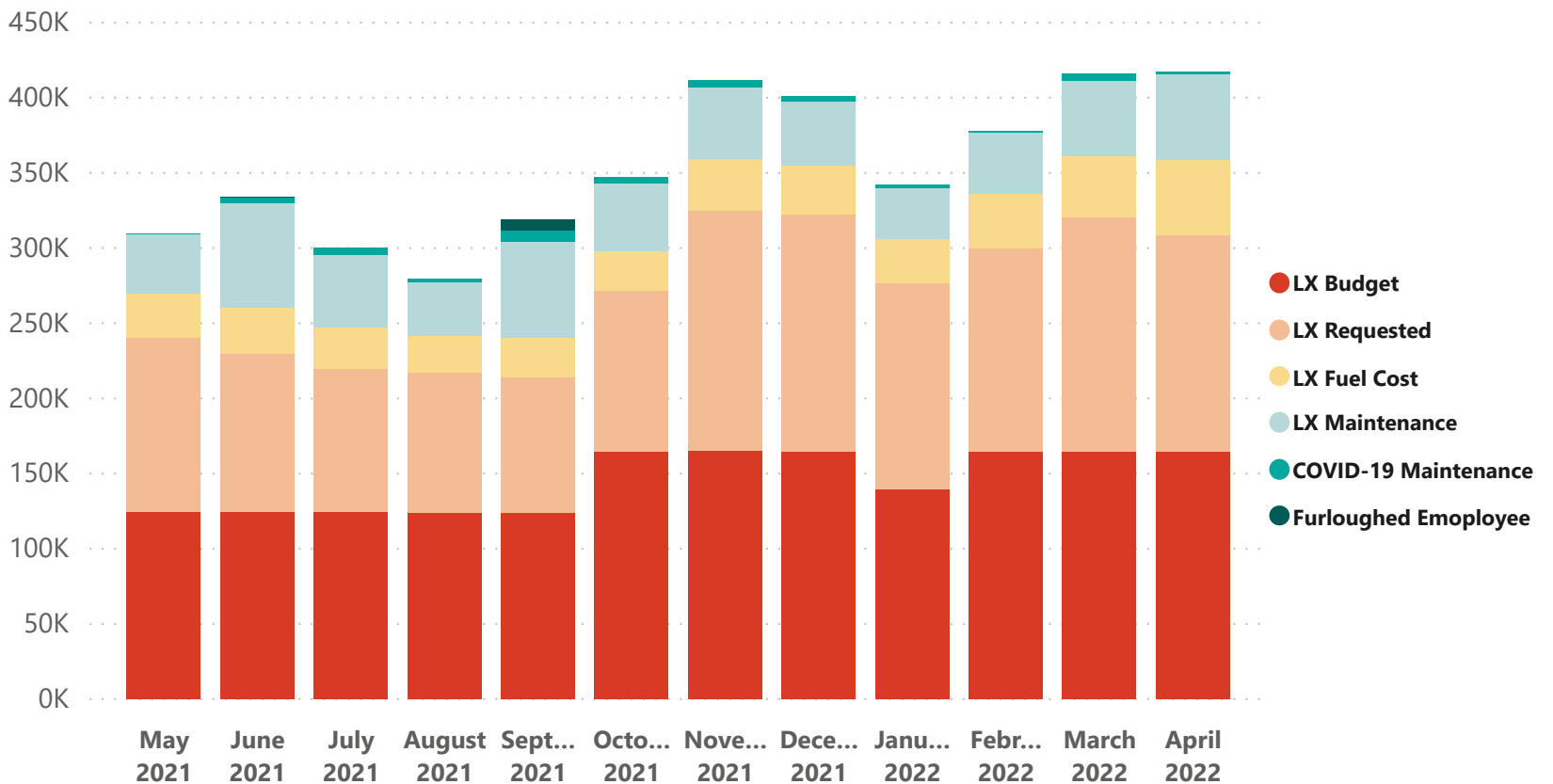
Lake County Connection On Time Performance



