



# Space Coast Transportation Planning Organization (SCTPO) TECHNICAL/CITIZEN ADVISORY COMMITTEE (TAC/CAC) MEETING

TAC Chair, Cliff Graham / CAC Chair, Philip Weinberg Presiding

DATE: Monday, February 5, 2024  
TIME: 9:30 a.m.  
LOCATION: Center for Collaboration  
1100 Rockledge Blvd., Rockledge, FL 32955



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## AGENDA

### 1. Call to Order and Pledge of Allegiance

### 2. Public Comment (non-agenda items only)

*Anyone wishing to make a comment on an item not on the agenda should complete a "speaker card" at the sign-in desk. For items on the agenda, please fill out a "speaker card" and you will be called upon when the item is discussed. Comments are limited to three minutes.*

### 3. Executive Director's Report (Pg. 3)

### 4. Consent Agenda

*(The entire Consent Agenda will be passed in one motion and read aloud for the record)*

A. Approval RE: Technical/Citizens Advisory Committee Meeting Minutes – December 11, 2023 (Pg. 37)

B. Approval RE: Resolution 24-14, Acceptance and Approval to Execute SUN Trail Grant Award, Work Order 24-10K, North Merritt Island Pioneer Trail Scope of Services, and FY 24 Operating Budget Amendment (Pg. 51)

C. Approval RE: Resolution 24-12, SCTPO Performance Measure Targets: Safety (PM1) (Pg. 92)

D. Approval RE: Work Order 24-11K, Ellis Road Sub Area Model Development Scope of Services (Pg. 98)

### 5. Actions

A. Adoption RE: Resolution 24-13, SCTPO Vision Zero Action Plan Update (Pg. 107)

### 6. Presentations

A. Member Orientation (Transportation Planning 101) (Pg. 118)

### 7. Reports

A. Florida Department of Transportation (FDOT) Report (Pg. 119)

B. Bicycle, Pedestrian, and Trails Advisory Committee (BPTAC) Report (Pg. 125)

C. Space Coast Area Transit Report (Pg. 131)

D. Public Engagement Report (Pg. 132)

E. Local Government Report (Pg. 137)

### 8. Adjourn

Glossary of Terms/Governing Board Strategic Plan Reference Sheet

## UPCOMING MEETINGS:

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**BPTAC:** April 29, 2024, 5:30 p.m., Viera Government Center  
Building C, 3<sup>rd</sup> Floor, Florida Room  
2725 Judge Fran Jamieson Way, Melbourne, FL 32940

**TAC/CAC:** March 11, 2024, 9:30 a.m., Center for Collaboration,  
1100 Rockledge Blvd., Rockledge, FL 32955

**GOVERNING BOARD:** March 14, 2024, 1:30 p.m., Center for Collaboration,  
1100 Rockledge Blvd., Rockledge, FL 32955

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Public Comment: Comments will be heard on items that do not appear on the agenda of this meeting. Public comments are solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Note, however, that state law and administrative rules prevent the TPO from taking any formal action on any item discussed at this time. The TPO may schedule such items as regular agenda items and act upon them in the future. The Chair is authorized to limit discussion, as necessary, with each commentary limited to 3 minutes.

Appeal: Any person who desires or decides to appeal any decision made by this agency with respect to any matter considered at this meeting or hearing will need a record of the proceedings. For such purpose, such person may need to ensure that a verbatim record of the proceedings is made, at his own expense, which record includes testimony and evidence upon which the appeal is to be based. Any questions about this meeting should be directed to TPO staff, (321) 690-6890 or e-mail: [tpostaff@sctpo.com](mailto:tpostaff@sctpo.com)

Accessibility: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this proceeding or persons who require translation services (free of charge) should contact the Space Coast TPO Office no later than 48 hours prior to the meeting at (321) 690-6890 for assistance.

The SCTPO is actively working to increase the accessibility of our meeting materials and in doing so, adhere to many of the available standards and guidelines, when applicable. Should you encounter any inaccessible material, please contact Abby Hemenway, Public Involvement Officer and Title VI Coordinator, (321) 690-6890 or e-mail: [abby.hemenway@sctpo.com](mailto:abby.hemenway@sctpo.com)

Live Broadcast: The TPO meeting will be broadcast live on Space Coast Government Television on Spectrum Networks cable channel 499, Comcast (North Brevard) Channel 51, Comcast (South Brevard) Channel 26. SCGTV will also replay the meeting during the coming month. Check the SCGTV website for daily program updates, (<http://www.scgtv.org>).

**\*\*\* PLEASE SILENCE ALL ELECTRONIC DEVICES \*\*\***

**Space Coast TPO**  
2725 Judge Fran Jamieson Way  
Building B, Room 105  
Viera, FL 32940  
Phone: 321-690-6890

<http://spacecoasttpo.com/>



**REPORTS**  
**ITEM NUMBER 3**

**Executive Director's Report**

*For further information, please contact: [Georganna.Gillette@sctpo.com](mailto:Georganna.Gillette@sctpo.com)  
Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

Georganna Gillette, SCTPO Executive Director, will advise the Governing Board of any pertinent items not covered on the agenda.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- Executive Director's Report – February 2024, **Attachment A**
- Letter from Jared Perdue to Secretary Buttigieg, In Re: Carbon Reduction Program, **Attachment B**
- Letter from Jared Perdue to MPOs, In Re: Carbon Reduction Program **Attachment C**
- 2024 Legislative Session, Transportation Bills Summary, **Attachment D**
- Memo from Paul Gougelman to MPOAC Director, In Re: Legal Opinion, SB 1032, **Attachment E**
- Draft December 14, 2023 TPO Governing Board Meeting Minutes, **Attachment F**
- 2023 TPO Governing Board Attendance Records, **Attachment G**



Georganna Gillette  
 321-690-6890  
 Georganna.Gillette@Brevardfl.gov

# Executive Director’s Report

February 2024

- 1) **New Governing Board Members:** A big welcome to Mayor Blake from Cocoa, Council Member Kenny Johnson from Palm Bay, Council Member Stu Glass, Indialantic, representing the South Beaches Coalition, and Commissioner Skip Williams from Cocoa Beach, representing the North Beaches Coalition.
  
- 2) **MPOAC Weekend Institute 2024:** The weekend institute is for interested Governing Board members and will cover laws and regulations affecting MPOs, MPO board responsibilities and authority, critical funding issues and much more. Please contact our office if you are interested. There are two event locations:  
 March 7 and 8, 2024 Florida Hotel and Conference Center in Orlando, FL  
 May 17 and 18, 2024, at the Renaissance Tampa International Plaza Hotel in Tampa, FL
  
- 3) **Annual Call for Projects / Transportation Subcommittee:** The Transportation Subcommittee met on January 31, 2024, to discuss the kick-off of the Call for Projects and the Advance 2050 Long Range Transportation Plan Needs Charette.
  
- 4) **Advance 2050 Modal Partner Workshop** will be held on February 21<sup>st</sup> at Space Florida with all modal partners. Advance 2050 is the TPO’s Long Range Transportation Plan that outlines the transportation needs, priorities, and develops a cost feasible transportation budget and project list for the Space Coast. The LRTP is the cornerstone for all transportation investments.
  
- 5) **Southern Brevard Trails Master Plan Working Group Kick-off** will be held on February 22<sup>nd</sup> at 9:30 at the Town of Grant-Valkaria.
  
- 6) **Save the Date: FDOT D5 Safety Plan Workshop** will be held at the Titusville Public Library on February 27<sup>th</sup>. More details to follow.

## Highlights for Upcoming March TPO Board & Committee meetings

- Technology – Intelligent Transportation, EVs and emerging trends, Gil Ramirez, LTG
- FDOT Target Zero – Guest Speaker Melissa Wandall (TAC/CAC only)
- School Routes Analysis presentation
- Draft FY 25 – 26 Unified Planning Work Program
- And more.....



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE,  
P.E. SECRETARY

November 13, 2023

The Honorable Pete Buttigieg, Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, DC 20590

Secretary Buttigieg,

As Secretary of the Florida Department of Transportation (FDOT), it is my responsibility to keep Florida's supply chain moving to ensure it can support over 22.5 million residents, 137 million visitors, and a top-15 global economy. Today, FDOT is managing the largest Transportation Work Program in state history totaling over \$68 billion, with only 25% coming from federal sources. Given these record investments, my fiduciary responsibility to Florida taxpayers is more important than ever and extends to the evaluation of federal programs—whether formula-based or competitive.

In consultation with my team and after careful review of the requirements for the U.S. Department of Transportation's (USDOT) formula-based 'Carbon Reduction' Program outlined in 23 USC 175, I write to formally notify you of FDOT's decision to not participate in the continued efforts of this program. In making this decision, it became clear that conflicts exist between the authority granted to USDOT by Congress and the broad interpretation that USDOT seeks to implement.

As I noted last year in comments<sup>1</sup> regarding USDOT's attempt to legislate through administrative action, nothing within the IIJA explicitly allows for federally-induced mandates for states to track, *or achieve a certain level*, of reduced CO2 emissions. Further, to-date USDOT has failed to publish or provide guidance it committed to in April 2022, "on the process under which the Secretary will certify state transportation emissions reductions."<sup>2</sup>

As highlighted in Florida's recent<sup>3</sup> response to a similar proposal by the U.S. Environmental Protection Agency (EPA), Florida has the cleanest air on record, meeting or exceeding all EPA benchmarks, with emissions continuing to fall as fast as our state grows.

Rather than support the continued politicization of our roadways, FDOT's time, money, and resources will be focused on building roads and bridges—not reducing carbon emissions. Please consider this letter as FDOT's response to your department's November 15<sup>th</sup> deadline. My team

<sup>1</sup> [Florida Department of Transportation's Response](#) to Docket ID No. FHWA-2021-004

<sup>2</sup> [USDOT Carbon Reduction Program Implementation Guidance](#)

<sup>3</sup> [Florida Department of Environmental Protection's](#) Response to Docket ID No. EPA-HQ-OAR-2023-0072

stands ready to discuss at your team's availability and will continue to review remaining programs in the IJA to determine our participation.

Regards,

A handwritten signature in black ink, appearing to read 'JWP', is positioned above the typed name.

Jared W. Perdue, P.E.  
Secretary

cc: Shailen Bhatt, FHWA Administrator



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

December 22, 2023

Dear Metropolitan Planning Organization Partners,

As a valued partner and in an effort to continue to collaborate and support Florida's Metropolitan Planning Organizations (MPO), the Florida Department of Transportation (FDOT) would like to provide information on recent news for clarity and transparency.

The Department deeply values the commitment and dedication each of your MPOs take to thoroughly develop, plan, and prioritize each region's transportation projects, including with your long-range transportation plans. With your input, Florida has the world's most diverse transportation portfolio. FDOT plans to continue to make responsible and strategic investments in every region of the state, including traffic congestion reduction, multimodal transportation (including bicycle and pedestrian facilities), truck parking, intelligent transportation systems, and energy-efficient alternatives.

After careful consideration, FDOT notified USDOT and the Federal Highway Administration (FHWA) of the decision to not submit a formal Carbon Reduction Strategy document. This document required states to submit strategies to reduce carbon emissions by tracking and reducing emissions from vehicles. FDOT did not receive answers to all of our concerns prior to USDOT's strategy document submittal deadline.

Within a few days after that document was due, USDOT issued a final Greenhouse Gas (GHG) Rule. The final rule requires State DOTs and MPOs to establish declining carbon dioxide targets for reducing emissions and report biennially on progress toward achievements of those targets. However, in the final rule, FHWA acknowledges that the Infrastructure Investment and Jobs Act (IIJA) does not explicitly authorize the agency to assess environmental performance. Performance, as used in the law, is intended to address physical issues with infrastructure, not CO<sub>2</sub> emissions.

FDOT believes that FHWA has exhibited broad overreach in their implementation of the rule. Congress used clear language to direct USDOT to establish performance measures to assess pavement condition, bridge condition, system performance, and serious injuries and fatalities. Notably absent is a reference to GHG. Last year, FDOT formally responded to the proposed FHWA GHG emissions rule. FHWA received approximately 40,000 comments on the proposed rule, but did not significantly alter the final rule, or take into consideration the unique characteristics of all 50 states.

With the uniqueness of Florida and this rule affecting beyond just our agency, the Department diligently considered impacts for our partners and the transportation industry as a whole. This was especially important due to the language in the rule that relates to MPOs, as Florida has the highest number of MPOs in the nation – 27 MPOs and 33 UZAs (urbanized areas with populations over 50,000). Through this rule, 25 of the 27 MPOs are required to create joint targets and comply with establishing targets. FDOT estimates a high level of effort and costs, in addition to imposed compliance costs, which far exceeds FHWA’s cost estimate.

While it should be very apparent after working so closely with us through the years, I want to reaffirm FDOT’s commitment to environmental preservation and resiliency. In fact, Florida has achieved the cleanest air on record and is the most populous state to meet or exceed the existing Environmental Protection Agency (EPA) benchmarks for air quality. It is unfortunate that the new GHG rule penalizes states for population, tourism, and economic growth.

With factors such as these, FDOT has been left with no choice but to join 20 other states and file a complaint in federal court requesting injunctive relief from this rule. This action was filed yesterday, December 21, 2023.

As always, we appreciate working together to best serve our communities. FDOT remains committed to being transparent and working with our MPOs to deliver a successful transportation system. Thank you for your continued partnership.

Regards,

A handwritten signature in black ink, appearing to read 'JWP', with a stylized flourish at the end.

Jared W. Perdue, P.E.  
Secretary



<b>Bill/Sponsor</b>	<b>Summary</b>
SB 1032 by Gruters	<p>Deleting provisions related to appointment, powers, and duties of the Florida Transportation Commission; Creates a moratorium on new metropolitan planning organizations (M.P.O.s) adjacent to existing M.P.O.s. • Repeals the Metropolitan Planning Organization Advisory Council. • Requires FDOT to, at least annually, convene M.P.O.s of similar size for the purpose of exchanging best practices. • Creates the following M.P.O. accountability and transparency provisions: o Requires the Florida Department of Transportation (FDOT) to review each M.P.O.'s long-range transportation plan. o Requires FDOT to create quality performance metrics to evaluate each M.P.O. o Beginning December 1, 2025, requires each M.P.O. to annually report its score for each quality performance metric and publish the score and supporting data on its website. o Requires FDOT to validate each M.P.O.s score calculation and make adjustments as needed. o Beginning in December of 2026, and every three years thereafter, provides that an M.P.O. that falls under a certain performance metric will be placed under the control of the Secretary of Transportation for a period not to exceed one-year. o Subject to appropriation, beginning in December of 2026, and every three years thereafter, provides that the M.P.O. with the highest quality performance score will receive \$5 million from the State Transportation Trust Fund for projects approved in its work program. • Revises the items that each M.P.O. must consider when developing its long-range transportation plan and the items that must be included in the plan. • Requires, by February 2025, the M.P.O.s serving Lee and Collier counties to submit a report considering the feasibility of consolidation into a single M.P.O. Effective Date: 7/1/2024.</p>
PCB TMS 21-01 (House version of SB 1032)	<p>Creates a moratorium on new metropolitan planning organizations (M.P.O.s) adjacent to existing M.P.O.s. • Repeals the Metropolitan Planning Organization Advisory Council. • Requires FDOT to, at least annually, convene M.P.O.s of similar size for the purpose of exchanging best practices. • Creates the following M.P.O. accountability and transparency provisions: o Requires the Florida Department of Transportation (FDOT) to review each M.P.O.'s long-range transportation plan. o Requires FDOT to create quality performance metrics to evaluate each M.P.O. o Beginning December 1, 2025, requires each M.P.O. to annually report its score for each quality performance metric and publish the score and supporting data on its website. o Requires FDOT to validate each M.P.O.s score calculation and make adjustments as needed. o Beginning in December of 2026, and every three years thereafter, provides that an M.P.O. that falls under a certain performance metric</p>

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<p>SB 266 by Hooper (Industry Bill)</p>	<p>Department of Transportation; Prohibiting the department from annually committing more than a certain percentage of revenues derived from state fuel taxes and motor vehicle license-related fees to public transit projects; replacing the term “public-private partnership agreement” with the term “comprehensive agreement”; prohibiting additional metropolitan planning organizations from being designated in this state after a specified date; creating within the department a local agency program for a specified purpose, etc. Effective Date: 7/1/2024.</p>
<p>HB 287 by Esposito (Industry Bill)</p>	<p>Transportation: Limits revenues DOT may commit to public transit projects; provides requirements for motor vehicle teleoperation systems &amp; driver improvement courses; authorizes DOT to enter into comprehensive agreements with private entities; authorizes DOT to determine whether to reduce bonding requirements; provides presumption regarding death, injury, or damage resulting from motor vehicle crash involving driver of vehicle who is under influence of marijuana; revises contractor's immunity from liability; provides requirements for utility permits &amp; relocation agreements; creates Local Agency Program; requires oversight by DOT. Effective Date: July 1, 2024.</p>
<p>SB 1226 by DeCeglie (FDOT Bill)</p>	<p>Department of Transportation; Deleting the requirement that the secretary of the department appoint the department's inspector general; limiting the percentage of the total contract amount which may be allocated for the purchase of plant materials based on the monetary size of the contract; requiring each public transit provider to certify that its actual administrative costs are no greater than a certain amount; requiring the department to preserve a rail corridor within the right of way of Interstate 4 between Orlando and Tampa for a specified purpose, etc. Effective Date: 7/1/2024.</p>

