

TRANSPORTATION PLANNING ORGANIZATION

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

August 23, 2016 4:00 PM

AGENDA

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

A. CRITICAL FREIGHT CORRIDORS

FDOT has designated Critical Freight Corridors for each county in Florida that could potentially result in additional funding. <u>Staff is recommending approval</u> of a letter of support for these corridors.

B. SUNTRAN BUS WRAPS

The contract to wrap buses for advertising has expired. Staff has explored options and will present to the board its recommendations. <u>Staff is recommending direction and approval of bus wrap options.</u>

C. REQUEST FOR BUS PASSES

The City of Ocala is working with local agencies to help homeless and low income people and families. Part of this effort is to assist these people with their transportation needs. <u>Staff is recommending approval of bus passes for the short-term needs of these people.</u>

4. PRESENTATION ITEMS

- A. I-75 Relief Presentation
- B. US 441 Corridor Study Belleview

5. DISCUSSION ITEMS

A. Transit Shelters

Staff will present an update and status of transit shelter installations.

- 6. CONSENT AGENDA
 - a. Transportation Disadvantaged Planning Grant
 - b. Travel Forms
 - c. CFMPOA Interlocal Agreement
- 7. NOTIFICATION
 - a. TPO Selection Committee Update
- 8. COMMENTS BY FDOT
- 9. COMMENTS BY TPO STAFF
- 10. COMMENTS BY TPO MEMBERS
- 11. PUBLIC COMMENT (Limited to 5 minutes)
- 12. 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.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the TPO with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The next regular meeting of the Ocala/Marion County Transportation Planning
Organization will be held on August 23, 2016.



MEMORANDUM

AUGUST 23, 2016

TO: TPO MEMBERS

FROM: JOHN VOGES, SR. TRANSPORTATION PLANNER

SUBJECT: CRITICAL FREIGHT CORRIDORS

A component of the Fixing America's Surface Transportation (FAST) Act is the establishment of a National Highway Freight Network (NHFN) to strategically direct Federal resources and policies toward improved performance of the NHFN. This network is the focus of funding under the National Highway Freight Program (NHFP) and a significant funding target under the Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) Grants Program.

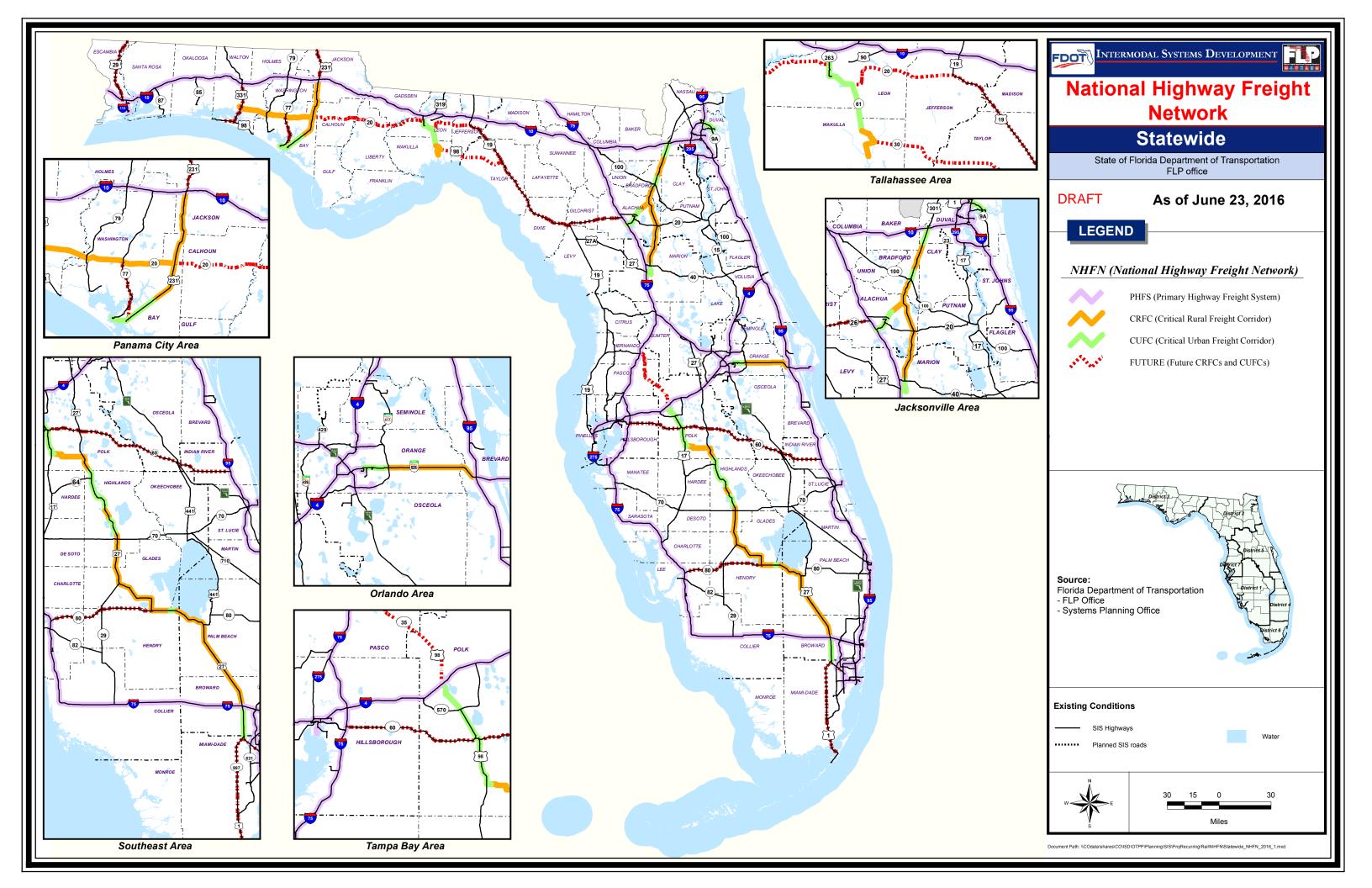
An important part of this network is of special importance to the movement of freight within and through Marion County. This network consists of corridors that are not on the Primary Highway Freight System (PHFS) such as I-75. These corridors have been designated by FDOT as Critical Rural Freight Corridors (CRFCs) and Critical Urban Freight Corridors (CUFCs).

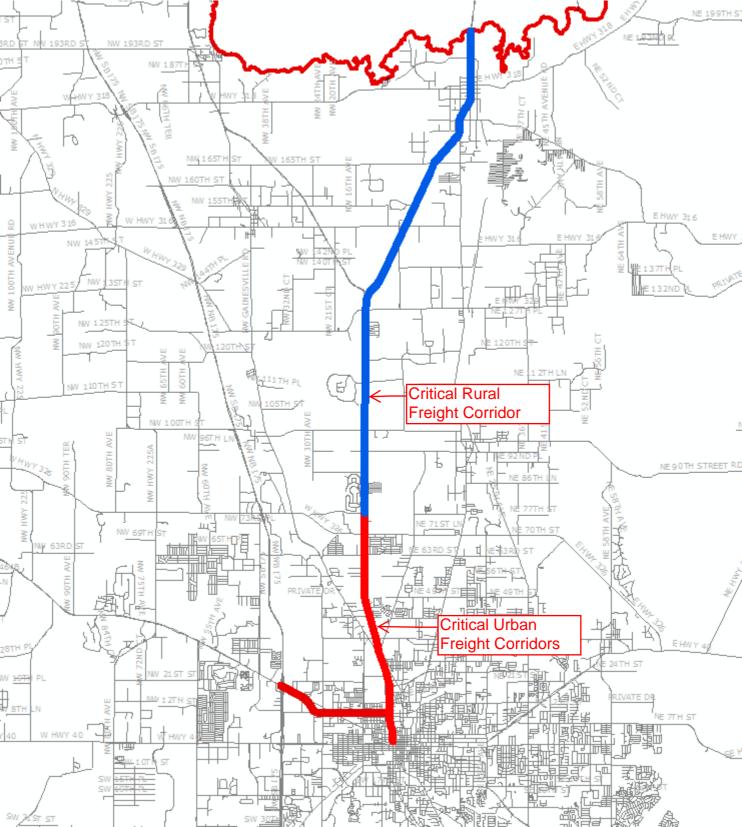
FDOT's Freight Logistics and Passenger Operations (FLP) office has developed a draft CRFC and CUFC designation list for the State of Florida. According to FHWA, Florida is allotted 320 miles of CRFC and 160 miles of CUFC. FDOT has designated 12.3 miles in Marion County on the CRFC list and 8.4 miles on the CUFC list.