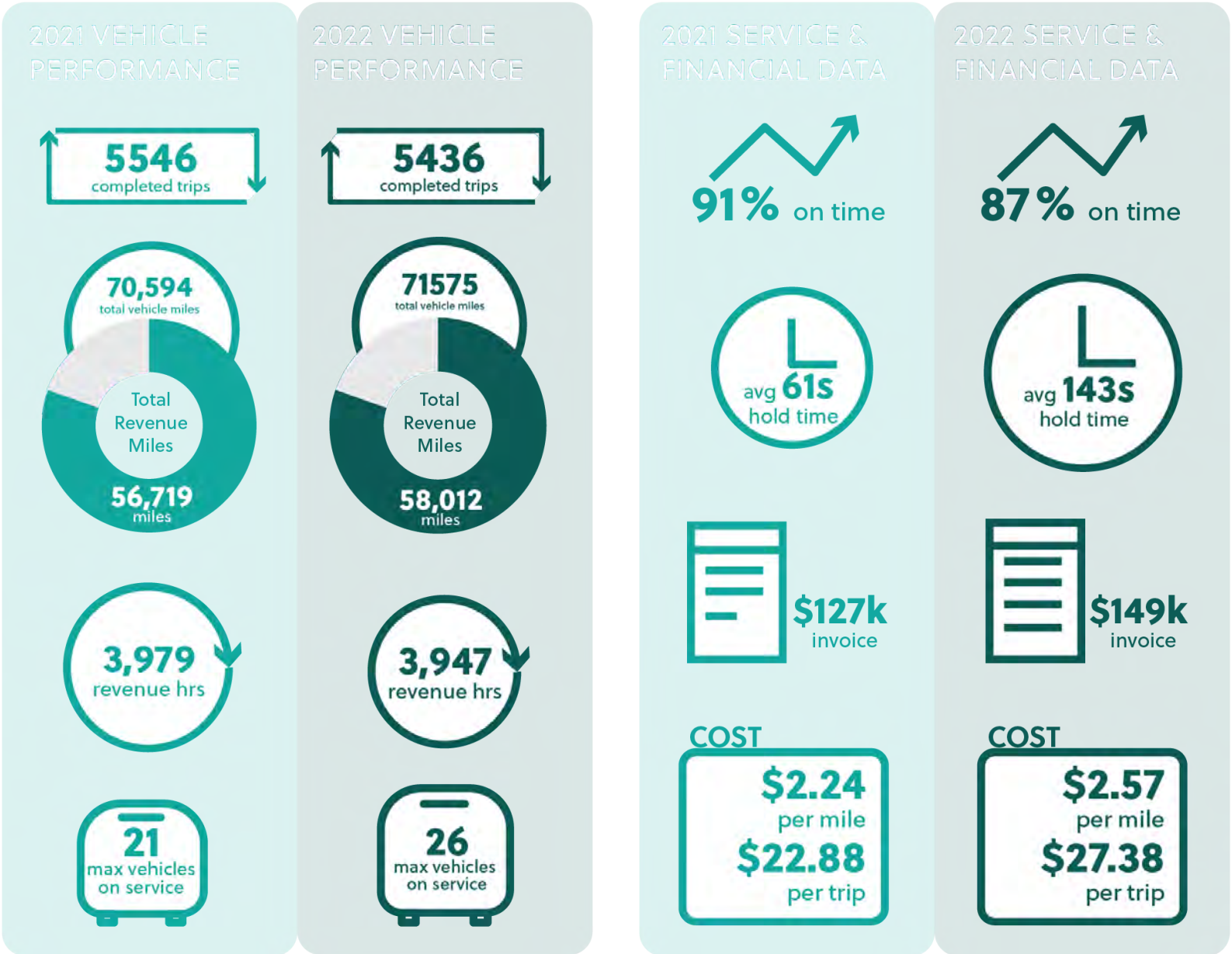
Lake County Connections Contract Amount



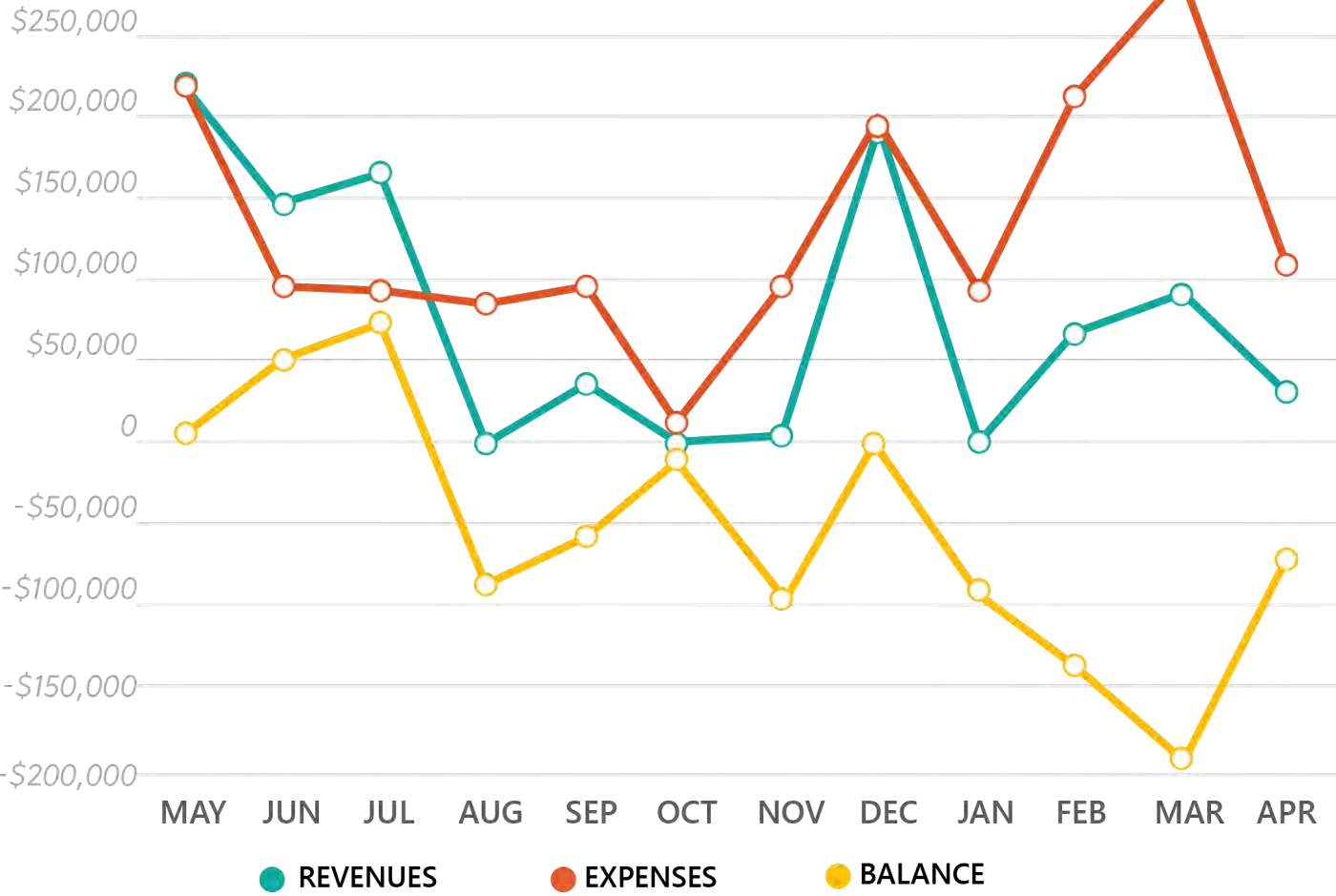
LakeXpress Contract Amount

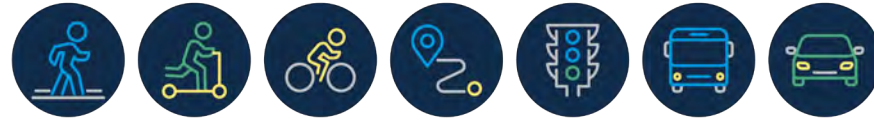


Selected Lake County Transit Metrics 2021 Dec v. 2022 April Comparison



Sumter County Transit Fund FY21-22





Leesburg Main Street Complete Streets Plan

LSMPO
June 22, 2022



Agenda

Introduction / Overview

Alternatives & Public Feedback

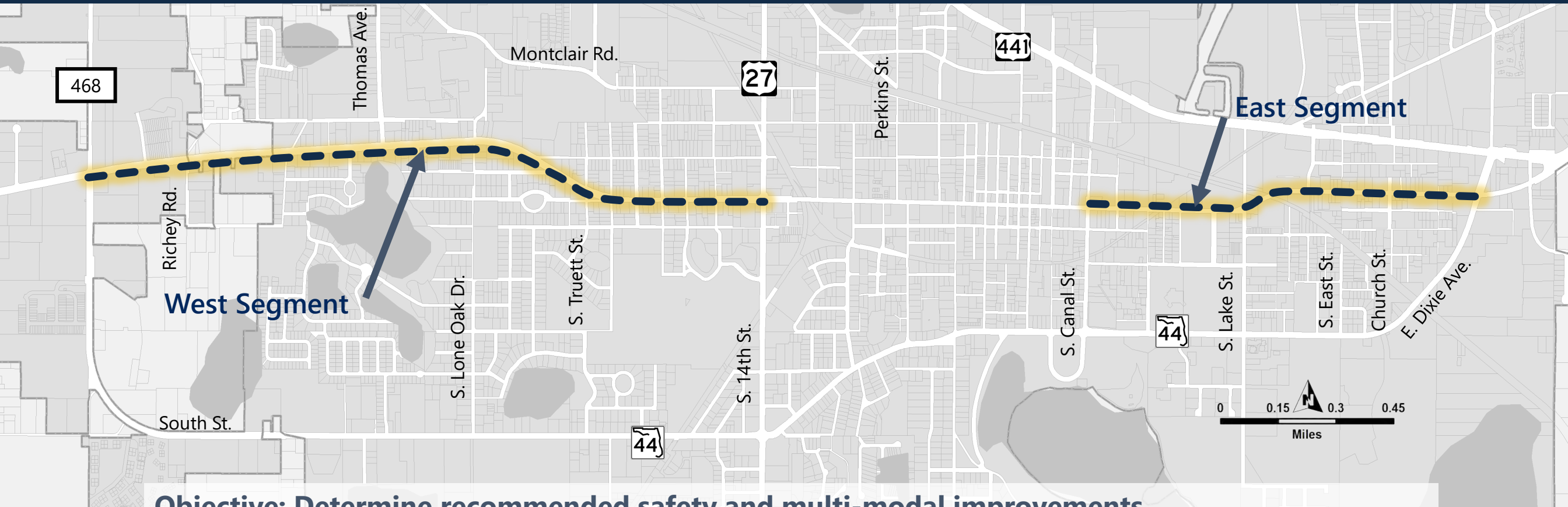
Preferred Alternative Concept



Introduction / Overview



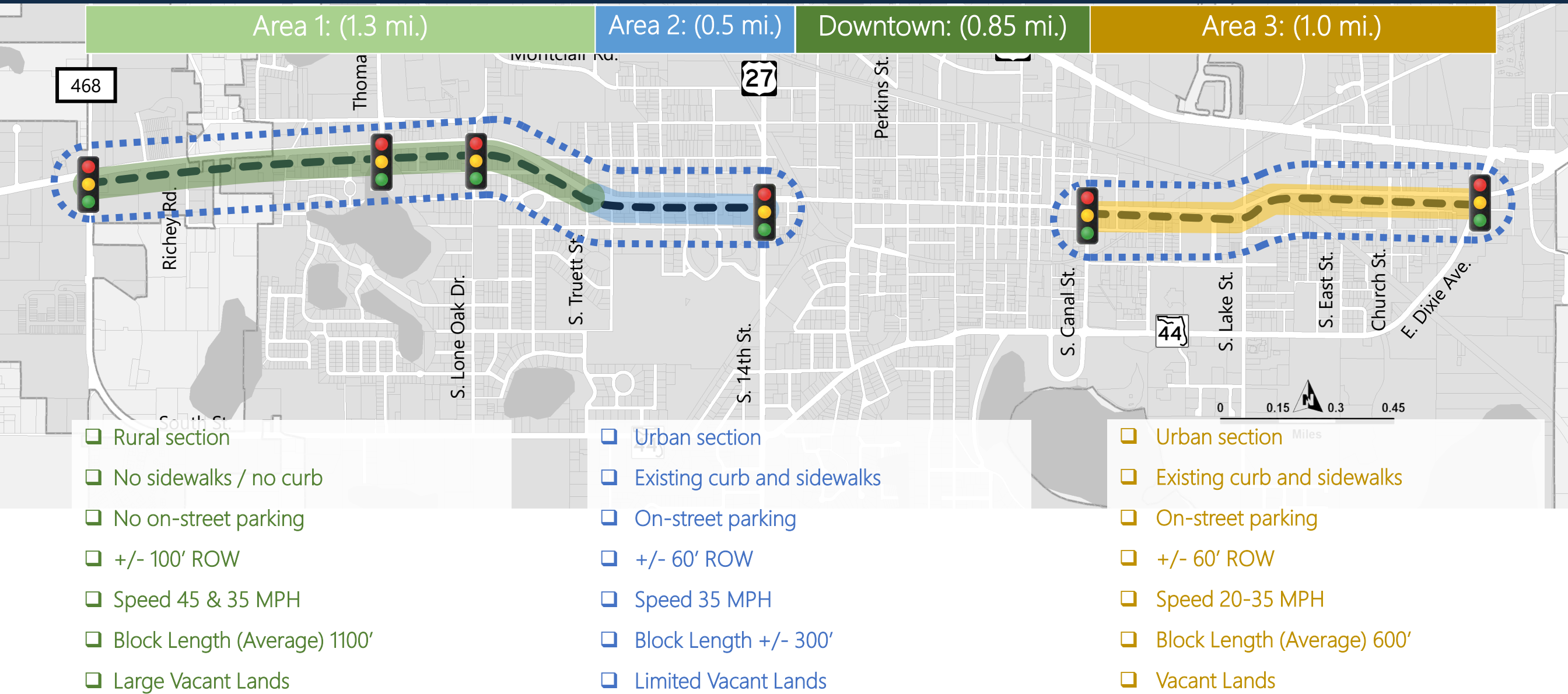