<p>HB 1301 by Abbott (FDOT Bill)</p>	<p>Department of Transportation: Removes provisions requiring DOT secretary to appoint inspector general; revises provisions relating to allocation of funds for purchase of plant materials, acceptance &amp; processing of electronic payments to Florida Turnpike Enterprise, &amp; inactive prepaid toll accounts; prohibits DOT from expending certain state funds to support certain projects or programs; authorizes DOT to enter into service contracts to finance certain projects; prohibits DOT from considering certain nonpecuniary factors when developing transportation plans; creates Supply Chain Innovation Grant Program within DOC; requires DOC &amp; DOT to consider applications &amp; select grant awardees; requires funds appropriated from State Transportation Trust Fund for New Starts Transit Program to revert to trust fund; revises provisions relating to public transit provider responsibilities. Effective Date: July 1, 2024.</p>
<p>SB 28 by Hooper</p>	<p>License Taxes; Defining the terms “electric motorcycle,” “plug-in hybrid electric motorcycle,” and “plug-in hybrid electric vehicle”; imposing specified additional annual license taxes on electric vehicles and plug-in hybrid electric vehicles; increasing such taxes beginning on a specified date; providing for the distribution of proceeds from the additional license taxes; providing that the registrant of an electric vehicle or a plug-in hybrid electric vehicle is not entitled to a credit or refund for certain additional license tax except under certain conditions, etc. Effective Date: 7/1/2024.</p>
<p>HB 107 by Esposito</p>	<p>Impact of Electric Vehicles and Plug-in Hybrid Electric Vehicles on State Revenues and State Trust Funds: Requires Revenue Estimating Conference to estimate impact of certain sales tax levies for specified state fiscal years; requires Revenue Estimating Conference to provide such estimate to DOR by specified dates; provides for future repeal; requires DOR to make monthly distributions to State Transportation Trust Fund; provides for future repeal; provides legislative findings; requires DOT &amp; DOR to provide assistance to Office of Economic &amp; Demographic Research in producing specified report; requires such report to be submitted to Governor &amp; Legislature by certain date; requires Legislature to use such report for certain considerations. Effective Date: upon becoming a law.</p>

## MEMORANDUM

TO: Mark Reichert, Executive Director

FROM: Paul Gougelman, MPOAC General Counsel

SUBJECT: SB-1032 (2024 Leg. Sess.)

DATE: January 4, 2023

**BACKGROUND:** SB-1032 (2024 Leg.Sess.) proposes several major transportation-related law changes, including abolition of the Florida Metropolitan Planning Organization Advisory Council (“MPOAC”) and the Florida Transportation Commission. This memorandum analyzes the changes affecting Metropolitan Planning Organizations (“MPO) and the MPOAC with a view toward two areas of concern, including: consistency with federal law and administrative regulations and regarding cost-efficient delivery of services to the public and MPOs.

**ISSUES:** The issues presented are based on five sets of statutory changes set forth in SB-1032 and are discussed below.

- 1) New Language on Page 19, Lines 531-535, amending Section 339.175(2)a.2.:

After July 1, 2024, no additional M.P.O.’s shall be designated in this state except in urbanized areas, as defined by the United States Bureau of the Census, where the urbanized area boundary is not contiguous to an urbanized area designated before the 2020 census.

This language appears inconsistent with 23 USC Section 134(d) and (d)(7), the federal statute that sets the criteria for creation of an MPO. 23 USC Section 134(d) and (d) (7) set forth the criteria for the designation of an MPO as follows:

**§134 Metropolitan transportation planning .**

(d) DESIGNATION OF METROPOLITAN PLANNING ORGANIZATIONS.— (1) IN GENERAL.—To carry out the transportation planning process required by this section, a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals— (A) by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population

(including the largest incorporated city (based on population) as determined by the Bureau of the Census); or (B) in accordance with procedures established by applicable State or local law.

\* \* \*

(7) DESIGNATION OF MORE THAN 1 METROPOLITAN PLANNING ORGANIZATION.—More than 1 metropolitan planning organization may be designated within an existing urbanized area (as defined by the Bureau of the Census) only if the Governor and the existing metropolitan planning organization determine that the size and complexity of the area make designation of more than 1 metropolitan planning organization for the area appropriate.

23 CFR §450.310(b) and (e) implement this statutory provision as follows:

**§ 450.310 Metropolitan planning organization designation and redesignation.**

\* \* \*

(b) MPO designation shall be made by agreement between the Governor and units of general-purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.

\* \* \*

(e) To the extent possible, only one MPO shall be designated for each urbanized area or group of contiguous urbanized areas. More than one MPO may be designated to serve an urbanized area only if the Governor(s) and the existing MPO, if applicable, determine that the size and complexity of the urbanized area make designation of more than one MPO appropriate. In those cases where two or more MPOs serve the same urbanized area, the MPOs shall establish official, written agreements that clearly identify areas of coordination, and the division of transportation planning responsibilities among the MPOs.

In essence, a new MPO “shall” be designated in an urbanized area with a population of 50,000 or more individuals. 23 USC §134(d); 23 CFR §450.310(b). Note the use of the word “shall,”<sup>1</sup> a term that is mandatory in nature. The proposed Florida statutory

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<sup>1</sup> The use of the word “shall” is generally interpreted to be mandatory or a requirement. Lexecon, Inc. v. Milberg Weiss Bershad Hynes & Leach, 523 U.S. 26, 118 S.Ct. 956 (1998); In re King, 463 B.R. 555

language provides further limits on when a new MPO may be designated if the designation occurs after July 1, 2024. Pursuant to the new language proposed in SB-1032, a new MPO can only be designated in an urbanized area if the urbanized area is not contiguous to an urbanized area existing prior to 2020.

23 USC Section 134(d) provides that an MPO may be designated in an urbanized area with a population of more than 50,000 individuals by either: (1) agreement between the governor and at least 75 percent of the affected population (including the largest incorporated city (based on population)); or (2) state or local *procedures*. However, this language relates to the process or “procedure” by which a new MPO is designated. Consequently, the statutory criteria provided by SB-1032 to create a new MPO constricts the federally mandated procedure. SB-1032 simply prohibits new MPOs from being created when the MPO to be created is located in an urbanized area with an existing MPO or in a contiguous urbanized area.

The SB-1032 language is also inconsistent with 23 CFR Section 450.310(e), which permits new MPOs to be designated in an existing urbanized area, or a contiguous urbanized area, where an MPO already exists in the contiguous urbanized area. 23 CFR Section 450.310(e) provides that in an existing urbanized area, or in a contiguous urbanized area, a new MPO may be designated or created in the urbanized area, if the Governor and the existing MPO in the contiguous urbanized area determine that the size and complexity make the designation of the additional MPO appropriate. 23 USC §134(d)(7).

The language proposed by SB-1032 limits the location of new MPOs created after July 1, 2024, and the language is more limiting than the federally set standard criteria in the federal statute and federal administrative rule. The new language in SB-1032 is inconsistent with federal law and regulation. Consequently, it is trumped by Article VI, Paragraph 2 to the U.S. Constitution, which is known as the Supremacy Clause.<sup>2</sup> This clause provides that federal law and regulations supersede state law on the same subject.

2) New Language on Page 21, Lines 595-606, amending Section 339.175(6)(j):

(j)1. To more fully accomplish the purposes for which M.P.O.’s have been mandated, the department shall, at least annually, convene M.P.O.’s of similar size, based on the size

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(Bankr. S.D. Fla. 2011); City of St. Petersburg v. Remia, 41 So.3d 322 (Fla. 2d DCA 2010); Shands Teaching Hospital and Clinics, Inc. v. Sidky, 936 So.2d 715 (Fla. 4<sup>th</sup> DCA 2006).

<sup>2</sup> When application of state law *would* interfere with the operation of a valid federal statute, modern courts are more likely to conclude that the state law is preempted. Ever since Hines v. Davidowitz, 312 U.S. 52, 61 S.Ct. 399 (1941), the Supreme Court has sometimes articulated a broad version of this idea. The majority opinion in Hines arguably suggested that state law is preempted whenever its application “stands as an obstacle to the accomplishment and execution of the full purposes and objectives” behind a valid federal statute, and later cases have repeated this formulation.

of population served, for the purpose of exchanging best practices. M.P.O.'s may shall develop committees or working groups as needed to accomplish such purpose. At the discretion of the department, training for new M.P.O. governing board members shall be provided by the department, by an entity pursuant to a contract with the department, by the Florida Center for Urban Transportation Research, or by the Implementing Solutions from Transportation Research and Evaluating Emerging Technologies (I- STREET) Living Lab

While this language sounds good, the proposed amendment does not provide a concrete improvement in MPO operations or training. For example, language currently existing in Section 339.175(6)(h), Florida Statutes, provides that each MPO **shall** provide for training opportunities for local officials serving on an MPO :

(h) In order to enhance their knowledge, effectiveness, and participation in the urbanized area transportation planning process, each M.P.O. shall provide training opportunities and training funds specifically for local elected officials and others who serve on an M.P.O. The training opportunities may be conducted by an individual M.P.O. or through statewide and federal training programs and initiatives that are specifically designed to meet the needs of M.P.O. board members.

The foregoing provision needs to be read together with Section 339.175(11)(c)5., Florida Statutes, which requires the MPOAC to:

(11) METROPOLITAN PLANNING ORGANIZATION  
ADVISORY COUNCIL.—

\* \* \*

(c) The powers and duties of the Metropolitan Planning  
Organization Advisory Council are to:

\* \* \*

5. Deliver training on federal and state program requirements and procedures to M.P.O. board members and M.P.O. staff.

The training tasks called for by SB-1032 are already being conducted by the MPOAC. Thus, SB-1032 sounds like it is adding something positive, but it merely takes the task away from the MPOAC which is already performing it. Training sessions cover a full day and are held twice per year. Reviews conducted by elected officials who attend these training session have all been uniformly *highly* favorable. Why reinvent the wheel when the wheel is already working well.

The new language in SB-1032 also removes networking opportunities for MPOs to improve their operations through quarterly MPOAC conferences and meetings and switches the networking orchestration to FDOT. However, the new language only provides for MPOs of similar size, based on population served, to network with each other, thereby neglecting an opportunity for all MPOs to network together at one time.

If a system is working at the MPOAC, which it is, why abolish it and switch the responsibilities to another agency, namely FDOT? Elimination of the MPOAC and the networking/training opportunities that it provides will result in regression of transportation planning in Florida and abandons programs that have been designed and revised over a 30 + year time frame. This amendment abandons a cost-efficient delivery of service provided by the MPOAC.

3) Strike Language on Page 24, Lines 675-678, amending Section 339.175(7)(a):

Multiple M.P.O.'s within a contiguous urbanized area must coordinate the development of long-range transportation plans to be reviewed by the Metropolitan Planning Organization Advisory Council.

Striking this language appears inconsistent with federal law. For example, 23 USC §134(g)(1) and (4) provides:

**§134 Metropolitan transportation planning .**

\* \* \*  
(g) MPO CONSULTATION IN PLAN AND TIP COORDINATION.—

(1) NONATTAINMENT AREAS.—If more than 1 metropolitan planning organization has authority within an urbanized area (as defined by the Bureau of the Census) or an area which is designated as a nonattainment area for ozone or carbon monoxide under the Clean Air Act (42 U.S.C. 7401 et seq.), each metropolitan planning organization shall consult with the other metropolitan planning organizations designated for such area and the State in the coordination of plans and TIPs required by this section.

\* \* \*  
(4) COORDINATION BETWEEN MPOS.—If more than 1 metropolitan planning organization is designated within an urbanized area (as defined by the Bureau of the Census) under subsection (d)(7), the metropolitan planning organizations designated within the area shall ensure, to the maximum extent practicable, the consistency of any data used in the planning process, including information used in forecasting travel demand.



(emphasis supplied). Reference to the “coordination of plans” would include several types of plans, including the long-range transportation plan.

**§ 450.314 Metropolitan planning agreements.**

\* \* \*

(h)(1) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see §450.306(d)), and the collection of data for the State asset management plan for the NHS for each of the following circumstances:

(i) When one MPO serves an urbanized area;

(ii) When more than one MPO serves an urbanized area; and

(iii) When an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not a TMA.

(emphasis supplied).

Deletion of this language will undercut a current requirement of Florida law which is of importance. There are a number of urban areas that span the limits of more than one county and more than one MPO.<sup>3</sup>

Urban areas that span the limits of more than one county include, by example, the Bradenton-Sarasota-Venice urban area boundaries<sup>4</sup> which now run from portions of Manatee County, through Sarasota and Charlotte Counties, and into Lee County. Another example is the Miami-Fort Lauderdale urban area which spans portions of Palm Beach, Broward, and Miami-Dade Counties.<sup>5</sup>

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<sup>3</sup> Provision of more than one MPO in a given urban area, the process of designation, was established in Florida by agreement between the Governor and the existing MPO in the area some years ago given the size and complexity of the urbanized area. This is consistent with 23 CFR §450.310(e) and provides that the designation of more than one MPO is appropriate in such instance.

<sup>4</sup> Urban area boundaries, as determined by the U.S. Bureau of the Census every ten years, are based on the location and density of population and do not coincide with county boundaries.

<sup>5</sup> Other examples of urban areas spanning more than one county include the Port St. Lucie urban area which includes portions of St. Lucie and Martin Counties; Vero Beach-Sebastian urban area which includes portions of Brevard, Indian River, and St. Lucie Counties; Daytona Beach-Palm Coast-Port Orange urban area which includes portions of Fagler and Volusia Counties; the Jacksonville urban area which includes portions of Clay, St. Johns, and Duval Counties; the Orlando urban area which includes

Coordination of long-range transportation plans between MPOs within a single urban area only makes sense, since connecting transportation facilities (primarily roads) should connect in a uniform manner, notwithstanding that they are located within the jurisdictional areas of two or more MPOs and two or more counties. By requiring adjacent MPOs to coordinate long-range transportation plans, a coherent plan of roadway widening and improvement can be designed that ignores county boundaries and is based on population and actual traffic volume. Elimination of this language is a step, indeed a leap, away from planned transportation improvement, and elimination of this provision appears inconsistent with federal law.

4) New Language on Page 26, Lines 738-737, amending Section 339.175(10), and New Language on Pages 26-27, Lines 738-780, amending Section 339.175(10):

The long-range transportation plan must be approved by the M.P.O. and by the department as provided in subsection (10).

\* \* \*

(10) ACCOUNTABILITY.—

(a) The department shall review each M.P.O.'s long-range transportation plan for productive flow and connectivity for people and freight within the M.P.O.'s metropolitan area. If the department finds an M.P.O.'s long-range transportation plan to be unsatisfactory or incongruent with the metropolitan area, the department shall return the plan to the M.P.O. for revision.

(b) The department shall create quality performance metrics and a scoring mechanism by which to evaluate each M.P.O.'s service to its communities, taking into consideration traffic congestion, the utilization rate of multimodal transportation facilities, resident satisfaction, efficiency of the transportation system for people and freight, and other factors the department deems necessary. The department shall establish a minimum acceptable quality performance score.

(c) Beginning in 2025, and each year thereafter, each

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portions of Lake, Seminole, Orange, and Osceola Counties; The Villages urban area which includes portions of Lake, Sumter, and Marion Counties; the Beverly Hills-Homosassa Springs-Pine Ridge urban area which includes portions of Citrus and Marion Counties; the Spring Hill urban area which includes portions of Hernando and Pasco Counties; the Tampa-St. Petersburg urban area which includes portions of Pasco, Pinellas, Hillsborough Counties; the Four Corners urban area which includes portions of Osceola, Polk, Orange, and Lake Counties; the Kissimmee-St. Cloud urban area which includes portions of Orange and Osceola Counties; the Poinciana urban area, which includes portions of Polk and Osceola Counties; the Port Charlotte-North Port urban area which includes portions of Charlotte and Sarasota Counties; the Bonita Springs-Estero urban area which includes portions of Collier and Lee Counties. the Navarre-Miramar Beach-Destin urban area which includes portions of Santa Rosa, Walton, and Okaloosa Counties; and the Pensacola, FL-AL urban area which includes portions of Santa Rosa and Escambia County, FL and Baldwin County, Alabama.

M.P.O. shall report its score for each quality performance metric by December 1 to the district secretary and shall publish the score and supporting data on its website. The department must validate each M.P.O.'s score calculation and make adjustments thereto if necessary.

