

TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium 601 SE 25th Avenue, Ocala, FL 34471

> February 27, 2018 4:00 PM

AGENDA

- 1. CALL TO ORDER AND ROLL CALL
- 2. PROOF OF PUBLICATION
- 3. ACTION ITEMS

A. SAFETY PERFORMANCE MEASURES AND TARGETS

Staff will present the following performance measures and recommended performance measure targets as required by the Federal Highway Administration (FHWA) and for all public roads:

- 1. Number of fatalities;
- 2. Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT);
- 3. Number of serious injuries;
- 4. Rate of serious injuries per 100 Million VMT; and
- 5. Number of non-motorized fatalities and non-motorized serious injuries.

Staff is requesting approval of the safety performance targets.

B. METROPOLITAN PLANNING ORGANIZATION ADVISORY COUNCIL (MPOAC) FREIGHT PRIORITIES

Staff will present the MPOAC freight-related priority project applications to be submitted for inclusion to the statewide freight priority list with the intent to influence FDOT funding decisions in FDOT's 5 Year Work Program. Staff is requesting approval of the top 3 freight-related priority projects to be submitted for inclusion to the statewide freight priority list.

C. SUNTRAN ADVERTISING

In January of this year, the TPO issued an Invitation to Bid to wrap SunTran buses for advertising purposes. Staff will present the responses. Staff is requesting approval of the highest bidder, Attorney Steven A. Bagen and Associates for three bus wraps.

4. PRESENTATIONS

A. BELLEVIEW TO GREENWAY TRAIL UPDATE

Kimley Horn and Associates will provide an update on the ongoing status of the Belleview to Greenway Trail projects.

B. SR 35 AND NE 58TH AVENUE TRAIL CROSSING REPORT

Staff will present the final report for the trail crossing study to connect the downtown trail to Silver Springs State Park and to connect the Indian Lake State Forest and Silver Springs State Forest.

5. CONSENT AGENDA

- **A.** Minutes January 31, 2018
- **B.** Travel Forms
- C. FTA 2018 Certifications and Assurances
- 6. COMMENTS BY FDOT
- 7. COMMENTS BY TPO STAFF
- 8. COMMENTS BY TAC MEMBERS
- 9. PUBLIC COMMENT (Limited to 5 minutes)

10. ADJOURNMENT

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352) 629-8297 forty-eight (48) hours in advance, so arrangements can be made.

The next regular meeting of the Transportation Planning Organization will be held on March 27, 2018.



February 23, 2018

TO: TPO Members

FROM: Michael Daniels, Director

SUBJECT: Safety Targets and Performance Measures

Nationally, state-specific, and locally, transportation plans exist to enhance safety for all users of the transportation system. A coordinated effort to connect all the safety plans has long been in effect in the transportation realm, but over the last two years, a system of Performance Management has led to a greater push for comprehensive and coordinated transportation and safety planning. Performance Measures for Safety have been developed by the FHWA, for which targets are being established cooperatively between the FDOT and MPO's within the State of Florida (as well as nationally). Through this coordinated effort, the goals of the Highway Safety Improvement Program (HSIP), Highway Safety Plan (HSP), Strategic Highway Safety Plan (SHSP), and region-specific safety and transportation plans can be shown to guide and support one another. In August of 2017, the FDOT adopted a target of "Zero" for the five (5) safety performance measures adopted by the Federal Highway Administration (FHWA) for all public roads.

At the January 9th TAC & CAC meetings, the committee recommended to adopt the FDOT target of "0" with an interim performance measure based on an average of the last four-five year rolling averages for each performance measure from 2009 to 2016. On January 31st, the TPO board was opposed to adopting a target of 0 and requested additional information to determine the correct performance measures for each category. At the February 13th TAC meeting, the committee approved the performance measure targets based on historical trends however they requested that the word "target" be removed

and that the data be referred to as simply historical averages. The CAC approved staff's recommendation.

The Performance Measures, along with a brief description of each is provided in the following table:

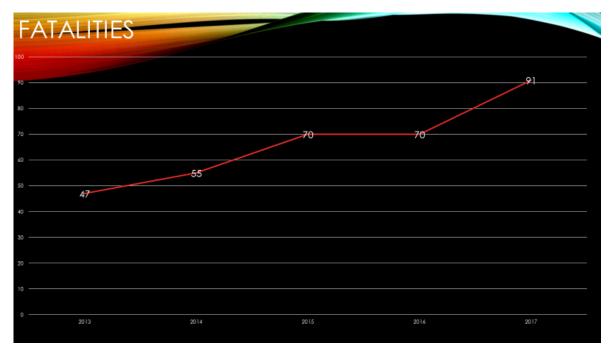
Performance Measure	Description
Number of fatalities	The total number of persons suffering fatal injuries in a motor vehicle crash during a calendar year.
Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT)	The ratio of total number of fatalities to the number of vehicle miles traveled (VMT, in 100 Million VMT) in a calendar year.
Number of serious injuries	The total number of persons suffering at least one serious injury in a motor vehicle crash during a calendar year.
Rate of serious injuries per 100 Million VMT	The ratio of total number of serious injuries to the number of VMT (in 100 Million VMT) in a calendar year.
Number of non-motorized	The combined total number of non-motorized fatalities and non-
fatalities and non-motorized	motorized serious injuries involving a motor vehicle during a
serious injuries	calendar year.

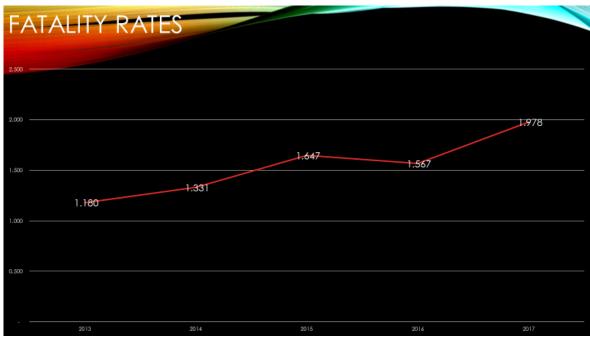
FDOT Adopted Measures	Target	Interim Performance Measure
Number of fatalities	0	3,052
Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT)	0	1.65
Number of serious injuries	0	20,861
Rate of serious injuries per 100 Million VMT	0	11.06
Number of non-motorized fatalities and non- motorized serious injuries	0	3,447

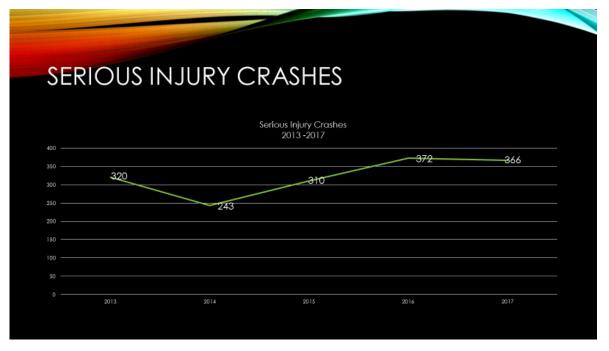
Upon adoption by the Florida Department of Transportation (FDOT) of a target of "Zero" and the Interim Performance Measures, the TPO, along with all the other Metropolitan Planning Organizations in the State of Florida, were given 180 days to adopt their targets for the safety measures. The TPO must adopt its Performance Measures and Targets by February 27, 2018.

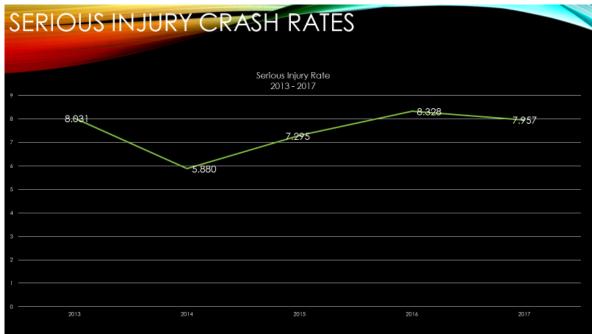
MPO's were granted the option of either adopting/supporting the State target, or establishing a specific number or rate for each performance measure. MPOs that choose to establish a rate for a target are required to report not only the estimate used for VMT to establish the target rate, but also the methodology used to arrive at the overall VMT estimate.

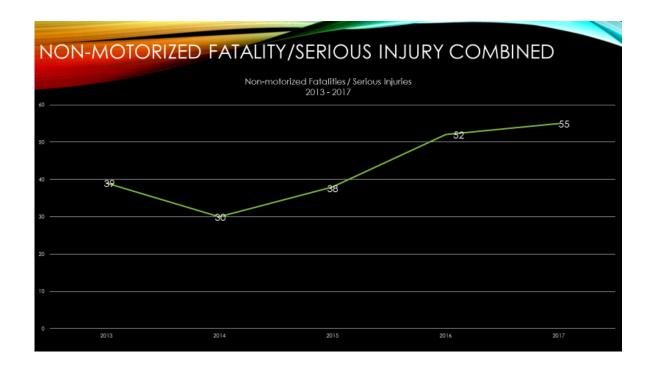
Additional information has been provided in the packet showing the number of traffic fatalities and serious injuries, the rate of fatalities and serious injuries as well as the number of nonmotorized fatalities and serious injuries in the last five years. In addition, a table has been provided showing key crash contributing factors:











CRASH CONTRIBUTING FACTORS

	Fatalities	% of total fatalities	Incapacitating	% of total incapacitating
Alcohol	71	24.57%	102	7.99%
Drugs	63	21.80%	80	6.27%
Speed	90	31.14%	207	16.22%
Distracted	35	12.11%	114	8.93%

RECOMMENDED MEASURES

- Develop long-term strategies to address traffic safety as part of the 2045 Long Range Transportation Plan, and
- Utilizing data that the TPO has collected as part of the annual traffic counts and trends manual and fatality and serious injury rates using FDOT's methodology as defined in the attached 2016 FHWA Performance Measures spreadsheet, staff has established the following 2018 performance measure targets:

Safety Performance Measures	2018 Performance Measure Target
Number of fatalities	73*
Rate of fatalities per 100 Million VMT	1.54
Number of serious injuries	354*
Rate of serious injuries per 100 Million VMT	7.44
Number of non-motorized fatalities and non-motorized serious injuries	47*

^{*}The Fatality, Serious injury and non-motorized-fatalities and serious injury target numbers were determined by using historical trend data to predict the 2018 Vehicle Miles Travelled (VMT) data and multiplying that number by the average rate.

If you have any questions regarding the performance measures please contact me in our office at (352) 629-8297.

Safety Performance Targets

Calendar Year 2018 Targets *

Number of Fatalities

Describe the basis for established target, including how it supports SHSP goals.

Based on statistical forecasting, the five-year rolling average for total fatalities on Florida's roads is forecast to be between 2,716 and 3,052 in 2018. This forecast was made by combining FARS data with current state data from 2009 to 2016 to predict probable outcomes for 2017 and 2018. Florida's target for fatalities is zero in 2018. While the data forecast indicates Florida's five year rolling average for fatalities could continue to trend upward in 2017 and 2018, the FDOT State Safety Office expects the projects chosen for funding will mitigate the data forecast and ultimately reduce the number of traffic fatalities. An interim performance measure is required by our federal funding agencies to receive federal funding. We firmly believe that every life counts and although our target for fatalities is zero in 2018, Florida has forecast an interim performance measure of 3,052 to satisfy the federal requirement.

Number of Serious Injuries

Describe the basis for established target, including how it supports SHSP goals.

Based on statistical forecasting, the five-year rolling average for total serious injuries on Florida's roads is forecast to be between 18,831 and 20,861 in 2018. This forecast was made by combining FARS data with current state data from 2009 to 2016 to predict probable outcomes for 2017 and 2018. Florida's target for serious injuries is zero in 2018. The data forecast indicates Florida's five year rolling average for serious injuries could continue to trend downward in 2017 and 2018. The FDOT State Safety Office expects the projects chosen for funding will enhance this downward trend in the number of serious injuries on Florida's roads. An interim performance measure is required by our federal funding agencies to receive federal funding. We firmly believe that every life counts and although our target for serious injuries is zero in 2018, Florida has forecast an interim performance measure of 20,861 to satisfy the federal requirement.

Fatality Rate

Describe the basis for established target, including how it supports SHSP goals.

Based on statistical forecasting, the five-year rolling average for fatality rate per 100 million VMT on Florida's roads is forecast to be between 1.06 and 1.65 in 2018. This forecast was made by combining FARS data with current state data from 2009 to 2016 to predict probable outcomes for 2017 and 2018. Florida's target for fatality rate per 100 million VMT is zero in 2018. While the data forecast indicates Florida's five year rolling average for fatality rate per 100 million VMT could continue to trend upward in 2017 and 2018, the FDOT State Safety Office expects the projects chosen for

2017 Florida Highway Safety Improvement Program

funding will mitigate the data forecast and ultimately reduce the number of traffic fatalities. An interim performance measure is required by our federal funding agencies to receive federal funding. We firmly believe that every life counts and although our target for fatality rate per 100 million VMT is zero in 2018, Florida has forecast an interim performance measure of 1.65 to satisfy the federal requirement.

Serious Injury Rate

Describe the basis for established target, including how it supports SHSP goals.

Based on statistical forecasting, the five-year rolling average for serious injury rate per 100 million VMT on Florida's roads is forecast to be between 7.57 and 11.06 in 2018. This forecast was made by combining FARS data with current state data from 2009 to 2016 to predict probable outcomes for 2017 and 2018. Florida's target for serious injury rate per 100 million VMT is zero in 2018. The data forecast indicates Florida's five year rolling average for serious injury rate per 100 million VMT could continue to trend downward in 2017 and 2018. The FDOT State Safety Office expects the projects chosen for funding will enhance this downward trend in the serious injury rate per 100 million VMT. An interim performance measure is required by our federal funding agencies to receive federal funding. We firmly believe that every life counts and although our target for serious injury rate per 100 million VMT is zero in 2018, Florida has forecast an interim performance measure of 11.06 to satisfy the federal requirement.

Total Number of Non-Motorized Fatalities and Serious Injuries

Describe the basis for established target, including how it supports SHSP goals.

Based on statistical forecasting, the five-year rolling average for non-motorized fatalities and serious injuries on Florida's roads is forecast to be between 3,066 and 3,447 in 2018. This forecast was made by combining FARS data with current state data from 2009 to 2016 to predict probable outcomes for 2017 and 2018. Florida's target for non-motorized fatalities and serious injuries is zero in 2018. The data forecast indicates Florida's five year rolling average for non-motorized fatalities and serious injuries could continue to trend downward in 2017 and 2018. The FDOT State Safety Office expects the projects chosen for funding will enhance this downward trend in non-motorized fatalities and serious injuries. An interim performance measure is required by our federal funding agencies to receive federal funding. We firmly believe that every life counts and although our target for non-motorized fatalities and serious injuries is zero in 2018, Florida has forecast an interim performance measure of 3,447 to satisfy the federal requirement.

Enter additional comments here to clarify your response for this question or add supporting information.

2017 Florida Highway Safety Improvement Program

Florida shares the national traffic safety vision, "Toward Zero Deaths," and formally adopted our own version of the national vision, "Driving Down Fatalities," in 2012. FDOT and its traffic safety partners are committed to eliminating fatalities and reducing serious injuries with the understanding that the death of any person is unacceptable and based on that, zero deaths is our safety performance target. This target is consistent throughout our Strategic Highway Safety Plan, Highway Safety Improvement Program and Highway Safety Plan.

Florida's data forecasts have been established using an ARIMA Hybrid Regression Model (0, 1,1) (2,0,0) (12) with VMT. Nine independent variables were tested to assess correlations; only Vehicle Miles of Travel (VMT) and gas consumption have relatively high correlations with fatalities and serious injuries and of these two variables only VMT was useful in predicting future fatalities and serious injuries. The first three performance measures (number of fatalities, number of serious injuries, and fatality rate per 100M VMT) have been forecasted based on a five-year rolling average and the remaining performance measures will be forecasted annually. The forecasts for 2017 and 2018 are based on monthly data from 2005 through 2016 using statistical forecasting methodologies.

[Source: FDOT Highway Safety Plan]

МРО/ТРО			Fataliti	ies ¹		Average Annual Serious Injuries ²							Average Annual Fatality Rates ³						Average Annual Serious Injury Rates ⁴ 2009-13 2010-14 2011-15 2012-16						Average Annual Pedestrian and Bicyclist Fatalities and Serious Injuries5										
		2009-13	201	0-14	2011	l- 15	2012	2-16	2009-13	2010	D-14	2011	-15	2012-	16	2009-13	2010-	-14	2011-	15	2012	2-16	2009-13	2010	-14	2011	1-15	2012	2-16	2009-13	2010)-14	2011	-15	2012-16
		Average	Average	e %Δ	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆ /	Average	%∆	Average	Average	%∆	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆	Average %∆
Space Coast TPO	Single County	63.8	66.2	3.8%	69.6	5.1%	74.8	7.5%	587.0	607.4	3.5%	601.4	-1.0%	630.8	4.9%	1.053	1.101	3.8%	1.159	5.1%	1.218	7.5%	9.666	10.097	4.5%	10.033	-0.6%	10.363	3.3%	79.8	82.2	3.0%	86.6	5.4%	90.2 4.2%
Charlotte County-Punta Gorda MPO	Single County	22.8	21.0	-7.9%	21.4	1.9%	22.6	5.6%	164.2	149.2	-9.1%	134.6	-9.8%	127.0	-5.6%	1.048	0.965	-7.9%	0.969	1.9%	0.998	5.6%	7.555	6.864	-9.1%	6.127	-10.7%	5.676	-7.4%	24.2	23.0	-5.0%	21.4	-7.0%	20.4 -4.7%
Broward MPO	Single County	178.4	175.0	-1.9%	183.0	4.6%	199.6	9.1%	2,080.6	2,004.0	-3.7%	1,888.8	-5.7%	1,776.0	-6.0%	1.099	1.074	-1.9%	1.109	4.6%	1.205	9.1%	12.801	12.278	-4.1%	11.447	-6.8%	10.797	-5.7%	351.4	350.6	-0.2%	341.4	-2.6%	352.2 3.2%
Okaloosa-Walton TPO	Multiple Counties, not countywide		9	See individ	dual count	ies below	v			S	ee individ	dual counti	es belov	V			Se	e individ	ual countie	es below				Se	ee individ	dual count	ties below	/			S	ee individ	dual counti	es below	
Gainesville MTPO	Single County, not countywide			See indivi	idual coun	ty below				;	See indivi	dual count	y below				Se	ee individ	dual count	y below				9	ee indivi	dual coun	nty below				Ş	See indivi	idual count	ty below	
Hernando/Citrus MPO	Multiple Counties	50.6	47.0	-7.1%	49.2	4.7%	49.8	1.2%	448.4	428.8	-4.4%	445.0	3.8%	461.2	3.6%	1.527	1.416	-7.1%	1.471	4.7%	1.464	1.2%	13.548	12.926	-4.6%	13.329	3.1%	13.560	1.7%	34.4	36.2	5.2%	41.0	13.3%	43.2 5.4%
Hillsborough County MPO	Single County	157.6	161.0	2.2%	168.4	4.6%	183.8	9.1%	2,066.2	1,921.6	-7.0%	1,752.0	-8.8%	1,618.0	-7.6%	1.245	1.266	2.2%	1.308	4.6%	1.400	9.1%	16.296	15.106	-7.3%	13.650	-9.6%	12.430	-8.9%	254.8	249.6	-2.0%	246.0	-1.4%	242.6 -1.4%
Indian River County MPO	Single County, not countywide			See indivi	idual coun	ty below					See indivi	dual count	y below				Se	ee individ	dual count	y below				9	ee indivi	dual coun	nty below		•	•	Ç	See indivi	idual count	ty below	
North Florida MPO	Multiple Counties	168.4	172.8	2.6%	183.4	6.1%	201.4	9.8%	1,261.0	1,299.2	3.0%	1,341.4	3.2%	1,371.0	2.2%	1.112	1.136	2.6%	1.188	6.1%	1.272	9.8%	8.329	8.547	2.6%	8.717	2.0%	8.727	0.1%	174.2	181.8	4.4%	191.8	5.5%	196.2 2.3%
Polk TPO	Single County	90.4	94.2	4.2%	99.8	5.9%	108.6	8.8%	566.4	539.0	-4.8%	499.6	-7.3%	480.8	-3.8%	1.520	1.541	4.2%	1.579	5.9%	1.648	8.8%	9.503	8.840	-7.0%	7.959	-10.0%	7.392	-7.1%	63.0	65.2	3.5%	63.6	-2.5%	67.4 6.0%
Lee County MPO	Single County	75.2	75.6	0.5%	81.0	7.1%	87.0	7.4%	456.6	458.0	0.3%	460.4	0.5%	499.0	8.4%	1.164	1.140	0.5%	1.187	7.1%	1.229	7.4%	7.067	6.921	-2.1%	6.786	-2.0%	7.101	4.6%	76.8	80.0	4.2%	84.0	5.0%	91.0 8.3%
Martin MPO	Single County	26.2	23.6	-9.9%	24.2	2.5%	25.4	5.0%	124.6	116.4	-6.6%	107.0	-8.1%	103.0	-3.7%	1.273	1.162	-9.9%	1.186	2.5%	1.246	5.0%	6.054	5.739	-5.2%	5.269	-8.2%	5.117	-2.9%	17.6	17.4	-1.1%	16.2	-6.9%	14.0 -13.6%
Miami-Dade Urbanized Area MPO	Single County	242.8	246.6	1.6%	265.0	7.5%	273.8	3.3%	1,959.0	1,992.0	1.7%	1,992.2	0.0%	1,894.4	-4.9%	1.263	1.284	1.6%	1.378	7.5%	1.417	3.3%	10.206	10.383	1.7%	10.386	0.0%	9.854	-5.1%	411.8	425.8	3.4%	446.0	4.7%	436.0 -2.2%
Collier County MPO	Single County	37.2	37.2	0.0%	38.8	4.3%	38.0	-2.1%	184.0	174.0	-5.4%	175.2	0.7%	177.2	1.1%	1.169	1.160	0.0%	1.183	4.3%	1.125	-2.1%	5.790	5.445	-6.0%	5.388	-1.0%	5.252	-2.5%	37.2	38.6	3.8%	37.6	-2.6%	40.0 6.4%
Ocala/Marion County TPO	Single County	61.8	60.6	-1.9%	60.0	-1.0%	61.6	2.7%	423.0	359.4	-15.0%	326.8	-9.1%	327.8	0.3%	1.537	1.507	-1.9%	1.475	-1.0%	1.478	2.7%	10.501	8.952	-14.8%	8.069	-9.9%	7.894	-2.2%	41.8	39.0	<mark>-6.7%</mark>	38.0	<mark>-2.6%</mark>	41.2 8.4%
METROPLAN Orlando	Multiple Counties	208.8	210.6	0.9%	218.4	3.7%	226.0	3.5%	1,539.6	1,893.0	23.0%	2,318.6	22.5%	2,640.0	13.9%	1.049	1.049	0.9%	1.073	3.7%	1.089	3.5%	7.748	9.401	21.3%	11.309	20.3%	12.627	11.7%	261.2	300.0	14.9%	341.8	13.9%	375.8 9.9%
Bay County TPO	Single County	24.0	24.4	1.7%	27.2	11.5%	30.0	10.3%	257.4	250.4	-2.7%	255.2	1.9%	234.6	-8.1%	1.322	1.340	1.7%	1.476	11.5%	1.596	10.3%	14.172	13.761	-2.9%	13.897	1.0%	12.559	-9.6%	29.8	29.4	-1.3%	34.4	17.0%	37.6 9.3%
Pasco County MPO	Single County	69.4	67.8	-2.3%	66.8	-1.5%	71.4	6.9%	855.4	871.0	1.8%	933.0	7.1%	1,032.6	10.7%	1.735	1.660	-2.3%	1.592	-1.5%	1.661	6.9%	21.416	21.279	-0.6%	22.077	3.8%	23.905	8.3%	105.6	109.6	3.8%	109.0	-0.5%	115.6 6.1%
Florida-Alabama TPO	Multiple Counties, not countywide			See individ	dual count	ies below	v	•		S	ee individ	dual counti	es belov	v		•	Se	e individ	ual countie	es below				Se	ee individ	dual count	ties below	/		•	S	ee individ	dual counti	es below	
Pinellas County MPO	Single County	99.0	101.4	2.4%	102.8	1.4%	105.8	2.9%	1,270.0	1,217.8	-4.1%	1,194.6	-1.9%	1,175.2	-1.6%	1.229	1.272	2.4%	1.296	1.4%	1.310	2.9%	15.746	15.258	-3.1%	15.068	-1.2%	14.594	-3.1%	212.4	213.8	0.7%	217.2	1.6%	221.0 1.7%
Sarasota/Manatee MPO	Multiple Counties	81.0	81.6	0.7%	87.4	7.1%	99.8	14.2%	770.8	777.8	0.9%	907.0	16.6%	1,131.2	24.7%	1.103	1.104	0.7%	1.160	7.1%	1.289	14.2%	10.492	10.497	0.0%	11.986	14.2%	14.504	21.0%	127.8	134.2	5.0%	142.8	6.4%	160.0 12.0%
St Lucie TPO	Single County	30.0	29.8	-0.7%	31.0	4.0%	33.6	8.4%	187.4	174.0	-7.2%	166.6	-4.3%	165.0	-1.0%	0.967	0.956	-0.7%	0.985	4.0%	1.064	8.4%	6.027	5.562	-7.7%	5.276	-5.1%	5.236	-0.8%	26.6	28.4	6.8%	26.8	-5.6%	24.0 -10.4%
Capital Region TPA	Multiple Counties	55.4	53.0	-4.3%	51.4	-3.0%	55.6	8.2%	351.8	313.6	-10.9%	278.6	-11.2%	266.0	-4.5%	1.299	1.249	-4.3%	1.208	-3.0%	1.279	8.2%	8.203	7.360	-10.3%	6.539	-11.2%	6.143	-6.1%	41.8	41.4	-1.0%	42.4	2.4%	44.0 3.8%
River to Sea TPO	Multiple Counties, not countywide			See individ	dual count	ies below	V	•		S	ee individ	dual counti	es belov	v .			Se	e individ	ual countie	es below				Se	ee individ	dual count	ties below	/	-		S	ee individ	dual counti	es below	
Palm Beach MPO	Single County	131.4	127.0	-3.3%	139.8	10.1%	153.4	9.7%	1,047.0	1,039.8	-0.7%	1,026.2	-1.3%	1,054.2	2.7%	1.066	1.022	-3.3%	1.100	10.1%	1.185	9.7%	8.493	8.366	-1.5%	8.105	-3.1%	8.195	1.1%	190.0	193.4	1.8%	200.6	3.7%	203.2 1.3%
Lake-Sumter MPO	Multiple Counties	62.0	61.2	-1.3%	64.4	5.2%	66.4	3.1%	369.4	348.8	-5.6%	340.4	-2.4%	364.6	7.1%	1.436	1.385	-1.3%	1.410	5.2%	1.423	3.1%	8.571	7.879	-8.1%	7.425	-5.8%	7.742	4.3%	37.2	39.6	6.5%	38.8	-2.0%	40.8 5.2%
Heartland Regional TPO	Multiple Counties	57.6	55.8	3 -3.1%	57.4	2.9%	60.8	5.9%	331.2	310.4	-6.3%	299.8	-3.4%	342.0	14.1%	2.053	1.996	-3.1%	2.025	2.9%	2.105	5.9%	11.785	11.089	-5.9%	10.577	-4.6%	11.750	11.1%	32.4	35.0	8.0%	33.2	-5.1%	32.6 -1.8%