Project Overview



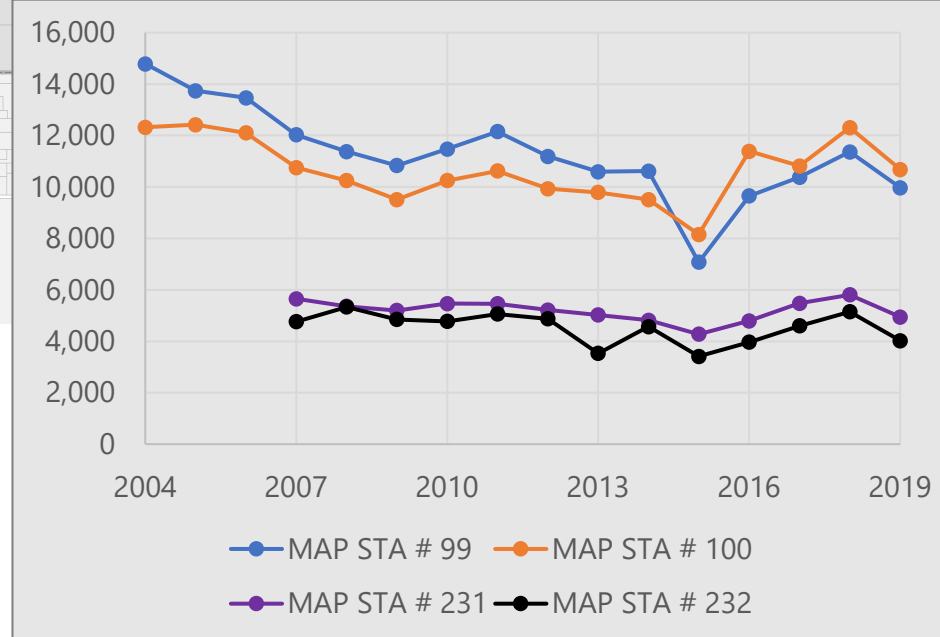
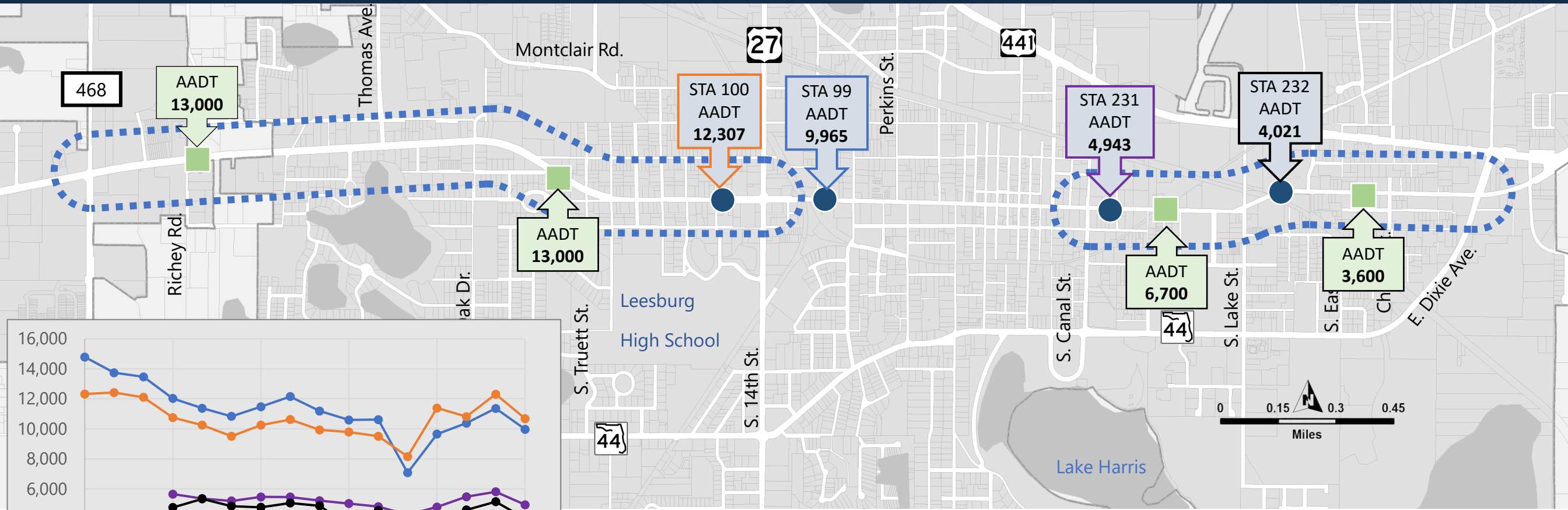
Objective: Determine recommended safety and multi-modal improvements

- Bicycle and pedestrian improvements
- ADA considerations
- Intersection modifications and roundabouts
- Landscaping

Preliminary Project Segmentation/Context Areas



Existing Conditions: Historic Daily Traffic Volumes

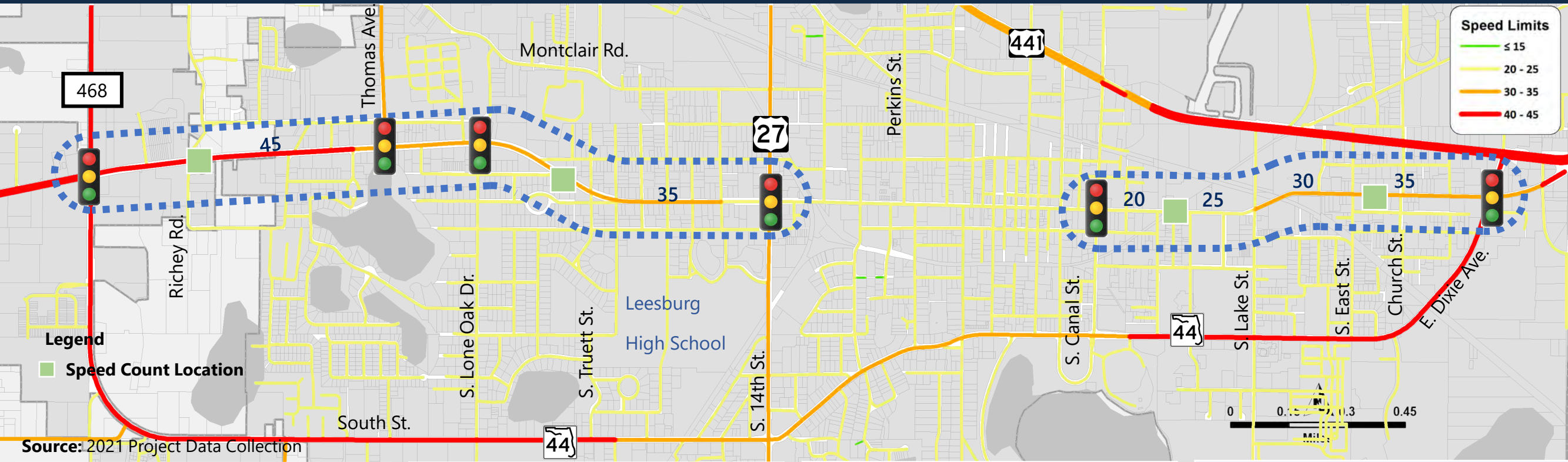


- Volumes higher on West Main St
- Volumes decrease moving east on Main St
- Volumes steady to slightly declining