These designations will allow the expanded use of NHFP formula funds and FASTLANE Grant Program funds for eligible projects.

Due to the limited mileage allocations in the State, maintaining Marion County's designations is vitally important to secure potential funding opportunities in the future.

Staff is recommending a letter of support from the TPO Board to FDOT to maintain Marion County's CRFC and CUFC designations.





COLUMN	DESCRIPTION
DISTRICT	FDOT District where corridor is located
COUNTY	Florida County where corridor is located
CONSULT	The party who provides consultation for the selected corridor
CUFC	Critical Urban Freight Corridor designated
START	Starting point of the CUFC
END	Ending point of the CUFC
FAST ACT CRITERIA	FAST Act criteria applied to designate the corridor
CRITICAL FREIGHT CONNECTIVITY 1	Critical freight connectivity to the NHFN (PHFS)
CRITICAL FREIGHT CONNECTIVITY 2	Critical freight connectivity to the NHFN (PHFS) continued
STRATEGIC STATE FREIGHT NETWORK 1	State freight network strategy applied
STRATEGIC STATE FREIGHT NETWORK 2	State freight network strategy applied (continued)
SUPPORTS NATIONAL SIGNIFICANCE	National significance impact considerations
MILES	Length of the corridor in miles

			NATIONA	AL HIGHWAY FR	EIGHT NETWORK: FLORIDA	A DRAFT CRITICAL <u>URB</u>	AN FREIGHT CORRIDO	R DRAFT DESIGNATION	LIST 2016				
COUNTY	CONSULT	CUFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES		
Hendry	FDOT/Heartl and Regional TPO	US 27	Lewis Blvd	Old US 27 Highway	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	3.1		
	FDOT/Heartl	US 27	County Road 17N	S Sun and Lakes Blvd	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	7.9		
Highlands	TPO	US 27	Highlands County Line	Lake Josephine Drive	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	20.3		
	FDOT/Polk TPO	US 27	Highlands County Line	Lake Josephine Drive	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.3		
		US 98	E Van Fleet Drive	W Broadway Street	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	10.9		
		US 98	I-4	Bartow Road (State Road 548)	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	2.7		
Polk	FDOT/Polk TPO	T/Polk US 98	1115 98 1	1115 98 1	N Broadway Avenue	N Holland Parkway	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.8
		US 98	N Florida Avenue	W Van Fleet Drive	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	12.5		
		US 98	S Charleston Avenue	Edgewood Drive	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	1.0		
Alachua	FDOT/Gaine sville MTPO	SR 331	County Road 225 Alternate	I-75	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	11.6		
	Hendry	Hendry FDOT/Heartl and Regional TPO FDOT/Heartl and Regional TPO FDOT/Polk TPO FDOT/Polk TPO Alachua FDOT/Gaine	Hendry FDOT/Heartl and Regional TPO FDOT/Heartl and Regional TPO US 27 FDOT/Heartl and Regional TPO US 27 FDOT/Polk TPO US 98 US 98 US 98 US 98 US 98	COUNTY CONSULT CUFC START	COUNTY CONSULT CUFC START END Hendry	FDOT/Polk TPO FDOT/Folk TPO FDOT/F	Polit Polit Political Freight Politica	COUNTY CONSULT CUFC START END FAST ACT CRITERIA CRITICAL FREIGHT CONNECTIVITY 1 CONNECTIVITY 2	FOOT/Polik TPO CONSULT CONSUL	POOT/Pook TOO US 27 FOOT/Pook TOO US 28 FOOT/Pook TOO US 28 FOOT/Pook TOO US 29 FOOT/Pook TOO US 29 FOOT/Pook TOO US 29 FOOT/Pook TOO US 29 FOOT/Pook TOO US 20 FOOT/Pook TOO US 30 FOOT/P	FOOT/Next 1 FOOT/N		

				NATION	AL HIGHWAY FR	EIGHT NETWORK: FLORIDA	A DRAFT CRITICAL <u>URB</u>	AN FREIGHT CORRIDO	R DRAFT DESIGNATION	LIST 2016		
DISTRICT	COUNTY	CONSULT	CUFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES
	Bradford	FDOT	US 301	NE 193rd Street	S Walnut Street	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	4.4
2			I 295	I-95	Heckscher Drive	Connects an intermodal facility to the PHFS, the Interstate System, or an intermodal freight facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances import/export of connected key freight facility	6.8
	Duval	FDOT/North Florida TPO	SR 105	Bount Island Road	I-295	Connects an intermodal facility to the PHFS, the Interstate System, or an intermodal freight facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances import/export of connected key freight facility	1.2
			US 301	I-10	Clay County Line	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	7.5
		FDOT/Bay	US 231	Bayou George Drive	US 98	Connects an intermodal facility to the PHFS, the Interstate System, or an intermodal freight facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton volume throughout the District	Enhances import/export of connected key freight facility	9.4
	Bav	County TPO	US 231	Bayou George Drive	US 98	Connects an intermodal facility to the PHFS, the Interstate System, or an intermodal freight facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	1.0
			US 98	US 231	Sun Harbor Road	Connects an intermodal facility to the PHFS, the Interstate System, or an intermodal freight facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	4.5
3			SR 263	I-10	SR 363	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton volume throughout the District	Enhances import/export of connected key freight facility	4.6
	Leon	FDOT/Capita I Region TPA	SR 263	I-10	SR 363	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	6.8
			SR 363	US 319	SR 267	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.		Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	7.3
	Wakulla	FDOT/Capita I Region TPA	SR 363	US 319	SR 267	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	2.9
4	Broward	FDOT/Browa rd MPO	US 27	I-75	SR 997	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	13.1

	NATIONAL HIGHWAY FREIGHT NETWORK: FLORIDA DRAFT CRITICAL <u>URBAN</u> FREIGHT CORRIDOR DRAFT DESIGNATION LIST 2016											
DISTRICT	COUNTY	CONSULT	CUFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES
			US 27	<mark>1-75</mark>	US 301)	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Enhances multimodal freight connectivity	2.8
5		FDOT/Ocala/ Marion County TPO	US 301	NW 10th Street	Silver Springs Boulevard	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.7
5			US 301	NW 77th Street	NW 10th Street	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	, ,	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	4.9
	Orange	FDOT/METR OPLAN Orlando	SR 528	McCoy Road (SR 482)	SR 417	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	, ,	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Enhances multimodal freight connectivity	7.4
6	Miami- Dade	FDOT/Miami- Dade Urbanized Area MPO	US 27	I-75	SR 997	Corridor that is important to the movement of freight within the region, as determined by the MPO or the State.	, ,	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.4

COLUMN	DESCRIPTION
DISTRICT	FDOT District where corridor is located
COUNTY	Florida County where corridor is located
CONSULT	The party who provides consultation for the selected corridor
CRFC	Critical Rural Freight Corridor designated
START	Starting point of the CUFC
END	Ending point of the CUFC
FAST ACT CRITERIA	FAST Act criteria applied to designate the corridor
CRITICAL FREIGHT CONNECTIVITY 1	Critical freight connectivity to the NHFN (PHFS)
CRITICAL FREIGHT CONNECTIVITY 2	Critical freight connectivity to the NHFN (PHFS) continued
STRATEGIC STATE FREIGHT NETWORK 1	State freight network strategy applied
STRATEGIC STATE FREIGHT NETWORK 2	State freight network strategy applied (continued)
SUPPORTS NATIONAL SIGNIFICANCE	National significance impact considerations
MILES	Length of the corridor in miles

				NATIONA	AL HIGHWAY FRE	EIGHT NETWORK: FLORIDA	DRAFT CRITICAL RUR	<u>AL</u> FREIGHT CORRIDOF	R DRAFT DESIGNATION L	IST 2016		
DISTRICT	COUNTY	CONSULT	CRFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES
	Glades	FDOT	US 27	Highlands County Line	SR 80	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	29.0
				Highlands County Line	SR 80	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	1.3
	Hendry	FDOT US 27 Old US 27 Highway Road with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks. with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Enhances multimodal freight connectivity	1.6								
1				SR 80	Lewis Blvd	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	7.1
	III-lile e de	FDOT	.uc 27	Lake Josephine Drive	County Road 17N	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	4.4
	Highlands	FDOT	US 27	S Sun and Lakes Blvd	Highlands County Line	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	14.0
	Polk	FDOT	US 27	Fort Meade Road	Highlands County Line	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	6.9
	. 3	3 .	US 98	Edgewood Drive	Fort Meade Road	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	14.0