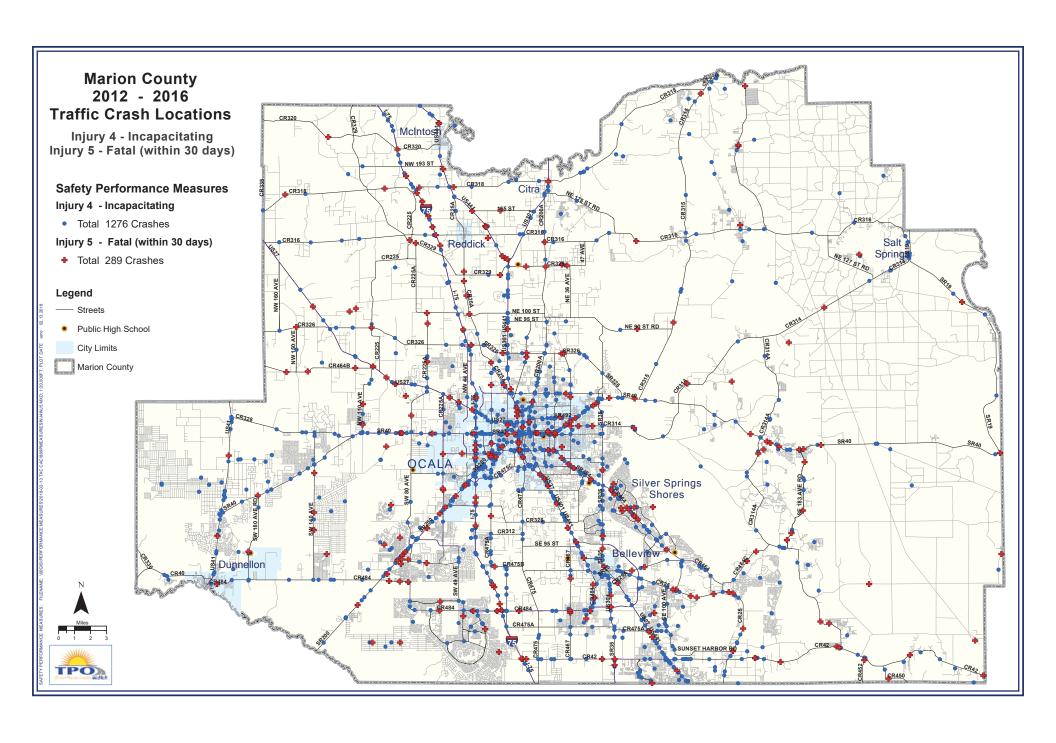
FDOT County Numbe	County Name	МРО/ТРО		Ave	rage A	ınnual I	Fatalit	es ¹		4	Averag	e Annu	al Serio	ous Inj	juries ²			Averag	e Ann	ual Fata	ality R	ates ³		Av	Average Annual Serious Injury Rates ⁴					Average Annual Pedestrian and Bicyclist Fatalities and Serious Injuries5					st		
			2009-13	2010	0-14	2011	1-15	2012	2-16	2009-13	2010	-14	2011-	-15	2012-1	L6	2009-13	2010-	-14	2011-	15	2012	-16	2009-13	2010	-14	2011	-15	2012-	-16	2009-13	2010-	-14	2011-	15	2012-1	16
			Average	Average	%∆	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆	Average	%∆	Average	Average	%∆	Average	%∆ <i>I</i>	Average	%∆	Average A	Average	%∆	Average	%∆	Average	%∆
26	Alachua	Gainesville MTPO	30.6	30.6	0.0%	32.8	7.2%	36.6	11.6%	302.8	275.8	-8.9%	265.6	-3.7%	264.0	-0.6%	1.080	1.073	-0.6%	1.137	6.0%	1.242	9.2%	10.669	9.677	-9.3%	9.217	-4.8%	8.959	-2.8%	37.6	38.2	1.6%	37.0	-3.1%	37.8	2.2%
48	Escambia	Florida-Alabama TPO	40.8	41.6	2.0%	44.2	6.3%	44.4	0.5%	472.2	377.8	-20.0%	321.4	-14.9%	281.6	-12.4%	1.206	1.228	1.8%	1.298	5.7%	1.289	-0.7%	13.954	11.152	-20.1%	9.450	-15.3%	8.182	-13.4%	66.0	60.2	-8.8%	55.4	-8.0%	54.4	-1.8%
58	Santa Rosa	Florida-Alabama TPO	23.8	22.2	-6.7%	21.8	-1.8%	20.0	-8.3%	262.2	233.0	-11.1%	218.0	-6.4%	189.6	-13.0%	1.189	1.105	-7.1%	1.081	-2.2%	0.978	-9.5%	13.105	11.602	-11.5%	10.821	-6.7%	9.245	-14.6%	16.4	15.2	-7.3%	15.0	-1.3%	15.8	5.3%
57	Okaloosa	Okaloosa-Walton TPO	22.0	24.0	9.1%	27.0	12.5%	26.6	-1.5%	231.4	212.4	-8.2%	202.4	-4.7%	184.0	-9.1%	1.066	1.153	8.2%	1.284	11.4%	1.247	-2.9%	11.232	10.227	-8.9%	9.681	-5.3%	8.675	-10.4%	28.6	29.0	1.4%	30.8	6.2%	28.6	-7.1%
60	Walton	Okaloosa-Walton TPO	19.4	18.2	-6.2%	14.2	-22.0%	14.2	0.0%	143.4	138.2	-3.6%	137.8	-0.3%	121.0	-12.2%	1.684	1.561	-7.3%	1.198	-23.3%	1.160	-3.2%	12.434	11.849	-4.7%	11.609	-2.0%	9.954	-14.3%	8.6	9.0	4.7%	9.4	4.4%	8.6	-8.5%
73	Flagler	River to Sea TPO	18.4	20.0	8.7%	17.8	-11.0%	18.4	3.4%	176.2	160.0	-9.2%	137.8	-13.9%	119.4	-13.4%	1.720	1.798	4.5%	1.542	-14.2%	1.504	-2.5%	16.497	14.757	-10.5%	12.239	-17.1%	10.274	-16.1%	13.6	14.2	4.4%	15.8	11.3%	15.6	-1.3%
79	Volusia	River to Sea TPO	94.4	93.0	-1.5%	89.2	-4.1%	96.4	8.1%	691.8	658.2	-4.9%	630.2	-4.3%	638.4	1.3%	1.716	1.697	-1.1%	1.624	-4.3%	1.715	5.6%	12.573	12.019	-4.4%	11.485	-4.4%	11.387	-0.9%	92.2	92.8	0.7%	89.0	-4.1%	88.8	-0.2%
88	Indian River	Indian River County MPO	20.0	19.8	-1.0%	19.4	-2.0%	20.6	6.2%	117.2	119.0	1.5%	115.8	-2.7%	127.2	9.8%	1.333	1.312	-1.6%	1.262	-3.8%	1.322	4.8%	7.817	7.885	0.9%	7.568	-4.0%	8.194	8.3%	14.2	14.6	2.8%	16.2	11.0%	17.6	8.6%

Single-county MPO/TPOs that encompass the entire limits of the county are calculated using the total county fatalities, serious injuries and traffic volumes as published. Multiple-county MPO/TPOs that encompass the entire limits of each of their included counties are calculated using the fatalities, serious injuries and traffic volumes summed for all of the included counties and are combined totals and rates calculated based on combined totals and combined totals are combined totals.

DATA SOURCES: fatality and serious injury counts from Florida Dept. of Transportation (FDOT) State Safety Office's Crash Analysis Reporting (CAR) database as of November 8, 2017; traffic volumes as published by the FDOT office of Transportation Data and Analytics at http://www.fdot.gov/planning/statistics/mileage-rpts/

- 1. The average number of fatalities per year is the sum of the annual total fatalities for each year in the range divided by 5, to one decimal place. Fatalities are individuals listed on a Florida Traffic Crash Report (FTCR) form with injury code "5" fatal (within 30 days).
- 2. The average number of serious injuries per year is the sum of the annual total serious injuries for each year in the range divided by 5, to one decimal place. Serious injuries are individuals listed on an FTCR form with injury code "4" incapacitating.
- 3. The average fatality rate is an average of the yearly rate figures for the years in the range, to three decimal places. Each yearly rate is calculated by dividing the total traffic volume for the year. Traffic volume is expressed in 100 Million Vehicle-Miles and is the Daily Vehicle-Miles Traveled (sum for the region of the counts of vehicles per day times the length of the segments associated with the traffic) times the number of days in the year, divided by 100,000,000. This yields an annual volume of Vehicle-Miles. The number of fatalities divided by the traffic volume is the annual fatality rate. This measure averages the five annual rates within the measurement window and does NOT use the cumulative five-year fatalities over the cumulative five-year traffic volume.
- 4. The average serious injury rate is an average of the yearly rate figures for the years in the range, to three decimal places. Each yearly rate is calculated by dividing the total traffic volume for the year. See (3) above for an explanation of traffic volume. The same traffic volume figure is used here in the same way.
- 5. The average number of combined fatalities and serious injuries for bicyclists and pedestrian serious injuries for each year in the range divided by 5, to one decimal place. Bicyclist and pedestrian fatalities and serious injuries are individuals listed on an FTCR form as Non-Motorist with a Non-Motorist Description code of "01" (pedestrian), "02" (other pedestrian), "03" (bicyclist) or "04" (other cyclist) and with injury code "5" fatal (within 30 days) or injury code "4" incapacitating.

NOTE: Crash reports that reveal the personal information concerning the parties involved in the crash and that are held by any agency that regularly receives or prepares information from or concerning the parties to motor vehicle crashes are confidential and exempt from the provisions of Section 119.07(1), F.S. for a period of 60 days after the date the report is filed. (Section 316.066 (2)(a), F.S.) The information contained within or attached to this message has been compiled from information collected for the purpose of identifying, evaluating or planning safety enhancements. It is used to develop highway funds. Any document displaying this notice shall be used only for the purposes deemed appropriate by the Florida Department of Transportation. See Title 23, United States Code, Section 409. Pursuant to Title 23 U.S.C Section 409, the information provided to you is not subject to discovery and is not admissible into evidence.





MEMORANDUM

February 23, 2018

TO: TPO BOARD MEMBERS

FROM: MIKE DANIELS, DIRECTOR

SUBJECT: Freight Priority Project Submittal Application

The Florida Metropolitan Planning Organization Advisory Council (MPOAC) Freight Committee developed a Freight Priority Projects list to be included for consideration for FDOT's annual work program.

The purpose of the list is to prioritize high priority projects Statewide and that the MPOAC, as the association representing all MPOs in Florida, has the opportunity to promote and endorse these priorities on behalf of its members for consideration by the FDOT.

The overview of the process is provided below:

- Each MPO can submit up to 3 freight roadway projects annually for inclusion in the freight priority list; projects must fall on state facilities;
- Projects must have completed the PD&E process and be ready for design and/or construction funding;
- A screening checklist must be completed for each project; this information will illustrate the project is a freight priority;
- The list of freight priorities will undergo MPOAC approval process annually (Freight Committee, Staff Directors Committee, Governing Board)
- Approved list will be transmitted to FDOT Freight Logistics and Passenger Operation (FLP) Office.
- Intent is to influence funding decisions relating to the new 5th year of FDOT's work program as well any changes to years 1 thru 4.

The Staff is recommending that the top 3 freight project to be submitted for the statewide freight priority list are:

					ROADV	VAY DATA						PRIORITY
RANK	ROAD SEGMENT				LOS	2016	Volume/				Improvement	YEAR
HANK	HOAD SEGMENT		# of	LOS	Volume	Traffic	Capacity				Improvement	PHASE
		Length	Lanes	Standard	(Capacity)	Count	Ratio		LOS	SIS		FY 2023
1	NW 49th Street Interchange											
1												
1	(FDOT FM# 435209-1)	-	-	-	-	-	-		-	Yes	New Interchange	ROW/CST
1	Funding Status	PHASE	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22				
1		PD&E		\$21,649								
1	IJR to be funded by Marion County	PE						\$1,661,140				
1												
2	SR 40/I-75 Interchange Operational Improvements											
	SW 40 th Avenue to SW 27th Avenue	-	4	D	32,400	28,500	88%		D	Yes		CST
1	(FDOT FM# 433652-1)		F14 + 0 + 7		E14.040	FW 10.00	m	E1 0 1 100			Operations	
1	Funding Status		FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22			Improvements at I-75 interchange and at SW	
1		PE ROW		\$2,791 \$80,000	\$43,600	\$3,420,000	\$1,274,359	#4.044.E70			27 th Ave intersection.	
1		HUW		\$80,000	\$43,600	\$3,420,000	\$1,274,059	\$1,041,576	Į.		27 Ave intersection.	
3	CR 484/-75 Interchange Operational Improvements											
3	SW 20 th Avenue Road to CR 475A	_	4	D	32,400	28,100	87%		D	Yes	Operational/Capacity	ROW
1	(FDOT FM# 433651-1 & -2 & -3)	-	4	U	32,400	20,100	0/70		U	res	Improvements	
1	(FDOI FM# 433051-1 & -2 & -3)	DUACE	EV 4047	EV 47/40	EV 40/40	EV 40/00	EV 00/04	EV 04/00			improvements	
1		PHASE PE	FY 16/17	FY 17/18 \$6,713	FY 18/19	FY 19/20	FY 20/21	FY 21/22	ŀ			
1							40 000 700		ŀ			
1		ROW		\$645,000			\$2,063,796					
		ROW					\$5,826,704					

An application for the top 3 freight related projects has been filled out for your review. In addition the project checklist and additional information regarding the MPOAC Freight Priorities as presented to the MPOAC Governing Board has been provided in your packet. If you have any questions, please feel free to call our office at 629-8297.

Establishing Freight Project Priorities as Input to FDOT's Work Program

Presented to
MPOAC Staff Directors' Committee
and
MPOAC Governing Board

Presented by
Michael Williamson, Cambridge Systematics, Inc.
Todd Brauer, White House Group, Inc.



Agenda

- Review purpose and need
- Describe methodology
- Demonstrate methodology
- Request approval to present to Governing Board



Review Purpose and Need What is the Purpose?

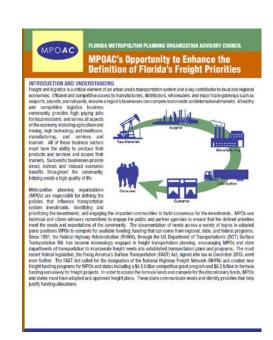
• To ensure MPOs have an opportunity to identify high priority freight projects on an annual basis, and that the MPOAC, as the association representing all MPOs in Florida, has the opportunity to promote and endorse these priorities on behalf of its members, for consideration by the FDOT





Review Purpose and Need How Did We Get Here?

- FMTP Policy and Investment Elements completed in 2013 and 2014
- MPOAC Freight Advisory Committee formed in 2013
 - How Should MPOs Engage in Setting Freight Priorities,
 October 29, 2015
 - Continuing the Discussion, July 18, 2016
 - MPOAC's Opportunity to Enhance the Definition of Florida's Freight Priorities, October 2016
 - MPOAC Freight Committee Workshop, April 6, 2017
 - MPOAC Freight Committee Discussion and Approval, July 19, 2017
- FAST Act signed December 2015
- Florida Freight Advisory Committee Inaugural Meeting,
 April 21, 2017





Review Purpose and Need Why is the Setting of Priorities Important?

- Florida's MPOs must have every advantage possible to compete for available funding
- State freight priorities address the most strategic freight needs
- MPOs drive project development and priorities within established planning boundaries



- Each MPO should include freight considerations in project prioritization methodologies
- Unified input by MPOs and the MPOAC to FDOT on freight priorities will help ensure local and regional freight needs are addressed in funding decisions

Describe Methodology Overview of Process

- Each MPO can submit up to 3 freight roadway projects annually for inclusion in the freight priority list; projects must fall on state facilities
- Projects must have completed the PD&E process and be ready for design and/or construction funding
- A screening check list must be completed for each project; this information will illustrate the project is a freight priority
- List of freight priorities will undergo MPOAC approval process annually (Freight Committee, Staff Directors' Committee, Governing Board)
- Approved list will be transmitted to FDOT FLP Office with cc to each District Freight Coordinator; MPOAC leadership will work with FDOT leadership to ensure this list of freight priorities is considered
- Intent is to influence funding decisions relating to the new 5th year of FDOT's work program as well as any changes to years 1 thru 4

Instructions and Support to be Provided

MPOAC Freight Priority Screening Instruction

Each MPO can submit up to 3 freight projects annually (located within the inclusion in the statewide MPO freight priority list. For 2018, the focus will state facilities.

A screening check list must be completed for each project. This informatio freight priority and is ready for advancement. Projects must have progress must have regional support. Screening questions focus on project readines benefits, and funding need. As an annual process, the intent is to influence new 5th year of FDOT's work program as well as any changes to years 1 thr

The MPOAC Freight Committee will review and approve the aggregated list be presented to MPOAC Executive Committee for endorsement/approval. be transmitted to FDOT FLP Office with cc to each District Freight Coordina with FDOT leadership to ensure this list of freight priorities is considered as allocation process.