Legend
 ● 2019 Lake County Annual Traffic Counts
 ■ 2021 Project Data Collection



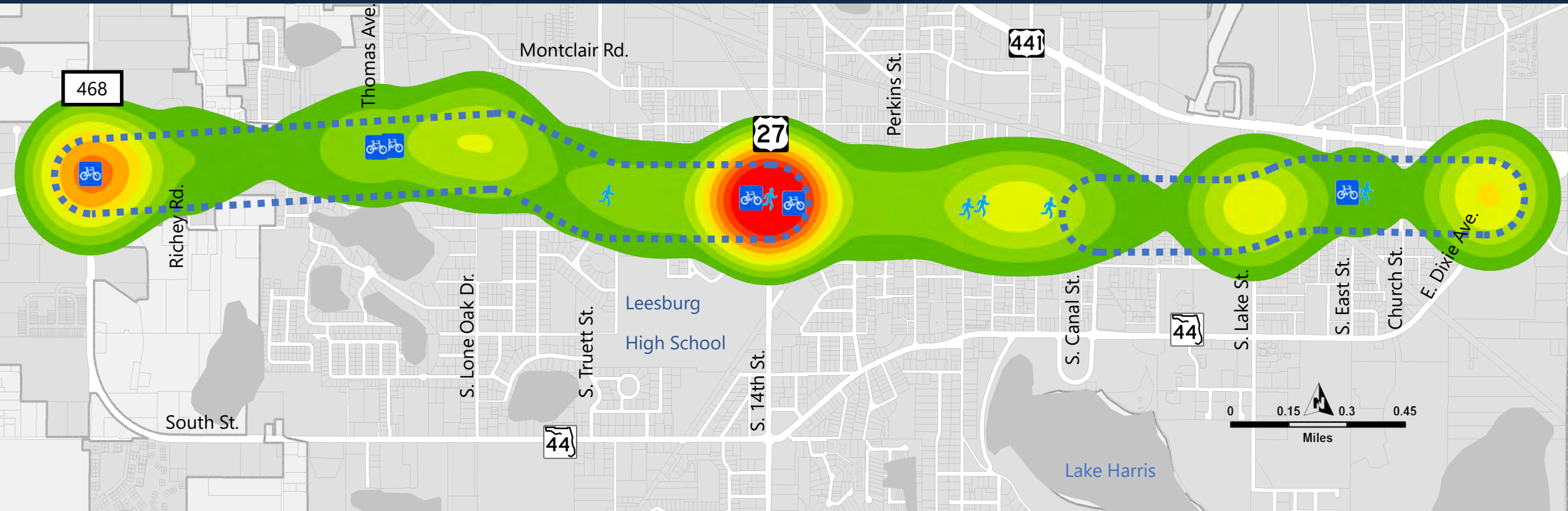
Existing Conditions: Speed Summary



Source: 2021 Project Data Collection

East of Westside Drive		West of Truett Street		West of Rambo Street		West of Church Street	
Posted Speed (mph)	45	Posted Speed (mph)	35	Posted Speed (mph)	25	Posted Speed (mph)	35
85th % Speed (mph)	54	85th % Speed (mph)	42	85th % Speed (mph)	34	85th % Speed (mph)	40
Average Speed (mph)	47	Average Speed (mph)	36	Average Speed (mph)	28	Average Speed (mph)	32
% Speeding (≥ 5mph)	28%	% Speeding (≥ 5mph)	25%	% Speeding (≥ 5mph)	34%	% Speeding (≥ 5mph)	13%

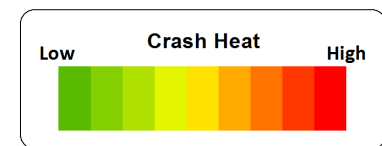
Existing Conditions: Crashes (2016-2020)



- Highest crash density
 - West Main Street / US 27 (20% of all corridor crashes)
 - West Main Street / CR 468 (16% of all corridor crashes)
 - Consistent with higher speed, higher volume areas of Main Street

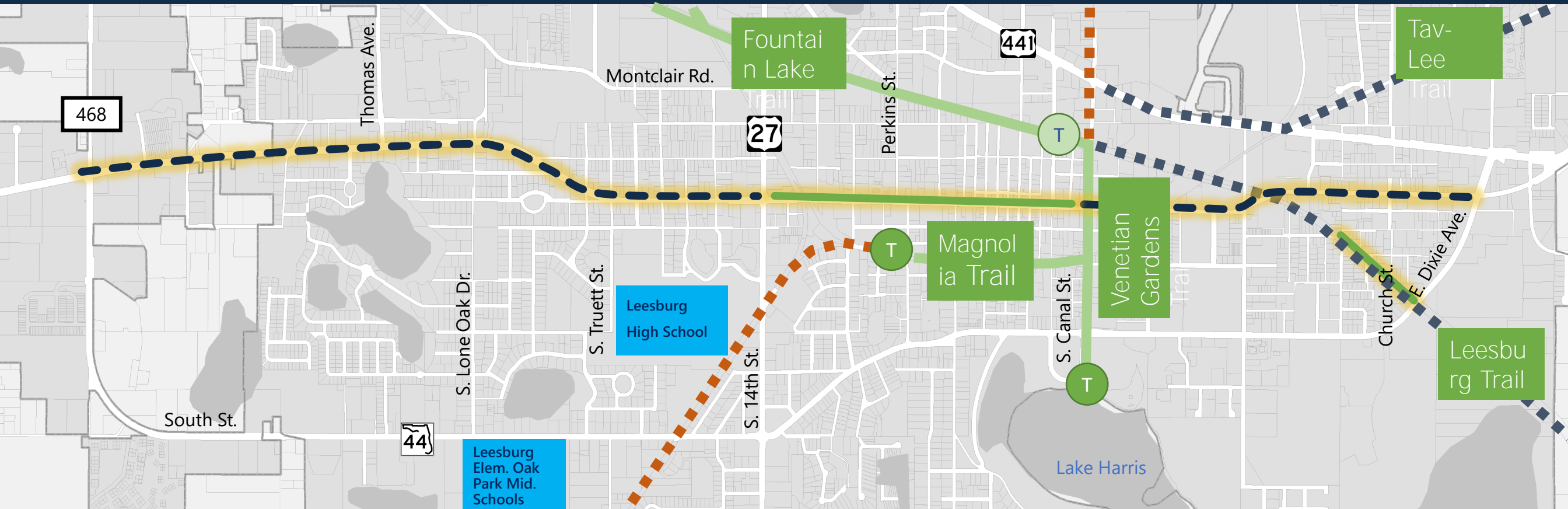
Crash Type

- Bicycle Crashes
- Pedestrian Crashes



Source: Signal Four Analytics

Existing and Future Trail Network



- Existing
- Study Limits
- Planned / Conceptual
- Existing Wide-walk
- Unfunded planned
- T T Trailhead existing / planned

Guiding Principles



3.6 Economic Prosperity - Keep and attract businesses along Main Street and help them to thrive



3.4 Safety - Reduce crashes and conflicts



3.2 Community Beautification - enhance the overall neighborhood character, identity, and aesthetics



3.0 Livability - Enhance quality of life including cultural, entertainment, and recreation improvements within the right of way



2.9 Accessibility and Connectivity - Ensure accessibility to and connectivity through Main Street and Downtown Leesburg



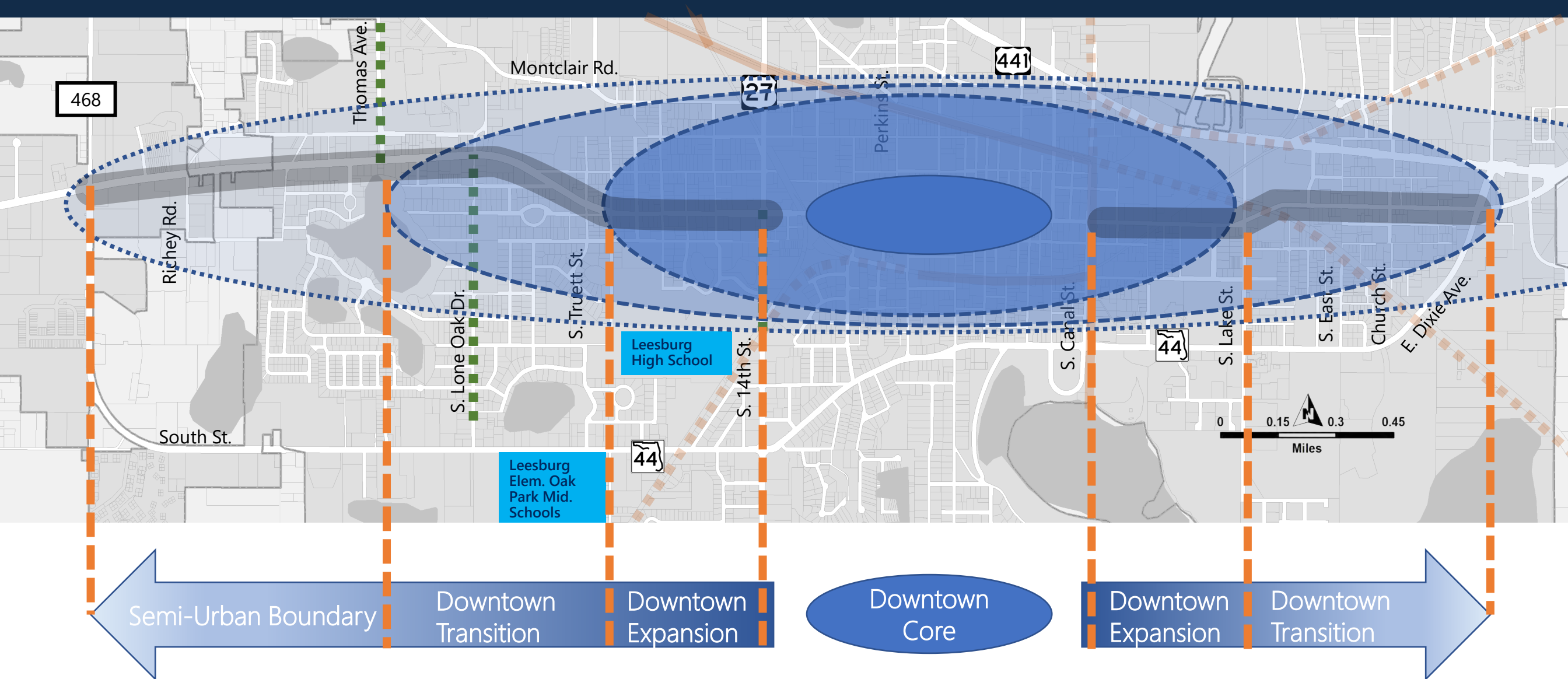
Purpose and Need

The Leesburg Main Street Complete Streets Plan will provide consistency with the existing downtown for both East and West Main Street, as well as provide bicycle and pedestrian infrastructure, ADA improvements, and landscaping to respond to the need to manage speed at multiple locations and provide safe, convenient, and accessible pedestrian and bicyclist connectivity to existing and future facilities.