				NATIONA	L HIGHWAY FRI	EIGHT NETWORK: FLORIDA	DRAFT CRITICAL RUR	<u>AL</u> FREIGHT CORRIDOF	R DRAFT DESIGNATION L	IST 2016		
DISTRICT	COUNTY	CONSULT	CRFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES
			SR 331	US 301	County Road 225 Alternate	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	7.5
	Alachua	FDOT	US 301	NE Waldo Road	NW 77th Street	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	26.4
			03 301	S Walnut Street	NE Waldo Road	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	3.1
2				Clay County Line	NE 193rd Street	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	8.3
	Bradford	FDOT	US 301	S Walnut Street	NE Waldo Road	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	3.1
				S Walnut Street	NE Waldo Road	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	4.5
	Clay	FDOT	US 301	Clay County Line	NE 193rd Street	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	5.5
				US 231	SR 79	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.0
				US 231	SR 79	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean	Enhances multimodal freight connectivity	15.7
	Devi		SR 20	US 231	SR 79	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.0
	Bay	FDOT		US 231	SR 79	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton	Enhances multimodal freight connectivity	7.7

			1	NATIONA	AL HIGHWAY FR	EIGHT NETWORK: FLORIDA	DRAFT CRITICAL RUR	AL FREIGHT CORRIDOR	DRAFT DESIGNATION L	IST 2016			
DISTRICT	COUNTY	CONSULT	CRFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES	
			US 231	I 10	Bayou George Drive	Provides access to a grain elevator, an agricultural facility, a mining facility, a forestry facility, or an intermodal facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean	Enhances import/export of connected key freight facility	13.8	
			00 251	l 10	Bayou George Drive	Provides access to a grain elevator, an agricultural facility, a mining facility, a forestry facility, or an intermodal facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	9.6	
				l 10	Bayou George Drive	Provides access to a grain elevator, an agricultural facility, a mining facility, a forestry facility, or an intermodal facility.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	6.1	
	Jackson	FDOT	US 231	I 10	Bayou George Drive	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		7.3		
3			PORT LEC	US 98	Riverside Drive	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	2.6	
	Wakulla	FDOT	SR 267	SR 363	US 98	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	3.8	
			US 98	Osteen Road	Woodville Highway	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Multimodal freight connection route to create seamless freight mobility operations		Enhances import/export of connected key freight facility	2.0	
					SR 79	County Road 83 Alternate	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.2
	Walton	FDOT	SR 20	SR 79	County Road 83 Alternate	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton volume throughout the District	Enhances multimodal freight connectivity	15.3	
				SR 79	County Road 83 Alternate	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	0.0	
	Washington	FDOT	SR 20	SR 79	County Road 83 Alternate	Provides access to energy exploration, development, installation, or production areas.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton volume throughout the District	Enhances multimodal freight connectivity	1.1	

				NATIONA	L HIGHWAY FR	EIGHT NETWORK: FLORIDA	DRAFT CRITICAL RUR	AL FREIGHT CORRIDOF	R DRAFT DESIGNATION L	IST 2016		
DISTRICT	COUNTY	CONSULT	CRFC	START	END	FAST ACT CRITERIA	CRITICAL FREIGHT CONNECTIVITY 1	CRITICAL FREIGHT CONNECTIVITY 2	STRATEGIC STATE FREIGHT NETWORK 1	STRATEGIC STATE FREIGHT NETWORK 2	SUPPORTS NATIONAL SIGNIFICANCE	MILES
				US 231	SR 79	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Ton volume is equal to or greater than the mean ton volume and the percentage change in ton volume is equal to or greater than the mean percentage change of ton volume throughout the District	Enhances multimodal freight connectivity	3.8
	Broward	FDOT	US 27	E Palm Beach Road	175	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	14.5
4	Palm Beach	-DOT	US 27	E Palm Beach Road	175	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	26.1
		FDOT	0	Old US 27 Highway	E Palm Beach Road	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	12.6
	Brevard	FDOT	SR 528	SR 417	I-95	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Enhances multimodal freight connectivity	5.8
5	<u>Marion</u>	FDOT)	US 301)	NE Waldo Road	NW 77th Street	Rural principal arterial roadway with a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Alternate freight route to reduce delay, avoid blockages and increase reliability of the network	Multimodal freight connection route to create seamless freight mobility operations	Enhances multimodal freight connectivity	12.3
	Orange	FDOT	SR 528	SR 417	I-95	Corridor that is vital to improving the efficient movement of freight of importance to the economy of the State.	Connects key freight facilities to NHFN	Required link to complete connection from key freight facility to NHFN	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Dispersion freight route to create redundancy of the network which offers multiple ways for freight traffic	Enhances multimodal freight connectivity	19.9



August 23, 2016

Mr. Jim Boxold Secretary Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450

Subject: Critical Freight Corridors Designations

Dear Secretary Boxold;

The movement of freight within the State and with other national and international trading partners is vitally important for economic growth and job creation. To foster this growth, the FAST Act established a National Highway Freight Network (NHFN) to strategically direct Federal resources and policies toward improved performance of the NHFN.

An important part of this network is of special importance to the movement of freight within and through Marion County. Corridors within the State that are not on the Primary Highway Freight System have been designated by FDOT as Critical Rural Freight Corridors (CRFCs) and Critical Urban Freight Corridors (CUFCs).

In Marion County, 12.3 miles on the CRFC list and 8.4 miles on the CUFC list have been designated as Critical Freight Corridors and meet the FAST Act criteria.

These designations will allow the expanded use of NHFP formula funds and FASTLANE Grant Program funds for eligible projects.

The Ocala/Marion County Transportation Planning Organization (TPO) strongly supports these designations for Marion County and wants them to stay on the CRFC and CUFC lists. We appreciate the Department's efforts to improve the transportation system here in Marion County and look forward to continue our successful partnership in the future.

If you have any questions regarding our position on this issue, please contact the TPO office at (352)629-8297.

Sincerely,

Brent Malever Chairman

xc: Noranne Downs, D5 Secretary

Yvonne Arens, MPO Statewide Coordinator

Kelly Smith, MPO Liaison

Cooperative and comprehensive planning for our transportation needs



MEMORANDUM

AUGUST 23, 2016

TO: TPO MEMBERS

FROM: JOHN VOGES, SR. TRANSPORTATION PLANNER

SUBJECT: SUNTRAN BUS ADVERTISING

In February 2014, staff presented to the Board options and alternatives for advertising on SunTran buses. As a result, an agreement with Steven A. Bagen & Associates, P.A. was executed on October 9th, 2014 and the advertising period was from November 1st, 2014 through November 1st, 2015. Subsequently, an amendment to the original contract was executed on November 3rd, 2015 and the advertising period was extended to July 6th, 2016. This amendment has expired and now there are no active contracts for SunTran advertising.

Since the beginning of this contract, the TPO has been contacted by ten (10) interested parties to wrap SunTran buses (shown on next page). This gives the Board two (2) options:

- 1. Negotiate with Bagen & Associates for another extension to continue their advertising wraps on the buses.
- 2. Go out to bid to wrap buses. City procurement indicated a process of reverse bidding where an interested party could bid on the price to wrap the bus with the accepted minimum being \$1,000 per month, not including the wraps and bus incidentals that are included in the contract.

Currently, Bagen & Associates wraps five (5) buses out of a total of six (6) buses that are available to wrap.

Staff is asking for approval of an option to proceed. If you have any questions, please contact our office at 629-8297.

Interested parties to wrap buses:

Sonny's BBQ

Allen Law Firm

Sellers Funeral Home

Real Media Solutions

Bogin, Munns & Munns

Wenstrom Communications

Fakhoury Chiropractic

Ocala Realty World

One Stop Cooling and Heating

Southern Healthcare

Measure Up Marion - Bus Wrap Request

Measure Up Marion is a name that comes from our county health ranking in Florida which, unfortunately, puts us at 42 out of 67 Florida counties. Measure Up Marion is here to change that ranking. We were ranked 41st, and then we dropped another place in only one year, even before Measure Up Marion came into being.