Florida Transportation Plan - Goals

- 1. Safety and security for residents, visitors, and businesses
- 2. Agile, resilient, and quality infrastructure
- 3. Efficient and reliable mobility for people and freight
- 4. More transportation choices for people and freight
- Transportation solutions that support Florida's global economic col
- 6. Transportation solutions that support quality places to live, learn, v
- 7. Transportation solutions that support Florida's environment and co

Instructions for Screening Form

MPO Name:	Enter MPO Name
Project Number:	An MPO can submit up to three projects; the project number value should be 1, 2, or 3.
Year	Enter current year (year of submittal)
Facility Name:	Enter roadway/facility name (e.g., state route)
Extent of Project:	Enter a description in to/from fields that establishes project limits (e.g., milepost)
Project Description:	Provide short description of project (e.g., add two lanes)
Describe freight usage of the facility (volumes, connections, etc.):	Provide short description of freight usage (e.g., AADTT, Truck Percent, connector status)
Has the project completed the PD&E process (ready to move directly to design/construction)?	[yes/no] If no, this project is not eligible for the project priority list.
Does the project have regional support? If so, please provide documentation.	[yes/no] If yes, provide description documenting support. The existence of significant opposition should be considered before submitting a project as a priority.
Is the project identified as a freight priority by the MPO and its partners (i.e. seaport, airport, railroad)? If yes, how was this priority determined?	[yes/no] If yes, provide short description of how the priority was determined and by which entity.
Is the project included in an adopted plan (freight plan, LRTP, TIP, CIP, master plan)? If yes, which one(s)?	[yes/no] If yes, identify the plan(s) documenting the project.
Is the project on a priority freight network (e.g., NHFN, CUFC, CRFC, SIS, regional freight network)? Please describe.	[yes/no] If yes, identify the network(s) that contains the project facility.
Does the project support one or more FTP goals? If so, which ones?	[yes/no] If yes, identify the goals addressed by the project.
Does the project improve economic competitiveness? If yes, please describe.	[yes/no] If yes, describe the impacts of the improvement.
Does the project add capacity or improve operations? If yes, please describe.	[yes/no] If yes, describe the impacts of the improvement.
Is the project a critical next step in a series of linked projects? If yes, please describe.	[yes/no] If yes, describe the larger project or group of projects this improvement will support.
Please provide the year(s) of your funding request.	Provide the year for which funding is being requested.

Illustrative List Based on Project Submittals

MPO Name:	Facility Name:	Extent of Project (From)	Extent of Project (To)	Project Description:	Funding Year Request
Bay County TPO	US 231	US 98	US 20	6-laning of US 231	FY 22/23
, ,			Bay/Gulf County		,
Bay County TPO	Gulf to Bay Highway	US 98	Line	New four lane road	FY 22/23
		Interchange @			
Broward MPO	SR 9/ I-95	Broward Blvd/SR 84		Interchange improvement	FY 2023
	Sawgrass Expressway/			Widens the Sawgrass Expressway	
	SR 869	SR 7		from six to ten travel lanes.	FY 2022
	SR 95 (US 29)	I-10 and US 29	i owernite ita	I-10 /US 29 interchange Major	112022
TPO	Interchange	interchange		Improvement Phase 2	FY 22/23
Florida - Alabama	inter en ange	SR 10 (90A) Nine Mile			= 2, = 3
	SR 8 (I-10)	· · ·	W of SR 95 (US 29)	Widen I-10 to 6 lanes	FY 22/23
		Polk / Osceola County	West of Poinciana	Wide from 2 to 4 lanes and	FY 2021/2022 for PE &
MetroPlan Orlando	US 17/92	Line	Blvd	intersection improements	FY 2023/2024 for CST
				Widen from 4 to 6 lanes with	FY 2021/2022 for PE &
MetroPlan Orlando	SR 535	Interstate 4	US 192	operational improvements	FY 2023/2024 for CST
				Median and safety improvements	
	SR 15 / 600 US 17/92	Norfolk Ave		& extend road	FY 2019/2020 for CST
	SR 826/PALMETTO	104/45 4 CTREET		Add Special Use Lane (7.143	2024
Miami-Dade TPO	EXPWY	NW 154 STREET	NW 17 AVENUE	miles)	2021
Miami-Dade TPO	GOLDEN GLADES INTERCHANGE			Intermodal Hub Capacity	2023
Iviidiii-Daue IFO	GOLDEN GLADES			Interchange Improvements (FDOT	
Miami-Dade TPO	INTERCHANGE	MP 0X		Turnpike Enterprise)	2021
Okaloosa-Walton TPO		-	30 A West	Widen US 98 to six lanes	-
Okaioosa-waiton iPO	05 98	'	Alabama State	Widen 05 98 to six lanes	FY 22/23
Okaloosa-Walton TPO	 	US 90	Line	Widen US 331 to 4 lanes	FY 22/23
OKaloosa Walton IFO	03 331	03 30	LINC	Construct a new two lane facility	1122/23
				to support an inland logistics	
				center in the Glades Region of	
Palm Beach MPO	SR 80 Bypass	US 27/SR 80	US 441/SR 715	Palm Beach County	2025

Describe Methodology Planned Schedule

- MPOs will submit projects by mid March
- Projects will be reviewed by MPOAC Freight Committee; any requests for clarifications or additional information will be distributed



- Projects will be approved for inclusion on the list at MPOAC Freight Committee Meeting in April
- List of projects will be presented to both the Staff Directors' Committee and the Governing Board for approval in June
- Approved list transmitted to FDOT in July for consideration in development of work program



Describe Methodology Project Check List

	МРО	AC Freig	ht Priorities	
MPO Name:	Ocala-Marion County	Year:2018		
Project Number:	433652-1			
Facility Name:	SR 40/I-75 Interchange Project			
Extent of Project:	From: SW 40th Avenue	To: SW 2	7th Avenue	
Project Description:	Interchange and Intersection	improveme	nts	
Describe freight usage of the facility (volumes, connec				
	.The Level of Service of the inter	section of 2	7th and SR 40 currently has three failing turning moveme	nts.
Screening Questions	Yes	No	Comments/Description	URL/Link (if applicable)
Has the project completed the PD&E process	Х		Design is funded for Fy 17/18, ROW is funded for	
(ready to move directly to design/construction)?			17/18 to 21/22.	
Does the project have regional support?	X		The project has been identifed as the #2 project or	the CFMPOA regional priority list.
If so, please provide documentation.				
Is the project identified as a freight priority by the	X		Identified as the 9th priority of the Ocala Marion	
MPO and its partners (i.e. seaport, airport, railroad)?			TPO Project List	
If yes, how was this priority determined?				
Is the project included in an adopted plan	X		LRTP, TIP	
(freight plan, LRTP, TIP, CIP, master plan)?				
If yes, which one(s)?				
Is the project on a priority freight network	X		NHFN	
(e.g., NHFN, CUFC, CRFC, SIS, regional freight network)?				
Please describe.				
Does the project support one or more FTP goals?	X		Provide transportation infrastructure and	
If so, which ones?			services to support job growth in transportation de	pendend industries and clusters
Does the project improve economic competitiveness?	X		The project is a key component to further enhan	ce the Ocala Marion County area
If yes, please describe.			as a major distribution and logistics center.	
Does the project add capacity or improve operations?	Х		The project would upgrade an existing interchange	to accommodate increase in
If yes, please describe.			truck and vehicular traffic and add capacity to co	ngested intersections.
Is the project a critical next step in a series of linked	X		This project is a a critical next step in enhancing the inter	changes throughout Marion
projects? If yes, please describe.			County to accomodate and enhance the growing logistics	and warehousing economic sector
Please provide the year(s) of your funding request.	Х		Construction for FY 22/23	

Describe Methodology Project Check List

	MPO	AC Freight Priorities
MPO Name:	Ocala-Marion County	Year:2018
Project Number:	435209-1	
Facility Name:	NW 49th Street / /I-75 Intercha	ange
Extent of Project:	From: NW 49th Street	To: NW 35th Street
Project Description:	Interchange	
Describe freight usage of the facility (volumes, connecti	ons, etc.): Due to the establishr	ment of the Ocala Marion County Commerce Park, which includes Fedex Ground, Autozone
	and Chewy and the potential o	of an additional 1.2 Million square feet of new class A industrial distripuition building space.
Questions	Yes No	Comments/Description URL/Link (if applicable)
Has the project completed the PD&E process	X	PD&E shall be completed by June, 2018
(ready to move directly to design/construction)?		
Does the project have regional support?	X	The project has been identifed on the Ocala Marion TPO Project Priority List. It has also
If so, please provide documentation.		beein identified a a candidate for TRIP funding.
Is the project identified as a freight priority by the	X	Identified as the top priority of the Ocala Marion
MPO and its partners (i.e. seaport, airport, railroad)?		TPO Project List
If yes, how was this priority determined?		
Is the project included in an adopted plan	Х	LRTP, TIP
(freight plan, LRTP, TIP, CIP, master plan)?		
If yes, which one(s)?		
Is the project on a priority freight network	X	NHFN and SIS
(e.g., NHFN, CUFC, CRFC, SIS, regional freight network)?		
Please describe.		
Does the project support one or more FTP goals?	X	Provide transportation infrastructure and
If so, which ones?		services to support job growth in transportation dependend industries and clusters
Does the project improve economic competitiveness?	X	The project is a key component to further enhance the Ocala Marion County area
If yes, please describe.		as a major distribution and logistics center.
Does the project add capacity or improve operations?	X	The project would add an additional interchange
If yes, please describe.		to accommodate increase in truck traffice.
Is the project a critical next step in a series of linked	X	The City and County have made substantial investments such as extending rail lines and utility
projects? If yes, please describe.		infrastructure in creating an intermodal center for the creation of a distribution and logistics center.
Please provide the year(s) of your funding request.	Х	PE 20/21 and CST 22/23

Describe Methodology Project Check List

	MPO	AC Freig	ht Priorities	
MPO Name:	Ocala-Marion County	Year:2018		
Project Number:	433651-1			
Facility Name:	CR 484/I-75 Interchange			
Extent of Project:	From: SW 20th Ave Rd	To: CR 47	5A	_
Project Description:	Interchange and Intersection	improveme	ents	
Describe freight usage of the facility			t this interchanges exceeds 13% for eastbound movements a	
(volumes, connections, etc.):	regionally significant industrial pa	ark high volu	mes of truck traffic are expected and interchange improvem	ents are needed.
Screening Questions	Yes	No	Comments/Description	URL/Link (if applicable)
Has the project completed the PD&E process	X		Design is funded for Fy 17/18, ROW is funded for	
(ready to move directly to design/construction)?			17/18 to 21/22.	
Does the project have regional support?	Х		The Cross Florida Industrial Project, which is a region	nally significant industrial park is on the
If so, please provide documentation.			list of grant projects for the DEO economic develop	ment job growth fund.
Is the project identified as a freight priority by the	Х		Identified as the 10th priority of the Ocala Marion	
MPO and its partners (i.e. seaport, airport, railroad)?			TPO Project List.	
If yes, how was this priority determined?				
Is the project included in an adopted plan	Х		LRTP, TIP	
(freight plan, LRTP, TIP, CIP, master plan)?				
If yes, which one(s)?				
Is the project on a priority freight network	X		NHFN	
(e.g., NHFN, CUFC, CRFC, SIS, regional freight network)?				
Please describe.				
Does the project support one or more FTP goals?	Х		Provide transportation infrastructure and serv	ices to support job growth in
If so, which ones?			transportation dependent industries and clusters.	
Does the project improve economic competitiveness?	X		The project is a key component to further enhan	ce the Marion County area as a
If yes, please describe.			major distribution and logistics center.	
Does the project add capacity or improve operations?	X		The project would upgrade an existing interchange	
If yes, please describe.	V		truck and vehicular traffic and add capacity to co	
Is the project a critical next step in a series of linked	Х		The developer of Cross Florida Industrial Project has applied	
projects? If yes, please describe.			fund The project currently has received TRIP funds for ROW	IN FY 20-21.
Please provide the year(s) of your funding request.	Х		Construction for FY 22/23	



MEMORANDUM

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: SUNTRAN ADVERTISING AUCTION

In January of this year, TPO staff, in coordination with the City Procurement Department issued a Bus Wrap Advertising Opportunity for SunTran buses. One bid was received from Attorney Steven A. Bagen. The price proposal for the bid was \$1,255.51 per month for the first bus, and \$1,056.51 per month (each) for two buses. The bid, price proposal and suntran advertising policy are enclosed for your review.

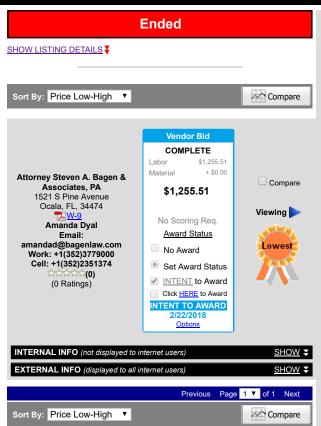
Staff is requesting direction on whether not to proceed with the Bagen offer. If you have any questions, please contact our office at 629-8297.

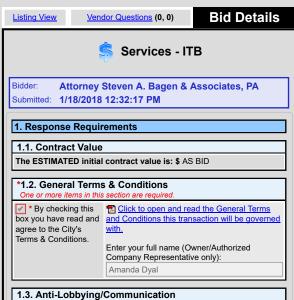
Description	Price				
Lump sum amount per month					
price for SunTran bus #1 wrap	¢1				
advertising as outlined in the	\$1,255.51				
scope of work.					
Lump sum amount per month					
price for SunTran bus#2 wrap	¢4.056.54				
advertising as outlined in the	\$1,056.51				
scope of work.					
Lump sum amount per month					
price for SunTran bus#3 wrap	¢4.056.54				
advertising as outlined in the	\$1,056.51				
scope of work.					
Total Price	\$3,368.53				

Bidder:

Attorney Steven A. Bagen & Associates, PA

ProRFx ID: ITB10271700000287





ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendo

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. **

1.4. Insurance

Click 🔁 HERE to download the Standard Insurance Requirements for the City of Ocala

*1.5. Vendor Agreements

Compliance Certification:

As an authorized company representative, I certify my firm or

Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

Owner/Authorized Company Representative initials: akd

Bidder Certification (Non-Construction):

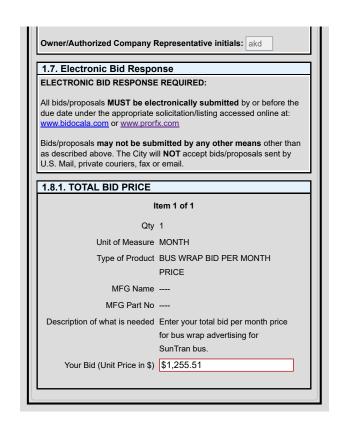
By my submission of a bid response, and in accordance with your solicitation. I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements

Owner/Authorized Company Representative initials: akd



CONTRACT RENEWAL: The term of any resulting contract will be for 3 year(s). CONTRACT RENEWAL: The resulting contract may be renewed for up to 1 times, with each renewal a 3 year term with the written consent of both parties. MAJOR MATERIAL SUPPLIERS: SUPPLIER#1 Company Name: Mass Media Outdoor Advertising Material: 3M Vinyl City, State: Neptune Beach, FL SUPPLIER#2 Company Name: Material: Gity, State: Neptune Beach, FL SUPPLIER#2 Company Name: Material: City, State: Neptune Beach, FL SUPPLIER#2 Company Name: Material: City State: UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HE REQUESTED AND ADDITIONAL DOCUMENTS Browse Upload Solid sheet bu (WPD, 5.6 KB) Max. File Size you can upload is: 50MB. *exe files will not be accepted SOLICITATION DOCUMENTS: The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below: Bid Coala: http://www.bidocala.com/ ProRFX Florida: http://www.bidocala.com/ ProRFX Florida: http://www.bidocala.com/ Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source liste herein may also result in failure to receive any addenda, corrections, other revisions to these documents that may be issued. ADA NEEDS: Please call the procurement professional shown on this listing forty-e(40) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting. CLARIFICATIONS AND CORRECTIONS: The City of Ocala reserves the right, where it may serve the City's be interest, to request additional information or clarifications from biblications fr	*1.6. SPECIAL CONDITION	
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bidder contracts/agreements will not be accepted. City of Ocala ontracts will be used for all goods and services. The requirement idder contracts and/or bidder written terms and conditions may re- id rejection. The City will consider adding appropriate bidder claus to our contract; please upload any desired clauses with your solic esponse.	sult in ses
CONFLICT OF INTEREST:	
Disclose the name(s) of any employee, officer, director, shareholde igent of your firm that is also a City of Ocala employee or public of	
Disclose the name(s) of any City of Ocala employee or public officies a known relative of an employee, officer, director, shareholder, or fyour firm:	
ailure to disclose known conflicts of interest may result in bio	d
City of Ocala employees who have a 5% or more interest in a bidde rm must also complete an "Officer and Employee Disclosure State which can be obtained at www.bidocala.com under Vendor Resour his form includes instructions and relative Florida statutes. Failure complete this form, if applicable, may result in bid rejection.	ement ces.
CONTRACT FAILURE - BIDDING SUSPENSION	
I understand and agree to the following: Bidders who submit a bid and/or enter into a contract with the City of the contract with the City of the contract term, for any reason, will be subsuiture bidding suspension for year (1), and up to a possible three (3) id debarment for serious contractual failures.	ject to
Owner/Authorized Company Representative initials: akd	
LORIDA STATUTE 287.133: Public Entity Crime; denial or revo	cation
las not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section (87.133(2)(a), Florida Statutes, which states: person or affiliate who has been placed on the convicted vendor following a conviction for public entity crime may not submit a bid or contract to provide any goods or services to a public entity, may no ubmit a bid on a contract with a public entity for the construction of epair of a public building or public work, may not submit bids on lear real property to a public entity, may not be awarded or perform when a contractor, supplier, subcontractor, or consultant under a contracting public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0 CATEGORY TWO, for a period of 36 months from the date of being laced on the convicted vendor list.	n a t r ases vork cact ic
OCAL VENDOR PREFERENCE (Effective 3-7-2017):	
Preference in solicitations: Applies to bids in excess of \$50,000. Local vendor within 5% of low bid has the option to contract for 15 and the low bid amount. Any tie between local vendors will be settled with a best and final BAFO) from each local vendor. Preference does not apply to any grant funded projects.	
Details of the Local Vendor Preference are available at:	
http://www.bidocala.com/vendor-resources/_	
Every Bidder MUST select "Yes" or "No." ✓ YES, I am a local vendor. (If you selected Yes, you must also onfirm the requirements below to receive local preference) NO, I am not a local vendor.	
f you desire to receive local preference for this solicitation, you nust confirm your business meets the following requirements 1. Has its headquarters, manufacturing facility, home office, locumed franchise, or an operating branch physically located within Nocunty, Florida; 2. Has been in operation in Marion County for a minimum of or	s: cally- Mario
ear prior to the issuance of the city's formal bid solicitation; and 3. Within one year of the date of the city's formal bid solicitation aid commercial real property tax, paid/filed a tangible personal pro ax form with Marion County; has received a City of Ocala Home Occupation Permit, or has received a City of Ocala business tax ertificate.	
fendor will be required to submit a Local Vendor Preference Affidavit mmediately upon notification from Procurement if the local preference wil the outcome of this solicitation.	
ocal Vendor will be required to agree to a contract with the City in an amo ess than the low bid amount within two (2) business days of notification fr city.	



Scope Of Work

The City of Ocala on behalf of SunTran, and Ocala/Marion County Transportation Planning Organization (TPO), is accepting bids for bus wrap advertising on up to five (5) SunTran busses. The solicitation process is an auction, the highest bidder at the time of solicitation closing, agreeing to City's general terms & conditions, and following the guidelines of the SunTran Advertising Policy, will be awarded a three (3) year advertising contract. Minimum bid is \$1,000 per month per bus. This is a sealed/closed bidding process and bid amounts will not be released until closing.

Background

SunTran maintains a fleet of ten (10) buses, operating six (6) routes within the City of Ocala and the Silver Springs Shores community. The Ocala/Marion County TPO, as the oversight board for SunTran, has identified five (5) busses that are available for bus wrap advertising. The busses will be rotated through all the routes. Bidder may request to bid for advertising on one (1) or more and up to five (5) busses.

Requirements

The advertiser is responsible for the design, production, and installation of the wrap in accordance with SunTran advertising policy, shown below. The design, production, and

installation cost of the bus wrap is not included in the monthly advertising cost, the bidder/advertiser is responsible for these separate expenses, which includes:

- -Removal of SunTran wrap prior to advertiser's installation.
- -Advertiser's wrap removal and replace SunTran wrap at the conclusion of the contract.
- -Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension have been provided for your review. Safety decals, ADA stickers and any other SunTran required bus decal will remain on the bus and wrap will be cut out to display those items. Please avoid putting logos, phone number, website address etc on or near these areas.

Wrap designs will be reviewed by the TPO staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at advertiser discretion throughout the three (3) year term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping would need to be approved and scheduled through TPO Director or SunTran General Manager only. Any issues pertaining to bus wrap or installation need to be directed to the TPO Director or SunTran General Manager only.

Terms & Conditions

Contract Length: The term of any resulting contract will be for 3 years.

Minimum Bid: \$1,000/month or \$12,000 annually for 3 years for total minimum contract cost of \$36,000 per bus. Contract can be paid monthly, annually or full payment at contract signing.

Exhibits

Exhibit A - Specifications for Non-Removable Signs and Decals

Exhibit B - Suntran Advertising Policy

Qty	Unit of Measure	Type of Product	MFG Name	MFG Part No	Description of what is needed	Price (Interest Percent)	Price (Unit Cost in \$)	Price (Margin in \$)	Price (Margin in %)
1	MONTH	BUS WRAP BID PER MONTH PRICE			Enter your total bid per month price for bus wrap advertising for SunTran bus.		\$1,255.51		

SUNTRAN ADVERTISING POLICY

Effective Date: May 25, 1999

The TPO determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

- Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations
 pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double
 entendre.
- 2. Advertising of contraceptive products or hygiene products of an intimately personal nature.
- 3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.
- 4. Advertising containing foul or offensive language, pictures or depictions.
- 5. Advertising of tobacco or alcohol products.
- 6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
 - a. The term "harmful to children" means language or pictures that:
 - i. describe or depict sexual contact, or nudity;
 - ii. make use of foul language;
 - iii. describe or depict violent physical torture, destruction, or death of a human being; or
 - iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
 - b. The term "of a nature to frighten children, either emotionally or physically "means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.
- 7. Advertising of political, social, moral or religious points of view.
- 8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.
- 9. Advertising that, in the opinion of the TPO, is of a nature to dissuade other advertisers from advertising on SunTran buses.



AGREEMENT FOR BUS WRAP DISPLAY ADVERTISING ON SUNTRAN BUSES

THIS AGREEMENT is entered into this ____ day of ______, 2018, by and between the CITY OF OCALA, a Florida municipal corporation ("City") and ATTORNEY STEVEN A. BAGEN & ASSOCIATES, PA, a Florida registered professional association (EIN: 59-2860329), with offices at 1521 S. Pine Avenue, Ocala, Florida 34474 ("Advertiser").