(d) Beginning in December 2026, and every 3 years thereafter, an M.P.O. that does not achieve the minimum acceptable quality performance score shall be placed under the control of the Secretary of Transportation. The Secretary of Transportation shall appoint the district secretary or another person to assume the role of executive director of the M.P.O. and chair of its governing board for a period not to exceed 1 year, during which time the district secretary or other person shall make recommendations to the governing board regarding:

1. Any leadership, process, and management changes needed to improve the M.P.O.'s quality performance score.

2. Whether the metropolitan area of the M.P.O. would be better served by consolidation of the M.P.O. with an M.P.O. in a contiguous urbanized metropolitan area.

(e) Subject to appropriation by the Legislature, beginning in 2026 and every 3 years thereafter, the single M.P.O. with the highest quality performance score will receive \$5 million from the State Transportation Trust Fund. Such funds shall be expended at the M.P.O.'s discretion for a project approved in its work program list. Such M.P.O. shall also represent the state in any federal M.P.O. conference or membership organization.

SB-1032 Section 339.175(7) and new sub-section (10), Florida Statutes will require development and adoption of a long-range transportation plan by an MPO. However, the new language in SB-1032 that is being added requires long-range transportation plans to also be reviewed and approved by FDOT using statutorily prescribed metrics. This is inconsistent with federal law which requires approval only by locally elected officials that comprise an MPO governing board.

23 USC Section 134(c)(1) provides that long-range transportation plans shall be developed by MPOs. The language of the statute indicates that development of the plan should be in "cooperation with the state" but beyond cooperation, there is no requirement of review and approval of a long-range plan by the state.

**§134 Metropolitan transportation planning .**

\* \* \*

(c) GENERAL REQUIREMENTS.—

(1) DEVELOPMENT OF LONG-RANGE PLANS AND TIPS.—

To accomplish the objectives in subsection (a), **metropolitan planning organizations** designated under subsection (d), in cooperation with the **State** and public transportation operators, shall develop long-range transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning for metropolitan areas of the **State**.

The administrative rules adopted by the FHWA that implement 23 USC Section 134 make no reference to review and approval of a long-range transportation plan by the state. A review of 23 CFR Section 450.324(a)-(c), which relevant provisions, contains no reference to state review and approval of the long-range transportation plan.

**§ 450.324 Development and content of the metropolitan transportation plan.**

(a) The metropolitan transportation planning process shall include the development of a transportation plan addressing no less than a 20-year planning horizon as of the effective date. In formulating the transportation plan, the MPO shall consider factors described in § 450.306 as the factors relate to a minimum 20-year forecast period. In nonattainment and maintenance areas, the effective date of the transportation plan shall be the date of a conformity determination issued by the FHWA and the FTA. In attainment areas, the effective date of the transportation plan shall be its date of adoption by the MPO.

(b) The transportation plan shall include both long-range and short-range strategies/actions that provide for the development of an integrated multimodal transportation system (including accessible pedestrian walkways and bicycle transportation facilities) to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

(c) The MPO shall review and update the transportation plan at least every 4 years in air quality nonattainment and maintenance areas and at least every 5 years in attainment areas to confirm the transportation plan's validity and consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period to at least a 20-year planning horizon. In addition, the MPO may revise the transportation plan at any time using the

procedures in this section without a requirement to extend the horizon year. The MPO shall approve the transportation plan (and any revisions) and submit it for information purposes to the Governor. Copies of any updated or revised transportation plans must be provided to the FHWA and the FTA.

\* \* \*

However, 23 CFR Section 450.324(g) does explain the relationship of the state in the long-range transportation plan development process. It provides that “[t]he MPO *shall consult, as appropriate, with State . . . concerning the development of the long transportation plan. The consultation shall include (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available.*” (emphasis supplied).

**§ 450.324 Development and content of the metropolitan transportation plan.**

\* \* \*

(g) The MPO shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan. The consultation shall involve, as appropriate:

- (1) Comparison of transportation plans with State conservation plans or maps, if available; or
- (2) Comparison of transportation plans to inventories of natural or historic resources, if available.

(emphasis supplied). 23 CFR Section 450.324(g) does need to be read together with 23 CFR Section 450.316(b) which further discusses the MPOs’ consultation and involvement with other organizations, such as the state, in the development of the long-range transportation plan.

**§ 450.316 Interested parties, participation, and consultation.**

\* \* \*

(b) In developing metropolitan transportation plans and TIPs, the MPO should consult with agencies and officials responsible for other planning activities within the MPA that are affected by transportation (including State and local planned growth, economic development, tourism, natural disaster risk reduction, environmental protection, airport operations, or freight movements) or coordinate its planning process (to the maximum extent practicable) with such planning activities. In addition, the MPO shall develop the

metropolitan transportation plans and TIPs with due consideration of other related planning activities within the metropolitan area, and the process shall provide for the design and delivery of transportation services within the area that are provided by:

(1) Recipients of assistance under title 49 U.S.C. Chapter 53;

(2) Governmental agencies and non-profit organizations (including representatives of the agencies and organizations) that receive Federal assistance from a source other than the U.S. Department of Transportation to provide non-emergency transportation services; and

(3) Recipients of assistance under 23 U.S.C. 201–204.

Thus, there is supposed to be “consultation” with the state, but state review and approval is not a part of the federal plan for development of the long-range transportation plan.

By requiring state approval and “accountability” as defined by new proposed Section 339.175(10), Florida Statutes, the legislation is chipping away, indeed dismantling, the federal transportation planning scenario which requires decisions by locally elected officials. Specifically, although transportation monies are granted to the states, Congress wanted to see that local officials play a major role in transportation planning. Consequently, MPOs were created in 1962 by the Federal Aid Highway Act of 1962<sup>6</sup> with the intent of providing for decision-making and planning by local elected officials in urbanized areas. The governing board of an MPO consists of local elected officials, including county commissioners, city council members, and port (seaport or airport) authority members.<sup>7</sup>

SB-1032 through the additional language in Section 339.175(7) and (10) moves the transportation planning process away from one of local input and decision-making to state oversight and control. It is inconsistent with the concept of local decision-making that

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<sup>6</sup> See §9, Pub.L 87-866, 76 Stat. 1148 (Oct. 23, 1962).

<sup>7</sup> See §339.175(3)(a), Fla.Stat. An M.P.O. may also include as part of its governing board voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. *Id.*

forms the underpinnings of federal law, and it is inconsistent with the old conservative adage<sup>8</sup> that “government closest to the people serves the people the best.”<sup>9</sup>

Not only does the new statutory language move decision-making away from the local level through MPOs, the decisions of an MPO in the form of its long-range transportation plan will now be graded by the FDOT. The FDOT is directed to set up a process by bureaucratic osmosis known as “quality performance metrics and scoring mechanisms” which measure an MPO’s service to the community. See SB-1032, New Section 339.175(10)(a) and (b), Lines 745-752.

Traffic congestion and resident satisfaction are key factors in the scoring mechanisms, which given the backlog of transportation projects in Florida due to a shortage of funds, and development approval processes which make it impossible to downzone properties or stop development, should easily equate to negative scoring through the “quality performance metrics and scoring mechanism.”

What will follow is a legislative demand that MPOs be further dismembered and all transportation planning be done by central authorities in Tallahassee. In fact, the legislation provides that if an MPO does not meet the minimum required rating established by FDOT, then the MPO “shall be placed under the control of the Secretary of Transportation. The Secretary of Transportation shall appoint the district secretary or another person to assume the role of executive director of the M.P.O. and chair of its governing board for a period not to exceed 1 year, . . . .” New Section 339.175(10)(d), Florida Statutes; SB-1032, Lines 759-772.

Another concern in new Section 339.175(10)(e), Florida Statutes; SB-1032, Lines 773-780, is a provision that awards a \$5 million “bonus” to the single MPO which scores the highest in the FDOT’s quality performance metrics and scoring mechanism and provides that the highest scoring MPO will represent the state at any federal MPO conference or membership organization, such as AMPO. This carrot and stick approach by suggesting financial reward is an attempt to lure MPO’s into doing exactly that which is directed by FDOT at the expense of local officials engaging in making contrary decisions. This carrot and stick approach is completely inconsistent with the goal of having local elected

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<sup>8</sup> This statement is often attributed to Thomas Jefferson. However, the first reference to the expression appeared in print in a magazine, the *United States Magazine and Democratic Review*, which was founded in 1837. Jefferson could not have been contemporaneously quoted, because he died in 1826. See Check Your Fact.com, [checkyourfact.com/2019/04/10/fact-check-facebook-thomas-jeffe-government-best-governs-least/](https://checkyourfact.com/2019/04/10/fact-check-facebook-thomas-jeffe-government-best-governs-least/).

<sup>9</sup> An editorial critical of changes in Florida law stated that “[t]he Jeffersonian maxim that government closest to the people governs best is a central plank of republicanism. Nonetheless, Florida’s Republican-dominated Legislature in recent years has been steadily moving away from this central plank toward centralizing local governance at the state level.” Editorial, *Citrus County Chronicle* (Apr. 1, 2019) [www.chronicleonline.com/opinion/editorials/government-closest-to-people-governs-best/article\\_c2b1e9d0-54f5-11e9-9b95-c7be517b59ae.html](http://www.chronicleonline.com/opinion/editorials/government-closest-to-people-governs-best/article_c2b1e9d0-54f5-11e9-9b95-c7be517b59ae.html).

decision-makers setting policy with regard to the expenditure of federal transportation monies, which is inherent in federal law creating MPOs.

The quality performance metrics and scoring mechanism shifts MPO decision-making so that it mirrors FDOT expectations and demands as set in the scoring mechanism. This approach is the reverse of what is required by federal law as set forth in 23 USC Section 135, which requires the state to “coordinate” transportation planning with MPOs.

**§ 135 - Statewide and nonmetropolitan transportation planning**

\* \* \*

(b) COORDINATION WITH METROPOLITAN PLANNING; STATE IMPLEMENTATION PLAN.—A State shall— (1) coordinate planning carried out under this section with the transportation planning activities carried out under section 134 for metropolitan areas of the State [namely MPOs] and with statewide trade and economic development planning activities and related multistate planning efforts; . . .

Lastly, it is unclear where the \$5 million “bonus” money is to come from. Will it come from federal transportation monies, which may implicate the legality of such “bonus” money? If it comes from federal PL monies, this indicates that one or more MPOs may be deprived of some funding, which they would ordinarily benefit from.

(5) The fifth change of import in SB-1032 abolishes the MPOAC, and when combined with other language discussed above substitutes some of what the MPOAC has been competently performing for years from the MPOAC to the FDOT.

SE 1032 proposes striking language on Pages 26-29, Lines 781-832, amending Section 339.175(11), as follows:

(11) METROPOLITAN PLANNING ORGANIZATION ADVISORY COUNCIL.—

(a) A Metropolitan Planning Organization Advisory Council is created to augment, and not supplant, the role of the individual M.P.O.’s in the cooperative transportation planning process described in this section.

(b) The council shall consist of one representative from each M.P.O. and shall elect a chairperson annually from its number. Each M.P.O. shall also elect an alternate representative from each M.P.O. to vote in the absence of the representative.. Members of the council do not receive any compensation for their services, but may be reimbursed from funds made available to council members for travel and per



diem expenses incurred in the performance of their council duties as provided in s. 112.061.

(c) The powers and duties of the Metropolitan Planning Organization Advisory Council are to:

1. Establish bylaws by action of its governing board providing procedural rules to guide its proceedings and consideration of matters before the council, or, alternatively, adopt rules pursuant to ss. 120.536(1) and 120.54 to implement provisions of law conferring powers or duties upon it.

2. Assist M.P.O.'s in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion pursuant to law.

3. Serve as a clearinghouse for review and comment by M.P.O.'s on the Florida Transportation Plan and on other issues required to comply with federal or state law in carrying out the urbanized area transportation and systematic planning processes instituted pursuant to s. 339.155. The council must also report annually to the Florida Transportation Commission on the alignment of M.P.O. long-range transportation plans with the Florida Transportation Plan.

4. Employ an executive director and such other staff as necessary to perform adequately the functions of the council, within budgetary limitations. The executive director and staff are exempt from part II of chapter 110 and serve at the direction and control of the council. The council is assigned to the Office of the Secretary of the Department of Transportation for fiscal and accountability purposes, but it shall otherwise function independently of the control and direction of the department.

5. Deliver training on federal and state program requirements and procedures to M.P.O. board members and M.P.O. staff.

6. Adopt an agency strategic plan that prioritizes steps the agency will take to carry out its mission within the context of the state comprehensive plan and any other statutory mandates and directives.

(d) The Metropolitan Planning Organization Advisory Council may enter into contracts in accordance with chapter 287 to support the activities described in paragraph (c). Lobbying and the acceptance of funds, grants, assistance, gifts, or bequests from private, local, state, or federal sources are prohibited.

This language is of concern, because it eliminates a major coordination method that has been cited as a potential national model by the Association of Metropolitan Planning Organizations (“AMPO”) and other MPOs around the nation. The MPOAC coordination model is especially useful in Florida because of the number of MPOs, 27, in the state, which is more than any other state.<sup>10</sup>

The MPOAC convenes at least quarterly, or in some cases more often. As current state legislation provides,<sup>11</sup> the MPOAC acts as a clearinghouse for federal and state MPO issues. To the extent that the FDOT chooses to utilize this clearinghouse, it is a centralized location for review and comment on draft uniform FDOT contracts with the various MPOs.

The MPOAC is a center for review and comment on the applicability of new FDOT policies with regard to MPOs. It is a review and comment center for revisions to proposed funding formulas, and it provides a direct center of communication for federal agencies, such as FHWA and FTA, with the MPOs with regard to grant opportunities federally available to MPOs and with regard to new or amended federal regulations and policies. The MPOAC provides a networking opportunity for MPO staff members and governing board members from the various MPOs.

The MPOAC also operates a training program that it has developed during its 30+ years in existence to train MPO governing board members in federal and state transportation legal issues and procedures, as well as educating the governing board members with regard to how federal and state transportation funding has developed over the years.

The abolition of the MPOAC likely won't save the state transportation dollars. The MPOAC during its 30+ years of existence has worked to keep a minimal staff of only two individuals. Essentially, the abolition of the MPOAC dumps over 30 years of development of a coordination and networking system to improve local and state planning of transportation in Florida. It provides for FDOT, at the expense of the state transportation planning funds, to develop and implement a new coordination system and will, at the expense to the state budget, no doubt result over the long term in the hiring of additional state employees to replicate what the MPOAC and the MPOs have already developed.

**SUMMARY:** SB-1032 merely repackages certain tasks already being performed by the MPOAC and places them under FDOT. In essence, FDOT is being required to reinvent the wheel, and it is doubtful whether these tasks can be achieved as efficiently as the MPOAC is doing it with a staff of only two people.

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<sup>10</sup> One of the reasons that Florida has such a high number of MPOs is due to the fact that it is the state with the third highest amount of population, and rather than having the population concentrated in a handful of enormous metropolitan areas, such as New York City, Chicago, or Los Angeles, Florida has a high number of urban areas, as classified by the U.S. Bureau of the Census. In actuality, however, while it may seem that Florida has a high number of MPOs, it does not. The Federal Highway Administration indicates that nationally, there are approximately 420 MPOs. [narc.org/about/what-is-a-cog-or-mpo/](http://narc.org/about/what-is-a-cog-or-mpo/) Thus, 27 MPOs in the nation's third largest state does not seem particularly disproportionate.

<sup>11</sup> §339.175(11)(c)3., Fla.Stat.

Mark Reichert, Executive Director

January 4, 2023

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Additionally, the changes outlined in SB-1032 are simply inconsistent with federal law and would seem to violate the Supremacy Clause of the U.S. Constitution.

Lastly, it is odd that if someone feels that changes are needed in MPO state legislation, there has been no contact with the MPOs or the MPOAC to discuss what is the most efficient and effective way of achieving those changes. Certain unknown individuals merely have contacted legislators with proposals to end the MPOAC and adopt changes inconsistent with federal law without discussing those changes with those individuals who are most affected even having an opportunity to propose amendatory language.<sup>12</sup>

PRG/mb

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<sup>12</sup> In fact, the MPOAC attempted to propose changes to Section 339.175, Florida Statutes, to streamline the statute and make it more consistent with changes made over the years in federal law. This attempt was made about 15 to 20 years ago, but the MPOAC was told that its proposals were too in depth, and probably would not be considered by legislators because they were too lengthy. Finally, after being rebuffed some years ago, in the last session of the Legislature, the MPOAC's ability to lobby for improvements to the MPO statute was prohibited by the Legislature. See §15, Chap. 2023-197, Laws of Fla.