Measure Up Marion is here for one main purpose: to help make our county raise its ranking and to do it by helping our residents live happier, healthier lives where we live, work, worship, learn and play. Our goal is to improve our ranking – to measure up.

We are working hard to make changes by:

- increasing access to healthier foods in:
 - neighborhood stores
 - vending and concession choices
 - restaurants

improving access to, and affordability in, farmers' markets by having them accept all forms of payment

helping children in after-school and summer recreation programs learn how to identify healthy food options

lowering exposure to second-hand smoke and increasing tobacco free and smoke free properties in:

- multi-unit housing
- restaurants, especially patios and entrances
- parks and recreational areas
- faith community campuses

increasing the number of people who can avoid, reduce or manage chronic diseases with the help of community and clinical help by:

- building and strengthening a community health worker network in our outlying areas
- providing and expanding worksite wellness to area businesses and agencies
- creating multi-disciplinary teams in clinical settings
- utilizing current technology for accessing and sharing health information through an electronic health information exchange

Those reasons are why we're here. How we came to be here is another story.

Our partner organizations joined together and, through the Centers for Disease Control and Prevention's Partners in Community Health (PICH) award, we are able to lead an initiative in Marion County that helps improve the health of our community and prevent and reduce our rates of chronic disease.

We are proud that we are one of only four funded programs in Florida, and one of only 39 funded programs in the entire U.S.

Locally, Measure Up Marion is a partnership of Marion County community health advocates and organizations coordinated by Heart of Florida Health Center.







YOUL SILEP

MeasureUpMarion.com

Made possible with funding from the Centers for Disease Control and Prevention.



MEMORANDUM

AUGUST 23, 2016

TO: TPO MEMBERS

FROM: JOHN VOGES, SR. TRANSPORTATION PLANNER

SUBJECT: BUS PASS REQUEST

The City of Ocala recently hired a Social Services Liaison to coordinate efforts with local agencies to assist homeless and low income people and families in the community. As part of this effort, a need was identified to get these people short-term transportation assistance to get to medical appointments, job centers, and social service organizations.

The City is requesting twenty (20) monthly passes to assist in this effort.

Staff is recommending approval of this request to help these people in our community with their short-term transportation needs.

If you have any questions, please contact our office at 629-8297.



I-75 Relief Task Force Update Ocala/Marion County TPO

Presented by:

Huiwei Shen

Manager, Systems Planning Office Florida Department of Transportation





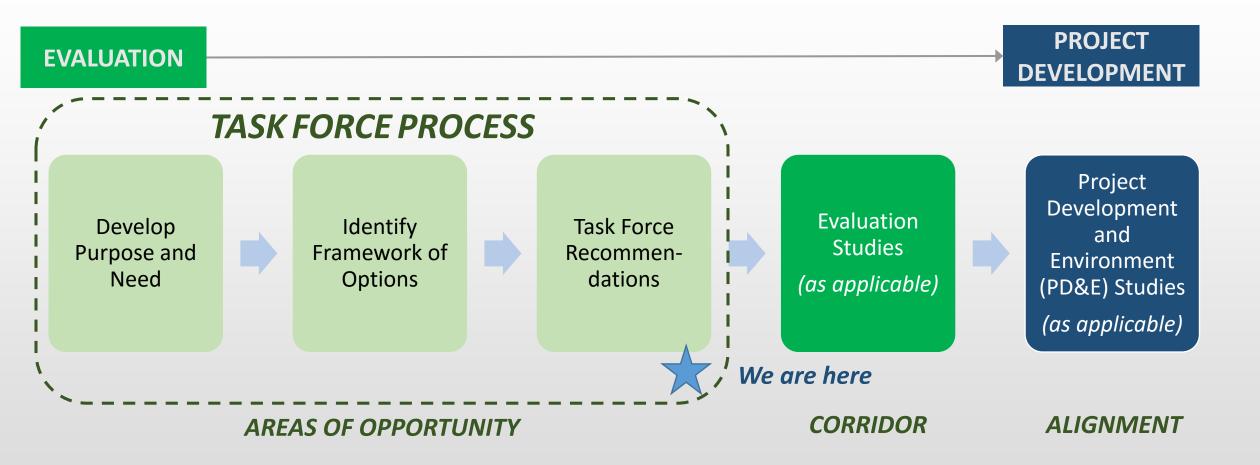
The I-75 Relief Task Force

- Established by Secretary Boxold in October 2015 with broad membership
- Overarching goals
 - Provide relief to I-75
 - Enhance regional connectivity
- Center Piece of Task Force Charge
 - Maximizing the use of existing transportation facilities
 - Developing new transportation facilities
 - Considering multiple modes and multiple uses
- Task Force recommendations will be submitted by October 2016





Planning and Project Development





FUTURE CORRIDORS Guiding Principles









Conservation

Countryside

Centers and Communities

Corridors

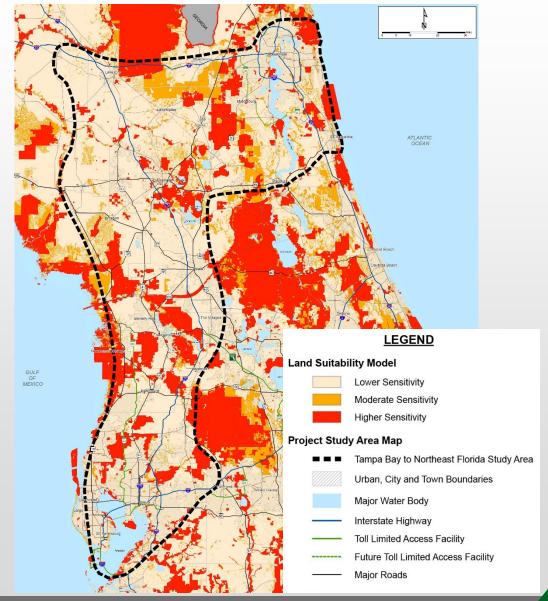
Consensus Building





Land Suitability

- Identify areas with highest concentration of environmental and community resources
- Help delineate best opportunities for the least environmental and community impacts





Preliminary Purpose and Need

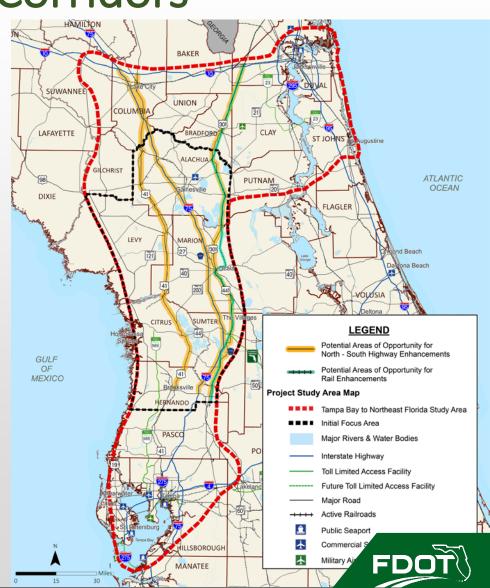
- Two Overarching Purposes:
 - 1. **Provide relief** to I-75 and **improve mobility** in the Initial Focus Area (yellow area)
 - 2. *Enhance regional connectivity* between:
 - Tampa Bay
 - Northeast Florida





Framework for Enhanced and New High-Speed, High-Capacity Transportation Corridors

- Immediately optimize existing transportation corridors
- Evaluate potential enhancements to, or transformation of, existing transportation corridors
- Evaluate potential areas of opportunity for new multimodal, multiuse corridors after evaluation of enhancements to I-75 and other I-75 connector roads and determination of need





Evaluation Approach and Implementation

- Develop a structured process to evaluate framework of options
- Develop and implement a robust public involvement process
- Take immediate action to identify and implement strategies to optimize and transform I-75 including the development of dedicated truck lanes and/or express lanes
- Evaluate potential enhancements to U.S. 301 and U.S. 41 while also supporting regional and local visions and land use plans
- Evaluate potential enhancements to existing or creation of new intercity bus, passenger rail, and freight rail services
- Based on further evaluation of the purpose and need and consideration of the assessment of the existing corridor options, conduct evaluation studies of potential areas of opportunity for new multimodal, multiuse corridors that would provide additional relief to I-75, if needed, and improve long-term connectivity between Tampa Bay and Northeast Florida.