WHEREAS:

- A. The City of Ocala is the administrative agency for the Ocala/Marion County public transit system, known as SunTran; and,
- B. The Ocala/Marion County Transportation Planning Organization (TPO) is the policy board for the public transit system; and,
- C. The Ocala Marion County Transportation Planning Organization issued Auction# TPO/17-011 on for interested entities to bid on bus wrap display advertising on three (3) SunTran buses; and,
- D. Attorney Steven A. Bagen & Associates, PA submitted a bid, which was reviewed and selected by City staff to enter into an agreement to sell SunTran bus advertising.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

- SERVICES. City will provide three (3) SunTran buses for installation of bus wrap display advertising. Advertiser is responsible for the design, production, and installation of the wrap in accordance with the SunTran Advertising Policy as described in Exhibit C SunTran Advertising Policy, and in accordance with Exhibit A Scope of Work and Exhibit B Specifications for Non-Removable Signs and Decals. The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. Advertiser is responsible for these separate expenses, which include wrap removal at the conclusion of the contract term.
- 2. **COMPENSATION.** Advertiser shall pay to City **\$3,368.53 per month**, for a total of **\$121,267.08** for the 36-month consecutive advertising term, based on the pricing set forth below.



SUNTRAN BUS NUMBER	MONTHLY PRICE
1	\$1,255.51
2	\$1,056.51
3	\$1,056.51
MONTHLY TOTAL	\$3,368.53

The monthly installments of \$3,368.53 will commence after final installation of the advertising and shall continue until the balance of \$121,267.08 is paid in full. The Advertiser will be considered in default for failure to submit timely payments.

- 3. **TERM & TERMINATION.** This Agreement shall begin on <u>March 20, 2018</u> and terminate at the end of the business day on <u>March 19, 2021</u>. If the bus is inoperable for any reason during the contract term, this Agreement shall be extended for an equivalent length of time. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
- 4. **REMEDIES.** If any Event of Default occurs, City shall have the right, at its sole option, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of Advertiser hereunder. Notwithstanding City's termination of this Agreement, Advertiser shall remain liable to City for all claims and damages, costs or attorneys' fees arising prior to such termination.
- 5. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Advertiser is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Advertiser performs hereunder.
- 6. ACCESS TO FACILITIES. City will provide Advertiser with access to three (3) SunTran buses.
- 7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
- 8. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Advertiser. This Contract shall not restrict City from acquiring



similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

- 9. **PUBLIC RECORDS.** The Advertiser shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Advertiser shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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.
 - C. 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 contract term and following completion of the contract if the Advertiser does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Advertiser or keep and maintain public records required by the public agency to perform the service. If the Advertiser transfers all public records to the public agency upon completion of the contract, the Advertiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Advertiser keeps and maintains public records upon completion of the contract, the Advertiser shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ADVERTISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVERTISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.



- 10. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Advertiser doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Advertiser be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 11. **AUDIT.** Advertiser shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Advertiser shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 13. **CONFLICT OF INTEREST.** Advertiser must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. Advertiser must disclose the name of any City employee who owns, directly or indirectly, any interest in Advertiser or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 14. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 15. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
 - For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or



impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Advertiser be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Advertiser shall be entitled to an extension of time only, provided however, that in no event shall Advertiser be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

- 16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 17. **INDEMNITY.** Advertiser shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Advertiser, its agents, and employees.
- 18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Advertiser: Attorney Steven A. Bagen & Associates, PA

Amanda Dyal 1521 S. Pine Ave.

Ocala, FL 34474

Phone: 352-377-9000

Email: amandad@bagenlaw.com

If to City of Ocala: Tiffany Kimball, Contracting Officer

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-629-8366

Fax: 352-690-2025

Email: tkimball@ocalafl.org

Copy to: Patrick G. Gilligan, Esquire

Gilligan, Gooding, Franjola & Batsel, P.A.

1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707

Fax: 352-867-0237

Email: pgilligan@ocalalaw.com

20. ATTORNEYS' FEES. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.



- 21. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 23. JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 25. **MUTUALITY OF NEGOTIATION.** Advertiser and City acknowledge that this Agreement is a result of negotiations between Advertiser and City, and the Agreement shall not be construed



in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

- 26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 30. **ELECTRONIC SIGNATURE(S).** Advertiser, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 32. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Advertiser are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between



this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit C, then (2) Exhibit B, then (3) Exhibit A.

Exhibit A: Scope of Work (A-1)

Exhibit B: Specifications for Non-Removable Signs and Decals (B-1 through B-3)

Exhibit C: SunTran Advertising Policy (C-1)

33. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:	CITY OF OCALA:
Angel B. Jacobs City Clerk	Matthew J. Wardell City Council President
Approved as to form and legality:	ATTORNEY STEVEN A. BAGEN & ASSOCIATES, PA
Patrick G. Gilligan City Attorney	Stephen A. Bagen

The Advertiser is responsible for the design, production, and installation of the wrap of three (3) buses in accordance with SunTran advertising policy, shown below. All work shall be coordinated through TPO Project Manager Desi Leibfried, (352) 629-8483, e-mail: DLeibfried@Ocalafl.org.

The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. The advertiser is responsible for these separate expenses, which includes:

- Removal of SunTran wrap prior to Advertiser's installation.
- Advertiser's wrap removal and replace SunTran wrap at the conclusion of the contract.
- Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design, Advertiser must be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension shall be provided to Advertiser for review. Safety decals, ADA stickers and any other SunTran required bus decal will remain on the bus and wrap will be cut out to display those items. Please avoid putting logos, phone number, website address etc. on or near these areas.

Wrap designs will be reviewed by TPO staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at Advertiser discretion throughout the three (3) year term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping shall be approved and scheduled through TPO Project Manager only. Any issues pertaining to bus wrap or installation need to be directed to the TPO Project Manager only.

Specifications for Non-Removable Signs and Decals

- Battery Disconnect/ street side 7 ½" by 2"
- Kneeling/ curbside 6 ½" by 2"
- Ramp/ curbside 4" by 2"
- Handicap/ curbside 4 ½" by 4 ½"
- Safe place/ curbside 11" by 11"
- Rethink/ rear 11" by 17"
- Caution railroad/ rear 13 ¾" by 7"
- Yield/ rear 8 ½" by 11 ¾"

SunTran website address must remain visible.

Bus number must remain visible.

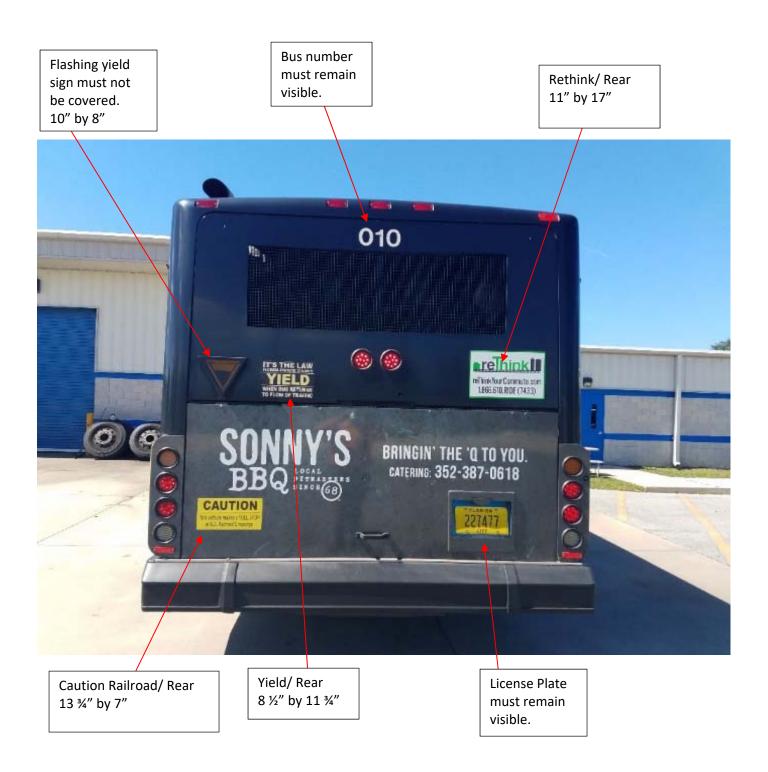
Windows must remain clear glass.

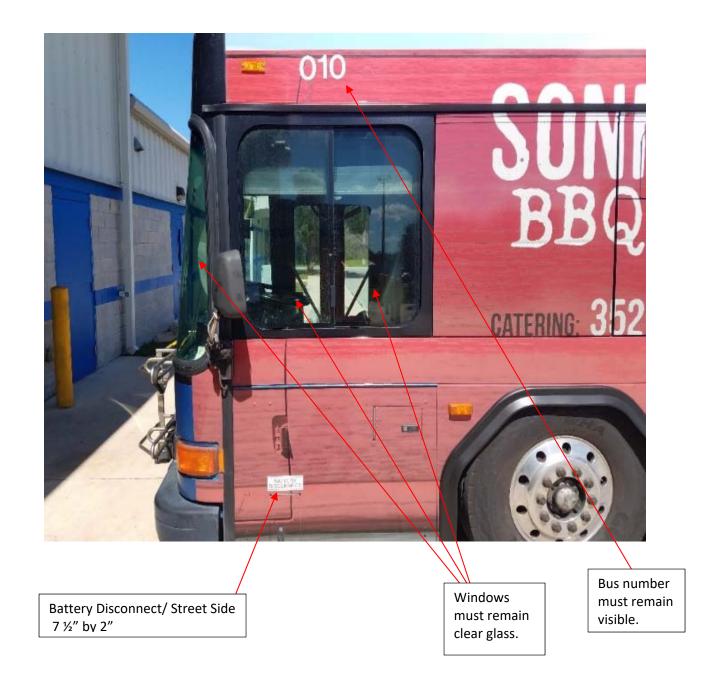


Safe place/Curbside 11" by 11"

Kneeling/Curbside 6 ½" by 2"

Ramp/Curbside 4" by 2" Handicap/ Curbside 4 ½" by 4 ½"





Full Dimensions of Bus 35' Long by 8' Tall Rear- 8'3" Wide 7' Tall

SUNTRAN ADVERTISING POLICY

Effective Date: May 25, 1999

The TPO determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

- Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations
 pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double
 entendre.
- 2. Advertising of contraceptive products or hygiene products of an intimately personal nature.
- 3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.
- 4. Advertising containing foul or offensive language, pictures or depictions.
- 5. Advertising of tobacco or alcohol products.
- 6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
 - a. The term "harmful to children" means language or pictures that:
 - i. describe or depict sexual contact, or nudity;
 - ii. make use of foul language;
 - iii. describe or depict violent physical torture, destruction, or death of a human being; or
 - iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
 - b. The term "of a nature to frighten children, either emotionally or physically "means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.
- 7. Advertising of political, social, moral or religious points of view.
- 8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.
- 9. Advertising that, in the opinion of the TPO, is of a nature to dissuade other advertisers from advertising on SunTran buses.



February 21, 2018

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner/Project Manager

SUBJECT: Belleview to Greenway Trail Study

The TPO recently enlisted Kimley-Horn & Associates to analyze alternative routes originating from Lake Lillian, in downtown Belleview, to the Marjorie Harris-Carr Cross Florida Greenway. This is an on-going effort to connect all of the major municipalities to the growing trail system throughout Marion County. Similar trail connections are also planned for the Cities of Dunnellon and Ocala and future connections to the Town of McIntosh will also be revisited in the future.

To date, stakeholder and public involvement meetings have been conducted along with the preliminary existing conditions analysis and alternatives development. Based on this data, a final alignment was selected last week at the City of Belleview Commission meeting and will be incorporated as the preferred alternative into the final document. Transmission of this document to the FDOT, along with a project application, will formally begin the funding process for design and construction of this project.

Should you have any questions prior to the February 27th TPO Board meeting, please contact TPO staff at 352-629-8297.

Belleview to the Cross Florida Greenway Trail Feasibility Study

Project Status Update

PROJECT PURPOSE

• This project will determine the most appropriate alternative route to connect the City of Belleview with the Cross Florida Greenway.

STAKEHOLDER MEETINGS

- Stakeholder meetings were held with City and County staff, and elected officials.
- Feedback from these meetings include:
 - During previous outreach, the public expressed a desire for sidewalks along 102nd
 Avenue so placing a facility along there would be ideal.
 - Importance of pedestrian crossings and signal enhancements.
 - Keeping as much of the alignment within the City limits.
 - Eventually connecting the trail at Lake Lillian over to the Belleview Sports Complex for additional connectivity to community features.

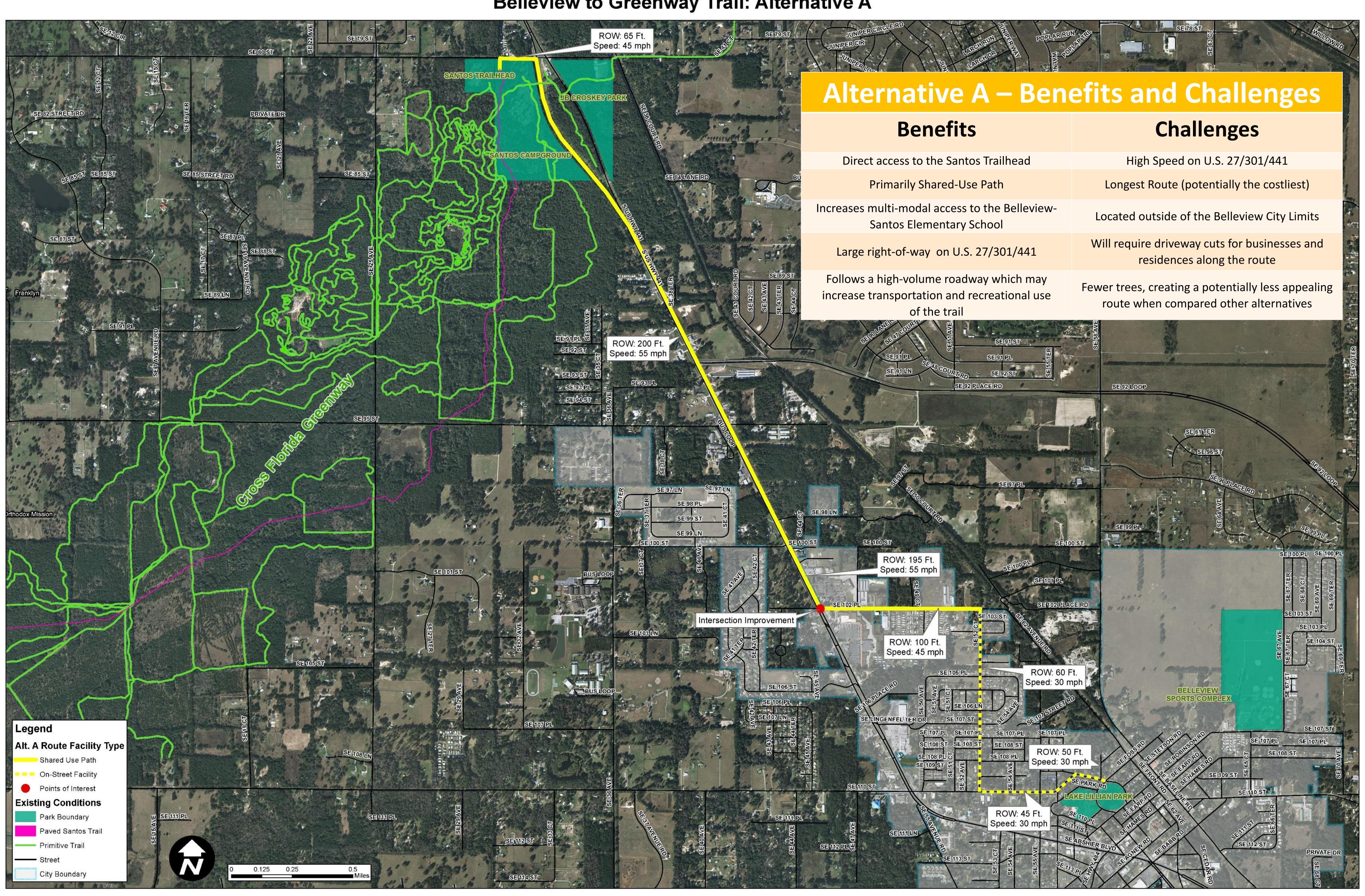
PUBLIC OPEN HOUSE

- Held at Lake Lillian Park on Saturday, February 10, 2018
- Presented the three alternative routes (see attachment)
- Presented trail facility types (see attachment)
- Feedback from the open house includes:
 - Most open house participants showed support for Alternative B.
 - Some participants expressed concerns regarding safety along SE 35 CT as well as US 441.
 - Most open house participants use the Marjorie Harris Cross Florida Greenway once a week or more!
 - Most open house participants noted that they would likely or very likely use the trail between Belleview and the Cross Florida Greenway.

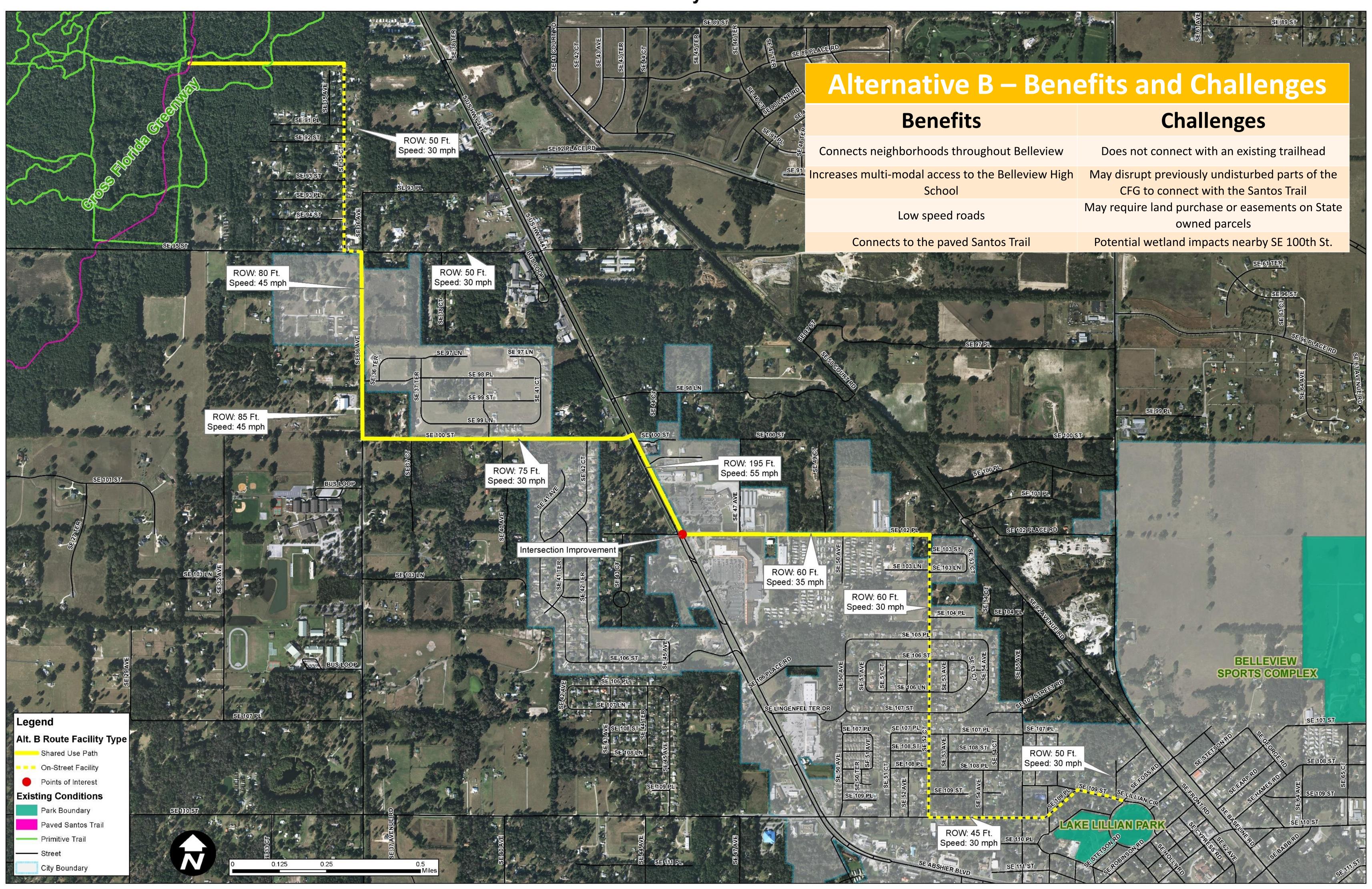
NEXT STEPS

- Finalize Corridor Feasibility Study Report
- Get approval of the most appropriate and cost effective Alternative from the TPO and City of Belleview

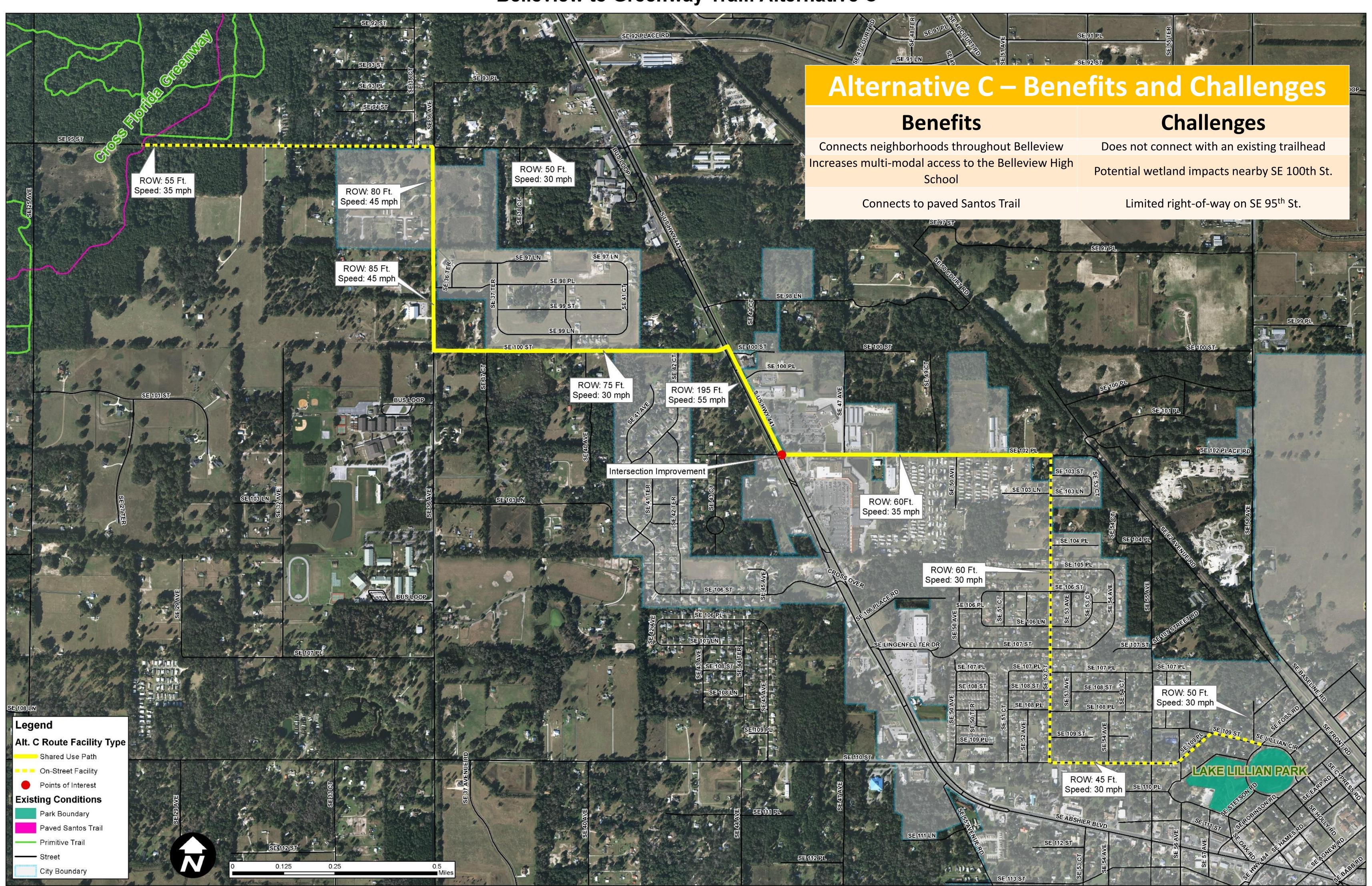
Belleview to Greenway Trail: Alternative A