Alternatives & Public Feedback



Urban Context



Target Speeds / Strategies to Achieve

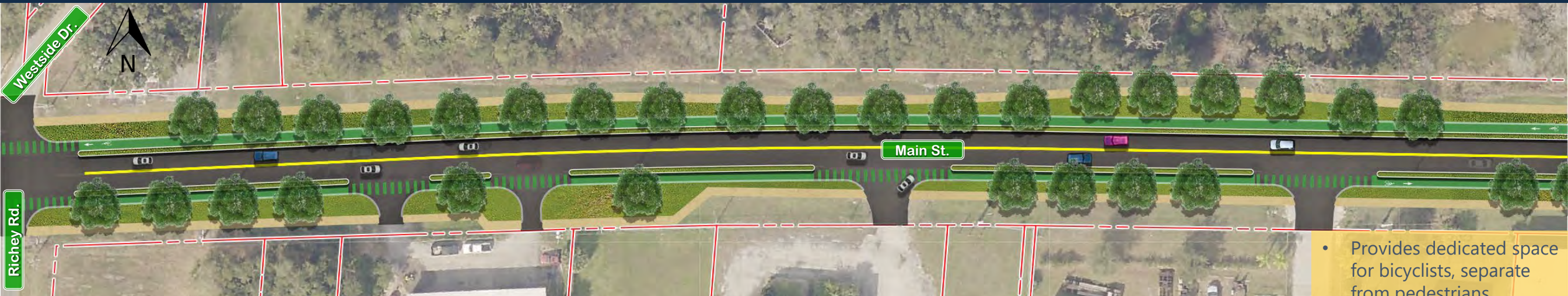
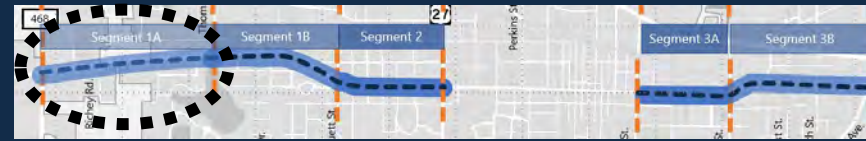


Matrix of Alternatives

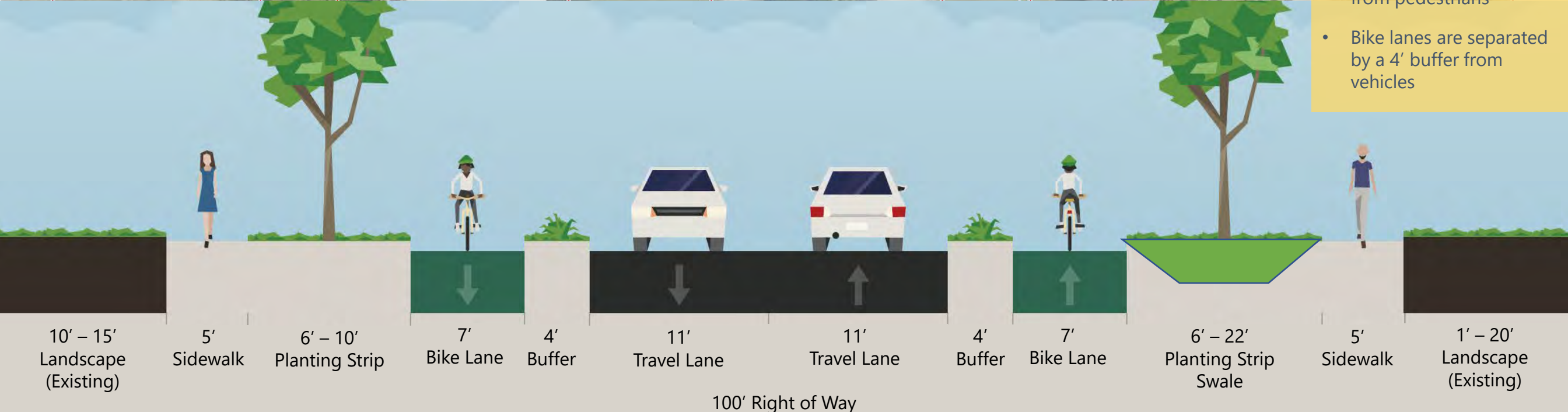
	CR 468	Thomas Ave	Truett St	US 27	Canal St	Lake St	Dixie Ave			
	SEGMENT 1A		SEGMENT 1B		SEGMENT 2		SEGMENT 3A		SEGMENT 3B	
1	Two One-Way Bike Lanes 		Two One-Way Bike Lanes 		Two One-Way Bike Lanes 		Cycle Track 		Cycle Track 	
2	Shared-Use Path / Landscape Median 		Shared-Use Path / Landscape Median 		Cycle Track 		Shared-Use Path 		Shared-Use Path 	
3	N/A		Shared-Use Path / Chicane 		Shared-Use Path 		N/A		N/A	

Segment 1A, Alternative 1

Two One-Way Bike Lanes

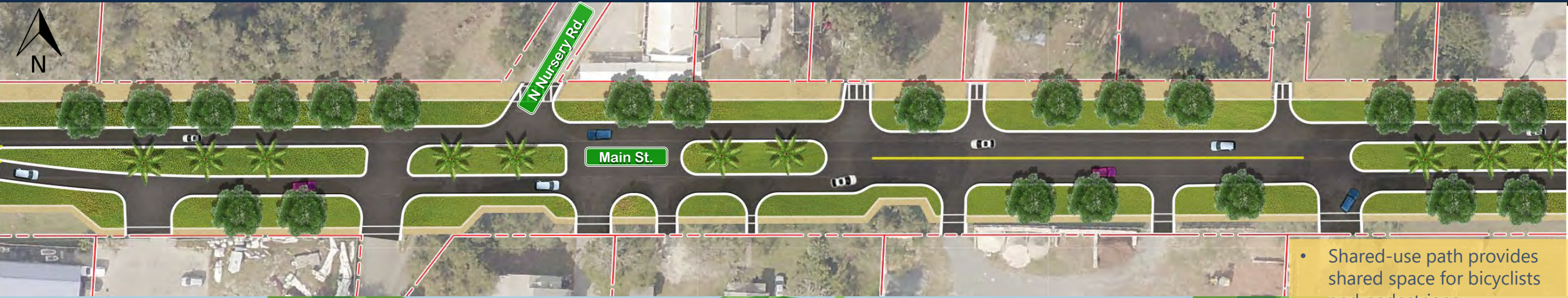


- Provides dedicated space for bicyclists, separate from pedestrians
- Bike lanes are separated by a 4' buffer from vehicles



Segment 1A, Alternative 2

Shared-Use Path / Landscape Median

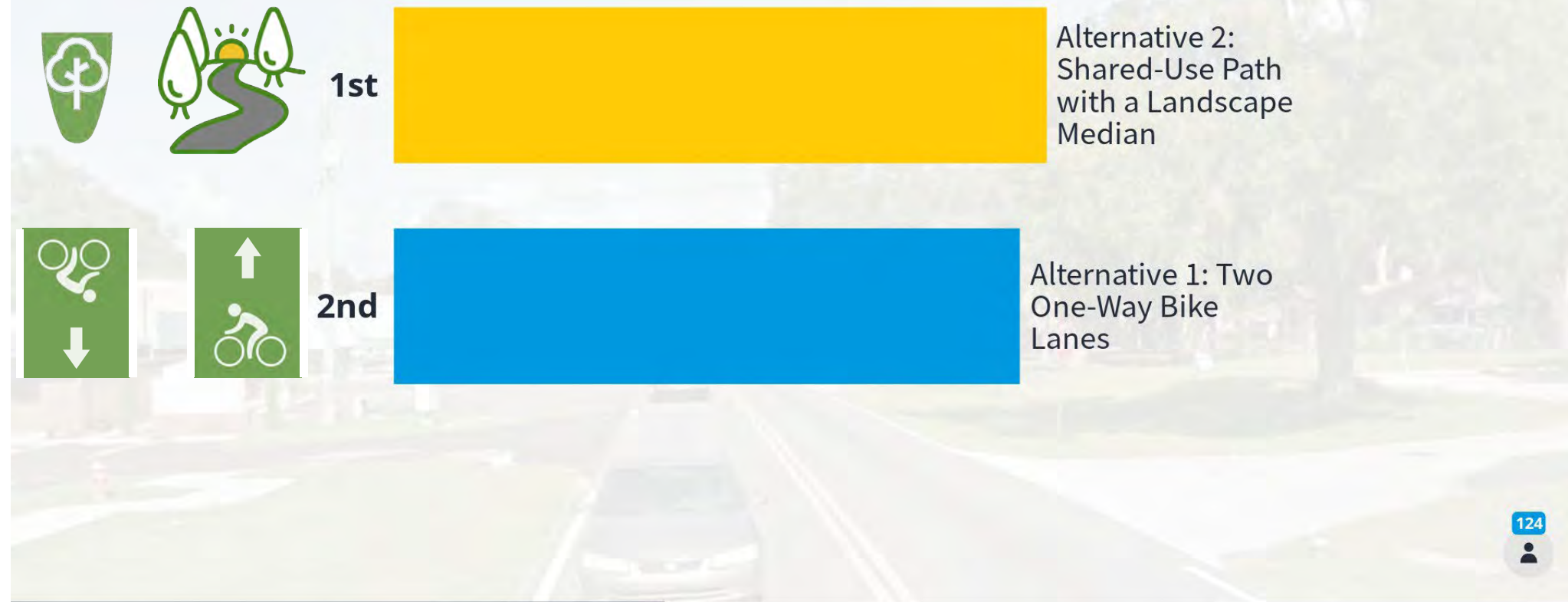


- Shared-use path provides shared space for bicyclists and pedestrians
- Planting strips and swales provide a buffer between vehicles and path users for added safety and allow for corridor beautification