**Space Coast Transportation Planning Organization (SCTPO)  
Governing Board Meeting**



Center for Collaboration  
1100 Rockledge Blvd., Rockledge, Florida 32955

Meeting Date: December 14, 2023

**MEETING MINUTES**

**Agenda**

- 1. Call to Order of the SCTPO Governing Board and Pledge of Allegiance**
- 2. Public Comment**
- 3. Reports**
  - A. Executive Director's Report
  - B. Technical and Citizen's Advisory Committees (TAC/CAC) Report
  - C. Bicycle, Pedestrian, and Trails Advisory Committee (BTPAC) Report
  - D. Transportation Disadvantaged Local Coordinating Board (TDLCB) Report
  - E. Florida Department of Transportation (FDOT) Report
- 4. Consent Agenda**  
(The entire Consent Agenda will be passed in one motion and read aloud for the record)
  - A. Approval RE: TPO Governing Board Meeting Minutes – October 12, 2023
  - B. Approval RE: Committee Appointments
  - C. Approval RE: Resolution 24-09: Urbanized Area Boundaries
  - D. Approval RE: Work Order 24-09K, Mobility on Demand Scope of Services
  - E. Approval RE: 2024 Meeting Calendar
- 5. Actions**
  - A. Approval RE: Annual Election of Officers and Appointment of Representatives
  - B. Approval RE: Resolution 24-10: 2045 Long Range Transportation Plan Amendment No. 5
  - C. Approval RE: Resolution 24-11: FY 24 – 28 Transportation Improvement Program Amendment
  - D. Approval RE: 2050 Long Range Transportation Plan Goals and Objectives
- 6. Presentations**
  - A. FDOT District Five FY 25 – FY 29 Work Program Public Hearing
- 7. Adjourn**

### **SCTPO Board Members Present:**

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Commissioner Jerry Allender, *Canaveral Port Authority*  
 Mayor Alison Dennington, *South Beaches Coalition*  
 Deputy Mayor Donny Felix, *City of Palm Bay*  
 Deputy Mayor Frank Forester, *City of Rockledge*  
 Council Member Mimi Hanley, *City of Melbourne* – arrived 3:00pm  
 Council Member Yvonne Minus, *City of Melbourne*  
 Mayor Rob Medina, *City of Palm Bay* – departed at 2:30pm  
 Vice Mayor Joe Robinson, *City of Titusville*  
 Council Member Don Willis, *North Beaches Coalition*  
 Deputy Mayor Andrea Young, *City of West Melbourne*

### **Others Present:**

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Keith Alward, *Brevard County District 1*  
 Laura Carter, *Space Coast TPO staff*  
 Katherine Alexander-Corbin, *FDOT*  
 Eric Fielding, *SCTPO Citizens Advisory Committee*  
 Siasoi Fine, *FTE*  
 Debbie Flynn, *Space Coast TPO staff*  
 Andrew Garrison, *Kittleson & Associates*  
 Marsh Gilmore, *Rockledge Drive Tree Coalition*  
 Georganna Gillette, *Space Coast TPO staff*  
 Jillian John, *Space Coast TPO staff*  
 Terry Jordan, *Space Coast Area Transit staff*  
 Katrina Kavouklis, *FTE*  
 Chuck Koppernolle, *FDOT*  
 Daniel McDow, *City of West Melbourne*  
 Zoe McNeely, *Space Coast TPO staff*  
 Robert Musser, *Canaveral Port Authority*  
 Suzanne Phillips, *FDOT*  
 Kia Powell, *FDOT*  
 Anna Spencer, *Canaveral Port Authority*  
 Sandra Sullivan, *Waves Action*  
 Shelby Villatoro, *Space Coast TPO staff*  
 Jim Wood, *Kimley Horn/FDOT*

### **Agenda Items:**

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#### **Item 1. Call to Order of the Space Coast TPO Governing Board and Pledge of Allegiance**

SCTPO Governing Board Chair, Andrea Young called the meeting to order at 1:32 p.m. and welcomed those in attendance. All stood for the Pledge of Allegiance.

There was not a Quorum.

### **Public Comment:**

Sandra Sullivan from South Patrick Shores commented on waiving impact fees for development on affordable housing. She commented that per records request she learned that the county has an estimated \$699 million unfunded for capacity improvements for transportation. Sullivan commented that impact fees have not been updated in 23 years. She urges the TPO Board lean into the county commissioners and recommend that impact fees for affordable housing not be waived.

### **Reports:**

#### **Item 3A. Executive Director's Report**

Georganna Gillette, SCTPO Executive Director, advised the Governing Board of any pertinent items not covered on the agenda. Highlights include public outreach – 2023 State of Transportation, World Day of Remembrance, Quiet Zone Workshop with Federal Rail Administration,

Frank Forester mentioned that a Brightline train went through the intersection before the arms were all the way down at near US 1 within the past week. Georganna Gillette replied that it will be investigated.

Yvonne Minus commented on City of Melbourne's support of quiet zones for the city. She will be keeping everyone abreast of the updates regarding quiet zones throughout the city of Melbourne.

#### **Item 3B. Technical and Citizen's Advisory Committees (TAC/CAC) Report**

Georganna Gillette, SCTPO Executive Director – Space Coast TPO, reviewed the summary of actions taken at the December 10, 2023, TAC/CAC meeting.

#### **Item 3C. Bicycle, Pedestrian and Trails Advisory Committee (BPTAC) Report**

Sarah Kraum reported on Bicycle, Pedestrian, & Trails Advisory Committee (BPTAC) and related Space Coast TPO activities.

At the most recent BPTAC Meeting of December 4<sup>th</sup>, the annual election of officers was held, the Long Range Transportation Plan goals and objectives were presented, and the annual member orientation was held for the BPTAC. An upcoming visioning workshop was discussed and will be held on January 29<sup>th</sup>, 2024.

#### **Item 3D. Transportation Disadvantaged Local Coordinating Board Report**

Space Coast Area Transit provided an update on recent activities and any changes of the transit system. The Transportation Disadvantaged Local Coordinating Board met on December 4<sup>th</sup>, highlights of the meeting included the annual approval of bylaws and the annual operating report, approval of the 2024 meeting date calendar, a presentation on Sunshine Law, and an overview of board member duties. The Transportation Development Plan goals and objectives was presented. Jim Scherff reported that fixed route counts are up 6% from last year. The TDLCB and SCTPO are advertising three

available membership positions, and they are seeking to fill agency appointed members. The next TDLCB meeting is on February 12<sup>th</sup>.

### **Item 3E. Florida Department of Transportation (FDOT) Report**

FDOT Staff reported to the Space Coast TPO Governing Board the status of various construction projects and engineering studies currently in progress in Brevard County.

Alison Dennington asked for details on the A1A project and inquired as to the public concerns.

Suzanne Phillips, FDOT Brevard Operations Engineer, addressed the public feedback from the raised pedestrian crossings on 5<sup>th</sup> Avenue. There will be upcoming discussions to get input from municipalities.

Georganna Gillette clarified that the crossings that Mr. Koppernolle and Mayor Dennington discussed were the 5<sup>th</sup> Avenue Indialantic crossings, not the Cocoa Beach crossings. These crossings were intended to slow traffic down enough for pedestrians to cross. Mayor Dennington commented with respect to the Indialantic crossings, that cars flew in the air and were damaged because residents were unaware of the installation. As for the future A1A resurfacing in Melbourne Beach, Gillette commented that before any construction, there will be meetings with the DOT and the municipalities so that everyone is in the loop. As far as Fifth Avenue project, the motorists were not prepared; but excessive speed should be avoided.

Suzanne Phillips recommended the website, [www.cflroads.com](http://www.cflroads.com), to stay up to date with projects at various phases.

Yvonne Minus asked about US-1 from Main Street to University Blvd in Melbourne, referring to the narrowing of the lane and medians. Georganna Gillette responded that there was a meeting with city staff and the DOT project manager. Public comments regarding the medians were discussed, there will be some tweaking to the design and before it is finalized it will go back to the city for more feedback. Gillette confirmed that SCTPO funding will be used in the way the city wants it to be used. The DOT is coordinating with city staff and should be reaching out with project updates. The medians are intended to make the road safer for pedestrians across many lanes of highway but there needs to be a balance of the city and the residents supporting it. Yvonne Minus understands the safety factor but the narrowing of the lane would be frustrating for those who live and work in the area and deal with congestion. She commented that there should not be as many issues when pedestrians cross at the appropriate areas and crosswalks.

### **Presentations:**

#### **FDOT District Five FY 25 – FY 29 Work Program Public Hearing**

Katherine Alexander-Corbin from the Florida Department of Transportation (FDOT) presented highlights of the Five-Year Tentative Work Program for transportation improvements scheduled for Fiscal Years 2025 through 2029 (projects programmed July 1, 2024, through June 30, 2029).

The development of the FDOT Work Program involves extensive coordination between TPO staff, local municipalities, and county officials. TPO's have the responsibility to develop transportation plans and prioritize transportation needs. FDOT works to develop a tentative work program that continues to advance projects and allocates funding, to the maximum extent feasible, to the project priorities of the Space Coast TPO.

Frank Forester asked for an example of the Space Port funding in the multimodal category. Georganna Gillette replied that the private space industry, Space Florida, is a special district that is tasked with bringing in private space industry and the DOT matches funding. This is a dedicated funding source, it is a high dollar figure because of the space industry and includes the Port Canaveral but it is predominately Space. A breakdown can be provided.

Mayor Medina commented his appreciation for including the Malabar interchange PD&E improvement. He wanted to state on the record, that there was a loss of life in the corridor and that anything that can be done to expedite the process and improve the interchange could save lives in the future.

Jerry Allender presented remarks on behalf of the Canaveral Port Authority. He stated that Port Canaveral is appreciative of the partnership with FDOT, especially over the last few months as we have worked to ensure FDOT understands the SR 401 bridge replacement and the widening of SR 528 are top priority projects for our port, but also for the county and the millions of visitors to this area. On November 3rd, 2023, the Port submitted a letter, signed by Capt. Murray, to the Work Program office to formalize the Port's comments on the tentative work program. Our comments stated:

- The S.R. 401 bridge remains a single point of failure for Port Canaveral's entire north-side operations. The north-side remains a top strategic fuel supply for the State of Florida, it houses most of the Port's cargo operations, 4 cruise terminals, access to the Cape Canaveral Space Force Station, US Navy's NOTU, NASA, as well as the launch service providers manufacturing and office facilities.
- The S.R. 528 widening project is the critical east/west connector for Northern Brevard County. This widening project has been a decade long planned FOOT project, a top priority for the TPO, and is a vital access point for our areas import/exports, local business/industry, military and space operations, emergency response and evacuation, and overall safety of residents and visitors.
- It is our hope that these projects will be considered as the top projects for our region and that the department will prioritize funding these critical projects as soon as possible.

Questions for the FDOT presenter from Jerry Allender:

- A resurfacing job planned for SR 528 on slide 10 in FY 26 suggests that the pavement is in poor condition. This would seem to add another layer of concern for us regarding the timing and especially the funding for replacing the roadway.



Does FDOT recognize SR 528 is a priority and has the department evaluated the opportunity to incorporate these allocated funds for resurfacing into the future widening?

Katherine Alexander-Corbin replied that the letter was received and was shared with executive management and is being reviewed for programming needs. There are different funding sources and not all funding sources can be cross used. The funding on 528 is strictly resurfacing funding, when they evaluate the pavement conditions of the roadway that's when they decided on the timing of the project. She will need to go back to learn about the assessment of 528 and there is most likely a need to resurface the roadway quickly to avoid more deterioration.

- At the rate our state is growing, and you have spoken about the gas tax and decreasing revenues in your presentation. Has there been any consideration at the department to re-evaluate the need for the statutory requirements for the resurfacing program? We have a lot of needs in this county and around our state.

Katherine Alexander-Corbin responded that was a topic discussed at programming planning workshops. It was brought up as a need to possibly go back and determine if there is any kind of change in legislation that is needed. There was not enough time to include it in this cycle. They are accommodating the allocation in the formula to make sure they do not fall beneath the 80% statute for pavement quality. She will find out from central office about any future legislative coordination.

- Is the statewide road system in such disrepair that we need to be resurfacing at the level we are? It would just seem to me that finding areas to make funding available would help some of our larger projects, like the 528 widening or the 401-bridge replacement, be cost feasible if there were more funds available.

Katherine Alexander-Corbin replied that she will find out more information from the resurfacing team to provide the correct and more specific answers.

Yvonne Minus commented on the Crane Creek to W.H. Jackson deferment and asked how long it is being deferred. Georganna Gillette commented that the project is a deletion, not of the project but the construction support phase was deleted, and the City of Melbourne is using DOT's contract. This is scenario where the programming was removed but the project is still moving forward. Alexander-Corbin will confirm the timeline.

Andrea Young asked if the money from deleted projects can be applied to other projects. Alexander-Corbin replied that it is likely that the funding is absorbed by another project. Andrea Young asked if we are expecting the INFRA grant funding for Ellis Road. Georganna Gillette commented that we are hoping to receive that funding.

Georganna Gillette commented that the money for the potential Intermodal Station is just a set aside at this point. A feasibility study is going to be conducted so that we can

be proactive if the station is feasible. Gillette commented that the only new funding coming from FDOT for priority projects is the I-95 and Malabar PD&E. After many lean years, it is getting to the point where it feels like our transportation system is falling behind. Gillette commented that FDOT has suggested that we need funding partners for priority projects and the county, and the municipalities have embraced that. It is concerning for priority projects such as Ellis Road because there is not a plan B. Georganna Gillette commented that grants are also utilized. It would be appreciated if the department considered applying for grants for Brevard County projects on state roads. Specifically SR 528, as of right now the construction of 528 and the 401 bridge is not included in the SIS Cost Feasible Plan which means it cannot be included in the SCTPO's new Long Range Transportation Plan. There is an understanding that funding has become competitive, and the department is juggling multiple MPOs within the district. Georganna Gillette commented that it could be helpful if the department could come and present on funding specifically to explain the money, district dedicated revenue, state funding, etc. and how that money is being spent and how will it be spent in the future. It is important to understand where the money goes and that we are not falling behind in comparison to other MPOs.

Frank Forester commented that it seems that DOT works on projects on their priority list without considering Brevard County priorities and the two systems need to be coordinated. He commented that he is confused as to why a rest area in Mims would be relevant to our transportation goals. Alexander-Corbin recognizes the comments and will be sharing them with the main office. There are caveats but there is an opportunity to share the knowledge and will return for a funding and fair share presentation. Frank Forester reiterated Commissioner Allender's earlier comments about spending money on 528 for maintenance even though there is program coming up in the future to make other major changes. Why doesn't the funding get rolled together to do the major changes now instead of a patch job that may be torn up to start over again for major changes.

Yvonne Minus commented that she concurs with Deputy Mayor Forester and Georganna Gillette's comments.

Alison Dennington commented for clarification for the miscellaneous budget category. Dennington requested a list of the specific projects within each category. Alexander-Corbin replied that an appendix can be provided. Miscellaneous is a catch all category for anything not listed in the major work mixes.

Mimi Hanley commented appreciation for the Melbourne causeway work and is wondering if there can be a sign place on US-1 and Eau Gallie to display a sign that shows the Eau Gallie Arts District on behalf of the local businesses.

Sandra Sullivan asked if there is a specific amount of money in the multimodal category allocated specifically to Brightline. She also commented that there are no sidewalks in unincorporated South Patrick Shores and that Satellite Beach projects are coming before the unincorporated area projects.

Georganna Gillette commented on the A1A sidewalks and explained that the SCTPO made an investment with limited federal funding to fund the design of the A1A sidewalk and looked to the Department to finish the project since it is a state road. This is a perfect example of how we are making investments into state roads because it is important to the community, but the department was not able to fund the construction. This means that the design will be shelved and becoming outdated, and we will probably have to pay for a design update.

The Consent Agenda and Action Items were not approved due to lack of quorum.

**Adjourn**

There is no meeting in January. Hearing no further discussion, Ms. Young adjourned the Space Coast TPO Governing Board meeting at 3:15 p.m.

# Space Coast TPO Governing Board

## 2023 Attendance Record

Jurisdiction	Member Name	FEB 9	MAR 9	MAY 11	JULY 13	SEPT 14	OCT 12	DEC 14	Total
Brevard County District 1									
Member	Rita Pritchett								0
Brevard County District 2									
Member	Tom Goodson		1						1
Brevard County District 3									
Member	John Tobia								0
Brevard County District 4									
Member	Rob Feltner	1	1	1	1	1	1		6
Brevard County District 5									
Member	Kristine Zonka								0
Member	Jason Steele								0
Canaveral Port Authority									
Member	Jerry Allender	1	1		1	1	1	1	6
Alternate	Micah Loyd								
City of Cocoa									
Member	Lorraine Koss	1	1				1		3
Alternate	James "Alex" Goins			1					1
City of Melbourne									
Member	Mimi Hanley	1	1	1	1	1	1	1	7
Member	Yvonne Minus	1	1	1	1	1	1	1	7
Member	Julie Sanders				1				1
Alternate	Mark LaRusso								
Alternate	VACANT								
City of Palm Bay									
Member	Rob Medina		1	1		1	1	1	5
Member	Donny Felix	1				1		1	3
Member	Kenny Johnson			1					1
Alternate	Randy Foster								0
Alternate	VACANT								0
City of Rockledge									
Member	Frank Forester		1	1	1	1	1	1	6
Alternate	Tom Price	1							1
City of Titusville									
Member	Joe Robinson	1	1	1		1	1	1	6
Member	Herman Cole Jr.		1		1				
Alternate	Jo Lynn Nelson								0
Alternate	Sarah Stoeckel								
City of West Melbourne									
Member	Andrea Young	1	1	1	1	1	1	1	7
Alternate	Hal Rose								0
North Beaches Coalition									
Member	Don Willis	1	1	1	1	1	1	1	7
Alternate	Vice-Mayor Williams								0
South Beaches Coalition									
Member	Joyce Barton	1	1	1	1	1	1		6
Member	Alison Dennington							1	1
Alternate	Mindy Gibson								0
<b>Totals</b>		<b>11</b>	<b>13</b>	<b>11</b>	<b>10</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>77</b>

CONSENT AGENDA

ITEM NUMBER 4A

**Approval RE: Technical & Citizens Advisory Committee Meeting  
Minutes**

For further information, please contact: [Zoe.Mcneely@sctpo.com](mailto:Zoe.Mcneely@sctpo.com)  
Strategic Plan Emphasis Area: Leadership

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**DISCUSSION**

Staff has prepared draft minutes for the Technical and Citizens Advisory Committee from their meetings conducted on December 11, 2023.