Documentation of Task Force Recommendations

- Report approved at Task Force Meeting #7, August 12, 2016
- Comments and Coordination Report
- Identification of Avoidance Areas, Land Suitability Mapping and Areas of Opportunity Considered
- All meeting materials and reference documents are available on the website at www.i75relief.com







For more information contact:

Huiwei Shen

Manager, System Planning Office

Florida Department of Transportation



850-414-4911



Huiwei.Shen@dot.state.fl.us



MEMORANDUM

AUGUST 23, 2016

TO: TPO MEMBERS

FROM: JOHN VOGES, SR. TRANSPORTATION PLANNER

SUBJECT: TRANSIT SHELTERS AND ADA ACCESS

In October, 2015, Mr. Jonathan Connor contacted the TPO with an interest in installing and maintaining transit shelters for SunTran in Marion County. His intent was to have the shelters installed and recoup his investment by providing advertising within the shelter.

Staff advised Mr. Connor that he would need to conform to the advertising space requirements required by the City of Ocala for the locations where he intended to install the shelters. He requested that the City change their sign ordinance to accommodate more advertising space. The City chose not to change their ordinance and this was conveyed to Mr. Connor who decided to withdraw from the project because he felt he couldn't make enough money through advertising to make it profitable.

Subsequently, staff is in the process of soliciting bids for transit shelters and installation as well as bids for contracting work for ADA access improvements and transit shelter pads.

The City of Ocala Engineering Department has agreed to develop the drawings needed for these locations and the City of Ocala Surveying Department continues their work in surveying all potential transit shelter locations.

If you have any questions, please contact our office at 629-8297.

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services' website (https://apps.fldfs.com/fsaa).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: City of Ocala-Marion County MPO											
Type of Non-state Organization: Local Government											
(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)											
Awarding Agency: Commission for the Transportation Disadvantaged											
Title of State Project: Transportation Disadvantaged Planning Program											
Catalog of State Financial Assistance (CSFA) Number: 55.002											
Contract/Grant/Agreement Number: G0C67											
PART A											
YES NO											
X 1. Is the non-state organization a district school board, charter school, community college, public university, government outside of Florida, or a Federal agency?											
Z 2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?											
X 3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?											
4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ¹ resources that meet all of the following criteria?											
— A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?											
B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?											
C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?											
MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).											
If any of 1-4 above is yes, the recipient/vendor relationship determination does not need to be completed because the FSAA is not applicable to the non-state organization.											

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES	NO	
X		1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
X		2. Is the non-state organization required to provide matching resources not related to a Federal Program?
X		3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
X		4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
X	***************************************	5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)

If **any** of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization **is** subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the response above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization.

(Check one)

Recipient/Subrecipient: X

Vendor:

Exempt Organization:

Comments:

Print Name: Bill Hearndon

Telephone Number: 850-410-5713

Title: Project Manager

Signature

Date: 06/30/2016

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1 (DFS-A2-CL), must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state entity.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060 or Suncom 293-3060. Reference may be made to Rule 69I-5, FAC.

DFS-A2-NS July 2005 Rule 69I-5.006, FAC

SAMAS Approp:	108846	Fund:	TDTF	FM/Job No(s) 4	3202911401
SAMAS Obj.:	7750075	Function:	035	CSFA No.	55.002
Org Code:	55 12 00 00 952	Contract N	lo.: <u>G0C67</u>	Vendor No.:	59-6000392

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this <u>25th</u> day of <u>July</u>, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and <u>City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478</u>, hereinafter called the Grantee.

WITNESSETH:

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Program Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

- **2.10 General Requirements:** The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.
- **2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- **2.30 Funds of the Agency:** The Grantee will provide the necessary funds for the completion of the Project.
- **2.40 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.
- **2.50 Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2016-17 Planning Grant Program Manual.
- **3.00 Total Project Cost:** The total estimated cost of the Project is \$25,870.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.
- **4.00 Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$25,870.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.
 - **4.10 Eligible Costs:** Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.
 - **4.20 Eligible Project Expenditures:** Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:
 - a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
 - b) Availability of funds as stated in Article 17.00 of this Agreement;
 - c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
 - d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.
 - **4.30 Front End Funding:** Front end funding is not applicable.
- **5.00 Retainage:** Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

- **6.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.
- **6.20 Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B".

7.00 Accounting Records, Audits and Insurance:

- **7.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.
- **7.20 Funds Received Or Made Available for The Project**: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

- **7.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.
- **7.40 Documentation of Project Costs and Claims for Reimbursement:** All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

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

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

7.60 Audits:

- 1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

8.00 Requisitions and Payments:

- **8.10 Preliminary Action by the Grantee:** In order to obtain any Commission funds, the Grantee shall:
- **8.11** File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.
- **8.12** Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.
- **8.13** Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2017.
- **8.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:
 - **8.21 Misrepresentation:** The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;
 - **8.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
 - **8.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

- **8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;
- **8.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or
- **8.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.
- **8.30 Disallowed Costs:** In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C".
- **8.40 Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1 Florida Administrative Code, and the Program Manual for Planning Related Services is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A."
- **8.60 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

- **9.20 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.
- **9.30 Public Access to Records:** The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.
- **10.00 Remission of Project Account Upon Completion of Project:** Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.
- **11.00 Audit and Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

- **12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Agency complying in full with provisions of section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.
- **12.30 Competitive Procurement:** Procurement of all services or other commodities shall comply with the provisions of section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

- **13.10 Equal Employment Opportunity:** In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.
- **13.20 Title VI Civil Rights Act of 1964:** The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

13.30 Prohibited Interests:

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

- **13.32 Business Conflicts:** Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.
- **13.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.
- **13.34 Former Employees Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.
- **13.35 Former Employees Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

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

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

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

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

- **13.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.
- **13.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- **13.70 Homeland Security**: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
- 1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
- 2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

- **14.10 Environmental Pollution:** Not applicable.
- **14.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

- **14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.
- **14.40** How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- **14.50 Bonus and Commissions:** By execution of the Agreement the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.
- **14.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

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

- **18.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before <u>June 30, 2017</u>. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2017.
- **19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- **20.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- **21.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

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

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	1 1 25 2016
DATE	July 25, 2016

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

GRANTEE: CITY OF OCALA/MARION COUNTY MPO

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: Stose Crolin

TITLE: /RANSPORTATION PLANNER TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401	
CONTRACT NO.	G0C67	
AGREEMENT		
DATE	July 25, 2016	

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES: PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and <u>City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478</u>.

I. PROJECT LOCATION: Marion County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2016-17 Planning Grant Program Manual. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1:Weighted value = 17%

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

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

TASK 2 A: Weighted value = 15%

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

Deliverable:

Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:

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

Deliverable:

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

TASK 3: Weighted value = 40%

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

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

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

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

- 1. Agendas for LCB meetings. Operator payments should be addressed as a standard agenda item for each LCB meeting, where operators are utilized by the CTC to provide services.
- 2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
- 3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
- 4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

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

TASK 4: Weighted value = 4%

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

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

TASK 5:

Weighted value = 4%

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 6: Weighted value = 4%

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

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

TASK 7: Weighted value = 4%

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

Deliverable: Cover Page of AOR, <u>signed by CTC representative and LCB Chair</u>.

TASK 8: Weighted value = 4%

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

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

TASK 9: Weighted value = 4%

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

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

TASK 10: Weighted value = 4%

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

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

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	
DATE	July 25, 2016

EXHIBIT "B" PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and <u>City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478.</u>

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Planning Grant Program Manual. For the required services, compensation shall be the total maximum limiting amount of \$25,870.00 for related planning services in Marion County(ies)

TOTAL:	100%	\$25,870.00
Task 10	4%	\$1,034.80
Task 9	4%	\$1,034.80
Task 8	4%	\$1,034.80
Task 7	4%	\$1,034.80
Task 6	4%	\$1,034.80
Task 5	4%	\$1,034.80
Task 4	4%	\$1,034.80
Task 3	40%	\$10,348.00
Task 2	15%	\$3,880.50
Task 1	17%	\$4,397.90

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)

\$25,870.00

Total Project Cost

\$25,870.00

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

Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June FY 16/17

FM/JOB No(s).	43202911401	
CONTRACT NO.	G0C67	
AGREEMENT		
DATE	July 25, 2016	

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and <u>City of Ocala/Marion County MPO, 121 Watula Avenue, Ocala, Florida 34478.</u>

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as Coordinating Board minutes, by-laws, grievance procedure, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

Florida Commission for the Transportation Disadvantaged Attn: Project Manager 605 Suwannee Street, MS 49 Tallahassee, Florida 32399-0450

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

- 1. Contracts furnishing contractual services or commodities from a valid State or intergovernmental contract as set forth in section 287.042(2), Florida Statutes.
- 2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in section 287.107(1)(b), Florida Statutes.
- 3. Contracts for consultant services for an amount less than Category I as set forth in section 187.017(1)(a), Florida Statutes.