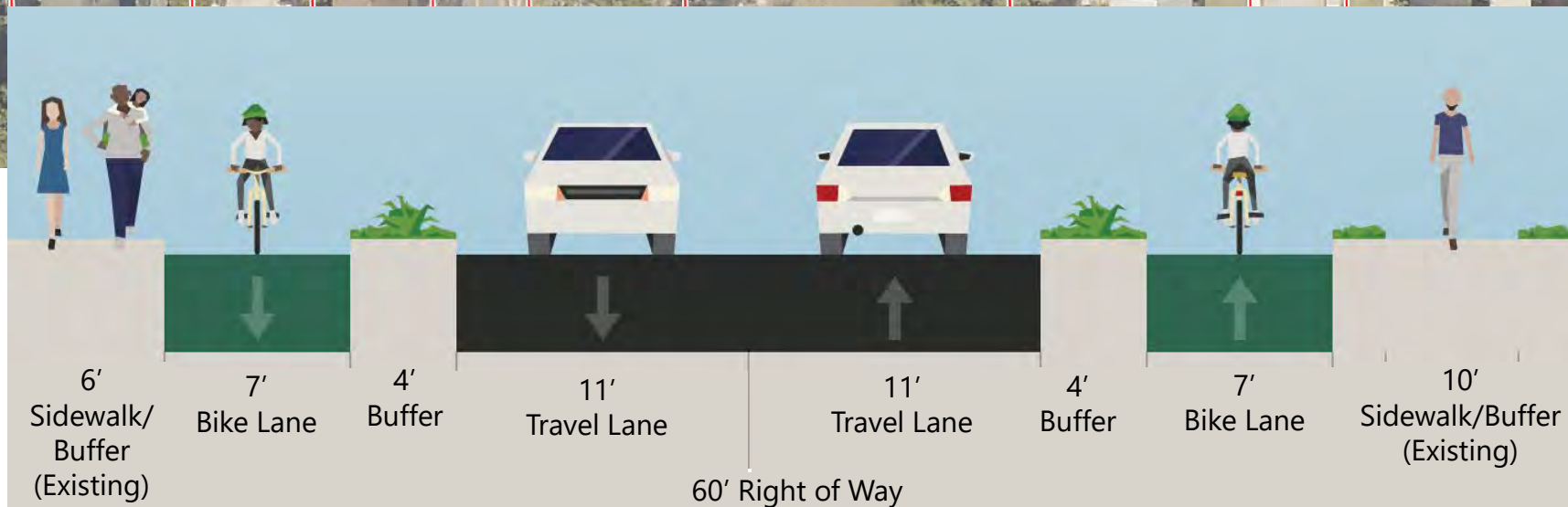
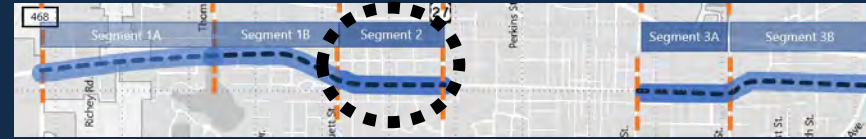
Survey Results

Rank your preferred alternative for Segment 1A (from CR 468 to Thomas Ave):



Segment 2, Alternative 1

Two One-Way Bike Lanes

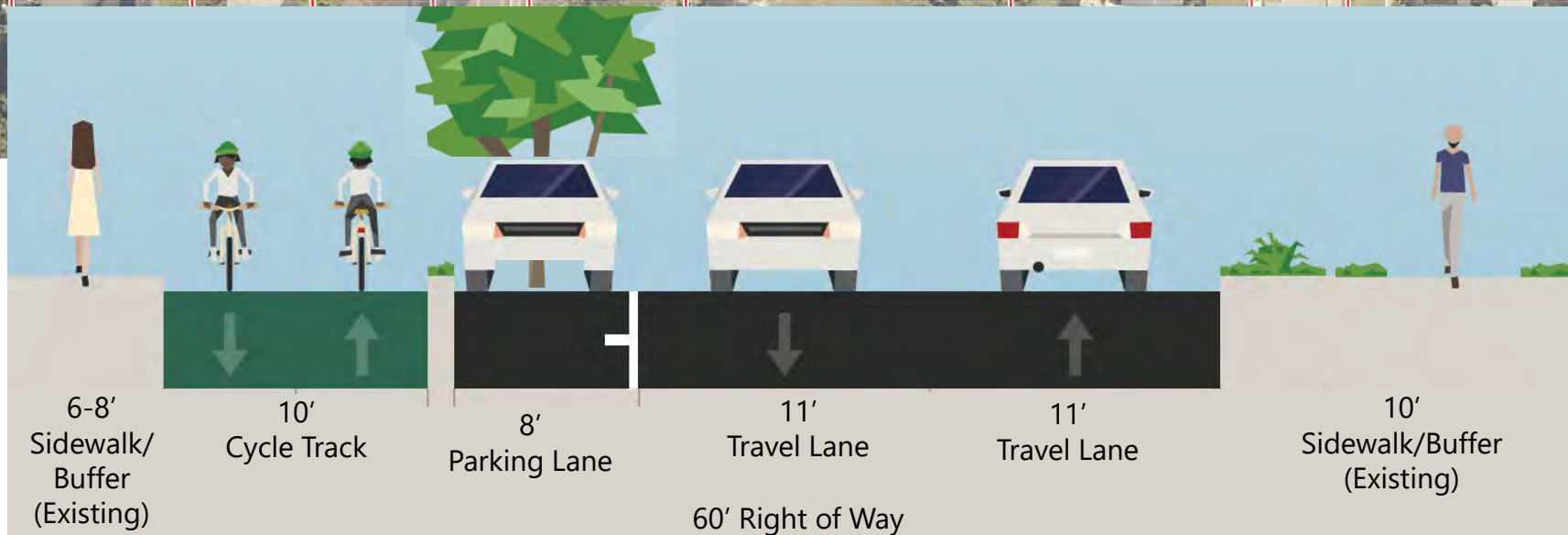
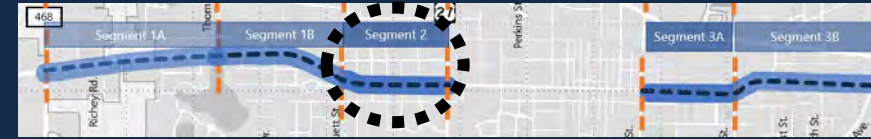


- On-street parking removed
- Provides dedicated space for bicyclists separate from pedestrians
- Bike lanes are separated by a 4' buffer from vehicles