**REQUESTED ACTION**

Approve meeting minutes from December 11, 2023 TAC/CAC meeting.

**ATTACHMENTS**

- Draft December 11, 2023, TAC/CAC Meeting Minutes, **Attachment A**
- 2023 TAC/CAC Attendance Records, **Attachment B**

**Space Coast Transportation Planning Organization (SCTPO)  
Technical Advisory Committee (TAC)  
Citizens Advisory Committee (CAC)**



Center for Collaboration  
1100 Rockledge Blvd., Rockledge, Florida 32955  
Meeting Date: December 11, 2023

**MEETING MINUTES**

***Agenda***

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- 1. Call to Order and Pledge of Allegiance**
- 2. Public Comment**
- 3. Executive Director's Report**
- 4. Consent Agenda**

(The entire Consent Agenda will be passed in one motion and read aloud for the record)

  - A. Approval RE: TAC/CAC Meeting Minutes – October 10, 2023
  - B. Approval RE: Resolution 24-09: Urbanized Area Boundaries
  - C. Approval RE: Work Order 24-09K. Mobility on Demand Scope of Services
  - D. Approval RE: 2024 Meeting Calendar
- 5. Actions**
  - A. Approval RE: Annual Election of Officers
  - B. Approval RE: Resolution 24-10: 2045 Long Range Transportation Plan Amendment No. 5
  - C. Approval RE: Resolution 24-11: FY 24 – 28 Transportation Improvement Program Amendment
  - D. Approval RE: 2050 Long Range Transportation Plan Goals and Objectives
- 6. Presentations**
  - A. FDOT District Five FY 25 – FY 29 Work Program Public Hearing
- 7. Reports**
  - A. Florida Department of Transportation (FDOT) Report
  - B. Bicycle, Pedestrian, and Trails Advisory Committee (BPTAC) Report
  - C. Space Coast Area Transit Report
  - D. Public Engagement Report
  - E. Local Government Report
- 8. Adjourn**

### **Technical Advisory Committee Members Present:**

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Bostel, Steven (ALT); *Space Florida*  
 Corwin, Todd (ALT); *City of Melbourne*  
 Ehly, Erica (ALT); *City of Satellite Beach*  
 Eliadis, Chris; *BOCC Emergency Management*  
 Fischer, Christy (ALT); *City of West Melbourne*  
 Francis, Jared; *City of Cocoa Beach*  
 Graham, Cliff; *Melbourne Orlando Airport*  
 Miller, Lexi; *City of Cape Canaveral*  
 Morgan, Abigail (ALT); *City of Cocoa*  
 Musser, Robert (ALT); *Canaveral Port Authority*  
 Ofosu, Kwabena; *City of Titusville*  
 Possinger, Lauren (ALT); *BOCC Emergency Management*  
 Reilly, Patrick (ALT); *Town of Malabar*  
 Scherff, Jim (ALT); *Space Coast Area Transit*  
 Szabo, Steve; *Space Florida*  
 Swanke, Stephen (ALT); *BOCC Planning & Development*  
 Swanson, Devin; *Brevard County Public Works*  
 Watanabe, Frank (ALT); *City of Palm Bay*

### **Citizen Advisory Committee Members Present:**

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DeBlauw, Arlyn (ALT); *North Beaches Coalition*  
 Fielding, Eric; *City of Melbourne*  
 Fusscas, Peter; *BOCC District 4*  
 Friedlander, Terri (ALT); *BOCC District 4*  
 Honeycutt, Rodney; *BOCC District 1*  
 Gattle, Josiah (ALT); *City of Rockledge*  
 Gautreaux, Mike; *Canaveral Port Authority*  
 Kohler, Adam; *BOCC District 1*  
 Lamb, Martin; *BOCC District 5*  
 Morin, Henry; *City of Palm Bay*  
 Neuman, David; *City of Melbourne*  
 Petyk, Pete; *City of Titusville*  
 Ramirez, Gil; *City of West Melbourne*  
 Stoll, Greg; *City of Cocoa*  
 Tucker, Guy; *City of Melbourne*  
 Twigg, Ginger; *BOCC District 5*  
 Vinci, Dana; *BOCC District 4*  
 Wrazen, Michael; *Canaveral Port Authority*

### **Others Present:**

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Beckman, Amy; *FDOT*  
 Buscher, Lisa; *FDOT*  
 Carter, Laura; *Space Coast TPO staff*

Carter, Lindsay; *City of West Melbourne*  
 Cannon, Jim; *SJRWMD*  
 Flynn, Debbie; *Space Coast TPO staff*  
 Frank, Christopher; *Volkert*  
 Gillette, Georganna, *Space Coast TPO staff*  
 Gilmore, Marshall; *Rockledge Drive Tree Coalition*  
 John, Jillian; *Space Coast TPO staff*  
 Koppernolle, Chuck; *FDOT*  
 Kraum, Sarah; *Space Coast TPO staff*  
 McNeely, Zoe; *Space Coast TPO staff*  
 Miles, Yvonne; *Space Coast Area Transit*  
 Snay, Cyndi; *City of West Melbourne*  
 Taylor, Anna; *Port Canaveral*  
 Villatoro, Shelby; *Space Coast TPO staff*  
 Wood, Jim; *FDOT*  
 Zuhlic, Morgan; *Cocoa Beach*

### **Agenda Items:**

#### **Item 1. Call to Order of the Technical and Citizen Advisory Committees and Pledge of Allegiance**

Technical Advisory Committee Chair, Cliff Graham, called the meeting to order at 9:30 a.m. and welcomed those in attendance. All stood for the Pledge of Allegiance.

#### **Item 2. Public Comment**

None.

#### **Item 3. Executive Director's Report**

Georganna Gillette, SCTPO Executive Director, advised the Committees of any pertinent items not covered on the agenda.

### **Consent Agenda:**

Cliff Graham read aloud the Consent Agenda. The entire Consent Agenda will be passed in one motion and read aloud for the record.

#### **Item 4A. Approval RE: TAC/CAC Meeting Minutes – October 10, 2023**

#### **Item 4B. Approval RE: Resolution 24-09: Urbanized Area Boundaries**

#### **Item 4C. Approval RE: Work Order 24-09K, Mobility on Demand Scope of Services**

#### **Item 4D. Approval RE: 2024 Meeting Calendar**

***TAC motion by Jared Francis, second by Devin Swanson, to approve all items of the Consent Agenda. CAC motion by Adam Kohler, second by Pete Petyk, to concur with the TAC motions. Hearing no objections, the CAC motion passed unanimously. The TAC motion passed unanimously.***



**Action Items:**

**Item 5A. Approval RE: Annual Election of Officers**

Elections are held for the Space Coast TPO at the final meeting of the calendar year. All elected and appointed Officers will serve for the period 01/01/2024 – 12/31/2024.

Committee	Position	Currently Held By*
Technical Advisory Committee	Chair	Cliff Graham
	Vice-Chair	Steve Szabo
Citizen Advisory Committee	Chair	Philip Weinberg
	Vice-Chair	Bill Vollmer

Devin Swanson nominated Cliff Graham to retain his seat as the current TAC Chair. The motion was made by Steve Szabo. Jared Francis nominated Steve Szabo to retain his seat as the current TAC Vice-Chair. The motion was made by Jared Francis.

Arlyn Deblauw nominated Philip Weinberg to retain his seat as the current CAC Chair. The motion was made by Greg Stoll. Gil Ramirez nominated Bill Vollmer to retain his position as the current CAC Vice-Chair. The motion was made by Guy Tucker.

***TAC motion Steve Szabo to approve Cliff Graham as the TAC Chair. TAC motion by Jared Francis to approve Steve Szabo as the TAC Vice-Chair. CAC motion by Greg Stoll to approve Philip Weinberg as the CAC Chair. CAC motion by Guy Tucker to approve Bill Vollmer as the CAC Vice-Chair. Hearing no objections, the CAC motion passed unanimously. The TAC motion passed unanimously.***

**Item 5B. Approval RE: Resolution 24-10: 2045 Long Range Transportation Plan Amendment No. 5**

There are occasionally times when the Space Coast Transportation Planning Organization may find it necessary to amend the Long Range Transportation Plan (LRTP), outside of the 5-year update cycle.

The SCTPO seeks to amend the 2045 LRTP by Resolution 24-10, 2045 Long Range Transportation Plan Amendment No. 5 to comply with planning consistency requirements.

An amendment requires public review and comment in accordance with the Public Involvement Process for LRTP Amendments. Such notice was conducted with the posting of the SCTPO December 14, 2023 meeting notice and included with meeting agenda posted on the SCTPO website on December 4, 2023.

***TAC motion by Steve Szabo, second by Devin Swanson, to approve Resolution 24-10: 2045 Long Range Transportation Plan Amendment No.5. CAC motion by Josiah Gattle, second by Henry Morin, to concur with the TAC motion. Hearing no objections, the CAC motion passed unanimously. The TAC motion passed unanimously.***

**Item 5C. Approval RE: Resolution 24-11: FY 24 – 28 Transportation Improvement Program Amendment**

The Florida Department of Transportation has requested an amendment to the adopted FY 24 – FY 28 Transportation Improvement Program to align with the Department's Work Program.

A project must be included in the approved TIP and State Transportation Improvement Program (STIP) for the FHWA and the FTA to participate in the cost of any federally funded transportation project.

The TIP reflects the TPO's priorities, consistent with port and aviation master plans, transit development plans and local government comprehensive plans, and are selected in part based on the public comment received under the TPO's Public Participation process.

Pete Petyk commented on a project brought forward by a citizen at the BPTAC meeting regarding Columbia Boulevard resurfacing. Gillette responded with the FDOT meeting follow up regarding this segment. Columbia Boulevard is a resurfacing project, and the department has pulled back the addition of the sidewalks. This segment did not go to the public and the project manager expressed that they are pulling out the proposed sidewalks due to meeting resurfacing targets and funding.

***TAC motion by Kwabena Oforu, second by Jared Francis, to approve Resolution 24-11: FY 24 – 28 Transportation Improvement Program Amendment. CAC motion by Josiah Gattle, second by Arlyn Deblauw, to concur with the TAC motion. Hearing no objections, the CAC motion passed unanimously. The TAC motion passed unanimously.***

**Item 5D. Approval RE: 2050 Long Range Transportation Plan Goals and Objectives**

The Space Coast TPO is in the process of creating their 2050 Long Range Transportation Plan, Advance 2050. The process ensures goals, objectives, and performance measures are established to ensure the plan addresses priority areas and incorporates required practices and emphasis areas identified in Fixing America's Surface Transportation (FAST) Act and the Bipartisan Infrastructure Law (BIL).

Advance 2050 will continue with the goals and objectives set out in the 2045 Long Range Transportation Plan with minor updates to incorporate new emphasis areas and topics from the BIL, as well as aligning with the 2035 Transit Development Plan.

A brief overview and presentation on the goals and objectives will be provided.

Eric Fielding asked for clarification on the differences between the LRTP and TDP goals and objectives. Nick Lepp replied with a specific example of Space Coast Area Transit having specific criteria regarding safety because of the logistics of transit.

Pete Petyk commented on the use of the term “equitable” and asked for the official definition of the equity goal in the LRTP. Nick Lepp replied that equity needs to be considered in the planning process to accommodate all road users fairly.

Georganna Gillette commented that as the plans are developed there must be an investment made into transit and that comes from the Brevard County Board of County Commissioners. They will be meeting with county commissioners to talk to them about their thoughts and where the needs are. Funding is an important component and FHWA and SCTPO funding cannot be used for operations of the transit system so that funding needs to come from the county investment. Georganna Gillette also commented that this plan is still in the very early stages.

Sarah Kraum commented that we are still in the very early stages of the Long Range Transportation Plan, and this is establishing the goals and objectives to move forward. There will be other opportunities for comments and equity will be investigated.

***TAC motion by Devin Swanson, second by Steve Szabo, to approve 2050 Long Range Transportation Plan Goals and Objectives. CAC motion by Arlyn Deblauw, second by Pete Petyk, to concur with the TAC motion. Hearing no objections, the CAC motion passed unanimously. The TAC motion passed unanimously.***

### ***Presentations:***

#### **Item 6A. FDOT District Five FY 25 – FY 29 Work Program Public Hearing**

Lisa Buscher of the Florida Department of Transportation (FDOT) presented highlights of the Five-Year Tentative Work Program for transportation improvements scheduled for Fiscal Years 2025 through 2029 (projects programmed July 1, 2024 through June 30, 2029). The development of the FDOT Work Program involves extensive coordination between TPO staff, local municipalities, and county officials.

TPO’s have the responsibility to develop transportation plans and prioritize transportation needs. FDOT works to develop a tentative work program that continues to advance projects and allocates funding, to the maximum extent feasible, to the project priorities of the Space Coast TPO.

Arlyn Deblauw asked if there is money being spent at the rest area projects for electric vehicle charging. Lisa Buscher replied that not directly at the rest area projects but there are standalone projects looking to incorporate EV charging near the interstate.

Josiah Gattle asked about the five year outlook and what time horizon the resurfacing projects are allocated for. Lisa Buscher replied that the projects are programmed two fiscal years out.

Ginger Twigg asked how Brevard County sits financially compared to other districts and counties in Florida. Lisa Buscher replied that this would have to be researched. Georganna Gillette commented that the only new funding coming from FDOT for priority

projects is the I-95 and Malabar PD&E. After many lean years, it is getting to the point where it feels like our transportation system is falling behind. Gillette commented that FDOT has suggested that they need funding partners for priority projects and the county, and the municipalities have embraced that. The SCTPO also acts as a funding partner for some projects especially for bike/pedestrian and safety projects. The SCTPO funded the design of the A1A sidewalks but unfortunately, FDOT has been unable to fund construction for these projects which has led to the projects being shelved which means the designs will get old and need updates. Georganna Gillette commented that grants are also utilized. It would be appreciated if the department considered applying for grants for Brevard County projects on state roads. Specifically state road 528, as of right now the construction of 528 and the 401 bridge is not included in the SIS Cost Feasible Plan which means it cannot be included in the SCTPO's new Long Range Transportation Plan. There is an understanding that funding has become competitive, and the department is juggling multiple MPOs within the district. Georganna Gillette commented that it could be helpful if the department could come and present on funding specifically to explain the money, district dedicated revenue, state funding, etc. and how that money is being spent and how will it be spent in the future. It is important to understand where the money goes and that we are not falling behind in comparison to other MPOs.

Ginger Twigg commented that other counties seem to have better facilities than our area and is curious as to where our area stands in comparison.

Lisa Buscher replied that in general, not many new projects have been added to the work program due to cost increases and inflation. Appreciation is expressed toward the municipalities and the SCTPO for acting as funding partners. She commented that there were other areas that had more projects that were deleted or deferred. Space Coast is not being looked at differently than the other TPOs and that the impacts are felt across the whole district.

Adam Kohler asked if we have received any funding benefits from the 2020 census. Georganna Gillette commented that we have the results of the census, and the SCTPO adopted the apportionment plan that is in line with the census, and that we received additional planning funding.

Pete Petyk commented on the relationship between fuel efficiency and the gas tax and the real estate, supply chain, and contractor cost increases. He commented that the Brevard County government leaders are reluctant to raise the gas tax. Lisa Buscher replied that she would not say that new roads are not being built but the ability to add capacity project in the past several years is limited.

Robert Musser commented on a resurfacing project for State Road 528 West of Sykes Creek to Port Canaveral if that money could be used to go into the 528 widening to move it along quicker. It only takes one incident to cause a major back up on 528 due to cruise passenger and cargo volume. Robert Musser is requesting for options that could help \$12.6 million to kickstart the 528 project.