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C67
AGREEMENT	*
DATE	July 25, 2016

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:

Commission for the Transportation Disadvantaged/Florida Department

of Transportation

State Project Title:

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

(CTD)

PLANNING GRANT PROGRAM

CSFA Number: 55.002

*Award Amount: \$25,870.00

Specific project information for CSFA Number 55.002 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

^{*}The state award amount may change with supplemental agreements

TO: PT952EM@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0C67

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FUNDS APPROVAL

Contract #G0C67 Contract Type: Method of Procurement:

Vendor Name: OCALA MARION MPO Vendor ID: VF596000392011

Beginning date of this Agmt: 07/01/16 Ending date of this Agmt: 06/30/17

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA *CATEGORY/CAT YEAR

(FISCAL YEAR) *BUDGET ENTITY

AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: Funds have been: APPROVED

55 120000952 *AB *751000 * 25870.00 *43202911401 *615 *

*55100100 *108846/00 2017 *00 * A001 *0001/04

TOTAL AMOUNT: *\$ 25,870.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 07/01/2016

Resolution No.16-04

A RESOLUTION OF THE OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING THE DIRECTOR TO EXECUTE THE FY 2016/2017 TRANSPORTATION DISADVANTAGED PLANNING GRANT

WHEREAS, the Ocala/Marion County Transportation Planning Organization (TPO) is responsible for the coordinated, comprehensive and continuing transportation planning process for Marion County, and

WHEREAS, the Ocala/Marion County Transportation Planning Organization (TPO) is responsible for transportation planning and programming activities for Ocala/Marion County, as set forth in Chapter 339.175, Florida Statutes; and

WHEREAS, as per Chapter 427.015, Florida Statutes, the TPO is the designated official planning agency for the administration of the Transportation Disadvantaged program; and

WHEREAS, the Commission for the Transportation Disadvantaged provides planning funds on an annual basis; and

NOW THEREFORE BE IT RESOLVED by the Ocala/Marion County Transportation Planning Organization that:

The TPO authorizes the TPO Director to execute the FY 2016/17 CTD planning grant in the amount of \$25,874.

CERTIFICATE

The undersigned duly qualified Chairman of the Ocala/Marion County Transportation Planning Organization hereby certifies the foregoing is a true and correct copy of the resolution adopted at a legally convened public meeting of the Ocala/Marion County Transportation Planning Organization held this 7th day of July 2016.

Councilman Brent Malever, Chairman

Greg Slay, TPO Director

CONTRACTOR TRAVEL FORM

Contract	or Greg Slay		Contract or PO#			_	Contact	Person S	hakayla Jacob	S
Company Ocala/Marion County TPO Company's Address 121 SE Wa			ula Avenue	Telepho	Telephone No. (352) 629-8297					
Residence (City) Ocala, Florida							E-Mail A	ddress <u>sj</u>	acobs@ocalafl.org	
L							.1			
				CLASS A & B MEAL	PER DIEM/ ACTUAL	MAP MILEAGE	VICINITY MILEAGE	INCIDENTAL EXPENSES		
	OF ORIGIN TO DESTINATION	(NAME OF CONFE	ENENGE ON CONVENTION	and RETURN	ALLOWANCE	LODGING	MILLAGE	WILLAGE	AMOUNT	TYPE
6/16/2016	Ocala to Orlando	MPOAC Policy S	ubcommittee	11:00 am		\$129.95				
6/16/2016					\$32.00					
6/17/2016					\$12.00					
6/17/2016					\$15.00					
6/17/2016	Orlando to Ocala			3:00 pm						
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0101/47/195								<u> </u>		
	fy or affirm that the above expenses were a				COLUMN COLUMN TOTAL TOTAL		TOTAL MILES		COLUMN TOTAL	SUMMARY TOTAL
performance of my official duties; attendance at a conference or convention was directly related to my official duties of the agency or contract/PO; any meals or lodging included in a registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and conforms in every respect with the requirements of Section 112.061, Florida Statutes, Chapter 691-42 F.A.C., Department of Banking and Finance Bureau of Auditing Handbook, Department of Transportation Disbursement Handbook and the terms of the contract.					\$59.00	\$129.95	X @ \$ 0.445 \$188.95			\$188.95
		10		4 mm 6 mm	JUSTIFICATION/EXPLANATION					
CONTRAC		11 Ccy	DATE:	15.16						
JOB TITLE	TPO Director									
	Section (3)(a), Florida Statutes and the term se above consultant was on official business ated above.									
CONTRACTOR'S SUPERVISOR: DATE:				OTHER PERS	ONNEL IN PA	RTY			A	
TYPED or I	orinted NAME: Brent Malever									
	O Chairman									



MEMORANDUM

AUGUST 23, 2016

TO: TPO MEMBERS

FROM: JOHN VOGES, SR. TRANSPORTATION PLANNER

SUBJECT: CFMPOA RESTATED INTERLOCAL AGREEMENT

One of the closeout items from the July 15th, 2016 Central Florida MPO Alliance (CFMPOA) meeting was the Restated Interlocal Agreement that created the Central Florida MPO Alliance. Each MPO and TPO has been asked to get board approval of the restated Interlocal Agreement and have its' designated member to the CFMPOA sign it at the October 14th, 2016 CFMPOA meeting.

Staff is asking for approval of this Interlocal Agreement.

If you have any questions, please contact our office at 629-8297.



FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE CENTRAL FLORIDA MPO ALLIANCE

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of ______, 2016, by and between the Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando, the River to Sea TPO, the Space Coast TPO, the Ocala/Marion County TPO, the Lake-Sumter MPO, and the Polk TPO.

RECITALS

WHEREAS, Central Florida MPO Alliance Resolution No. 2001-01 was adopted by MetroPlan Orlando, the River to Sea TPO, the Space Coast TPO, and the Lake County Board of County Commissioners (hereinafter referred to as Lake-Sumter MPO) to create and operate the Central Florida MPO Alliance;

WHEREAS, the service areas for MetroPlan Orlando, the River to Sea TPO, the Space Coast TPO, the Ocala/Marion County TPO, the Lake-Sumter MPO and the Polk TPO are as described in each respective organization's Interlocal Agreements.

WHEREAS, Resolution No. 2003-01 was adopted by the Central Florida MPO Alliance adding the Polk Transportation Planning Organization (TPO) to its membership;

WHEREAS, Resolution No. 2004-01 was adopted by the Central Florida MPO Alliance adding the Ocala/Marion County Transportation Planning Organization (TPO) to its membership;

WHEREAS, the 2005 Florida Legislature enacted Chapter 2005-290, Laws of Florida, relating to infrastructure planning and funding (the "Act");

WHEREAS, the Act provides that regional transportation plans may be developed in regional transportation areas in accordance with an Interlocal Agreement entered into pursuant to Section 163.01, <u>Florida Statutes</u>, by two or more contiguous Metropolitan Planning Organizations;

WHEREAS, the parties hereto established the Central Florida MPO Alliance through the Interlocal Agreement dated October 19, 2005;

WHEREAS, the Interlocal Agreement dated October 19, 2005 was amended by Resolution of each member of the Central Florida MPO Alliance in February 2007;

WHEREAS, the Interlocal Agreement dated October 19, 2005 was further amended by Resolution of each member of the Central Florida MPO Alliance in February/March 2012;

WHEREAS, the parties hereto desire to continue the Central Florida MPO Alliance through this First Amended and Restated Interlocal Agreement in order to continue the region's collaborative transportation planning process, to comply with the applicable provisions of Chapter 2005-290, Laws of Florida, with regard to development of a regional transportation plan, and to access funds that are available to encourage regional transportation planning efforts; and

WHEREAS, Section 339.2819, <u>Florida Statutes</u>, creates within the Florida Department of Transportation a Transportation Regional Incentive Program (TRIP) that provides funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes.