Belleview to Greenway Trail: Alternative B



Belleview to Greenway Trail: Alternative C



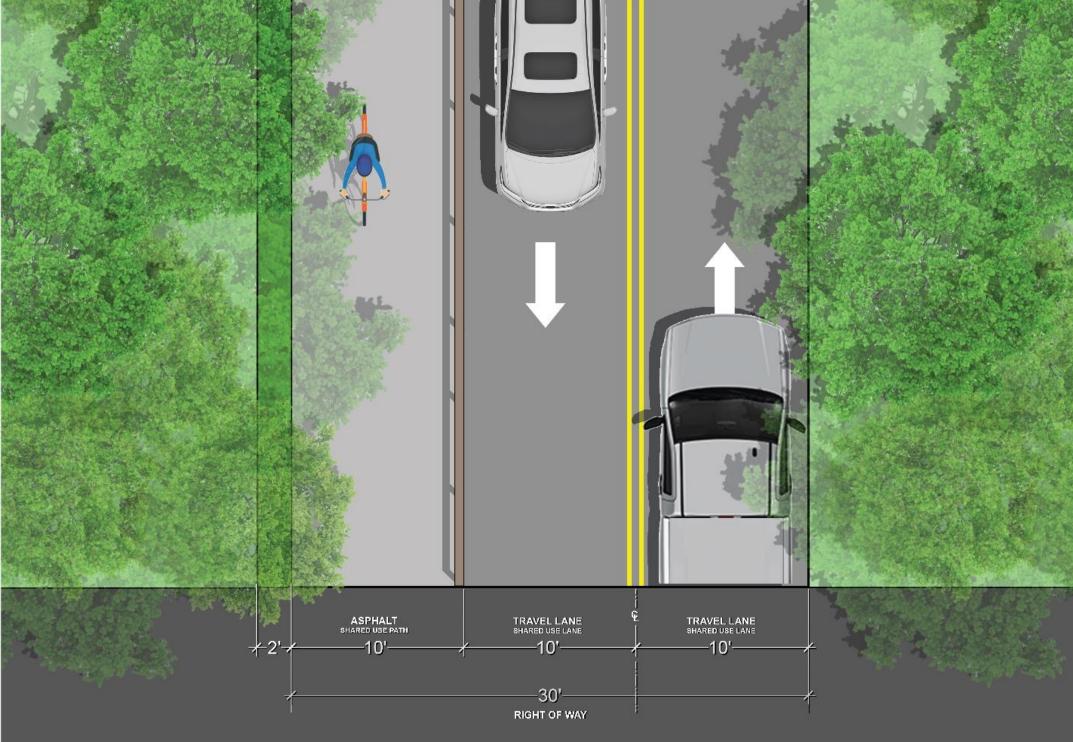
Trail Facility Types



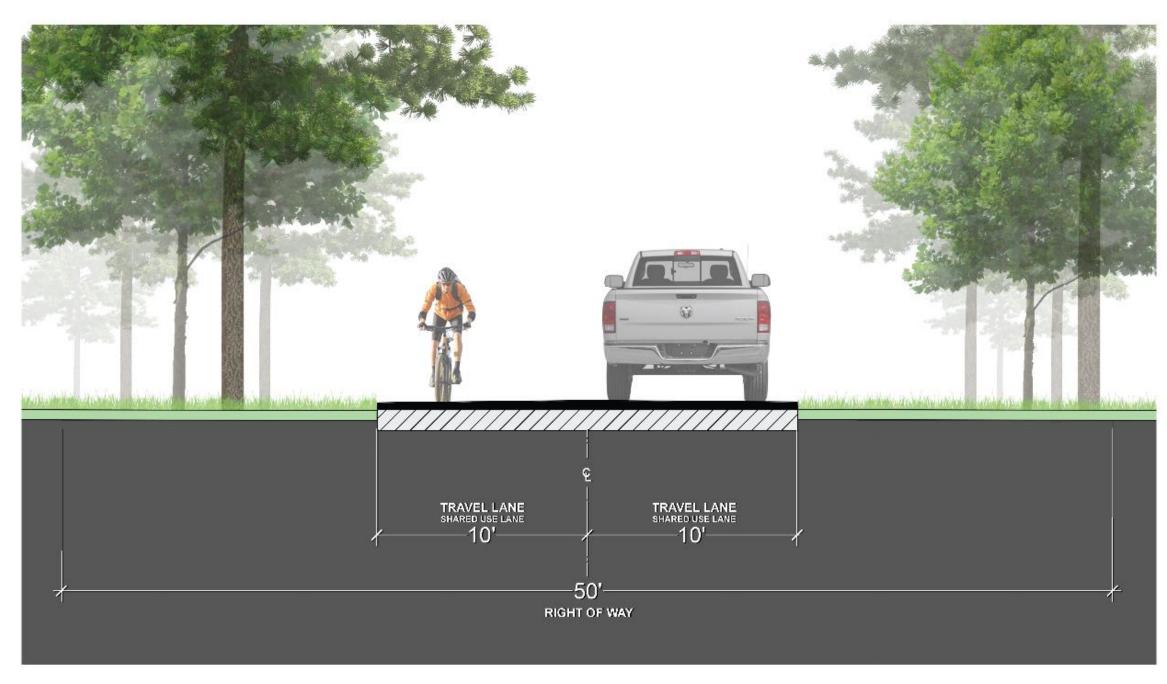


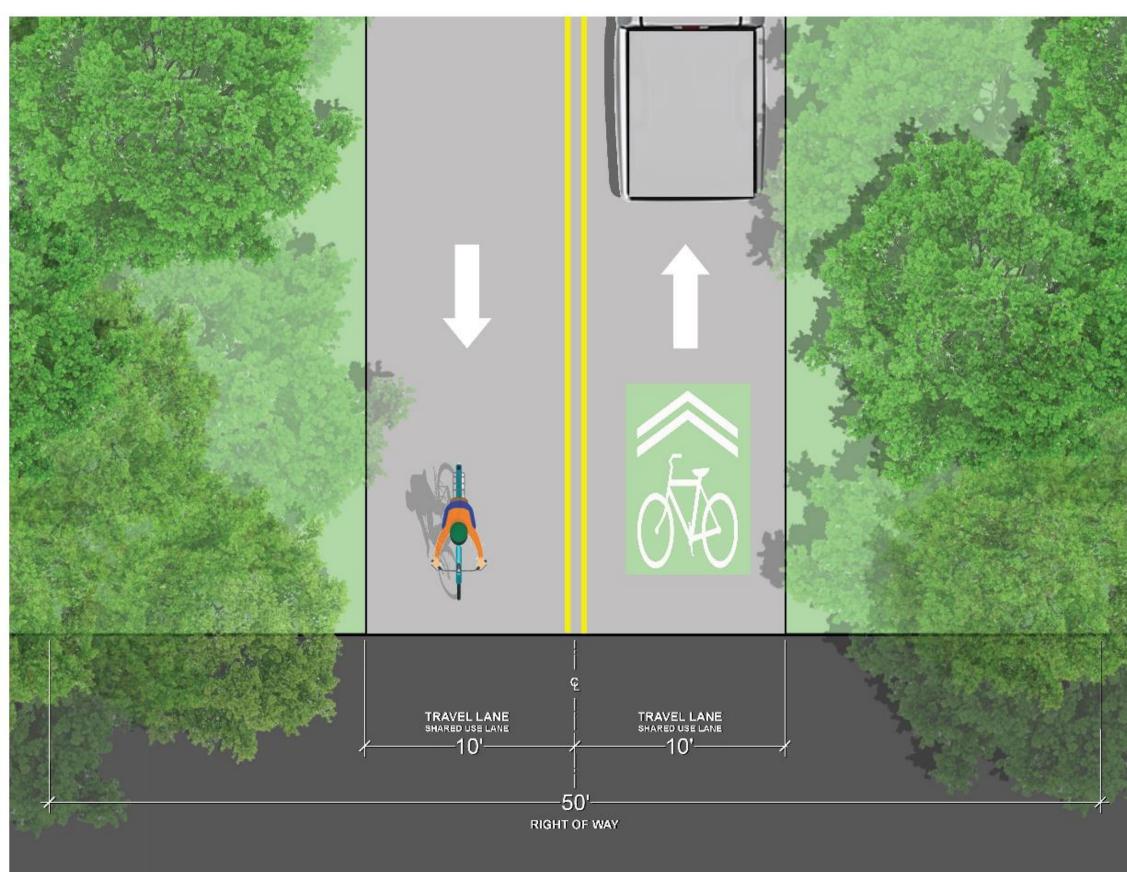
Paved Trail: Typically 10-12 ft. wide asphalt with a 2 ft. clear zone on each side.





Paved Trail Adjacent to Roadway: Typically 10-12 ft. wide with a 2 ft. clear zone on outer edge. Requires a vertical delineator between the trail and vehicle travel lanes.





Shared Lane Markings: Pavement markings and signage indicating the cyclist's ability to use the vehicle travel lanes. Can be customized.



February 16, 2018

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner/Project Manager

SUBJECT: Trail Crossings Study

The TPO enlisted Kimley-Horn & Associates to analyze trails crossings on SR 35 and NE 58th Avenue that will be a part of the Silver Springs to Downtown Trail and the Indian Lake State Trail. A FINAL report of the analysis was submitted to TPO staff, on January 18, 2018, that documented the existing conditions and recommended treatments at both locations.

This document has been included for your review. TPO staff will offer a brief presentation to outline the purpose and recommended treatments for both crossings at the February 27th meeting.

Should you have any questions prior to the regularly scheduled meeting, please contact TPO staff at 352-629-8297.



TRAIL CROSSING STUDY

To: Michael Daniels, Ocala/Marion County Transportation Planning Organization

From: Amber L. Gartner, P.E., Kimley-Horn and Associates, Inc.

Date: January 18, 2018

RE: SR 35 & NE 58th Avenue Trail Crossing Studies – January 2018 Revision

Task Order KHA-2017-01

Kimley-Horn Project No. 040868020

The purpose of the study is to evaluate crossing treatment options at two future trail crossing/connection locations and provide recommendations for the appropriate treatment to include in any future design phases of the project. This study focuses on the following two trail crossings, per the request of the Ocala/Marion County Transportation Planning Organization (TPO):

- A trail crossing at State Road (SR) 35 to connect the downtown trail to the Silver Springs
 State Park
- A trail crossing at NE 58th Avenue to connect the Indian Lake State Forest and Silver Springs State Forest

The existing conditions of the roadways subject to each trail crossing location were reviewed to identify the appropriate facility treatments. The roadway characteristics, posted speed limit, traffic volume, and crash history were evaluated in the review for the appropriate location and treatment. Guidance from the Florida Department of Transportation (FDOT) and the Manual on Uniform Traffic Control Devices were utilized in the determination of the recommended crossing treatment.

A conceptual layout of each recommended crossing location and treatment was prepared and discussed with stakeholders from Marion County Planning, Marion County Parks and Recreation, Florida Park Service, FDOT, and the TPO. This study has been updated to reflect the December 2017 notice from FHWA terminating their approval of the use of Rectangular Rapid Flashing Beacons (RRFB) for mid-block pedestrian crossings. Input from the stakeholders was incorporated into the final recommendations within this study.



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BACKGROUND

Marion County has several miles of planned paved trails to provide connectivity to local destinations, trailheads, and parks within Marion County as well as future connectivity to the regional trail system within North Central Florida. The Ocala/Marion County TPO's 2035 Bicycle & Pedestrian Master Plan depicts the network of trails planned in and around Ocala, including those for which these crossings are being evaluated (see Attachments 2 and 3 for maps from the Master Plan).

Consistent with the Master Plan, the SR 35 crossing at Silver Springs State Park would serve to connect the Downtown Ocala Connector on the west side of SR 35 to the Silver Springs Bikeway on the east side of SR 35. The crossing would also provide connection from the Downtown Ocala Connector to the Silver Springs State Park. The NE 58th Avenue crossing at the Indian Lake State Forest would serve to connect the Indian Lake Connector to the Indian Lake Campground and its associated trailheads.

The Ocala/Marion County TPO 2017/18 – 2021/22 Amended Transportation Improvement Program (TIP) identifies design funding for the Downtown Ocala (Connector) Trail, the Indian Lake Trail, and the Silver Springs Bikeway. **Table 1** summarizes the limits, phases, and years of the funding (**see Attachment 1** for relevant pages from the TIP).

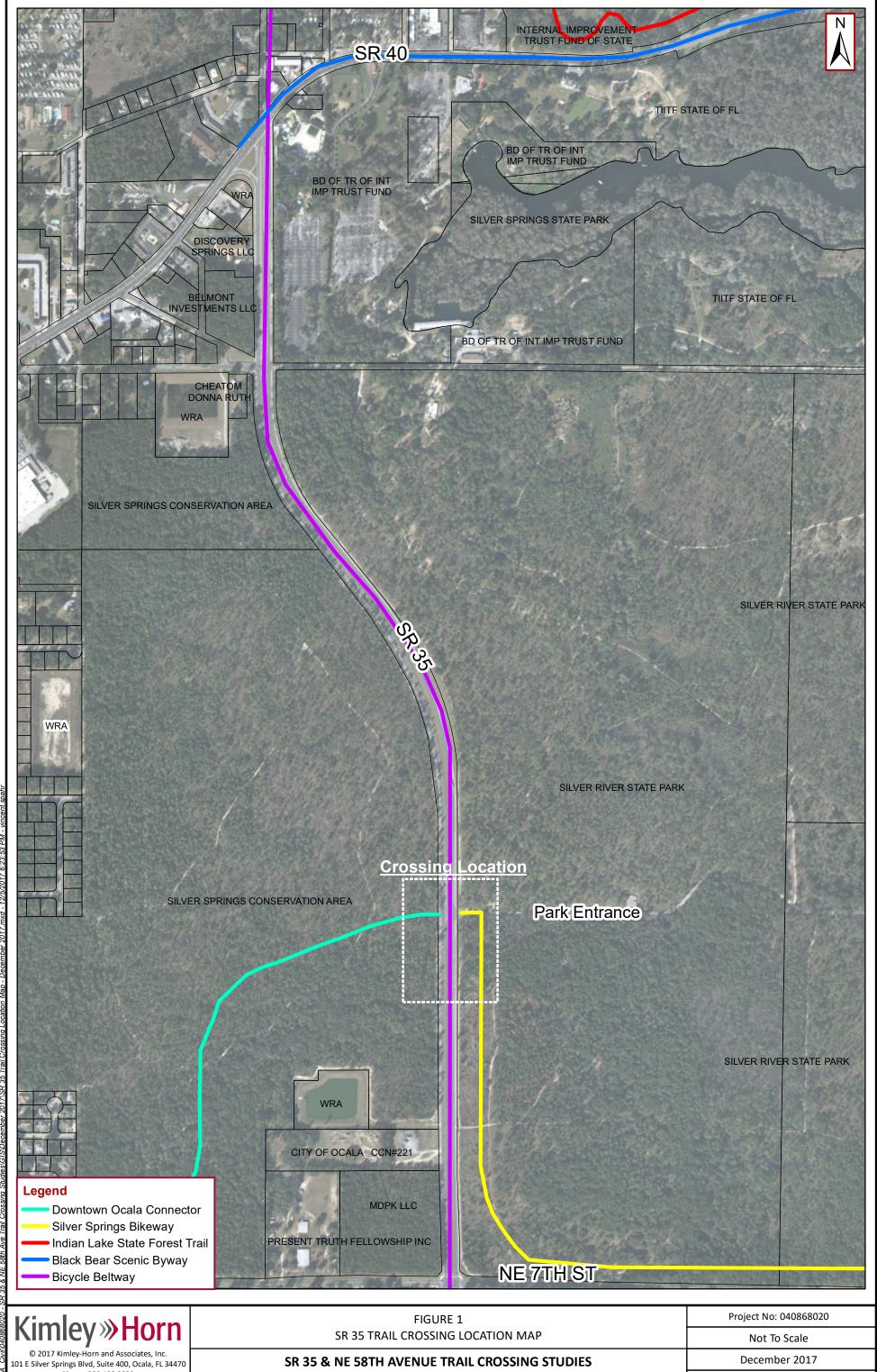
Trail Limits **Phase** Year Osceola Avenue to Downtown Ocala Connector 2020 Design Silver Springs State Park Silver Springs State Park to Indian Lake Trail 2019 Design Indian Lake Park SE 64th Avenue Road to Design & 2018 (Design) Silver Springs Bikeway Silver Springs State Park Construction 2020 (Construction)

Table 1: Ocala/Marion County TPO TIP Funding Summary

The TPO has requested that this study be performed in advance of the design of the respective sections of trail to provide recommendations for the appropriate crossing location and treatment to be incorporated into the design phase of the trail projects.

Figure 1 and Figure 2 illustrate the location of the two trail crossings evaluated within this study.

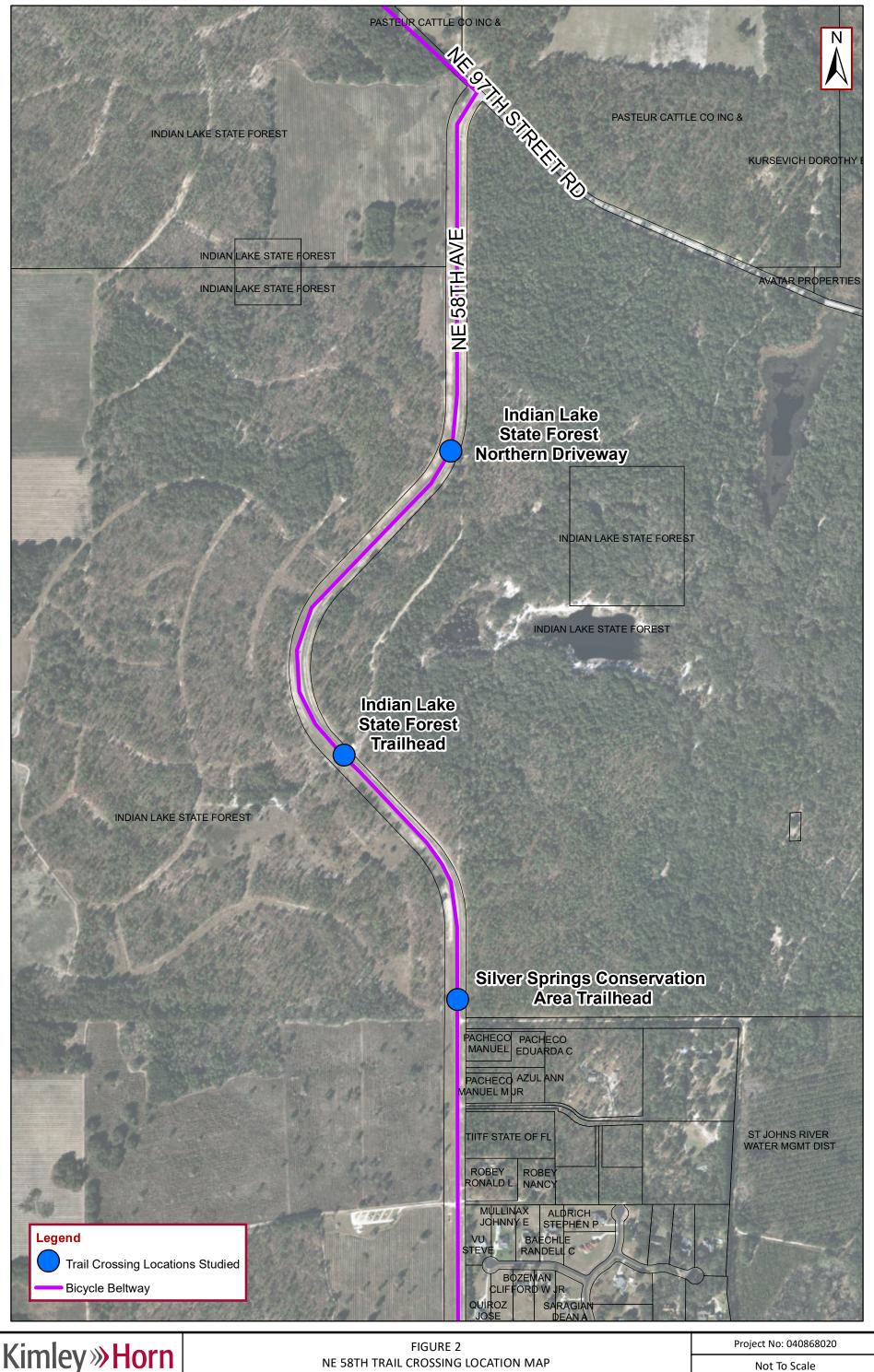
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MARION COUNTY, FLORIDA



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NE 58TH TRAIL CROSSING LOCATION MAP

SR 35 & NE 58TH AVENUE TRAIL CROSSING STUDIES

MARION COUNTY, FLORIDA

December 2017

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EVALUATION CRITERIA

The assessment of each potential trail crossing location included reviews of existing field conditions, existing traffic, speed data, crash history, trail plans, and pertinent FDOT design criteria for mid-block crossings.

The MUTCD and FDOT criteria for mid-block pedestrian crossings were utilized for evaluation and recommendation of the crossing location and treatment type.