Eric Fielding asked about the design and construction dollar amounts for the potential Intermodal Station and if those amounts are earmarked more for early design or if they are placeholders. Georganna Gillette responded that this is TPO funding in fiscal year 27 and 28. The Governing Board agreed to set aside two years of federal funding as a placeholder within those fiscal years for the potential design and construction of an Intermodal Station in Cocoa. At this point, we are conducting the Feasibility Study working with the City of Cocoa and DOT to understand what this will look like. It is still very early stages, but we are wanting to be proactive. Eric Fielding also asked if it is possible to go to the state website and compare counties based on population and infrastructure to see how the money is distributed through the state. Lisa Buscher responded with the state work program public website information as a resource.

Gregg Stoll commented that in his opinion, when will we learn that growth does not pay for itself.

Henry Morin commented on the I-95 and Malabar Road interchange, he is asking if there are techniques to see the favorable impact that this interchange has on the diminishment of traffic between I-95 and San Fillippo. Lisa Buscher responded that she will investigate that and report back.

Peter Fusscas asked if FDOT has worked with Florida Power and Light to estimate the demand on electricity with the anticipated growth of electric vehicles. Lisa Buscher does not know if FDOT has worked specifically with FPL, but there is legislation that is trying to determine how to generate income from electric vehicles that do not purchase gas. She commented that the cost and usage may depend on where the energy is coming from (FPL, Duke, etc.). Fusscas commented that the electrical distribution is finite and there will be more usage applied to that and if FDOT has investigated that and how to plan. Lisa Buscher replied that FDOT is a small piece of that puzzle, and it may not be specifically focused on, but she will investigate further.

### **Reports:**

#### **Item 7A. Florida Department of Transportation (FDOT) Report**

FDOT Staff reported to the Space Coast TPO Governing Board the status of various construction projects and engineering studies currently in progress in Brevard County.

Ginger Twigg commented on the Indialantic elevated crosswalk that was controversial and what could have led to the failure of the project. Georganna Gillette commented that the raised crosswalk was supposed to cause people to slow down but people were not expecting it. So, the failure could have been an issue of lack of education and public outreach regarding the project.

#### **Item 7B. Bicycle, Pedestrian and Trails Advisory Committee (BPTAC) Report**

Sarah Kraum reported on Bicycle, Pedestrian, & Trails Advisory Committee (BPTAC) and related Space Coast TPO activities.

At the most recent BPTAC Meeting of December 4<sup>th</sup>, the annual election of officers was held, the Long Range Transportation Plan goals and objectives were presented, and the annual member orientation was held for the BPTAC. An upcoming visioning workshop was discussed and will be held on January 29<sup>th</sup>, 2024.

#### **Item 7C. Transportation Disadvantaged Local Coordinating Board Report**

Space Coast Area Transit provided an update on recent activities and any changes of the transit system. The Transportation Disadvantaged Local Coordinating Board met on December 4<sup>th</sup>, highlights of the meeting included the annual approval of bylaws and the annual operating report, approval of the 2024 meeting date calendar, a review of Sunshine Law presentation, and an overview of board member duties. The Transportation Development Plan goals and objectives was presented. Jim Scherff reported that fixed route counts are up 6% from last year. The TDLCB and SCTPO are advertising three available membership positions and they are seeking to fill agency appointed members. The next TDLCB meeting is on February 12<sup>th</sup>.

#### **Item 7D. Public Engagement Report**

The Space Coast TPO's Public Involvement Officer, Abby Hemenway, provided updates on public participation efforts and initiatives. Highlights included recent SCTPO staff wins, Halloween safety outreach events, 2023 Mobility Week, the 2023 State of Transportation event, and 2023 World Day of Remembrance.

#### **Item 7E. Local Government Report**

Reports on transportation related topics within any jurisdiction of interest to other jurisdictions or agencies may be presented under this item.

Jared Francis commented that in Cocoa Beach, the midblock pedestrian signals are up and running and on December 15<sup>th</sup>, there will be an outreach event at Lori Wilson Park from 12pm – 3pm.

#### **Item 8. Adjourn**

Meeting adjourned at 11:02 am. There will be no meeting in January.

## Space Coast TPO Citizens Advisory Committee (CAC) 2023 Attendance Record

Jurisdiction	Member Name	FEB 6	MAR 6	MAY 8	JULY 10	SEPT 11	OCT 10	DEC 11	Total
<b>Brevard County District 1</b>									
Member #1	Rodney Honeycutt	1	1	1	1	1	1	1	7
Member #2	Adam Kohler	1	1	1	1	1	1	1	7
Alternate #1	Vacant								0
Alternate #2	Vacant								0
<b>Brevard County District 2</b>									
Member #1	Bill Vollmer	1	1	1			1		4
Member #2	Vacant								0
Alternate #1	Jennifer Thompson								0
Alternate #2	Vacant								0
<b>Brevard County District 3</b>									
Member #1	Vacant								0
Member #2	Vacant								0
Alternate #1	Vacant								0
Alternate #2	Vacant								0
<b>Brevard County District 4</b>									
Member #1	Dana Vinci		1	1	1	1	1	1	6
Member #2	Peter Fusscas	1	1	1	1	1	1	1	7
Alternate #1	Terri Friedlander					1	1	1	3
Alternate #2	Robert Salonen								0
<b>Brevard County District 5</b>									
Member #1	Martin Lamb				1			1	2
Member #2	Ginger Twigg					1	1	1	3
Alternate #1	Vacant								0
Alternate #2	Vacant								0
<b>Canaveral Port Authority</b>									
Member #1	Michael Wrazen	1	1	1	1	1	1	1	7
Alternate #1	Mike Gautreaux	1	1	1			1	1	5
<b>City of Cocoa</b>									
Member #1	Gregg Stoll	1	1	1		1		1	5
Alternate #1	Sara Ann Conkling						1		1
<b>City of Melbourne</b>									
Member #1	David Neuman		1					1	2
Member #2	Guy Tucker	1		1	1	1		1	5
Member #3	Eric Fielding							1	1
Alternate #1	Vacant								0
Alternate #2	Vacant								0
Alternate #3	Vacant								0

## Space Coast TPO Citizens Advisory Committee (CAC) 2023 Attendance Record

Jurisdiction	Member Name	FEB 6	MAR 6	MAY 8	JULY 10	SEPT 11	OCT 10	DEC 11	Total
<b>City of Palm Bay</b>									
Member #1	Tom Gaume	1	1	1					3
Member #2	Philip Weinberg	1	1	1	1	1	1		6
Member #3	Henry Morin	1	1	1		1	1	1	6
Alternate #1	Vacant								0
Alternate #2	Vacant								0
Alternate #3	Vacant								0
<b>City of Rockledge</b>									
Member #1	Eugene Sims								0
Alternate #1	Josiah Gattle				1	1	1	1	4
Alternate #1	Vacant								0
<b>City of Titusville</b>									
Member #1	Vacant								0
Member #2	Pete Petyk	1	1	1		1		1	5
Alternate #1	Vacant								0
Alternate #2	Vacant								0
<b>City of West Melbourne</b>									
Member #1	Gil Ramirez	1	1		1	1	1	1	6
Alternate #1	Sandra Michelson								0
<b>North Beaches Coalition</b>									
Member #1	Tony Sasso								0
Alternate #1	Arlyn DeBlauw	1	1	1	1	1	1	1	7
<b>South Beaches Coalition</b>									
Member #1	Vacant								0
Alternate #1	Vacant								0
<b>Total # in Attendance</b>		<b>14</b>	<b>15</b>	<b>14</b>	<b>11</b>	<b>15</b>	<b>15</b>	<b>18</b>	<b>102</b>



## Space Coast TPO Technical Advisory Committee (TAC) 2023 Attendance Record

Jurisdiction	Member Name	FEB 6	MAR 6	MAY 8	JULY 10	SEPT 11	OCT 10	DEC 11	Total
<b>Brevard County Emergency Management</b>									
Member	John Scott		1						1
Member	Chris Eliadis							1	
Alternate	Lauren Possinger							1	1
<b>Brevard County Planning &amp; Development</b>									
Member	Jeffrey Ball								0
Alternate	Stephen Swanke				1		1	1	3
<b>Brevard County Public Works</b>									
Member	Devin A. Swanson	1	1	1	1		1	1	6
Alternate	VACANT								0
<b>Brevard County School Board</b>									
Member	Dave Lindemann								0
Alternate	Karen Black	1	1	1		1	1		5
<b>Canaveral Port Authority</b>									
Member	Veronica Narvaez-Lugo	1	1	1	1	1	1		6
Alternate	Robert Musser	1	1	1	1	1	1	1	7
<b>City of Cape Canaveral</b>									
Member	Lexi Miller	1	1	1	1			1	5
Alternate	Kyle Harris								0
<b>City of Cocoa</b>									
Member	VACANT								0
Member	Bryant Smith		1	1					
Alternate	Abigail Morgan	1	1	1		1	1	1	6
<b>City of Cocoa Beach</b>									
Member	Jared Francis	1	1	1	1	1	1	1	7
Alternate	Rob Strong	1							1
Alternate	Tanja McCoy		1		1	1			3
<b>City of Indian Harbour Beach</b>									
Member	Frank Guertin	1	1	1	1		1		5
Alternate	VACANT								0
<b>City of Melbourne</b>									
Member	Jenni Lamb								0
Alternate	Todd Corwin	1	1		1	1	1	1	6
<b>City of Palm Bay</b>									
Member	Suzanne Sherman								0
Alternate	Frank Watanabe	1	1	1	1	1	1	1	7
<b>City of Rockledge</b>									
Member	Victor (VJ) Karycki								0
Alternate	Michael Jarusiewicz	1	1	1	1	1	1		6
<b>City of Satellite Beach</b>									
Member	Courtney Barker		1						1

## Space Coast TPO Technical Advisory Committee (TAC) 2023 Attendance Record

Jurisdiction	Member Name	FEB 6	MAR 6	MAY 8	JULY 10	SEPT 11	OCT 10	DEC 11	Total
Alternate	Thea Baker	1							1
Alternate	Erica Ehly			1	1	1	1	1	5
<b>City of Titusville</b>									
Member	Kwabena Ofosu	1	1	1	1	1	1	1	7
Alternate	Brad Parrish								0
<b>City of West Melbourne</b>									
Member	Tim Rhode		1		1				2
Alternate	Christy Fischer			1		1	1	1	4
<b>Melbourne Airport Authority</b>									
Member	Cliff Graham	1	1	1	1	1	1	1	7
Alternate	VACANT								0
<b>Space Coast Area Transit</b>									
Member	Ken Harley		1		1				2
Alternate	Jim Scherff	1	1	1	1	1		1	6
<b>Space Florida</b>									
Member	Steve Szabo	1		1	1	1		1	5
Alternate	Steven Bostel							1	1
Alternate	Lauren Farrell		1						1
<b>St. John River Water Mgmt District</b>									
Member	VACANT								0
Alternate	VACANT								0
<b>Titusville-Cocoa Airport Authority</b>									
Member	Kevin Daugherty				1				1
Alternate	VACANT								0
<b>Town of Grant Valkaria</b>									
Member	Jason Mahaney			1	1	1	1		4
Alternate	Mayor Del Yonts						1		1
<b>Town of Indialantic</b>									
Member	Michael Casey								0
Alternate	Scott Glaubitz								0
<b>Town of Malabar</b>									
Member	Matt Stinnett	1	1	1	1	1			5
Alternate	Patrick T. Reilly							1	1
<b>Town of Melbourne Beach</b>									
Member	Wyatt Hoover								0
Alternate	VACANT								0
<b>Valkaria Airport</b>									
Member	Stephen Borowski								0
Alternate	VACANT								0
<b>Van Pool Serv., Inc</b>									
Member	VACANT								0
Alternate	VACANT								0
<b>Total # in Attendance</b>		<b>18</b>	<b>22</b>	<b>19</b>	<b>21</b>	<b>17</b>	<b>17</b>	<b>18</b>	<b>132</b>

CONSENT AGENDA  
ITEM NUMBER 4B

**Approval RE: Resolution 24-14: Acceptance and Approval to Execute  
SUN Trail Grant Award, Work Order 24-10K: North Merritt Island  
Pioneer Trail Scope of Services, and FY 24 Operating Budget  
Amendment**

For further information, please contact: [sarah.kraum@sctpo.com](mailto:sarah.kraum@sctpo.com)  
Strategic Plan Emphasis Area: Linking Transportation and Land Use

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**DISCUSSION**

Brevard County Parks and Recreation has received a \$300,000 SUN Trail grant to conduct a feasibility study on the North Merritt Island Pioneer Trail. Via an interlocal agreement, the Space Coast TPO (SCTPO) will administer the project on behalf of Brevard County.

The project will review potential trail alignments on North Merritt Island and determine feasible route(s) for the North Merritt Island Pioneer Trail, connecting SR 528 to the Pine Island Conservation Area, while also connecting to the existing Pioneer Trail located in Kings Park. The SCTPO Showcase Trail Network identifies the North Merritt Island Pioneer Trail as an essential spur for the East Coast Greenway. The project will also include an environmental review, public and stakeholder engagement, and the development of preliminary typical sections.

An operating budget is necessary to add grant revenue and allocate the budget.

**REQUESTED ACTION**

Approve:

- Resolution 24-14 Acceptance and Approval to Execute SUN Trail Grant Award and authorize Executive Director to execute all documents
- Work Order 24-10K: North Merritt Island Pioneer Trail Feasibility Study
- FY 24 Operating Budget Amendment – to add grant revenue and expend budget

**ATTACHMENTS**

- Resolution 24-14: Acceptance and Approval to Execute SUN Trail Grant Award, **Attachment A**
- 439893-1-14-01 North Merritt Island Pioneer Trail Feasibility Study State Funded Grant Agreement, **Attachment B**
- Work Order 24-10K North Merritt Island Pioneer Trail Feasibility Study Scope of Services and Fee Summary, **Attachment C**



## **RESOLUTION # 24-14**

### **Acceptance and Approval to Execute SUN Trail Grant Award**

**A RESOLUTION, authorizing submittal, acceptance, and execution of all agreements and supporting documents related to award of FDOT SUN Trail Grant.**

**WHEREAS**, the Space Coast Transportation Planning Organization is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne and Titusville Urbanized Areas; and

**WHEREAS**, the Brevard County Board of County Commissioners prepared and submitted for a Florida Department of Transportation SUN Trail Grant to conduct a Feasibility Study of the North Merritt Island Pioneer Trail; and

**WHEREAS**, the Space Coast Transportation Planning Organizations may conduct planning activities on behalf of Brevard County Board of County Commissioners through an Interlocal Agreement, signed the 15<sup>th</sup> day of September, 2020; and

**WHEREAS**, the Space Coast Transportation Planning Organization will administer the Feasibility Study on behalf of Brevard County Board of County Commissioners; and

**WHEREAS**, this resolution is required to clarify that the Space Coast Transportation Planning Organization Governing Board hereby authorizes the signing and submission of State of Florida Department of Transportation State Funded Grant Agreement, and any Supplemental Agreements or Amendments to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number 439893-1-14-01; and

**WHEREAS**, the Space Coast TPO has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation; and

**WHEREAS**, the BOARD'S registered Agent in Florida is Andrea Young, Space Coast TPO Chair. The registered Agent's address is: 2725 Judge Fran Jamieson Way, Building B, Room 105, Melbourne, FL 32940; and



## Space Coast Transportation Planning Organization

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**NOW THEREFORE, BE IT RESOLVED**, The Space Coast Transportation Planning Organization acknowledges this resolution applies to the State Program, SUN Trail Program, authorized by Section 339.81, Florida Statutes.

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

Georganna Gillette, Space Coast Transportation Planning Organization Executive Director or designee is hereby authorized to sign and submit the State of Florida Department of Transportation State Funded Grant Agreement, and any Supplemental Agreements or Amendments to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number 439893-1-14-01, unless specifically rescinded.

### Certificate

The undersigned duly qualified as Chair of the Space Coast Transportation Planning Organization Governing Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Space Coast Transportation Planning Organization Governing Board.

By: \_\_\_\_\_

Andrea Young  
Space Coast TPO Governing Board Chair

By: \_\_\_\_\_

Georganna Gillette  
Space Coast TPO Executive Director and  
Assistant Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

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FPN: <u>439893-1-14-01</u>	Fund: <u>GRTR</u> Org Code: <u>55052000532</u>	FLAIR Category: <u>088854</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>70</u>	Contract No: _____	Vendor No: <u>F596000523177</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and the Space Coast Transportation Planning Organization, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Section 339.81 Florida Statutes , Florida Shared-use Nonmotorized (SUN) Trail Network Program , CSFA 55.038

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the North Merritt Island Trail from SR 528/SR3 to Pine Island Conservation project, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$300,000.00 (Three Hundred Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000.00 (Three Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.



If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto:flaudgen_localgovt@aud.state.fl.us)

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

### **13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein



shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): N/A

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT THE SPACE COAST TRANSPORTATION  
PLANNING ORGANIZATION

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: C. Jack Adkins

Title: \_\_\_\_\_

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 439893-1-14-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Space Coast Transportation Planning Organization (the Recipient)

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**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** See Project Description Below

**PROJECT DESCRIPTION:**

The North Merritt Island Trail from SR 528/SR 3 to Pine Island Conservation is within Space Coast Transportation Planning Organization (Recipient) region in Brevard County. The scope of work is to complete a planning/feasibility study to assess alternatives for a paved multi-use trail along the Sun Trail network. Total length and mileage of the project study is approximately 12.32 miles.