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

- 1. The Central Florida MPO Alliance (the "Alliance") is hereby formed to:
 - a. Maintain and update a regional transportation plan;
 - b. Pursue funding opportunities to advance regionally significant facilities and services which may include the establishment of regional transportation project priorities for the TRIP;
 - c. Serve as a forum for exchanging information between members, especially on projects of regional significance;
 - d. Coordinate regional transportation planning and policy development with the Florida Department of Transportation;
 - e. Identify regional transportation opportunities;
 - f. Solve regional transportation issues; and
 - g. Establish legislative priorities that will assist in addressing the region's transportation needs.
- 2. Each of the six organizations comprising the Alliance shall appoint three (3) voting policy Board members to serve on the Alliance. Each of the six organizations may appoint up to three (3) alternate representative who are also policy Board members. Terms of voting and alternate members shall run from the time of appointment by the member policy Board until said members no longer serve on the member MPO Board, or until replaced by the member MPO Board.
- 3. The Alliance will meet quarterly. Quarterly meetings shall be held at MetroPlan Orlando located at 250 S. Orange Ave, Suite 200, Orlando, FL 32801 or a location designated and approved by the Chairperson of the Alliance. Annually, at least one meeting may be held off-site, at a mutually agreed

upon location, for the purpose of holding a joint meeting with the West Central Florida Chairs Coordinating Committee/TBARTA MPOs Chairs Coordinating Committee.

4. At the last meeting in each calendar year, members of the Alliance shall select one of its members as a Chairperson, another member as Vice-Chairperson, and a third member as Secretary. The three officers shall serve a term of one year or until their successors are selected. In the event an officer is unable to complete the term of his or her office, a successor, from the same jurisdiction, shall be elected to complete the term or the Alliance may also choose the office remain vacant until the time of the next annual elections.

By mutual agreement of the Alliance members, MetroPlan Orlando staff will provide primary administrative support to the Alliance from existing staff. MetroPlan Orlando staff shall be responsible for preparing minutes, placement of advertisements and meeting notices, working with the member Directors to prepare an agenda, preparing and distributing agenda packages to all Alliance members and other interested parties, and providing orientation briefings to incoming Alliance members along with their respective members' staff. Also by mutual agreement, each member shall provide an annual contribution in the amount of five thousand dollars (\$5,000) to MetroPlan Orlando for the purpose of covering expenses included, but not limited to, support staff as noted above, off-site meeting expenses, meeting advertising costs, copying and printing costs, technology costs, cost of postage and/or delivery service, and other publications/reports as approved by the Alliance such as a compilation of member organizations' Long Range Transportation Plans and Prioritized Project Lists into a regional document and compilation and publication of a Regional Indicators report. Other small scale studies may be approved by the Alliance based on funding availability.

- 5. The Alliance shall utilize the Scott, Foresman *Robert's Rules of Order* Newly Revised (9th ed. 1990), as the official rules of procedure.
- 6. Quorum. The Alliance shall consist of eighteen (18) members. The presence of ten (10) members at a meeting shall constitute a quorum. Every effort should be made to have at least one representative present from each member organization, however in the event this is unattainable, the Executive Director may act on behalf of their respective organization. No action shall be taken by the Alliance except upon a majority vote of those present and voting. Because the Alliance operates on the basis of consensus, no substantive action shall be adopted by the Alliance on any issue if the majority of the members of any delegation (i.e. MetroPlan Orlando, the River to Sea TPO, the Space Coast TPO, the Lake-Sumter MPO, the Polk TPO, or the Ocala/Marion County TPO) present and voting shall oppose the proposed action.
- 7. Technical and additional administrative support for the Alliance will be provided by existing staff from the members' respective organizations. All meetings of the Alliance shall be advertised at least three (3) days prior to said meeting by posting a notice at the office of each of the six (6) member organizations comprising the Alliance, setting forth the time, place, and date of said meeting and an agenda of said meeting, to include a notice published on the website of each organization. Further, a notice including the time, place, and date of the meeting shall be advertised in a newspaper of general circulation, as defined by Chapter 50, Florida Statutes, within Central Florida and the Florida Administrative Weekly. Minutes shall be taken at all Alliance meetings, and shall be consistent with the Government-in-the-Sunshine Act, Section 286.011, Florida Statutes. All meetings and other public records shall be maintained at the offices of MetroPlan Orlando, with a true and correct copy provided to each member organization.

- 8. The organizations comprising the Alliance will maintain control of their respective funding and programming responsibilities, although opportunities may be identified for cooperative ventures such as through the Transportation Regional Incentive Program (TRIP) or other discretionary programs that may be established at the federal or state level.
- 9. The Alliance is a regional collaborative and has no regulatory power. The Alliance shall take no position, or advocate any position, on any substantive matter, except for the substantive positions advocated by Alliance member organizations. The primary purposes of the Alliance shall be to maintain and update a regional transportation plan, pursue funding opportunities to advance regionally significant facilities and services, act as a clearinghouse with regard to regional transportation issues, and serve as a cooperative forum for member organization fact-finding and advocacy of positions espoused by its member organizations.
- 10. The Alliance shall compare and review, at least every five (5) years, each member organization's adopted Long Range Transportation Plan for the purpose of identifying any potential planning area conflicts and/or opportunities for further regional coordination to advance projects of mutual interest. For the purposes of this review, the regional transportation area shall be all of Orange County, Seminole County, Osceola County, Volusia County, Brevard County, Lake County, Sumter County, Polk County, and Marion County. Additionally, Beverly Beach, Flagler Beach and portions of the cities of Palm Coast and Bunnell, as well as portions of unincorporated Flagler County are also included pursuant to the designated metropolitan planning area of the River to Sea TPO. This effort will be a collaborative effort involving all members of the Alliance with MetroPlan Orlando serving as the lead agency.
- 11. Disagreements regarding interpretation of this Agreement or disputes relating to the development or content of the regional transportation plan shall be resolved by alternate dispute resolution, either through mediation or binding arbitration, as provided in Chapter 44 and Chapter 682, Florida Statutes.
- 12. Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original agreement.
- 13. This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting in written form to the other parties of this Agreement a notice of intent to withdraw, at least ninety (90) days prior to the intended date of withdrawal. The withdrawing party and the remaining parties shall execute a memorandum reflecting the legal withdrawal of the party and the alteration of the list of parties that are signatories to this Agreement.
- 14. <u>Notices</u>. All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed to each respective MPO as follows:

MetroPlan Orlando:	Space Coast TPO:
Mr. Harold W. Barley, Executive Director	Mr. Bob Kamm, Executive Director
250 S. Orange Avenue, Suite 200	2725 Judge Fran Jamieson Way
Orlando, FL 32801	Bldg. B, MS 82
,	Viera, FL 32940
Lake-Sumter MPO:	Polk TPO:
Mr. T J Fish, Director	Mr. Tom Deardorff, Director
1616 South 14 th Street	Drawer TS-05
Leesburg, FL 34748	P.O. Box 9005
	Bartow, FL 33831-9005
River to Sea TPO:	Ocala/Marion County TPO:
Lois Bollenback, Executive Director	Mr. Greg Slay, Executive Director
2570 W. International Speedway Blvd	121 SE Watula Avenue
Suite 100	Ocala, FL 34471
Daytona Beach, FL 32114	

15. Interpretation.

- a. <u>Drafters of Agreement</u>. The parties hereto were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- b. <u>Severability</u>. Invalidation of any one of the provisions of this Agreement or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect, provided that such remainder would then continue to conform to the terms and requirements of applicable law.
- 16. <u>Enforcement by Parties Hereto</u>. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.
- 17. <u>Agreement Execution; Use of Counterpart Signature Pages</u>. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which is executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- 18. <u>Effective Date; Cost of Recordation</u>. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party thereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located. The cost of recording shall be at the expense of each party.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced entities.

Signed, sealed, and delivered in the presence of:

METROPLAN ORLANDO:	SPACE COAST TPO:
BY:	BY:
TITLE:	TITLE:
ATTEST:	ATTEST:
TITLE:	TITLE:
LAKE-SUMTER MPO:	POLK TPO:
BY:	BY:
TITLE:	TITLE:
ATTEST:	ATTEST:
TITLE:	TITLE:
RIVER TO SEA TPO:	OCALA/MARION COUNTY TPO:
BY:	BY:
TITLE:	TITLE:
ATTEST:	ATTEST:
TITLE:	TITLE:



Closure for northbound US 441 access to southbound CR 25A

Marion County – The northbound US 441 left turn lane to southbound County Road (CR) 25A will be closed starting at 7 a.m. Friday, July 29. The closure is expected to last for 30 days.