Section 3.8 of the FDOT's *Traffic Engineering Manual (TEM)* addresses marked pedestrian crosswalks at midblock and uncontrolled approach locations and establishes definitions, criteria, and standards for installation and operation on the State Highway System.

Section 3.8.5(3)(c) of the TEM states that multi-use trail crossings are not subject to the minimum pedestrian crossing volumes that are otherwise required to warrant mid-block crossing treatments. This exemption is provided "in order to promote the use of multi-use paths and reduce the impacts roadway crossings can create for pedestrians and bicyclists." The same section of the *TEM* states that "care should be given to selecting the appropriate location and crossing treatment for multi-use trails."

The guidance within the TEM was utilized for the recommendations within this study.



SR 35 CROSSING AT SILVER SPRINGS STATE PARK

The Downtown Ocala Connector is a +/- 6 mile trail from downtown Ocala to the Silver Springs Conservation Area located north of NE 7th Street and west of SR 35. The Silver Springs Bikeway Phase I is a +/- 4.5 mile trail that will be partially within the Silver Springs State Park, located on the east side of SR 35, north of NE 7th Street. The SR 35 trail crossing would serve to connect the Downtown Ocala Connector through the Silver Springs Conservation Area on the west side of SR 35 to the Silver Springs Bikeway multi-use trail through the Silver Springs State Park on the east side of SR 35. This crossing would subsequently connect the Downtown Ocala Trail to the Heart of Florida Loop Trail System.

There is a current vehicular entrance to the Silver Springs State Park campground on the east side of SR 35 located approximately one-half mile north of the signalized intersection of SR 35 and NE 7th Street. This was initially discussed as the preferred crossing location for the trail connection across SR 35.

Existing Conditions

SR 35 is classified as an urban minor arterial within the vicinity of the proposed trail crossing and has a posted speed limit of 45 miles per hour (mph). SR 35 has two vehicular travel lanes in each direction, standard designated bike lanes in each direction, and a wide (>30 feet) recessed grass median. At the entrance to the Silver Springs State Park, there is a full median opening with left-turn lanes in both directions and a right-turn lane in the northbound direction. The driveway from the park entrance is stop-controlled with free-flow traffic movements on SR 35.

SR 35 within the vicinity of the project has an AADT of 14,400 vehicles per day based on the FDOT 2016 Florida Traffic Online. The AM peak hour traffic volume is 882 vehicles per hour (500 NB, 382 SB). The PM peak hour traffic volume is 1,331 vehicles per hour (574 NB, 757 SB).

Speed data was collected by Marion County Transportation. The recorded 85th percentile speed along SR 35 is 54 mph northbound and 53 mph southbound, both above the posted 45-mph speed limit.

Sidewalks exist on both sides of SR 35, but no crossings are marked at the intersection. Both sides of SR 35 have curb and gutter drainage. Cross-slopes near the entrance to Silver River State Park were measured at an average of 2.1 percent. A normal crown configuration was observed (either side sloped toward its respective curb).

Potential utility conflicts (gas, water/sewer, and electrical) along SR 35 at the SR 35 crossing were discussed during the stakeholder meeting. Utility coordination will be needed to coordinate any impacts and/or relocations needed due to the mid-block crossing.

Photographs showing the existing roadway conditions on SR 35 are provided below.

Historic Crash Data

Five years (2012-2016) of historic crash data were obtained from the Signal Four Analytics program within 500 feet of the proposed crossing location. Within the vicinity of the proposed crossing, there

was only one crash reported over the five-year period. The crash occurred under dark conditions as a result of a southbound vehicle swerving into a curb to avoid a deer crossing the roadway.



Photograph 1 – Looking north on SR 35 from the proposed crossing location



Photograph 2 – Looking south on SR 35 from the proposed crossing location

Recommended Crossing Treatment

A Pedestrian Hybrid Beacon crossing treatment is recommended for the crossing on SR 35 due to the high traffic volumes on the roadway, high recorded vehicle speeds, and large crossing distance. The Hybrid Beacon will be mounted overhead for greater visibility and due to the multiple vehicle approach lanes. The Hybrid Beacon will be operated as specified in the MUTCD with a combination of steady yellow, steady red, and flashing red indications. The Hybrid Beacon will be pedestrian/bicyclist activated. The signal heads will remain dark until activated by a pedestrian/bicyclist.

Pedestrian Hybrid Beacons are not intended for use at intersections or driveways and are recommended to be placed at least 100 feet from driveways controlled by stop signs. Because of the northbound left-turn and northbound right-turn lanes provided at the park entrance, it is recommended

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that the crossing be located approximately 800 feet south of the Silver Springs State Park entrance, outside of the influence area of the turn lanes. This location is more than a quarter-mile north of the signalized intersection of SR 35 with NE 7th Street. Having the crosswalk at this location will reduce the crossing distance by providing a larger median area for refuge.

Sight distance was measured in the field at the proposed crossing location and was documented to be in excess of the 425 feet required for a 50-mph design speed in FDOT's *Plans Preparation Manual (PPM)*.

The *TEM* provides further guidance for Pedestrian Hybrid Beacons being used to cross more than 80 feet. In such cases, consideration should be given to a two-stage crossing, in which Pedestrian Hybrid Beacons serve pedestrians and bicyclists cross each direction of vehicular traffic independently, with a refuge area in the median. The crossing distance of approximately 100 feet at this location meets this criterion. Providing a two-stage crossing will reduce the vehicle delay associated with the crossing.

Ten-foot wide minimum Special Emphasis Crosswalk markings are required per FDOT's Design Standards, Index No. 17346, which is included as **Attachment 4**. Alternative crosswalk treatments, such as patterned/textured pavement, may be implemented to provide for additional emphasis and placemaking at the crossing. Red brick patterned/textured pavement crossing treatments have recently been constructed on SR 40 at the intersection with Martin Luther King Jr. Avenue in the City of Ocala. This crosswalk treatment is also being constructed with the Osceola Avenue multi-modal trail improvements in the City of Ocala. Use of a patterned/textured pavement crossing on SR 35 will require review and approval by FDOT.

Supplemental signage is also recommended, consistent with Index No. 17346. Overhead lighting is recommended for improved visibility of the pedestrians/bicyclists and to be consistent with FDOT Design Standards. Per discussion with Florida Park Service staff, lighting that reduces light emissions to the surrounding Parks and Recreation Areas is preferred.

Additional destination signage may be incorporated into the design of the crossing, in keeping with the branding for the trail system, to provide for enhanced visibility for the crossing and incorporate placemaking into the trail connection.

Utility coordination will be needed to coordinate any impacts and/or relocations needed due to the installation of the pedestrian activated hybrid beacon.

A conceptual layout of the proposed crossing location is provided in Figure 2.



Opinion of Probable Construction Cost

A planning-level Opinion of Probable Cost (OPC) was developed for the recommended Pedestrian Hybrid Beacon treatment on SR 35 at the Silver Springs State Park. The estimated construction costs were developed using historical cost information published by FDOT. Due to current conditions in the construction industry, a 25% contingency was added to account for the current escalation in construction costs. However, the OPC may still be below actual bids at the time of construction.

Based on the most recent cost information published by FDOT, the mid-block crossing with Pedestrian Hybrid Beacon at this location is estimated to cost approximately \$285,000. The OPC is provided as **Attachment 6**.



NE 58TH AVENUE CROSSING AT INDIAN LAKE STATE FOREST

The NE 58th Avenue trail crossing at the Indian Lake State Forest would serve to connect the Indian Lake Connector Trail to the Indian Lake Campground and its associated trailheads. Three locations were evaluated for the trail crossing of NE 58th Avenue, based on input from Marion County, the TPO, and the Kimley-Horn project team.

Existing Conditions

NE 58th Avenue is classified as a rural minor collector in the area and has a posted speed limit of 55 mph. This segment of NE 58th Avenue is an undivided two-lane facility with no bike lanes, shoulders, or sidewalks. The traffic volume is 2,300 vehicles per day based on FDOT 2016 Florida Traffic Online.

Speed data was collected by Marion County Transportation. The 85th percentile speed recorded along NE 58th Avenue is 50 mph northbound and 54 mph southbound, both below the posted 55-mph speed limit.

Southern Location

The southern crossing location is +/- 1.75 miles north of the signalized intersection of NE 58th Avenue at SR 326. There is a driveway on the east side of the roadway for a gravel parking lot to the Silver Springs Forest Conservation Area. The slope of the roadway was measured to be between 2 and 3 percent. Overhead utilities are present on the west side of the road and a buried gas line was marked on the east side of the roadway.

The driveway to the gravel lot is approximately 800 feet south of a westward curve in NE 58th Avenue. Sight distance was measured in the field at the proposed crossing location and was documented to be in excess of that required for 55-mph design speed in FDOT's *Greenbook*.



Photograph 3 – Looking south at the southern NE 58th Avenue crossing location, Silver Springs Forest Conservation Area driveway

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Central Location

The central location is +/- 0.4 miles north of the southern location. There is a driveway on the east side of the roadway for access to a gravel parking lot to the Indian Lake State Forest Bear-N-Oak Trailhead. A buried gas line is marked on the east side of NE 58th Avenue.

This location is in the middle of an S-curve in NE 58th Avenue. The curve to the north begins approximately 250 feet from the trailhead, and the curve to the south begins approximately 850 feet from the trailhead. The slope of the roadway was measured between 3.6 and 5.1 percent, sloping downward to the east. Sight distance was measured in the field at the proposed crossing location and was documented to be in excess of that required for 55-mph design speed in FDOT's *Greenbook*.



Photograph 4 – Looking north from the central NE 58th Avenue crossing location, Indian Lake State Forest Bear-N-Oak Trailhead driveway

Northern Location

The northern location is +/- 0.5 miles north of the central location. There is a driveway on the east side of the roadway. Overhead utilities span NE 58th Avenue just north of the driveway and continue north along the west side of the roadway. A buried gas line is marked on the east side of NE 58th Avenue.

This location is in the middle of a westward curve in NE 58th Avenue. The slope of the roadway was measured between 7.2 and 8.8 percent, sloping downward to the west. Sight distance was measured in the field at the proposed crossing location and was documented to be in excess of that required for 55-mph design speed in FDOT's *Greenbook*.



Photograph 5 – Looking south at the north NE 58th Avenue crossing location, Indian Lake State Forest, northern driveway

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Historic Crash Data

Five years (2012-2016) of historic crash data were obtained from the Signal Four Analytics program within 500 feet of each proposed crossing location. Within the vicinity of the southern location, there was only one crash reported over the five-year period. The crash occurred under dark conditions as a result of a northbound vehicle striking a deer crossing the roadway. Within the vicinity of the central crossing location, there were four crashes reported from 2012 to 2016. All four of the reported crashes were off road crashes. Two crashes occurred under dark conditions, and two crashes were reported as a result of a driver swerving to avoid a deer crossing the roadway. There were no crashes reported between 2012 and 2016 at the northern location.

Recommended Crossing Location and Treatment

The recommended crossing location is the southern location. This is due to the proximity to superelevated curves and high roadway cross-slopes at the northern and central locations. The southern location has sufficient sight distance and has lower cross-slopes when compared to the northern and central locations. The crossing is recommended to be 100 feet north of the driveway at the Silver Springs Conservation Area trailhead to provide for improved sight distance and to meet design requirements for a mid-block crossing.

The recommended treatment for the crossing is post-mounted Flashing Yellow Warning Beacons on both sides of NE 58th Avenue. This treatment is recommended due to the low traffic volumes on NE 58th Avenue, high visibility of the location, and narrow crossing distance for bicyclists/pedestrians. Flashing Yellow Warning Beacons are considered an appropriate crossing treatment for uncontrolled approaches and tend to show high compliance rates at a lower cost than pedestrian signalization. Per the *TEM*, Flashing Yellow Warning Beacons must be pedestrian-actuated either by pushbutton or by passive detection devices. The Warning Beacons should be post mounted with a configuration of two vertically aligned warning beacons, operated in an alternating flash pattern.

As with all pedestrian crossing treatments, ten-foot wide minimum Special Emphasis Crosswalk markings should be used, as shown in FDOT's Design Standards, Index No. 17346. Supplemental signage is also recommended, consistent with Index No. 17346. Overhead lighting is recommended for improved visibility of the pedestrians/bicyclists and to be consistent with FDOT Design Standards. Per discussion with Florida Park Service staff, lighting that will reduce light emission to the surrounding Parks and Recreation Areas is preferred.

A conceptual layout of the proposed crossing location is provided in **Figure 2**.



Opinion of Probable Construction Cost

A planning-level OPC was developed for the recommended treatment on NE 58th Avenue. The estimated construction costs were developed using historical cost information published by FDOT. Due to current conditions in the construction industry, a 25% contingency was added to account for the current escalation in construction costs. However, the OPC may still be below actual bids at the time of construction.

Based on the most recent cost information published by FDOT, the mid-block crossing with Flashing Yellow Warning Beacons at this location is estimated to cost approximately \$46,000. The OPC is provided as **Attachment 6**.



STAKEHOLDER INPUT

A stakeholder meeting was held on November 8th, 2017 to present the recommended trail crossing concepts and receive input. A project background and overview of the project was provided, followed by detailed discussion of each crossing location and recommended treatment.

The following stakeholders were present at the meeting:

- Ocala/Marion County TPO
- Marion County Parks and Recreation
- Marion County Planning
- Florida Department of Transportation

A separate stakeholder meeting was held with Florida Park Service staff on November 17, 2017.

Potential utility conflicts (gas, water/sewer, and electrical) along SR 35 at the SR 35 crossing were discussed during the meeting. Utility coordination will be needed to coordinate any impacts and/or relocations needed for the pedestrian activated hybrid beacon.

Alternative decorative treatment of the crosswalk on SR 35 was discussed. A high-emphasis crosswalk marking is the require treatment by FDOT design standards for a mid-block crossing location.

Potential lighting treatments of the trail crossings was discussed as a safety improvement for increased visibility of bicyclists/pedestrians crossing SR 35 and NE 58th Avenue. Crosswalk illumination is required by FDOT standards for crosswalks at uncontrolled locations. The Florida Park Service expressed concerns about overhead lighting and potential impact to wildlife, as both locations are surrounded by State Lands. Input was provided that the crossings being installed for the trails under construction through the Cross Florida Greenway do not include overhead lighting, and that maybe overhead lighting should not be required at the NE 58th Avenue crossing as the traffic volumes are low and it is not a FDOT facility.

The stakeholders were in support of the proposed crossing locations and treatments. Meeting minutes are included in **Attachment 5**.



SUMMARY

This memorandum summarizes the existing conditions and recommendations for two future trail crossings within Marion County; one on SR 35 to connect the Downtown Ocala Connector trail to the Silver Springs Bikeway trail, and one on NE 58th Avenue to connect the Indian Lake Connector trail to the Indian Lake Campground. These two roadway crossings are essential in the connection of the extensive paved trail system planned throughout Marion County, sections of which have recently been constructed or are planned for construction within the next five years. The recommendations provided within this study will be used during the future design of the respective trail segments.

The trail crossing on SR 35 is recommended to have a pedestrian activated pedestrian hybrid beacon treatment due to the large crossing distance, high traffic volume, and high vehicle speeds. The trail crossing on NE 58th Avenue is recommended to have a pedestrian activated/sensor Flashing Yellow Warning Beacon treatment due to the low traffic volumes, high visibility, and short crossing distance.

The design and construction aspects of the recommended crossing treatments should comply with specifications and requirements in the FDOT *Greenbook*, FDOT *PPM*, FDOT Design Standards, MUTCD and all other pertinent jurisdictional standards. Permitting with FDOT will be required for the trail crossing on SR 35, as this roadway is owned and maintained by FDOT. Permitting with Marion County will be required for the crossing on NE 58th Avenue, as this roadway is owned and maintained by Marion County.

At both proposed crossings, adequate lighting should be provided to improve visibility of pedestrians, bicyclists, and all other trail users. Care should be taken to direct lighting treatments at the crossings to minimize light intrusion on surrounding conservation and wildlife management areas.

Aesthetic features, such as patterned/textured pavement crosswalks and destination signage, may be incorporated into the design of the SR 35 crossing to provide enhanced visibility and placemaking for this major trail connection. Design within SR 35 right-of-way is subject to FDOT review and approval.

During subsequent phases of this project, coordination with utilities along and within the right-of-way of SR 35 and NE 58th Avenue will be required. As necessary, the specific locations of the recommended crossing treatments may be adjusted to avoid conflict with utilities, provided that sufficient sight distance is maintained and adequate distance remains between the crossings and adjacent intersections and driveways.

This letter and attachments summarize the crossing recommendations for the trail crossings on SR 35 and NE 58th Avenue. We appreciate the opportunity to work with you on this project, and look forward to continued support for this project as it moves into the next phase.

Attachments:

- 1: Ocala/Marion County TIP Excerpt
- 2: Marion County Regional Trail Projects Map
- 3: Trails and Open Space Silver Springs Regional Connectivity Map
- 4: FDOT Design Standards Index 17346
- 5: Stakeholder Meeting Minutes
- 6: Opinion of Probable Construction Cost



ATTACHMENTS

040868020 January 2018



ATTACHMENT 1: Ocala / Marion County TIP Excerpt

040868020 January 2018

Ocala/Marion County TPO Regional Trail Priorities FY 2016

Priority	Project	From	То	Length (mi)	Regional Trail	Phase	Phase Estimate		Notes
1	Pruitt Trail	Bridges Road	SR 200	9.5	HOF	CST	\$	3,325,000	CST FY 2021 (Delayed). need to contact Jim Couliard, deal seems to be done. Significant archaeological site (need to set up meeting)
2	Silver Springs Bikeway - Phase I	Baseline Paved Trail - North Trailhead	Silver Springs State Park	7.5	HOF	DES	\$	225,000	CST FY 2018.
3	Downtown Ocala Trail	Ocala City Hall	Silver Springs State Park	6	-	CST	\$	1,800,000	DES FY 2020.
4	CR 484 - Pennsylvania Ave. Multi-Modal Improvements w/ Bridge Option	Blue Run Park	Mary Street	0.8	-	DES	\$	75,000	
5	Indian Lake Trail	Silver Springs State Park	Indian Lake Trailhead	5	-	DES	\$	155,000	Design funded in FY 2019.
6	Silver Springs Bikeway Phase II	Baseline Paved Trail - North Trailhead	CR 42	18.5	HOF	DES	\$	555,000	
7	Belleview Greenway Trail	Lake Lillian Park	Cross Florida Greenway	5.3	-	DES	\$	159,000	Feasibility study FY 2018.
8	Watula Trail	Tuscawilla Art Park	NE 8th St/SR 492	0.5	-	CST		TBD	Design FY 2018
9	Ocala National Forest Trail	Silver Springs State Park	Wildcat Lake Boat Ramp (1 mi. east of SR 19)	27	HOF	PD&E	\$	750,000	PD&E FY 2020.
10	Silver Springs to Hawthorne Trail	Silver Springs State Park		Approx. 30	-	PD&E	\$	750,000	
	Funded Projects								
	Land Bridge Gap	SR 200	SW 49th Avenue	8.25	HOF	DES/CST	\$	3,300,000	Bids received. 240-270 days
	Santos West Gap	SW 49th Avenue	Santos Trail Head	7.4	HOF	DES/CST	\$	2,200,000	Bids received. 240-270 days Baseline to Santos trail new funding source?

CST - Construction

DEP - Department of Environmental Protection

DES - Design

HOF - Heart of Florida Loop

PD&E - Project Development & Environmental Study

ROW - Right-of-way

DOWNTOWN OCALA TO SILVER SPRINGS TRAIL

4367561

Non-SIS



Work Summary: BIKE PATH From: OSCEOLA AVE

To: SILVER SPRINGS STATE PARK

Lead Agency: City of Ocala Length: .000

LRTP #: GOAL 1: Objective 2 -

Page 2-8

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
PE	TALL	0	0	253,000	0	0	253,000
Total		0	0	253,000	0	0	253,000

Prior Cost < 2017/18: 0 **Future Cost > 2021/22:** 0

Total Project Cost: 253,000

Project Description: Construct/designate an eight to twelve-foot multi-use path from Osceola Avenue to Silver Springs State Park.

SILVER SPRINGS BIKEWAY 4354861 Non-SIS



Work Summary: BIKE PATH From: SE 64TH AVE RD

To: SILVER SPRINGS STATE PARK

Lead Agency: Marion County Length: .000

LRTP #: GOAL 1: Objective 2 -

Page 2-8

Total	2021/22	2020/21	2019/20	2018/19	2017/18	Fund Source	Phase
25,000	0	0	0	0	25,000	TALT	PE
2,594,547	0	0	2,594,547	0	0	TALT	CST
1,412,773	0	0	1,412,773	0	0	SL	CST
472,724	0	0	472,724	0	0	TALL	CST
4,505,044	0	0	4,480,044	0	25,000		Total

Prior Cost < 2017/18: 500,000

Future Cost > 2021/22:

Total Project Cost: 5,005,044

Project Description: Construct a twelve-foot paved multi-use path from Silver Springs State Park to CR 42 along the Ocklawaha River, primarily along the

existing levy system.