Segment 2, Alternative 2

Cycle Track

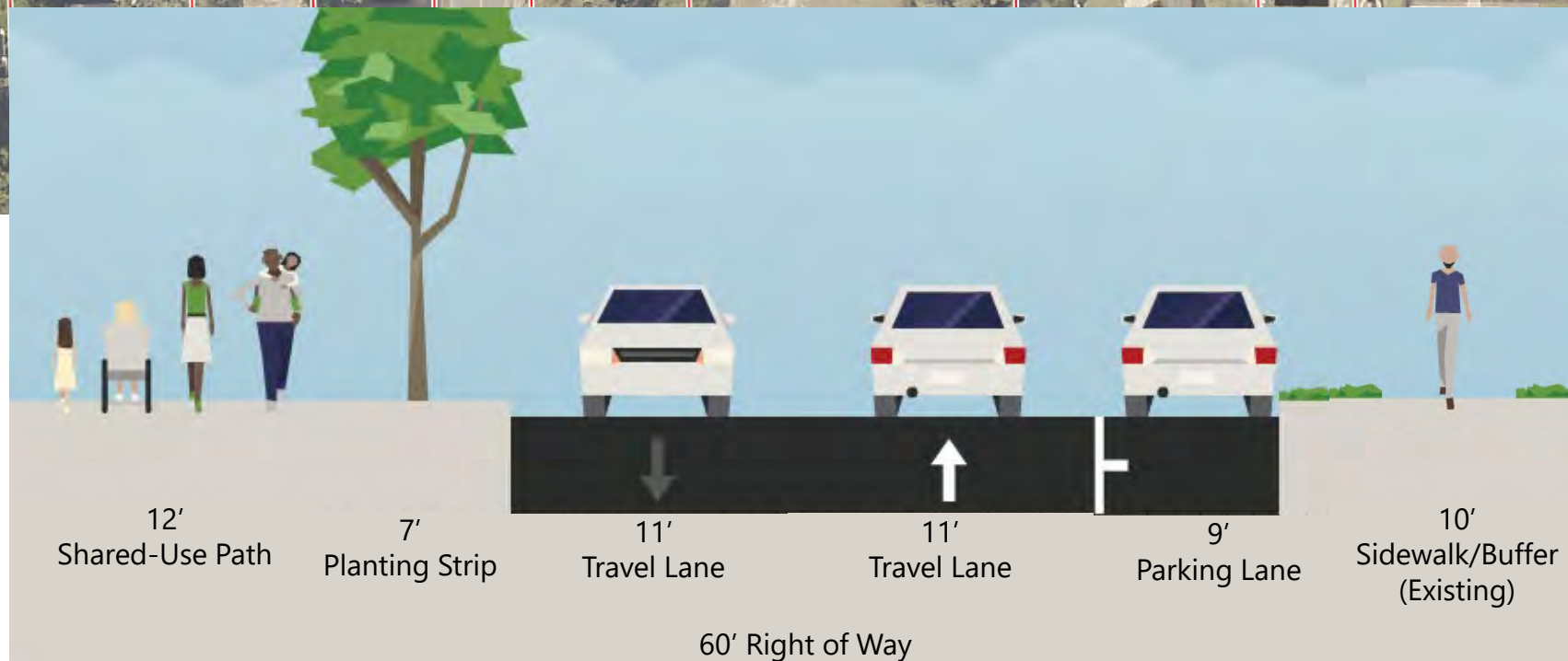


- On-street parking retained on north side, removed on south side
- Two-way cycle track provides dedicated space for bicyclists separated from pedestrians
- Physical barrier and planting strip separates bicyclists from vehicles and allows for trees



Segment 2, Alternative 3

Shared-Use Path

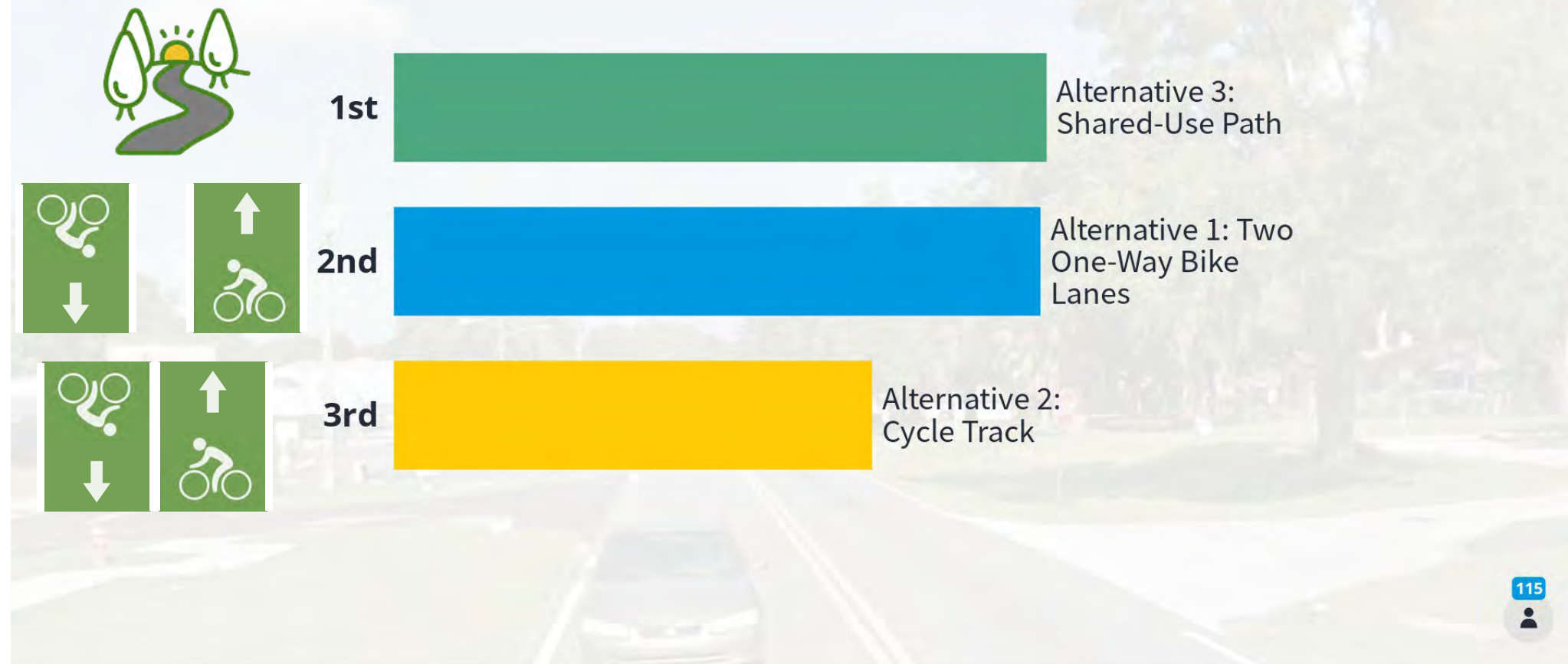


- On-street parking removed on north side, retained on south side
- Shared-use path provides shared space for bicyclists and pedestrians
- Physical barrier and planting strip separates path users from vehicles and allows for trees