The North Merritt Island Trail Feasibility Study seeks to examine the primarily off-street connection from the regional trail on SR 528 at the south to the Pine Island Conservation Area at the north and connecting to the existing Pioneer Trail. The study includes developing a purpose and need; an evaluation of existing conditions in the study area; developing and evaluating trail routes, also known as corridors or alternatives; identifying logical termini; developing agreed upon course of action; public involvement; and agency coordination. The study will also analyze the environmental and right-of-way impacts of the alternatives, as necessary.

The Consultant will complete an environmental analysis and documentation for this study using available data, such as GIS (Geographic Information System) and the ETDM (Efficient Transportation Decision Making) Area of Interest Tool (AOI). This review will support the environmental agency coordination and will assess any potential impacts of the alternatives to any known environmental resources within the study limits. The analysis will include, impacts to cultural resources, environmental, threatened, and endangered species, and contamination. A summary of the impacts and findings will be included in the Final Report for the Study.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards.

The final report will include an alternative evaluation matrix, concept plans, and associated Planning Level Costs.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The following special requirements and conditions shall apply:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-SuntrailProgram@dot.state.fl.us .

Pursuant to the enabling legislation, Section 339.81, F.S., components of the Sun Trail Network will not include:

Sidewalks; nature trails; loop trails wholly within a single park or natural area;

On-road facilities, such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more non-motorized trails, if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for non-motorized use; an exception is made for on-road components of the Florida Keys Overseas Heritage Trail.

Allocation of Sun Trail funds will not include the development of amenities associated with trail projects. These amenities include but are not limited to:

- Benches, Trail Furniture or Seating Areas;
- Bicycle Racks, Air Stations or Lockers;
- Buildings, Restrooms, Wayside Structures or Overlooks, Shelters or Picnic Pavilions;
- Kiosks (Regulatory and Safety Signage Permitted);
- Landscaping (Trail Stabilization Permitted);
- Litter or Recycle Receptacles or Doggie Bag Dispensers;
- Parking Areas or Trailheads;
- Playgrounds, Fitness Equipment or Structures;
- Promotional or Educational Materials;
- Sculptures, Fountains, or Art; and
- Water Fountains, Spigots or Showers.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to begin by March 4, 2024.
- b) Study to be completed by June 30, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Space Coast Transportation Planning Organization 2725 Judge Fran Jamieson Way, Building B, Melbourne, Florida 32940		<b>FINANCIAL PROJECT NUMBER:</b> 439893-1-14-01			
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : FEASIBILTIV STUDY (Phase 14) FY: 2023-2024</b>	Maximum Department Participation (GRTR)	\$300,000.00	\$0.00	\$300,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Study Cost		\$300,000.00 %	\$ 0.00 %	\$300,000.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$300,000.00	\$ 0.00	\$300,000.00	

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

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

Paul Schoelzel  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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

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

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

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

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

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

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

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



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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**Awarding Agency:** Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Small County Outreach Program (SCOP), (CSFA 55.009)
  - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Florida Shared-Use Nonmotorized (SUN) Trail Network Program, CSFA 55.038

**\*Award Amount:** \$300,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 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 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>

**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

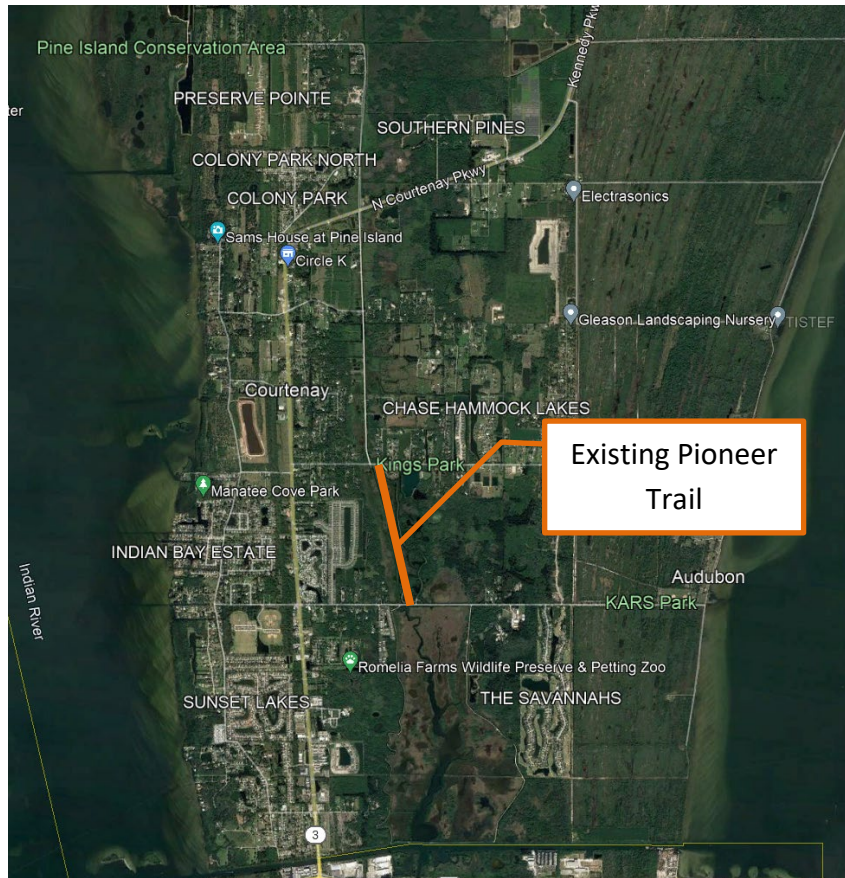
D5-PIO@dot.state.fl.us

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

**Space Coast Transportation Planning Organization  
North Merritt Island Pioneer Trail Feasibility Study  
Work Order 24-10K  
Scope of Services  
1/8/2024**

**A. INTRODUCTION**

The Space Coast Transportation Planning Organization (SCTPO), in conjunction with Brevard County Parks & Recreation, will review potential trail alignments on North Merritt Island and discern feasible route(s) for the North Merritt Island Pioneer Trail. The North Merritt Island Pioneer Trail is identified on the SCTPO Showcase Trail Network and is considered an essential spur for the East Coast Greenway. The study area spans North Merritt Island from SR 528 in the south to Pine Island Conservation Area in the north, and the Indian River in the west to the Banana River in the east. Under this Work Order, Kittelson & Associates, Inc. (KAI) and Inwood Consulting Engineers, Inc. (Inwood) (together will be referenced as the Consultant Team) will work with the SCTPO and Brevard County Parks & Recreation to assess feasibility of a multi-use trail connecting SR 528 to the Pine Island Conservation Area, while also connecting to the existing Pioneer Trail located in Kings Park.



## **B. SCOPE TASKS**

The Consultant Team will assist the SCTPO with the following tasks as part of the Study:

- Task 1 Data Collection
- Task 2 Existing Conditions Analysis
- Task 3 Alternatives Analysis
- Task 4 Final Report
- Task 5 Public & Stakeholder
- Task 6 Internal Project Meetings
- Task 7 Project Administration

### **TASK 1 DATA COLLECTION**

#### **1.1 Traffic Data Collection**

KAI will coordinate with the SCTPO to collect the following traffic data:

- Most current segment volumes available from the 2022 State of the System (SOS) Report;
- Additional daily traffic data for roadways not included in the SOS;
- Turning movement counts (TMCs) at intersections; and
- Non-motorized counts at appropriate locations.

This data will be analyzed in **Task 3.2** to help determine potential alignment alternatives.

#### **1.2 Right-of-Way Data Collection**

KAI will obtain GIS parcel data from the Brevard County Property Appraiser. This data will be analyzed in **Task 3.2** to help determine potential alignment alternatives.

#### **1.3 General Data Collection**

KAI will collect the following data to support **Task 2** and **Task 3.2**:

- Signal timing/phasing information for intersections within the study area.
- Planned and programmed roadway projects in the study area.
- Recently completed projects in the study area.
- Existing and future land use, including plans for new developments in the study area.
- Community attractions (parks, government facilities, shopping, etc.).
- Census data from US Census Bureau and other demographic data sources.

#### **1.4 Utility Verification**

Inwood will pull a Sunshine One Call Ticket to confirm the utilities within the limits of the study area and review any other readily available utility related public information. Inwood will contact the utilities within the study area to obtain information for their existing and planned future facilities. This information will be utilized during **Task 3.6**.

## 1.5 Drainage Data Collection

Inwood will gather floodplain data from FEMA Flood Insurance Rate maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies. This information will be utilized during **Task 3.7**.

## 1.6 Basemap Preparation

KAI will prepare basemaps of the study area to display the existing conditions information and show results from the various analyses performed as part of **Task 3**.

### *Deliverables*

- *The efforts in **Task 1** will be documented in the Final Report discussed in **Task 4**.*

## TASK 2 EXISTING CONDITIONS ANALYSIS

### 2.1 Historical Safety Review

KAI will obtain crash records from the University of Florida's Signal Four (S4) crash database for the study area for the most recent five years of crash data (January 1, 2018 – December 31, 2022). Supplemental crash data from January 1, 2023 to December 31, 2023 will also be collected to verify crash trends and patterns. The crash data will be post-processed following the guidelines established as part of FDOT's Crash Data Guidance (April 2023). Crash trends and hot spot locations will be identified with focus on pedestrian/bicycle crashes and fatal/serious injury crashes to provide insights for potential alignment alternatives and crossing locations as part of **Task 3.2**. The 2022 State of the System (SOS) Report and February 2024 Vision Zero Action Plan will be referenced for high crash segments/intersections within the study area as well. The crash review will include the creation of crash maps and summary tables/charts.

### 2.2 Resiliency Review

KAI will perform a resiliency review of the study area including a review of Shocks and Stressor Impact Areas and the SCTPO Transportation Resiliency Masterplan (2022), as described in further detail below:

- Shocks and Stressors Impact Areas
  - FEMA 100 Year Flood Plain;
  - Very High Risk to Fire;
  - Smoke Buffer around Very High Risk to Fire;
  - NOAA Sea Level Rise 2100 High Curve;
  - NOAA SLOSH Maximum of Maximums Storm Surge for Category 3 Hurricane; and
  - Shoreline Erosion.
- SCTPO Transportation Resiliency Master Plan –
  - Vulnerable Segments: Segmented network intersected with the shocks and stressors impact areas; and



- Resiliency Master Plan Corridors: Corridors with defined scoring criteria for vulnerability and criticality, and criteria for assessing population vulnerability.

## 2.3 Demographics Review

KAI will utilize census data collected as part of **Task 1.3** to perform a demographic review of census tracts within the study area. KAI will also review and summarize equity data from the enhanced Vision Zero equity analysis, previously completed by the SCTPO.

### *Deliverables*

- *The efforts in **Task 2** will be documented in the Final Report discussed in **Task 4**.*

## TASK 3 ALTERNATIVES ANALYSIS

### 3.1 Purpose and Need

The Consultant Team will develop the Purpose and Need statement for the Study based on the data collected in **Task 1** and the results from **Task 2**. The Purpose and Need statement will assist with the Efficient Transportation Decision Making (ETDM) Planning Screen tasks outlined in **Task 3.10**.

### 3.2 Determination of Potential Alignments

Utilizing the data collected in **Task 1** and the results from **Task 2**, the Consultant Team will determine up to 5 different alignment alternatives within the study area to create a connection from SR 528 in the south to the Pine Island Conservation Area in the north.

As part of this task, the segment traffic volume data collected in **Task 1.1** will be reviewed to help determine potential off-road or roadside alignments. The intersection traffic count data will also be reviewed to determine level of conflicts at intersections or potential mid-block crossing locations.

### 3.3 Field Review

The Consultant Team (two KAI and two Inwood staff), in coordination with the SCTPO and Brevard County Parks & Recreation staff, will conduct a day-long field review within the study area to verify the feasibility of the potential trail alignments identified in **Task 3.2**. The field review may include the following:

- Observe existing trail and trail head usage of pedestrian, bicyclist, and vehicular traffic;
- Observe traffic patterns near existing trails and near/along potential trail alignments, along with the interactions/impacts on potential trail users;
- Note potential trail obstacles/fatal flaws for potential trail alignments;
- Observe bicycle/pedestrian safety and traffic issues that impact safety;
- Evaluate potential crossing locations and treatments; and
- Photo documentation of existing trail and potential trail alignments.

### **3.4 Grant Review**

KAI will identify potential grant programs for which the potential trial could be eligible for funding. The review will assist in identifying design requirements, such as pavement materials and typical section dimensions, to help develop preliminary typical sections as discussed in **Task 3.5**.

### **3.5 Development of Preliminary Typical Sections**

KAI will develop four typical sections for the alignment alternatives identified as part of **Task 3.2**. The typical sections will be produced in CADD (which can be utilized for the concept layout in **Task 3.14**) and in Streetmix (which can be utilized for Public Outreach efforts in **Task 5**). The typical sections may include the following:

- Paved Off-Road Trail.
- Unpaved Off-Road Trail.
- Paved Roadside Trail.
- Rural Advisory Shoulder.

### **3.6 Impacted Utilities Assessment**

Inwood will perform a utility impact assessment for the alignment alternatives identified in **Task 3.2**. The utility elements will be evaluated for cost and level of impact per alignment alternative. The results of this assessment will be utilized when creating the Comparative Evaluation Matrix as discussed in **Task 3.12**.

### **3.7 Drainage Assessment**

Inwood will perform a drainage assessment for the alignment alternatives identified in **Task 3.2**. The following drainage elements will be evaluated:

- Review of existing drainage infrastructures (inlet/outlet structures and cross drains).
- Determine overall watershed designation, WBIDs, impaired status, existing drainage patterns and other related existing drainage condition necessary.
- Evaluate stormwater management and floodplain requirements.

The results of this assessment will be utilized when creating the Comparative Evaluation Matrix as discussed in **Task 3.12**.

### **3.8 Environmental Assessment**

Inwood will perform a preliminary GIS-based environmental assessment supplemented by environmental specific field reviews. The assessment will identify regulated natural resources within the study area along with potential impacts and fatal flaws for the alignment alternatives. The results of this assessment will be utilized when creating the Comparative Evaluation Matrix as discussed in **Task 3.12**.

### **3.9 Resiliency Assessment**

KAI will evaluate the alternative alignments against data and results from the resiliency review conducted as part of **Task 2.2**. The results of this assessment will be utilized when creating the Comparative Evaluation Matrix as discussed in **Task 3.12**.

### **3.10 Efficient Transportation Decision Making (ETDM) Planning Screen**

Inwood will upload the five alignment alternatives to the ETDM tool and run a Planning Screen. Inwood will perform the GIS analysis, summarize impacts and assign Degree of Effect (DOE), and publish the screening summary.

### **3.11 Planning and Environmental Linkage Review**

KAI will perform a review of the Planning and Environmental Linkage from the PD&E Manual Part 1, Chapter 4, Section 4.2.2 to verify that planning efforts from this Study can be utilized during a future PD&E phase.

### **3.12 Comparative Evaluation Matrix**

The Consultant Team will create a Comparative Evaluation Matrix to evaluate the alignment alternatives determined as part of **Task 3.2**. The Comparative Evaluation Matrix may include the following:

- Ability to Meet Purpose and Need;
- Safety;
- Land Impacts;
- Utility Impacts;
- Drainage Impacts; and
- Addresses Resiliency.

### **3.13 Feasibility Assessment**

In coordination with the SCTPO and Brevard County Parks & Recreation, the Consultant Team will select up to two alignments to move forward into concept development based on the results from the previous tasks. Public engagement is anticipated to occur during this task, as discussed in **Task 5**, to solicit input and feedback on potential alignments prior to selecting the two alignments.

### **3.14 Conceptual Layout**

KAI will draft the two alignment alternatives in CADD over the background of an existing satellite aerial image. The concepts will identify potential constraints with each alignment and also identify areas for potentially elevated boardwalks, where necessary.

### **3.15 Planning Level Cost Estimates**

KAI will generate planning level cost estimates for the two alignments selected under **Task 3.13**. The cost estimates will include design, right-of-way (if necessary), and construction costs that could be utilized as a starting point for potential grant funding applications.

### **3.16 Class of Action Determination**

The Consultant Team will determine a recommended Class of Action for a potential PD&E phase utilizing the results from the above tasks.

#### *Deliverables*

- *The efforts in **Task 3** will be documented in the Final Report discussed in **Task 4**.*

## **TASK 4 FINAL REPORT**

### **4.1 Draft Final Report**

The Consultant Team will summarize **Task 1** through **Task 3** in a draft Final Report. It is anticipated the SCTPO and Brevard County Parks & Recreation will provide one (1) round of review comments on the Final Report.