INDIAN LAKE TRAIL FROM SILVER SPRINGS STATE PARK TO

4367551

Non-SIS

No Map Available Work Summary: BIKE PATH From: SILVER SPRINGS PARK

To: INDIAN LAKE PARK

Lead Agency: Marion County **Length:** .000

LRTP #: GOAL 1: Objective 2 -

Page 2-8

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
PE	TALL	0	155,000	0	0	0	155,000
Total	-	0	155,000	0	0	0	155,000

Prior Cost < 2017/18: 0 **Future Cost > 2021/22:** 0

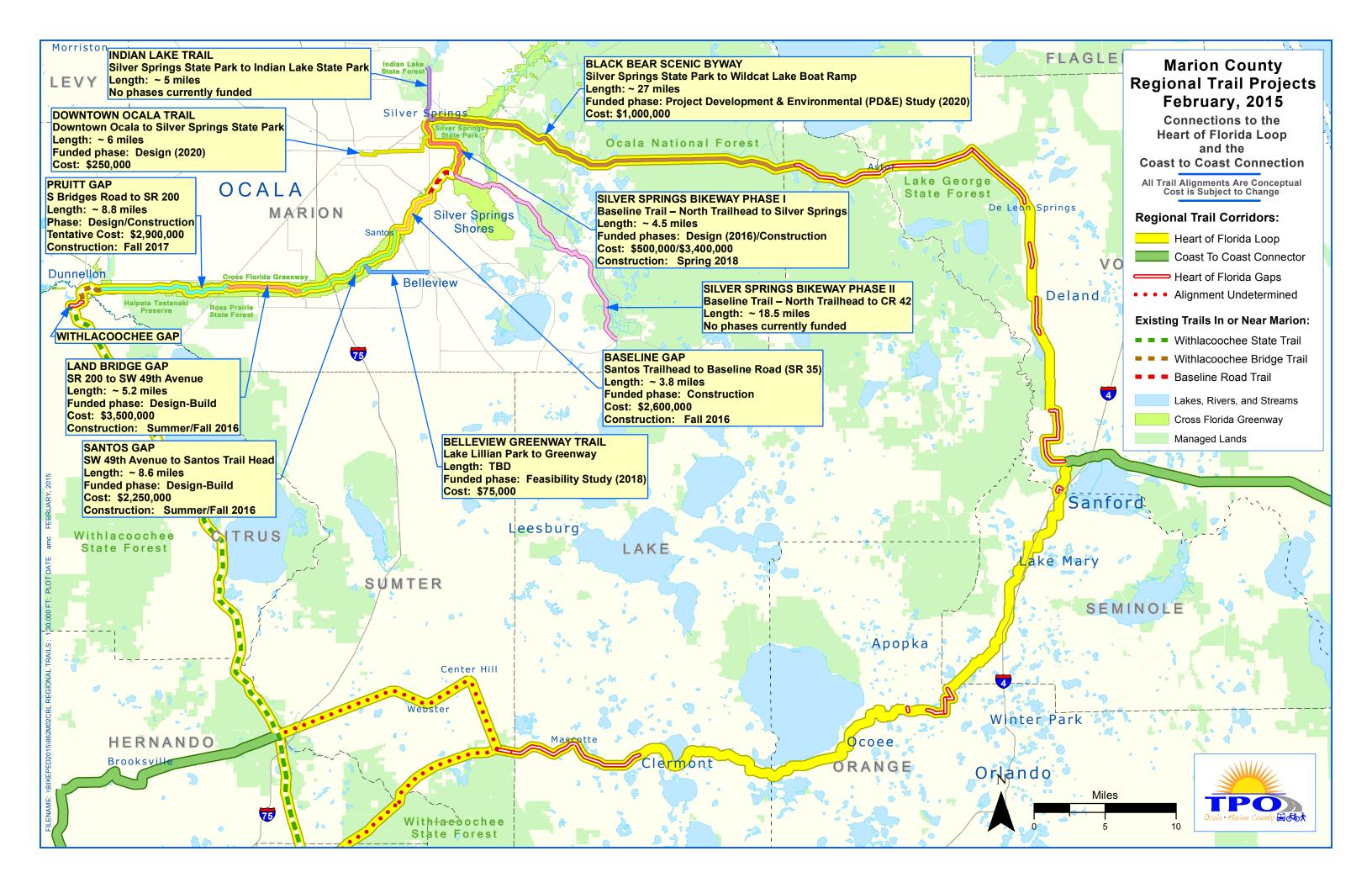
Total Project Cost: 155,000

Project Description: Construct approximately five miles of twelve-foot wide multi-use path from Silver Springs State Park north to Indian Lakes Park.



ATTACHMENT 2: Marion County Regional Trail Projects Map

040868020 January 2018





ATTACHMENT 3: Trails and Open Space – Silver Springs Regional Connectivity Map

040868020 January 2018

Trails and Open Space Connectivty Silver Springs Regional Connectivity

Marion County FLORIDA PARKS AND RECREATION



ATTACHMENT 4: FDOT Design Standards Index 17346

040868020 January 2018

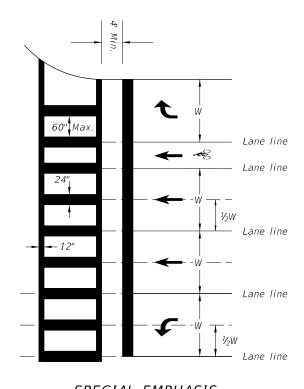
GENERAL NOTES

- 1. For traffic and pedestrian signal installation, refer to Index No. 17721 through 17890.
- 2. For public sidewalk curb ramps, refer to Index No. 304.
- 3. For pavement marking and sign installation, refer to Indexes 11200 through 17356.
- 4. Crosswalk minimum widths: Intersection Crosswalk 6'. Midblock Crosswalk 10'.
- 5. All crosswalk marking must be white.
- 6. Longitudinal markings in Special Emphasis Crosswalk must be 24" wide and spaced to avoid the wheel path of vehicles (see detail). Center the longitudinal markings at each lane line. Place additional longitudinal markings at the center of each lane (1/2W). The maximum spacing allowed between longitudinal markings is 60".

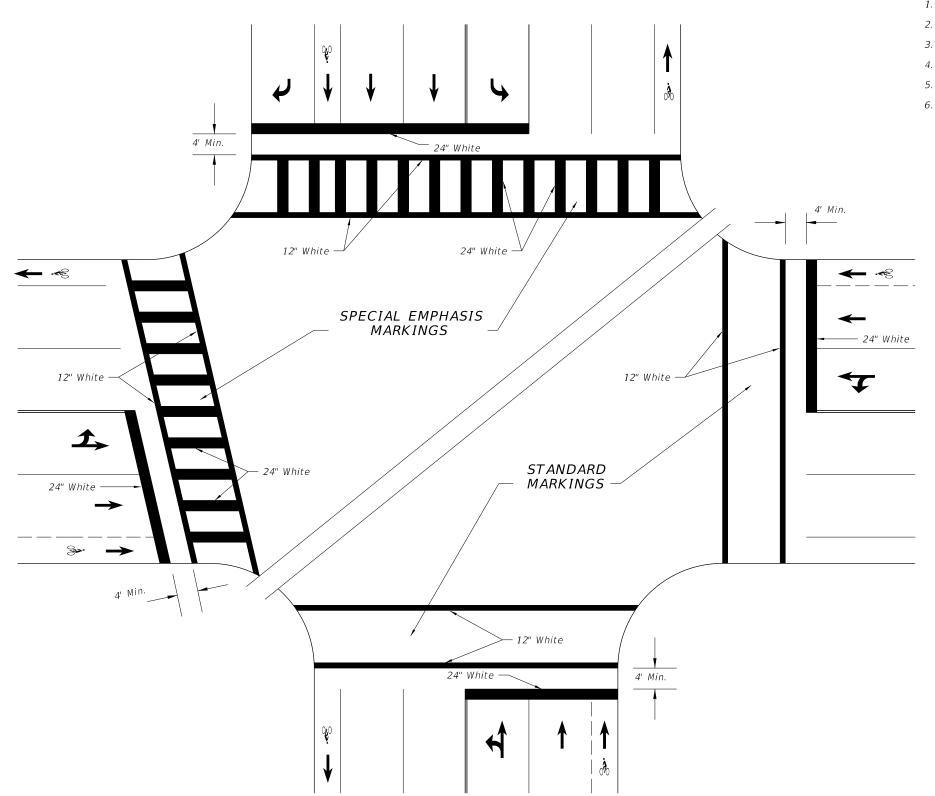
When the Crosswalk is skewed to the lane lines, the longitudinal markings should be parallel to the lane lines.

24" Longitudinal Bars in Special Emphasis Crosswalk must be preformed thermoplastic.

12" Transverse lines in the Special Emphasis Crosswalk may be standard thermoplastic or preformed thermoplastic.



SPECIAL EMPHASIS CROSSWALK MARKING DETAIL



SPECIAL EMPHASIS AND STANDARD CROSSWALKS SIGNALIZED OR STOP SIGN CONTROLLED INTERSECTION

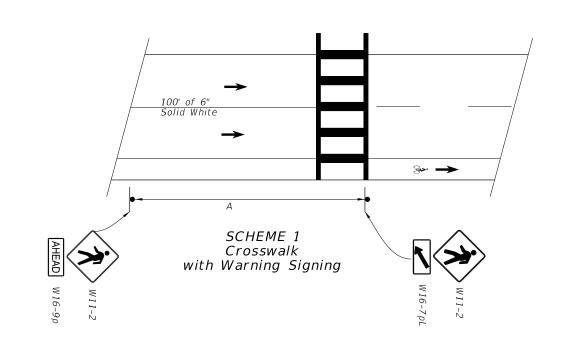
REVISION 11/01/16

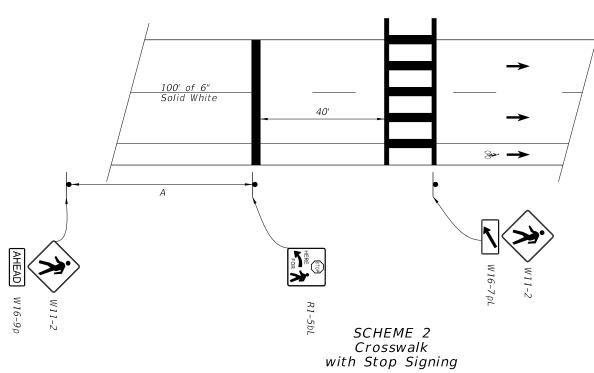
DESCRIPTION:

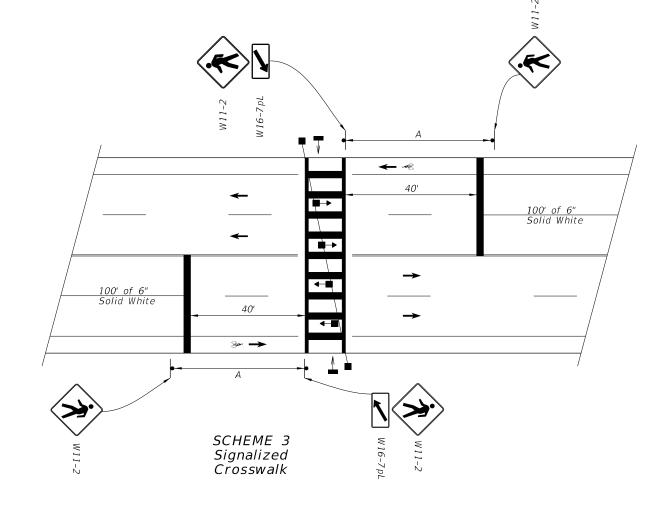
FY 2017-18 DESIGN STANDARDS

INDEX NO. 17346

SHEET NO. 12 of 17







APPROACH SPEED MPH	A-SUGGESTED DISTANCE (Ft.)
25 Or Less	200
26 To 35	250
36 To 45	300

- 1. Plans shall indicate which crosswalk scheme is to be used.
- The details shown do not depict the signing and markings for multi-lane roadways with divided medians. For these applications, additional signs shall be installed on the median side. Minimum width of Mid-Block Crosswalks is 10'.
- All mid-block crosswalks shall use special emphasis crosswalk markings.
- 4. Crosswalk marking shall be preformed marking materials.

REVISION 11/01/16

DESCRIPTION:

FY 2017-18 DESIGN STANDARDS

PAVEMENT MARKINGS

INDEX NO. 17346

SHEET NO. 13 of 17



ATTACHMENT 5: Stakeholder Meeting Minutes

040868020 January 2018





TPO Trail Crossing Study Stakeholders Meeting SR 35 & NE 58th Avenue Trail Crossing Studies

12:00 PM on Wednesday, November 8, 2017 Ocala/ Marion County TPO Office, Ocala, FL

NAME	AGENCY	EMAIL ADDRESS
Amber Gartner	Kimley-Horn	amber.gartner@kimley-horn.com
Alex Memering	Kimley-Horn	alex.memering@kimley-horn.com
Mike Daniels	Ocala/Marion County TPO	mdaniels@ocalafl.org
Ken Odom	Ocala/Marion County TPO	kodom@ocalafl.org
Ronda Daniell	FDOT – Ocala Operations	ronda.daniell@dot.state.fl.us
Kevin Smith	Marion County	kevin.smith@marioncountyfl.org
Jim Couillard	MCBCC Parks & Recreation	jim.couillard@marioncountyfl.org

A meeting was held with stakeholders for the trail crossing study being performed for the Ocala/Marion County TPO for two future trail crossing locations. The meeting was held to discuss the proposed trail crossings on SR 35/Baseline Road near Silver Springs State Park and on NE 58th Avenue near Indian Lake State Forest and to receive stakeholder input. Highlights of the main discussion points of the meeting are summarized below.

1. Overview of the Project

- a. Amber provided an overview of the purpose and scope of the study and an overview of the overall planned trail network in Marion County was provided.
- b. The trail network was first identified in the TPO's 2035 Bicycle/Pedestrian Master Plan and will provide for miles of paved trail within Marion County and connecting to the Heart of Florida loop.
- c. Portions of the overall trail network have been constructed, others are currently in the construction phase, and others are in the design, planning, or pre-planning phase.
- d. The study will focus on the roadway crossing treatment for two specific trails; the connection of the Downtown Ocala Trail to the Silver Springs Bikeway across SR 35, and the connection of the Indian Lake Trail to the Indian Lake State Forest and Campground across NE 58th Avenue.
- e. The study is being performed in advance of the design phase for the future trail connections to provide a recommendation for the appropriate crossing type and location.

2. SR 35/Baseline Road Trail Crossing

a. A summary of the existing conditions of SR 35 was provided.



- b. There are two travel lanes in each direction, with additional pavement for left-turn and right-turn lanes. There is a +/- 30-foot grassed median. The posted speed limit is 45 mph.
- c. The appropriate crossing location was reviewed based on the existing conditions and geometry of SR 35.
- d. A conceptual layout of the recommended crossing location and treatment was reviewed.
 - Located +/- 800 feet south of the Silver Springs State Park entrance. This
 location provides for more median refuge area, separation from the turn lanes
 at the Silver Springs State Park Entrance, and good visibility for bicyclists and
 motorists.
 - A pedestrian activated hybrid beacon is the recommended crossing treatment due to the high traffic volumes on the roadway, the high recorded vehicle speeds, and the large crossing distance.
 - A 2-stage crossing will be provided to allow for reduced vehicular delays for crossing pedestrians/bicyclists.
 - The hybrid beacon will be mounted overhead.
 - High emphasis crosswalk markings will be utilized.
 - Advanced warning signage is recommended with flashing beacons. The flashing beacons will only be activated when the pedestrian hybrid beacon is activated.
 - The beacon operations were discussed in detail.
 - A green, yellow, red indication was discussed.
 - The recommendation for this location is a hybrid beacon, which
 operates in a combination of steady yellow, flashing yellow, steady
 red, and flashing red indications. The signal is dark until activated by
 a pedestrian/bicyclist.
- f. Utilities (gas, water/sewer, electrical) along SR 35/Baseline Road were discussed and utility coordination will be needed to coordinate any impacts and/or relocations needed for the pedestrian activated hybrid beacon.
- g. Alternative decorative treatment of the crosswalk was discussed. A high-emphasis crosswalk marking is the required treatment by FDOT design standards for a mid-block crossing location.

3. NE 58th Avenue Trail Crossing

- a. A summary of the existing conditions of NE 58th Avenue was provided.
 - The posted speed limit on NE 58th Avenue is 55 mph.
 - The roadway is a two-lane undivided facility with low traffic volumes.



- There are superelevated curves in the area of the proposed trail crossing.
- b. Three locations were reviewed for a potential crossing location, based on input from Marion County and the TPO; 100 feet north of the Silver Springs Conservation Area trailhead, at the Indian Lake State Forest trailhead, and at the Indian Lake State Forest northern access driveway.
- The recommended trail crossing location is 100 feet north of the Silver Springs Conservation Area trailhead based on good sight distance for pedestrians/bicyclists and motorists and that the roadway is a normal crown section in this area, as opposed to a superelevated roadway section at the other two potential crossing locations.
- d. A conceptual layout of the recommended crossing location and treatment was reviewed.
 - Located +/- 100 feet north of the Silver Springs Conservation Area trailhead to provide sufficient distance from the driveway to meet design requirements and provide for improved sight distance.
 - A rectangular rapid flashing beacon is the recommended treatment for this location based on the low traffic volumes, high visibility, and narrow crossing distance.
 - The RRFB will be pedestrian/sensor activated.
 - High emphasis crosswalk markings will be utilized.
 - Advanced warning signage will be provided.
- e. Potential lighting treatments of the trail crossing were discussed as a safety improvement for increased visibility of the bicyclists/pedestrians crossing NE 58th Avenue. Lighting will be included as a recommendation of the study.

4. Conclusion

a. The stakeholders present at the meeting were generally in support of the crossing locations and treatments reviewed.

This summary serves to document the November 8th, 2017 stakeholder meeting for the SR 35 & NE 58th Avenue trail crossing study. If anyone wishes to modify or append to this account, please contact Amber Gartner either by phone at 352-438-3000 or by email at amber.gartner@kimley-horn.com.

Submitted by:

Amber Gartner, PE

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ATTACHMENT 6: Opinion of Probable Construction Cost

040868020 January 2018



OCALA / MARION COUNTY TPO TRAIL CROSSINGS STUDY STATE ROAD 35 CROSSING AT SILVER SPRINGS STATE PARK PLANNING LEVEL OPINION OF PROBABLE CONSTRUCTION COST

TEM#	FDOT PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	U	JNIT PRICE	AMOUNT
1		MOBILIZATION	LS	1	\$	20,000.00	\$ 20,000.0
2		MAINTENANCE OF TRAFFIC	LS	1	\$	20,000.00	\$ 20,000.0
3	0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	40	\$	13.50	\$ 540.0
4	0522-2	CONCRETE SIDEWALK, 6"	SY	95	\$	65.00	\$ 6,175.0
5	0527-2	DETECTABLE WARNINGS	SF	80	\$	40.00	\$ 3,200.
6	0630-2-11	CONDUIT (OPEN TRENCH)	LF	680	\$	7.50	\$ 5,100.
7	0630-2-12	CONDUIT (DIRECTIONAL BORE)	LF	150	\$	20.00	\$ 3,000.
8	0630-2-14	CONDUIT (ABOVE GROUND)	LF	20	\$	26.00	\$ 520.
9	0632-7-1	SIGNAL CABLE	PI	1	\$	7,000.00	\$ 7,000
10	0635-2-11	PULL & SPLICE BOX (13"x24")	EA	10	\$	600.00	\$ 6,000
11	0639-1-122	ELECTRICAL POWER SERVICE (OVERHEAD)	EA	1	\$	2,500.00	\$ 2,500
12	0639-2-1	ELECTRICAL SERVICE WIRE	LF	100	\$	7.00	\$ 700
13	0641-12-12	PRECAST CONCRETE POLE, TYPE P-II SERVICE	EA	1	\$	1,500.00	\$ 1,500
14	0646-1-12	PEDESTRIAN DETECTECTOR POST	EA	2	\$	1,400.00	\$ 2,800
15	0649-21-10	STEEL MAST ARM ASSEMBLY, 60'	EA	2	\$	42,000.00	\$ 84,000
16	0653-1-11	PEDESTRIAN SIGNAL, LED COUNTDOWN	AS	4	\$	680.00	\$ 2,720
17	0654-3-10	PEDESTRIAN HYBRID BEACON	AS	4	\$	1,200.00	\$ 4,800
18	0665-1-12	PEDESTRIAN DETECTOR	EA	4	\$	1,750.00	\$ 7,000
19	0670-5-110	TRAFFIC CONTROLLER ASSEMBLY	EA	1	\$	28,000.00	\$ 28,000
20	0700-1-11	SINGLE POST SIGN	AS	6	\$	350.00	\$ 2,100
21	0700-12-21	SIGN BEACON, AC	AS	2	\$	4,000.00	\$ 8,000
22	0706-3	RETRO-RELECTIVE PAVEMENT MARKERS	EA	10	\$	7.00	\$ 70
23	0711-14-123	THERMOPLASTIC, PREFORM, WHITE, SOLID, 12"	LF	160	\$	10.00	\$ 1,600
24	0711-14-125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	190	\$	20.00	\$ 3,800
25	0711-16-101	THERMOPLASTIC, 6" WHITE	GM	0.04	\$	4,700.00	\$ 178
26	0715-5-11	LUMINAIRE & BRACKET ARM	EA	2	\$	2,750.00	\$ 5,500
					S	SUBTOTAL =	\$ 226,
tal Cost	iS						
CONTINGENCY (25%) =							\$ 56

Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. Due to current conditions in the construction industry, this Opinion of Probable Construction Cost is based on the most recent data published by FDOT. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



OCALA / MARION COUNTY TPO TRAIL CROSSINGS STUDY NE 58TH AVENUE CROSSING AT INDIAN LAKE STATE FOREST PLANNING LEVEL OPINION OF PROBABLE CONSTRUCTION COST

Construct	ion Costs							
ITEM #	FDOT PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	U	UNIT PRICE		AMOUNT
1		MOBILIZATION	LS	1	\$	5,000.00	\$	5,000.00
2		MAINTENANCE OF TRAFFIC	LS	1	\$	5,000.00	\$	5,000.00
3	0630-2-11	CONDUIT (OPEN TRENCH)	LF	150	\$	7.50	\$	1,125.00
4	0630-2-14	CONDUIT (ABOVE GROUND)	LF	20	\$	26.00	\$	520.00
5	0635-2-11	PULL & SPLICE BOX (13"x24")	EA	2	\$	600.00	\$	1,200.00
6	0639-1-122	ELECTRICAL POWER SERVICE (OVERHEAD)	EA	1	\$	2,500.00	\$	2,500.00
7	0639-2-1	ELECTRICAL SERVICE WIRE	LF	150	\$	7.00	\$	1,050.00
8	0641-12-12	PRESTRESSED CONCRETE POLE, TYPE P-II SERVICE	EA	1	\$	1,500.00	\$	1,500.00
9	0665-1-12	PEDESTRIAN DETECTOR	EA	2	\$	1,750.00	\$	3,500.00
10	0700-1-11	SINGLE POST SIGN	AS	4	\$	350.00	\$	1,400.00
11	0700-12-22	FLASHING YELLOW WARNING BEACONS, SOLAR	AS	2	\$	6,000.00	\$	12,000.00
12	0711-14123	SPECIAL EMPHASIS CROSSWALK MARKING, 12"	LF	50	\$	10.00	\$	500.00
13	0711-14125	SPECIAL EMPHASIS CROSSWALK MARKING, 24"	LF	50	\$	20.00	\$	1,000.00
14	0715-4-11	LIGHT POLE, 30'	EA	1	\$	4,500.00	\$	4,500.00
					<u> </u>	UBTOTAL =	\$	40,795
Total Cost	Total Costs							
CONTINGENCY (25%) =								6,100
GRAND TOTAL =								46,000

Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. Due to current conditions in the construction industry, this Opinion of Probable Construction Cost is based on the most recent data published by FDOT. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

\\kimley-horn.com\FL_OCA\OCA_Civil\040868020 - SR 35 & NE 58th Ave Trail Crossing Studies\calcs\[TPO Crossings-OPC_January 2018.xlsx]NE 58th @ ILSF



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium 601 SE 25th Avenue, Ocala, FL 34471

January 31, 2018

MINUTES

Members Present:

Commissioner Kathy Bryant
Mayor Kent Guinn
Councilwoman Valerie Hanchar (arrived 4:22pm)
Commissioner Ronald Livsey
Councilman Brent Malever
Commissioner David Moore
Councilwoman Mary Rich
Commissioner Michelle Stone
Commissioner Carl Zalak

Members Not Present:

Commissioner Jeff Gold Councilman Justin Grabelle Councilman Jay Musleh Councilman Matthew Wardell

Others Present:

Antonio Lopez
Angelia Wood
Jamie Kersey, FDOT
Zachary Zalneraitis
Darlene Soto
Jonathan Soto
Karen Fine
Amber Gartner, Kimley-Horn
Don Atwell, Marion County
Sean Lanier, City of Ocala
Noel Cooper, City of Ocala
Oscar Tovar, City of Ocala

TPO Meeting Minutes – January 31, 2018 Approved –

Tracy Straub, Marion County Doug Shearer Kevin Smith, Marion County

Item 1. Call to Order and Roll Call

Chairman Moore called the meeting to order at 4:03 PM. Secretary Shakayla Jacobs called the roll of members. A quorum was present.