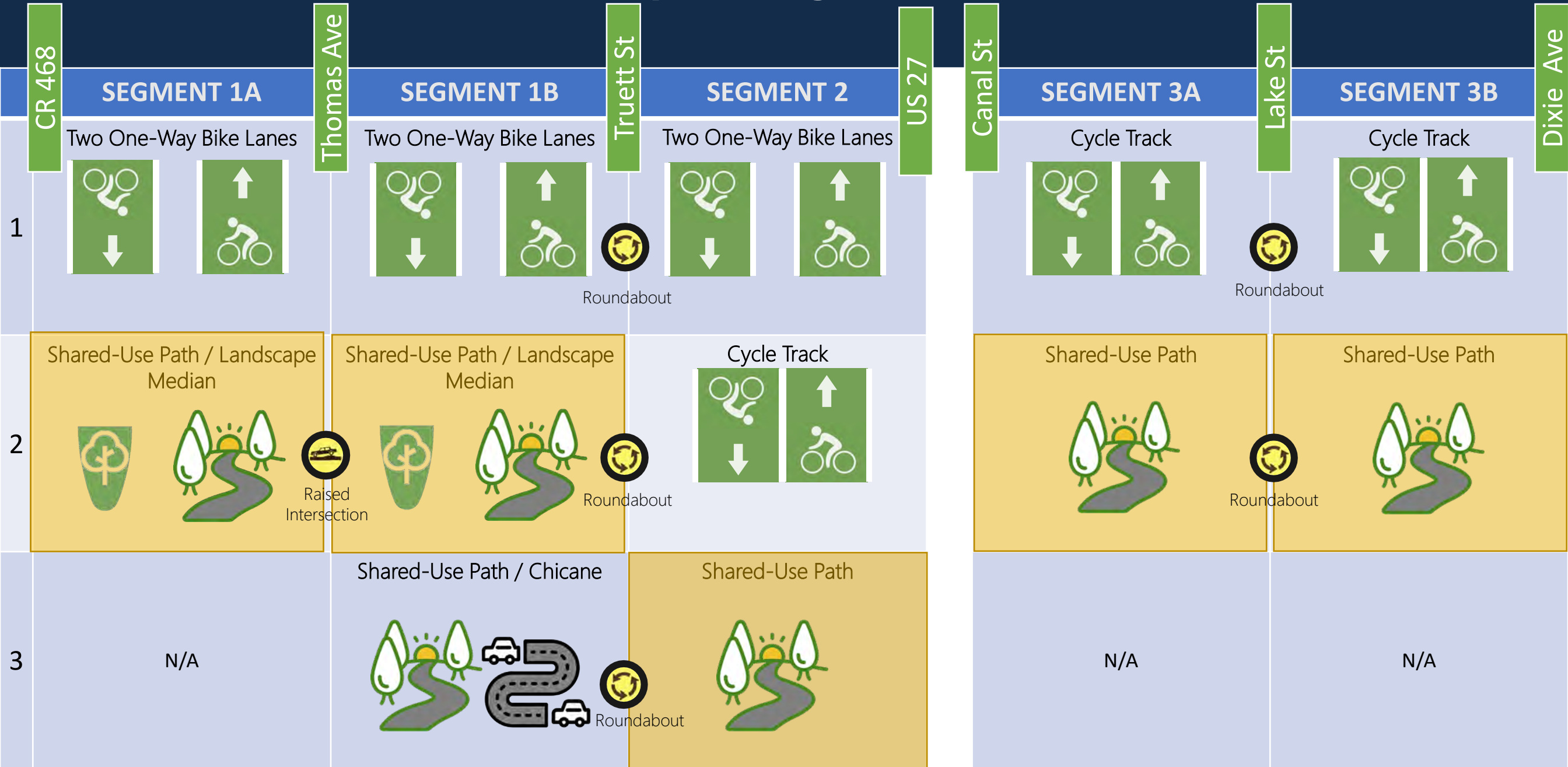


Survey Results

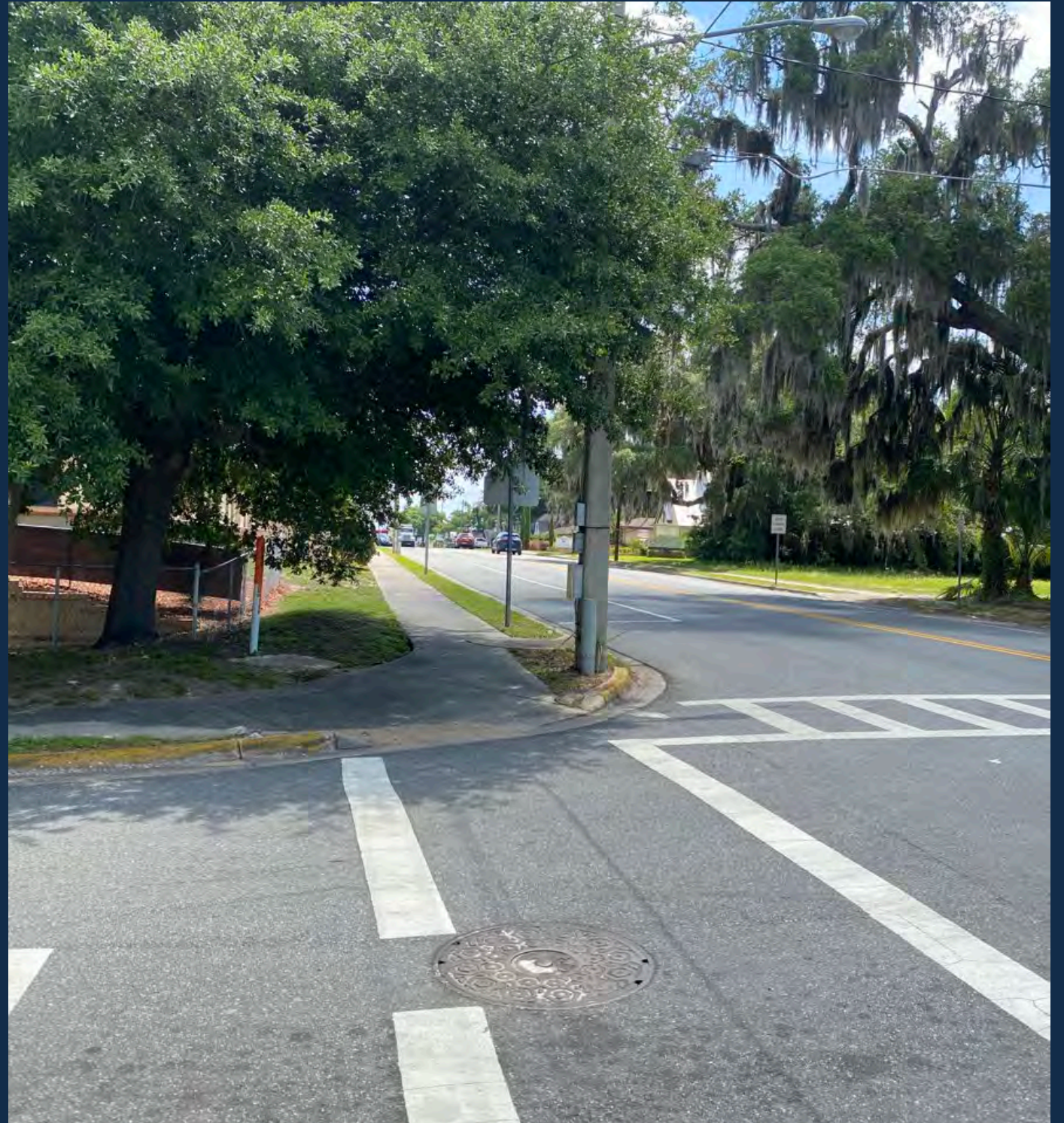
Rank your preferred alternative for Segment 2 (from Truett St to US 27):



Preferred Alternative per Segment



Preferred Alternative Concept



Segment 1A – Proposed Concept

Improvements :

- 12-foot shared-use path on the north side
- 5-foot sidewalk on the south side
- Landscaped medians at intersections
- New crossings
- Add curb & gutter, flumes to existing swales



Segment 1B – Proposed Concept

Improvements :

- 12-foot shared-use path on the north side
- 5-foot sidewalk on the south side
- Landscaped medians at intersections
- Chicanes
- Raised / textured intersections
- Add curb & gutter, flumes to existing swales



Segment 2 – Proposed Concept

Improvements :

- 12-foot shared-use path on the north side
- 5-foot sidewalk on the south side
- Mini-roundabout & pocket park
- Raised crossings
- Curb bulbouts with on-street parking



Segment 3A – Proposed Concept

Improvements :

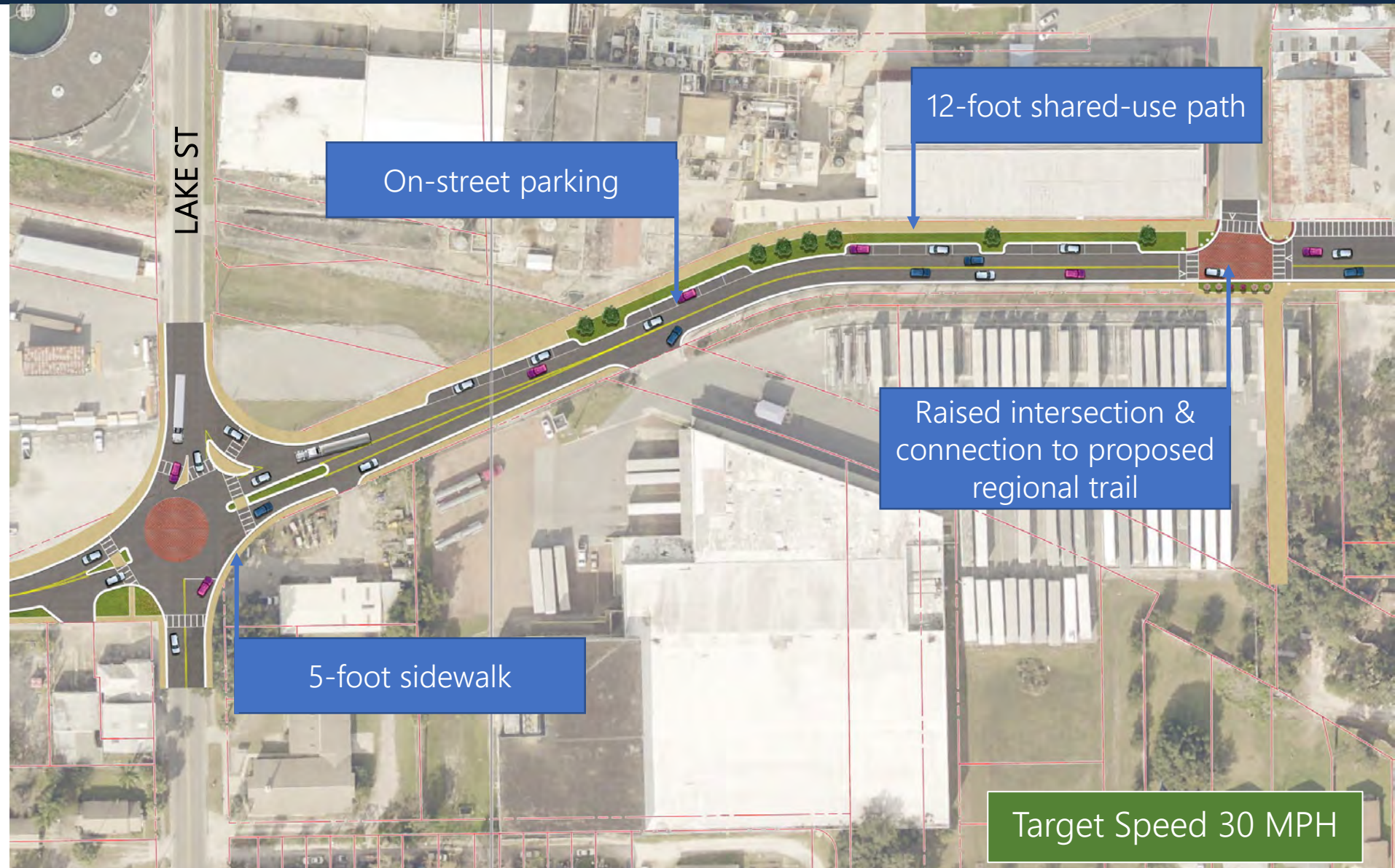
- 12-foot shared-use path on the north side
- 5-foot sidewalk on the south side
- On-street parking & curb bulbouts
- Enhanced landscape



Segment 3B – Proposed Concept

Improvements :

- 12-foot shared-use path on the north side
- 5-foot sidewalk on the south side
- On-street parking & curb bulbouts
- Enhanced landscape
- Connection to proposed regional trail / raised intersection



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