Motorists needing to travel south on CR 25A will be directed to continue north on US 441 and make a U-turn to access southbound CR 25A (See green arrows). Access to southbound US 441 and northbound US 441 from CR 25A will be maintained at all times (See blue arrows).



The closure is part of the US 441 construction project from NW 35th Street to north of CR 25A. During the closure, contractor Anderson Columbia Co., Inc. will be working on a series of access management improvements at the intersection to eventually realigning CR 25A at US 441.

Please note that this schedule may change due to weather or other unexpected conditions.

Current project information will be posted to the Florida Department of Transportation's Central Florida website, www.cflroads.com.

To ensure your safety and the safety of others, please exercise extra caution when driving through construction work zones.

STATE ROAD 200 IMPROVEMENTS PUBLIC HEARING SEPT. 13

District: Five

Meeting Type: Hearing

Date: Tuesday, September 13, 2016

Time: 5:00 pm to 7:30 pm

Location Name: Episcopal Church of the Advent

Street Address: 11251 SW Highway 484

City: Dunnellon

Purpose:

The Florida Department of Transportation (FDOT) will have a public hearing about the plans to reconstruct and widen the segment of State Road (SR) 200 from north of the Citrus County Line to south of County Road (CR) 484 in Marion County. FDOT is proposing to widen the existing two lane roadway to four lanes, with the addition of a 40' grass median. Further improvements include bridges for wildlife, pedestrian trail access and equestrians, and the installation of a wildlife fence on portions of FDOT right-of-way. The project is not yet funded for construction.

The public hearing will be held on Tuesday, September 13, 2016, at the Episcopal Church of the Advent, 11251 SW Highway 484, Dunnellon, FL 34432, between 5:00 p.m. and 7:00 p.m. The hearing will begin as an open house at 5:00 p.m. with a formal presentation at 6:00 p.m. Staff members will be available to discuss the project and answer questions before and after the presentation.

Participants may provide verbal comments directly to a court reporter before and after the formal presentation. Written comments can be submitted at the hearing, sent by mail to Naziru Isaac, P.E., Florida Department of Transportation, District Five Roadway Design, M.S. #552, 719 South Woodland Boulevard, DeLand, FL 32720, or emailed to Naziru.Isaac@dot.state.fl.us, no later than September 23, 2016. All comments written and oral will become part of the project's public record.

The draft project documents will be available for public review from August 23, 2016 to September 23, 2016 at the Freedom Public Library, 5870 SW 95th Street, Ocala, FL 34476, Monday, Wednesday, Friday and Saturday from 10:00 a.m. to 6:00 p.m., Tuesday and Thursday from 10:00 a.m. to 8:00 p.m.

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 by phone at 386-943-5367, or via email at Jennifer.Smith2@dot.state.fl.us.

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, The Valerin Group, by telephone at 407-508-0839 or by email at kelly@valerin-group.com, at least seven 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).

Primary Contact: Naziru Isaac, P.E., FDOT District Five

Primary Phone: 386-943-5547

Primary E-Mail: Naziru.lsaac@dot.state.fl.us

Expires: 9/14/2016

August 17, 2016

				CONSTRUCTIO	N			
Financial Project No.	<u>Description</u>	Work Mix Description	Contractor Name	<u>Original</u> Amount	Original Contract	Work Begin	<u>Status</u>	Lane Closures
238693-1	SR 35 (Baseline Road) from SE 92nd Loop to SR 464	ADD LANES & RECONSTRUCT	D.A.B. CONSTRUCTORS, INC.	\$17,605,644.00	850	8/28/2015	Time started on 8/28/2015 with design. Working with utilities on relocation and drainage issues. Working in basin 1, 2, and 3 with drainage placement. Working on drainage basin issues with design.	N/A
238719-1	SR 40 Widening from CR 328 to SW 80th Ave (CR 225A)	ADD LANES & RECONSTRUCT	D.A.B. CONSTRUCTORS, INC.	\$12,324,444.44	490	05/28/14	Completed on 4/25/2016.	N/A
	Asphalt Resurfacing Various Locations: SR200, SR 464, SR 40 & US 441	MAINTENANCE	D.A.B. CONSTRUCTORS, INC.	\$488,888.00	70		Milling and resurfacing in various locations. Started on July 29th.	N/A
427280-1	US 441 (SR 25) from NW 35th to CR 25A	RESURFACING	ANDERSON COLUMBIA CO., INC.	\$8,636,536.00	340	11/29/2015	Contractor is working on milling and resurfacing and new shoulder placement and interchange at CR 25A reconstruction.	7 a.m. to 5 p.m. Lane closures at County Road 25A, NW 114th Street north to CR 25A, and NW 100th Street. Contractor will be constructing the inside paved shoulder, paving mainline, adding turn lanes and constructing a directional median opening at NW 100th Street, and performing drainage work and roadway reconstruction at CR 25A North. 7 a.m. to 5 p.m. Lane closures at County Road 25A, NW 114th Street north to CR 25A, and NW 100th Street. Contractor will be constructing the inside paved shoulder, adding turn lanes at NW 100th Street, and performing drainage work and roadway reconstruction at CR 25A North.
428213-2	I-75 (SR 93) FROM SR 44 TO NORTH OF US 27	ITS COMMUNICATION SYSTEM	TRAFFIC CONTROL DEVICES, INC.	\$3,499,000.00	400	09/17/15	Final Testing and burn in time for the month of August.	N/A
429053-1 429083-1	US 27 (SR 500) from CR 326 to CR 225A US 27 (SR 500) from CR 225A to SR 200 (Pine Avenue)	RESURFACING	ANDERSON COLUMBIA CO., INC.	\$13,950,000.00	352	02/05/15	Completed on 5/6/2016.	
	Unpaved shoulder repair (various locations)	ROUTINE MAINTENANCE	CONCEPT CONSTRUCTION AND DEMOLI	\$197,899.33	89	05/11/16	Working on shoulder repair and grassing.	
430643-1	I-75 from North of US 27 Interchange to the Alachua County Line	RESURFACING	ANDERSON COLUMBIA CO., INC.	\$26,022,554.27	520	6/27/2015	Started milling and resurfacing going south and north bound on the inside and middle lanes. This is completed with a dual lane closure. Working on ramp widening at CR 318 and general work at SR 326	830 p.m. to 6 a.m. Northbound inside and center lane closures from SR 326 to south of CR 318. Contractor will be milling and paving the center lane.
	SR 40 fro NW/SW 52nd Ave to 500' East of the I-75 Bridge	RESURFACING	Masci General Contractors	\$1,793,083.65	220	2/8/2016	Working on misc. items to final.	7 p.m. to 6 a.m. Eastbound and westbound alternating lane closures from 52nd Avenue to 44th Avenue for loop installation. 7 p.m. to 6 a.m. Eastbound and westbound alternating lane closures from 52nd Avenue to 44th Avenue for striping.
432421-1	SR 40 from NE 25th Ave to West of NE	INTERSECTION	Masci General Contractor	\$1,085,603.74				N/A
433665-1	SR 40 from US 441 to NW 1st Ave	IMPROVEMENTS INTERSECTION	Maer Homes	\$408,828.00	120	2/15/2016	Ocala Drainage project. Final Accepted on 7/13/2016	
435466-1	Landscaping at I 75 at SR 200 and US 27	IMPROVEMENTS Landscaping	Gainesville Landscape Contractors	\$594,750.00	870	08/21/15	Contract in plant establishment time frame now.	N/A
			Contractors	TRAFFIC OPERATI	ONS			
Financial Project No.	<u>Description</u>						<u>Status</u>	
	SR 200 at SW 60th Avenue Traffic Ops		Construct westbound left turn lanes design plans under review. A milling and resurfacing project that ends at the intersection will pick up the eastbound dual lefts (and modifications to the southbound median), design scheduled FY 2016 and conscheduled for FY 2019 (436879-1). Started on 4/18/2016 Time is 60 day contract for P&S Paving (turn lane). Under construction, the work order was issued to the contractor (TCD) on 6/1, with a due date of September 3rd.					edian), design scheduled FY 2016 and construction
	CR 326 at US 27-change flashing beacon	to full signal						
	US 41 Dunnellon pedestrian crossing RR to River Drive	FB's- Withlacoochee River	River Currently in the design phase, TEDS is the design firm.					
	SR 40 and SW 140th Avenue - change fla	ashing beacon to full signal	This project is currently in t	the design phase.				
Contact Inform	ation:							

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