Item 2. Proof of Publication

Secretary Shakayla Jacobs stated that the meeting had been published online on the TPO website and on the City of Ocala, Marion County, Belleview, and Dunnellon websites.

Item 3a. Oak Road Rail Crossing TIP Amendment

Mr. Odom presented the Oak Road Rail Crossing TIP Amendment and said that the Florida Department of Transportation had requested that the TIP be amended to reflect the addition of one project: Oak Road Rail Crossing- install constant warning timing devices.

Ms. Bryant made a motion to approve the Oak Road Rail Crossing TIP Amendment. Mr. Zalak seconded and the motion passed unanimously.

Item 3b. Emerald Road Rail Crossing TIP Amendment

Mr. Odom presented the Emerald Road Rail Crossing TIP Amendment and said that the Florida Department of Transportation had requested that the TIP be amended to reflect the addition of one project: Emerald Road Rail Crossing- install constant warning timing devices and flashing light.

Mr. Zalak made a motion to approve the Emerald Road Rail Crossing TIP Amendment. Ms. Bryant seconded and the motion passed unanimously.

Item 3c. Safety Performance Measures and Targets

Mr. Daniels presented the Safety Performance Measures and Targets and said nationally, state-specific, and locally, there were transportation plans to have enhanced safety for all users of the transportation system. A coordinated effort to connect all the safety plans had long been in effect in the transportation realm, but over the last two years, a system of Performance Management, had led to a greater push for comprehensive and coordinated transportation and safety planning. Performance Measures for Safety had been developed by the Federal Highway Administration (FHWA), for which targets were being established cooperatively between the FDOT and MPO/TPO's within the State of Florida (as well as

nationally). Through this coordinated effort, the goals of the Highway Safety Improvement Program (HSIP), Highway Safety Plan (HSP), Strategic Highway Safety Plan (SHSP), and region specific safety and transportation plans can be shown to guide and support one another. In August of 2017, the FDOT adopted a target of "Zero" for the five (5) safety performance measures adopted by the FHWA for all public roads.

Mr. Daniels presented a table with brief descriptions of each of the 5 Safety Performance Measures:

- **Number of fatalities** The total number of persons suffering fatal injuries in a motor vehicle crash during a calendar year.
- Rate of fatalities per 100 Million Vehicle Miles Travels (VMT)- The ratio of total number of fatalities to the number of vehicle miles traveled (VMT, in 100 Million VMT) in a calendar year.
- **Number of serious injuries** The total number of persons suffering at least one serious injury in a motor vehicle crash during a calendar year.
- Rate of serious injuries per 100 Million VMT- The ratio of total number of serious injuries to the number of VMT (in 100 Million VMT) in a calendar year.
- Number of non-motorized fatalities and non-motorized serious injuries- The combined total number of non-motorized fatalities and non-motorized serious injuries involving a motor vehicle during a calendar year.

Mr. Daniels then presented the board with recommendations from the Ocala/Marion TPO:

- **Number of Fatalities** recommended an interim performance measure of 61 for the year 2018, which would indicate no worsening of the condition on average.
- **Number of Serious Injuries** recommended an interim performance measure of 327 for the year 2018, which would indicate no worsening of the condition on average.
- **Fatality Rate** recommended an interim performance measure of 1.48 for the year 2018, which would indicate no worsening of the condition on average.
- **Serious Injury Rate** recommended an interim performance measure of 7.99 for the year 2018 which would indicate no worsening of the condition on average.
- Total Number of Non-Motorized Fatalities and Serious Injuries- recommended an interim performance measure of 40 for the year 2018, which would indicate no worsening of the condition of average.

Mr. Moore said he believed one fatality was too many and that aim should be for zero. Mr. Zalak responded that shooting for zero instead of a reduction was unrealistic.

Mr. Daniels said that after looking at data from previous years that is how the TPO came up with the recommended target numbers.

Mr. Guinn mentioned that some traffic improvements effected local businesses and the entry to the businesses referencing the East Forty Publix.

There was some board discussion.

Ms. Bryant said that the TPO should do an assessment of the infrastructure issues that are causing safety problems and then from the results come up with a realistic target.

Mr. Antonio Lopez, 3130 NE 7th Lane, Ocala, FL 34470 addressed the board and said he believed that not only should the big issues be looked at but the small issues that cause traffic accidents as well. He too agreed that a zero target is unrealistic but agreed that an assessment should be done to address each issue that can make the roads safer.

Ms. Bryant made a motion to table the Safety Performance Measures and Targets until the TPO could conduct an assessment and bring the board recommendations of new targets. Mr. Livsey seconded and the motion passed unanimously.

<u>Item 3d. Appointment of Commissioner Michelle Stone to Transportation</u> Disadvantaged Local Coordinating Board (TDLCB) Chair

Mr. Daniels informed the board that the TDLCB was in need of a new chair to replace Councilman Hilty and asked the board to appoint Commissioner Michelle Stone to the chair of the TDLCB.

Ms. Bryant made a motion to approve the Appointment of Commissioner Michelle Stone to Transportation Disadvantaged Local Coordinating Board (TDLCB) Chair. Ms. Hanchar seconded and the motion passed unanimously.

<u>Item 3e. Transportation Disadvantaged Local Coordinating Board (TDLCB)</u> <u>Committee Appointment</u>

Mr. Odom told the board there were nine sitting members of the Transportation Disadvantaged Local Coordinating Board (TDLCB), with room for fifteen. Mr. Odom asked to add three positions and informed the board that staff had not advertised these positions to the public because staff was attempting to fill the vacancies from Florida Commission for the Transportation Disadvantaged mandated organizations that had been vacant in recent years and included local social services representatives.

Mr. Odom asked the board for the appointment of the following applicants:

- **Dennis Yonce-** City of Ocala
- Andrea Melvin- Center for Independent Living
- **Jeffrey Aboumrad-** Florida Department of Education
- Anissa Brescia- Florida Center for the Blind (walk on application)

Ms. Bryant made a motion to approve the Transportation Disadvantaged Local Coordinating Board (TDLCB) Committee Appointment. Mr. Malever seconded and the motion passed unanimously.

Item 4a. NE 14th Street (SR 492) and NE 30th Avenue Intersection

Mr. Daniels told the board that FDOT was in the process of reviewing the intersection of NE 14th Street (SR 492) and NE 30th Avenue for potential safety improvements. The intersection analysis included:

- A full signal warrant analysis,
 - o Which involved taking 24-hour approach count and doing turning movement counts on the highest 8 hours
 - o Reviewing crash history for the previous 12 months to see if there was a trend of correctable crashes
- The intersection operations will be observed in the AM and PM peak hours to determine if sight lines are impaired or if additional improvements need to be made.

Mr. Antonio Lopez, 3130 NE 7th Lane, Ocala, FL 34470, addressed the board and said the intersection is dangerous letting them know there had been two fatalities recent at the intersection with one of the fatalities being his daughter.

Mr. Lopez said he spoke with the Pastor at Central Christian Church and was told members were scared to pull out because of the intersection and its unsafe conditions and said that action needed to take place immediately.

Mr. Lopez also stated there not being a signal at the intersection is dangerous for all mobility. Mr. Lopez also mentioned the obstruction of view due to a stop bar at the stop sign that made it very hard to see oncoming traffic.

Mr. Lopez said he believed that everyone that traveled the road would benefit from a traffic signal.

Mr. Lopez said to get the information together and one at a time do something about it. Mr. Lopez urged the City, County, and State to do something right away and not take their time with it to prevent more fatalities.

Mr. Moore expressed deepest condolences to the families present that had lost loved ones due to the recent fatalities at the NE 14th Street and NE 30th Avenue intersection and also recommended looking at the visibility at the intersection.

Zachery Zalneraitis with the Florida Department of Transportation Traffic Operations addressed the board to follow-up on Mr. Daniels comments about the study that was being performed and referenced the same studies Mr. Daniels previously mentioned and gave explanation of what the studies consist of.

Mr. Zalneraitis said that everything was on the table to prevent another accident at the intersection.

Mayor Guinn said that Mr. Lopez and the other family that suffered loss met with the City and asked if the study was about sixty days from being completed.

Mr. Zalneraitis said the study was expected to be done by the end of February.

Mayor Guinn asked if DOT was leaning towards putting up a traffic signal.

Mr. Zalneraitis said that the traffic signal was on the table and there were a lot of components that would go into a final decision to install the light.

Mayor Guinn said the City would put an article in the paper and publish socially that a signal would be coming to the intersection to inform the community.

Ms. Rich said there was a barrier going north on 30th Avenue and asked what was stopping people from seeing.

Mr. Zalneraitis said the there were palm trees that stopped people from seeing.

Ms. Rich asked if the City and State could ask the property owners to cut down the palm trees.

Mr. Zalneraitis said that he was sure the City and State could ask and hopefully come up with a compromise with property owners to cut the palm trees.

Ms. Bryant asked if there were any preliminary results from the study.

Mr. Zalneraitis said not at this time because the study was still being conducted but said that all parties would be communicated with to come up with a solution.

Ms. Bryant also expressed deepest condolences to the families that suffered loss.

Mr. Livsey said that he hoped the City and State worked together to do what is right.

Mr. Lopez wanted to remind FDOT that there was major traffic coming out of side streets and the City Complex is located there which causes traffic and residential as well as the SunTran bus.

Mr. Moore said the board was asking FDOT to look at putting up a traffic signal to improve the intersection.

Item 5. Consent Agenda

Ms. Bryant made a motion to approve the Consent Agenda. Mr. Zalak seconded and the motion passed unanimously.

Item 6. Comments by FDOT

Ms. Kersey with FDOT said the only thing she had to present to the board was the construction report which had a couple of updates that included:

- SR 35 and Baseline Road lane closures
- SR 40 daytime lane closures

Ms. Kersey gave some staff announcements saying that there was a new District Five Secretary, Mike Shannon and a new Government Liaison, Anna Taylor.

Mr. Shannon expressed deepest condolences to the families that had suffered loss and said that FDOT would be taking a look at the intersection.

Mr. Shannon also introduced himself to the board and said he looked forward to working with everyone.

Ms. Taylor introduced herself to the board and said he looked forward to offering assistance.

There were no further questions from the board.

Item 7. Comments by TPO Staff

Mr. Daniels said that he would continue to send out the Legislative Updates to the board.

Mr. Daniels said the new websites for the TPO and SunTran were live and were still making some adjustments with some videos that were coming soon for How to Ride SunTran.

Mr. Daniels said that Mr. Bagen was the high bidder for bus wraps and would bring the contract to the board. Mr. Daniels also said that the City of Ocala Electric also expressed interest in a bus wrap.

Item 8. Comments by TPO Members

There were no comments by TPO members.

Item 9. Public Comment

There was no public comment.

Item 9. Adjournment

Chairman Moore adjourned the meeting at 5:04 PM.

Respectfully Submitted By:

Shakayla Jacobs, TPO Administrative Assistant

CONTRACTOR TRAVEL FORM

Contract	tor Michael Daniels		Contract or PO#				Contact	Person S'	hakayla Jacob	S
Compan			Company's Address	121 SE Wa	tula Avenue		Telepho		352) 629-8297	
1 '	ice (City) Ocala, Florida			180 1 30	dia / tre		E-Mail A	<u> </u>	acobs@ocalafl.org	
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DATE	TRAVEL PERFORMED FROM POINT		R REASON FOR TRAVEL	HOUR OF	CLASS A & B	PER DIEM/	MAP	VICINITY	INCIDEN'	TAL EXPENSES
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11/30/2017	Ocala to Orlando	FMPP Statewide	Meeting	9:00 am		\$134.98	j			
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agency or con that this claim 112.061, Flor	of my official duties; attendance at a conferent pontract/PO; any meals or lodging included in; m is true and correct in every material matter rida Statutes, Chapter 69I-42 F.A.C., Depart of Transportation Disbursement Handbook a	a registration fee have r and conforms in ever tment of Banking and	ve been déducted from this trav ery respect with the requiremen I Finance Bureau of Auditing Ha	ivel claim; and nts of Section		\$134.98	X @ \$	\$ 0.445		\$134.98
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JOB TITLE	TPO Director				1					
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TITLE: TP	O Chairman			ŀ	1					
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CONTRACTOR TRAVEL FORM

Contract	or Michael Daniels		Contract or PO#				Contact	Person	Shakayla Jacob	os
Compan	y Ocala/Marion County TPO		Company's Address	121 SE Wat	ula Avenue		Telepho	ne No.	(352) 629-8297	
Residen	Residence (City) Ocala, Florida						E-Mail A	E-Mail Address sjacobs@ocalafl.org		

DATE	TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION		REASON FOR TRAVEL RENCE OR CONVENTION)	HOUR OF DEPARTURE and RETURN	CLASS A & B MEAL ALLOWANCE	PER DIEM/ ACTUAL LODGING	MAP MILEAGE	VICINITY MILEAGE		TAL EXPENSES
1/31/2018	Ocala to West Palm Beach	MPOAC		6:00 pm		\$249.00			AMOUNT	TYPE
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agency or co	of my official duties; attendance at a confer ntract/PO; any meals or lodging included in	a registration fee have	been deducted from this trav	vel claim; and			X @ \$ 0.445			
112.061, Flor	n is true and correct in every material matte rida Statutes, Chapter 69I-42 F.A.C., Depart of Transportation Disbursement Handbook a	ment of Banking and F	inance Bureau of Auditing H			\$249.00			-	\$249.00
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JOB TITLE	: TPO Director									
Pursuant to \$	Section (3)(a), Florida Statutes and the term	s of the Contract, I here	eby certify or affirm that to the	e best of my						
knowledge th purpose(s) st	e above consultant was on official business ated above.	for the State of Florida	a and the travel was performe	ed for the		·····				
CONTRAC	TOR'S SUPERVISOR:		DATE: 2/27/2	018	OTHER PERS	ONNEL IN PA	RTY	***************************************	A. A	***************************************
TYPED or (orinted NAME: David Moore	***************************************								
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February 23, 2018

TO: TPO Members

FROM: Michael Daniels, Director

RE: FTA Fiscal Year 2018 Certifications

and Assurances

As a grantee with the Federal Transit Administration for public transportation funding, certain pre-award Certifications and Assurances are required

The purpose of these requirements is to require compliance with applicable federal laws regarding but not limited to:

- discrimination practices,
- suspension and debarment,
- adequate assurance of work completion, and
- lobbying

If you have any questions regarding the required Certifications and Assurances please feel free to contact the TPO staff at 629-8297.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Ocala/Marion County Transportation Planning Organization

The Applicant agrees to comply with applicable provisions of Categories 01 - 21. X

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Private Sector Protections.	
04.	Rolling Stock Reviews and Bus Testing.	
05.	Demand Responsive Service.	
06.	Intelligent Transportation Systems.	
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	
09.	Alcohol and Controlled Substances Testing.	
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	
11.	State of Good Repair Program.	
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	
15.	Rural Areas and Appalachian Development Programs.	
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	
17.	State Safety Oversight Grant Program.	
18.	Public Transportation Emergency Relief Program.	
19.	Expedited Project Delivery Pilot Program.	
20.	Infrastructure Finance Programs.	
21.	Construction Hiring Preferences.	

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: Ocala/Marion County Transportation Planning Organization

Name and Relationship of the Authorized Representative: David Moore, Chairman

other statements made by me on behalf of the Applicant are true and accurate.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any

Signature	Date:
Name David Moore, Chairman Authorized Representative of Applicant	
AFFIRMATION OF APPLICANT'S ATTORNE	Y
For (Name of Applicant): Ocala/Marion County Transportation Planning Organization	tion
As the undersigned Attorney for the above-named Applicant, I hereby affirm to the under state, local, or tribal government law, as applicable, to make and comply with as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifical legally made and constitute legal and binding obligations on it.	the Certifications and Assurances
I further affirm that, to the best of my knowledge, there is no legislation or litigation adversely affect the validity of these Certifications and Assurances, or of the perform	
Signature	Date:
Name Patrick G. Gilligan Attorney for Applicant	

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

February 26, 2018

CONSTRUCTION

<u>Financial</u>	Description	Work Mix Description	Contractor Name	0-1-1-1					
	<u>5 650.1501011</u>	WOLK MIX DESCRIPTION	<u>Contractor Name</u>	<u>Original</u>	Original	Work Begin	<u>Estimated</u>	<u>Status</u>	<u>Lane Closures</u>
	R 35 (Baseline Road) from SE 92nd pop to SR 464	ADD LANES & RECONSTRUCT	D.A.B. CONSTRUCTORS, INC.	<u>Amount</u> \$17,605,644.00	850	8/28/2015	<u>Completion</u> 11/11/2018	Working in all basins with embankment, subgrade, base, sidewalk, gravity wall and asphalt.	Monday, February 5th, 2018 to Wednesday, February 28th, 2018 A traffic shift will be in effect starting Thursday night, Feb. 8. The new traffic pattern begins near the Church @ The Springs, approximately
									one-half mile south of SE Maricamp Road, and ends at Dogwood Trail Pass. Signage is already posted. Please slow down and be alert while driving through the construction zone.
435057-1 L	Lighting Project at CR 484, CR 318 and SR 326	Lighting	United Signs and Signals	\$3,075,596.26	290	11/14/2017	9/8/2018	Working at CR 318 and SR 326 with Drilled Shafts and Counduit	No lane closures anticipated.
434408		Mill and Resurface	DAB	\$413,888.88	90	12/9/2017	2/9/2018	Started work on 12/11/2017 with MOT and Erosion Control. Paving will start on 1/8/2018	Sunday, February 18th, 2018 to Saturday, March 17th, 2018 Motorists should be alert for various clean up work. No lane closures are anticipated. Please use caution while
	SR 500/US 441/ S Pine Ave from SE 10th Ave. to SE 31st Street	Drainage	COMMERCIAL INDUSTRIAL CORP.	\$1,700,000.00	60	3/1/2018	Fall 2018	The goal of this project is to resolve the flooding issue on State Road 25/500/U.S. 27/301/441 (South Pine Avenue) by replacing the existing storm sewer pipe and drainage structures from Southeast 10th Avenue to Southeast 31st Street. Work will also include milling and resurfacing, roadway widening, reconstructing curb and gutters, installing sidewalks, upgrading signing and pavement markings, and updating underground components of lighting and traffic signals.	
	andscaping at I 75 at 20th and 43	Landscaping	Gainesville Landscape Contractors	\$438,500.00	800	7/27/2017	10/18/2019	Contract in plant establishment time frame now.	
	andscape at CR318	Landscaping	Frankie Valdez Co Inc.	\$407,700.00	820	10/31/2016	2/11/2019	Contract in plant establishment time frame now.	
435466-1 Lar 27	andscaping at I 75 at SR 200 and US 7	Landscaping	Gainesville Landscape Contractors	\$594,750.00	870	08/21/15	01/19/18	Contract in plant establishment time frame now.	N/A
	TRAFFIC OPERATIONS								

Financial Project No.	<u>Description</u>	<u>Status</u>					
		To be sent to design. Access management team will schedule public hearing and 180 day waiting period. Public Hearing on March 8, 2018, location is TBD.					
	SR 464 at SE 53rd Ave/Rotary Sportplex	Median opening construction and turn lane extension. Design complete. Work Order to be submitted for construction.					
	US 27 @ CR 326	Supplemental warning beacons on signal ahead signs. Design complete. NTP with Work Order #1 submiteed, construction to begin in 90 days.					
	SR 40 @ SR 492	Add right turn signal heads, restripe right turn lane. Waiting on design work order to be sent out.					

Contact Information:

Jamie Kersey, TPO Liaison Mike McCammon, Ocala Operations Engineer

386-943-5338 (352) 620-3001

<u>jamie.kersey@dot.state.fl.us</u>

<u>Michael.McCammon@dot.state.fl.us</u>

For additional information on these projects as well as future projects, please go to www.cflroads.com



NOTICE OF PUBLIC HEARING



PROJECT
U.S. 27 at
County Road (C.R.) 464B
Safety Improvements
Median Modification
Marion County

LOCATION
Fellowship Baptist Church
10500 U.S. 27
Ocala, FL 34482
Thursday
March 8, 2018
5:00 p.m. – 7:00 p.m.

The Florida Department of Transportation will conduct a public hearing for the proposed safety improvements on U.S. 27 at the intersection of C.R. 464B. The project addresses operational and safety concerns in the area by converting the full median opening to a bi-directional median opening. Northbound and southbound left turns from U.S. 27 will still be permitted, but the C.R. 464B intersection with U.S. 27 will be converted to right turn only. This modification reduces traffic conflict points at the intersection, improving safety.

This public hearing is being conducted to give interested persons an opportunity to express their views concerning the location, conceptual design, and social, economic, and environmental effects of the proposed improvements. Draft project documents and other information will be available for public review from February 15 through March 19, 2018 at the Marion County Public Library Headquarters, 2720 E. Silver Springs Blvd., Ocala, FL 34470.

Participants may provide verbal comments directly to a court reporter before and after the formal presentation. Persons wishing to submit statements, in place of or in addition to oral statements, may do so at the hearing or by sending them to: Dave Mixon, Florida Department of Transportation, District Five Roadway Design, 719 S. Woodland Boulevard, M.S. No. 562, DeLand, FL 32720 or Dave.Mixon@dot.state.fl.us.

All statements postmarked on or before March 19, 2018 will become part of the public hearing record.

Persons with disabilities who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Kelly Hiden, Public Involvement Coordinator by phone at 407-508-0839, or via email at Kelly@valerin-group.com at least seven (7) days prior to the meeting. If you are hearing or speech impaired, please contact us by using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting Jennifer Smith, FDOT District Five Title VI Coordinator at Jennifer.Smith2@dot.state.fl.us.