### **4.2 Revised Final Report**

Based on the edits/comments received from the SCTPO and Brevard County Parks & Recreation, the Consultant Team will revise the Report and produce a final version for the SCTPO's and Brevard County Parks & Recreation records.

#### *Deliverables*

- *Draft and Final Report.*
- *Six (6) hard copies of the Final Report will be prepared for the Study Team once the document is finalized. An electronic version in PDF format will also be submitted to the SCTPO and Brevard County Parks & Recreation.*

## **TASK 5 PUBLIC & STAKEHOLDER ENGAGEMENT**

### **5.1 General Study and Stakeholder Meetings**

The Consultant Team will work with the SCTPO and Brevard County Parks & Recreation to identify agencies and stakeholders that can be coordinated with during the course of the Study. It is anticipated that there will be necessary coordination with Florida Department of Transportation (FDOT), Environmental Endangered Lands (EEL), other government agencies, and potential Study stakeholders (e.g., Home Owners Associations). Up to three (3) Consultant Team staff (two (2) KAI and one (1) Inwood) will prepare for and attend up to eight (8) of these meetings throughout the course of the Study. It is anticipated that up to four (4) of these meetings will be held virtually and the other four (4) will be held in-person. Each meeting will be up to one (1) hour in length.

## 5.2 Virtual Public Open House

As part of **Task 3.13**, the SCTPO will organize a virtual Public Open House to engage the public and solicit input on the results of the analysis from **Task 1** through **Task 3.12**. The Consultant Team will support the SCTPO by developing a PowerPoint presentation summarizing the key points from the Study. Up to three (3) Consultant Team staff (two (2) KAI and one (1) Inwood) will attend and participate in the virtual Public Open House. It is anticipated that the SCTPO will host and advertise the virtual Public Open House. The SCTPO will be responsible for providing a demographic summary of participants. It is anticipated that the virtual Public Open House will be two (2) hours in length.

## 5.3 In-Person Public Open House

As part of **Task 3.13**, an in-person Public Open House will be held to engage the public and solicit input on the results of the analysis from **Task 1** through **Task 3.12**. The following tasks are anticipated for the in-person Public Open House:

- The Consultant Team will develop an overview handout, boards, and displays for the public to view during the Open House.
- The Consultant Team will work with SCTPO staff to generate a mailing list for Open House notifications. This includes letters to elected and appointed officials and e-mail notifications based on local jurisdiction e-mail lists.
- The Consultant Team will respond to comments received at the Open House in Excel format. It is anticipated these comment responses will be included as an appendix in the Open House Summary.
- The Consultant Team will prepare an Open House summary.
- The SCTPO will be responsible for publishing Open House information on their social media platforms but the Consultant Team will provide the materials for publishing.
- The SCTPO will secure a site to host the Open House.

Up to five (5) total Consultant Team staff (three (3) Kittelson and two (2) Inwood) will prepare for and attend the Public Open House. It is anticipated that the Open House will be held in-person and will be two (2) hours in length. The Consultant Team will pay the cost of printing materials and mailing notification letters, as applicable (up to \$2,000).

## 5.4 Presentations

The Consultant Team will coordinate with the SCTPO to develop a presentation summarizing the Study. It is anticipated up to two (2) Consultant Team staff (one (1) KAI and one (1) Inwood) will make up to four (4) in-person presentations at the end of the Study:

- North Merritt Island Home Owners Association;
- South/Central Brevard Parks & Recreation Advisory Board;
- Brevard County Board of County Commissioners; and

- SCTPO Governing Board.

It is anticipated that SCTPO staff will make two presentations at the end of the project:

- SCTPO Bicycle/Pedestrian/Trails Advisory Committee (BPTAC); and
- SCTPO Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC).

## **TASK 6 INTERNAL PROJECT MEETINGS**

### **6.1 Kick-Off Meeting**

Up to three (3) Consultant Team staff (two (2) KAI and one (1) Inwood) will attend a two-hour in-person Kick-Off Meeting with the SCTPO and Brevard County Parks & Recreation to discuss the goals and anticipated outcomes of the Study. The Consultant Team will present a draft schedule to the SCTPO and Brevard County Parks & Recreation during this meeting.

### **6.2 Bi-Monthly Project Status Meetings**

Up to three (3) Consultant Team staff (two (2) KAI and one (1) Inwood) will attend up to six (6) bi-monthly project status meetings with the SCTPO and Brevard County Parks & Recreation to discuss Study progress and receive input on tasks completed. The purpose of these meetings is to maintain clear communication between the SCTPO/Brevard County Parks & Recreation and the Consultant Team. It is anticipated that each of these meetings will be held virtually and be one (1) hour in length. The Consultant Team will prepare a meeting agenda and prepare/distribute a meeting summary following each of these meetings.

## **TASK 7 PROJECT ADMINISTRATION**

**Project Manager:** Sarah Kraum ([Sarah.Kraum@sctpo.com](mailto:Sarah.Kraum@sctpo.com)) will serve as the SCTPO project manager, and Travis Hills ([thills@kittelsohn.com](mailto:thills@kittelsohn.com)) will serve as the Consultant Team project manager for this project.

**Quality Control:** The Consultant Team will designate appropriate senior staff to conduct Quality Control (QC) reviews of work products.

**Project Schedule:** The Consultant Team will prepare and submit a detailed project schedule identifying major tasks, their durations, and task relationships. The Consultant Team will keep the schedule up to date monthly. The beginning date of the services will be the date of authorization for this work order. Any changes to the schedule necessitated by circumstances outside the Consultant Team's control will be coordinated with the SCTPO. It is anticipated the project will be complete by June 30, 2025.

**Invoices:** Invoices will be prepared in the format prescribed by the SCTPO. A detailed invoice including a narrative description of the work performed by the Consultant Team during the period covered by the invoice for each item in the scope will be submitted. The final invoice will be labeled "Final" and project close-out procedures will be followed.

**Deliverable Coordination:** The Consultant Team will prepare, package, and coordinate deliverables for **Task 1** through **Task 4** with the SCTPO.

**Budget:** This work will be completed as a lump sum task order. A detailed summary budget table for the Consultant Team is attached.

**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Kittelson & Associates, Inc.**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0555

Task Work Order Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0555

**Task: North Merritt Island Pioneer Trail Feasibility Study**

ACTIVITY	Senior Principal Engineer/Planner RATE	Senior Engineer/Planner RATE	Associate Engineer/Planner RATE	Senior Engineer/Planner RATE	Engineer/Planner RATE	Transportation Analyst RATE	Associate Technician RATE	Office Support/Clerical RATE	TOTAL HOURS	COST BY ACTIVITY
<b>Task 1 Data Collection</b>	0	8	2	8	28	62	24	0	120	16,830.00
1.1 Traffic Data Collection	0	430.00	2	1,680.00	4	3,920.00	0	0	6	980.00
1.2 Right-of-Way Data Collection	0	420.00	2	1,680.00	4	3,920.00	0	0	22	3,060.00
1.3 General Data Collection	0	420.00	2	1,680.00	8	1,200.00	0	0	38	5,000.00
1.4 Utility Verification	0	0	0	0	0	0	0	0	0	0
1.5 Drainage Data Collection	0	0	0	0	0	0	0	0	0	0
1.6 Basemap Preparation	0	420.00	2	1,680.00	12	1,680.00	24	3,840.00	54	7,780.00
<b>Task 2 Existing Conditions Analysis</b>	0	8	2	8	22	32	0	0	68	9,490.00
2.1 Historical Safety Review	0	840.00	4	1,680.00	16	2,400.00	24	2,760.00	48	6,540.00
2.2 Resiliency Review	0	420.00	2	840.00	4	560.00	4	560.00	10	1,440.00
2.3 Demographics Review	0	420.00	2	840.00	2	280.00	4	460.00	10	1,510.00
<b>Task 3 Alternatives Analysis</b>	18	66	18	66	124	124	12	12	406	63,110.00
3.1 Purpose and Need	0	840.00	4	1,680.00	12	1,680.00	0	0	26	4,460.00
3.2 Determination of Potential Alignments	0	840.00	4	1,680.00	16	2,240.00	8	920.00	44	6,940.00
3.3 Field Review	0	840.00	4	1,680.00	12	1,680.00	0	0	24	3,820.00
3.4 Grant Review	0	420.00	2	840.00	4	560.00	8	920.00	16	2,250.00
3.5 Development of Preliminary Typical Sections	2	540.00	8	1,680.00	16	2,240.00	32	3,680.00	82	12,160.00
3.6 Impacted Utilities Assessment	0	0	0	0	0	0	0	0	0	0
3.7 Drainage Assessment	0	0	0	0	0	0	0	0	0	0
3.8 Environmental Assessment	0	0	0	0	0	0	0	0	0	0
3.9 Resiliency Assessment	2	540.00	2	840.00	4	560.00	8	920.00	16	2,440.00
3.10 ETDM Planning Screen	0	0	0	0	8	1,200.00	0	0	12	1,960.00
3.11 Planning and Environmental Linkage Review	2	540.00	4	840.00	8	1,200.00	0	0	14	2,500.00
3.12 Comparative Evaluation Matrix	2	540.00	4	840.00	4	560.00	4	460.00	22	3,660.00
3.13 Feasibility Assessment	2	540.00	4	840.00	4	560.00	0	0	10	1,940.00
3.14 Conceptual Layout	4	1,080.00	12	2,520.00	16	2,240.00	40	4,600.00	88	13,240.00
3.15 Planning Level Cost Estimates	0	0	0	0	0	0	0	0	0	0
3.16 Class of Action Determination	2	540.00	2	840.00	4	560.00	0	0	8	1,520.00
<b>Task 4 Final Report</b>	4	36	4	36	32	56	0	0	140	21,600.00
4.1 Draft Final Report	4	1,080.00	24	5,040.00	8	1,400.00	40	4,600.00	100	15,480.00
4.2 Revised Final Report	0	0	12	2,520.00	8	1,200.00	16	1,840.00	40	6,180.00
<b>Task 5 Public &amp; Stakeholder Engagement</b>	0	102	0	102	116	90	24	8	340	52,570.00
5.1 General Study and Stakeholder Meetings (4 in-person and 4 virtual, prep, attendance, and summary)	0	44	0	44	64	32	0	0	140	21,880.00
5.2 Virtual Public Open House (prep and attendance)	0	0	0	0	14	1,840.00	4	640.00	44	6,540.00
5.3 In-Person Public Open House (prep, attendance, and summary)	0	20	0	20	26	3,640.00	16	2,560.00	100	14,570.00
5.4 Presentations (prep and attendance)	0	28	0	28	12	1,680.00	4	640.00	56	9,580.00
<b>Task 6 Internal Project Meetings</b>	0	46	0	46	50	24	0	0	120	19,420.00
6.1 Kick Off Meeting (prep, attendance, and summary)	0	10	0	10	14	0	0	0	24	4,060.00
6.2 Bi-Monthly Project Status Meetings (prep, attendance, and summary)	0	36	0	36	36	24	0	0	96	15,360.00



**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Kittelson & Associates, Inc.**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0585

Task Work Order Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0585

**Task: North Merritt Island Pioneer Trail Feasibility Study**

ACTIVITY	Senior Principal Engineer/Planner RATE: \$	Associate Engineer/Planner RATE: \$	Senior Engineer/Planner RATE: \$	Engineer/Planner RATE: \$	Transportation Analyst RATE: \$	Associate Technician RATE: \$	Office Support/Clerical RATE: \$	TOTAL HOURS	COST BY ACTIVITY
<b>Task 7 Project Administration</b>									
Quality Control	40	40	4	36	20	0	0	140	\$ 27,240.00
Project Schedule Administration	0	12	0	0	0	0	0	40	\$ 10,800.00
Deliverable Coordination	0	16	0	16	0	0	0	12	\$ 2,520.00
	0	12	4	20	20	0	0	32	\$ 5,600.00
	62	306	92	408	388	60	8	1334	\$ 210,310.00
<b>SUM</b>									
									Public Meeting Expenses \$ 2,000.00
									Total K&A Fee \$ 212,310.00
									Total Inwood Fee \$ 68,218.00
									<b>TOTAL PROJECT \$ 295,528.00</b>

1/8/2024

**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Inwood Consulting Engineers, Inc.**

Task Work Order Consultant Information  
 Inwood Consulting Engineers, Inc.  
 Jason Houek GISP, PWS  
 P: 407-971-8850  
 M: 321-202-3907

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0555

**Task: North Merritt Island Pioneer Trail Feasibility Study**

ACTIVITY	Chief Engineer RATE	Senior Engineer RATE	Project Engineer RATE	Chief Designer RATE	Senior Designer RATE	Chief Scientist RATE	Project Scientist RATE	Scientist RATE	TOTAL HOURS	COST BY ACTIVITY
<b>Task 1 Data Collection</b>	0 \$	4 \$	856.00	30 \$	5,670.00	0 \$	0 \$	0 \$	62	10,794.00
1.1 Traffic Data Collection	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
1.2 Right-of-Way Data Collection	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
1.3 General Data Collection	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
1.4 Utility Verification	0 \$	0 \$	0 \$	30 \$	5,670.00	0 \$	0 \$	0 \$	50	8,370.00
1.5 Drainage Data Collection	0 \$	4 \$	856.00	0 \$	0 \$	0 \$	0 \$	0 \$	12	2,424.00
1.6 Basemap Preparation	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
<b>Task 2 Existing Conditions Analysis</b>	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
2.1 Historical Safety Review	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
2.2 Resiliency Review	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
2.3 Demographics Review	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
<b>Task 3 Alternatives Analysis</b>	8 \$	20 \$	4,280.00	15 \$	2,835.00	30 \$	7,350.00	20 \$	1,980.00	38,145.00
3.1 Purpose and Need	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	2	490.00
3.2 Determination of Potential Alignments	0 \$	0 \$	0 \$	0 \$	0 \$	4 \$	980.00	0 \$	4	980.00
3.3 Field Review	0 \$	0 \$	0 \$	0 \$	0 \$	8 \$	1,960.00	0 \$	20	3,832.00
3.4 Grant Review	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.5 Development of Preliminary Typical Sections	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.6 Impacted Utilities Assessment	0 \$	0 \$	0 \$	15 \$	2,835.00	10 \$	1,350.00	0 \$	25	4,185.00
3.7 Drainage Assessment	8 \$	20 \$	4,280.00	24 \$	4,704.00	4 \$	980.00	20 \$	52	10,912.00
3.8 Environmental Assessment	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	44	6,080.00
3.9 Resiliency Assessment	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.10 ETDM Planning Screen	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	60	8,100.00
3.11 Planning and Environmental Linkage Review	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.12 Comparative Evaluation Matrix	0 \$	0 \$	0 \$	0 \$	0 \$	4 \$	980.00	0 \$	8	1,604.00
3.13 Feasibility Assessment	0 \$	0 \$	0 \$	0 \$	0 \$	4 \$	980.00	0 \$	4	980.00
3.14 Conceptual Layout	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.15 Planning Level Cost Estimates	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	0
3.16 Class of Action Determination	0 \$	0 \$	0 \$	0 \$	0 \$	4 \$	980.00	0 \$	4	980.00
<b>Task 4 Final Report</b>	0 \$	0 \$	0 \$	20 \$	3,780.00	4 \$	980.00	8 \$	792.00	8,420.00
4.1 Draft Final Report	0 \$	0 \$	0 \$	15 \$	2,835.00	9 \$	1,215.00	4 \$	396.00	5,560.00
4.2 Revised Final Report	0 \$	0 \$	0 \$	5 \$	945.00	3 \$	405.00	4 \$	396.00	2,860.00
<b>Task 5 Public &amp; Stakeholder Engagement</b>	0 \$	0 \$	0 \$	0 \$	0 \$	62 \$	15,100.00	0 \$	80	17,995.00
5.1 General Study and Stakeholder Meetings (4 in-person and 4 virtual; prep, attendance, and summary)	0 \$	0 \$	0 \$	0 \$	0 \$	28 \$	6,860.00	0 \$	28	6,860.00
5.2 Virtual Public Open House (prep and attendance)	0 \$	0 \$	0 \$	0 \$	0 \$	4 \$	980.00	0 \$	8	1,604.00
5.3 In-Person Public Open House (prep, attendance, and summary)	0 \$	0 \$	0 \$	0 \$	0 \$	8 \$	1,960.00	0 \$	18	3,520.00
5.4 Presentations (prep and attendance)	0 \$	0 \$	0 \$	0 \$	0 \$	22 \$	5,390.00	0 \$	26	6,014.00
<b>Task 6 Internal Project Meetings</b>	0 \$	0 \$	0 \$	0 \$	0 \$	19 \$	4,655.00	0 \$	19	4,655.00
6.1 Kick-Off Meeting (prep, attendance, and summary)	0 \$	0 \$	0 \$	0 \$	0 \$	7 \$	1,715.00	0 \$	7	1,715.00
6.2 Bi-Monthly Project Status Meetings (prep, attendance, and summary)	0 \$	0 \$	0 \$	0 \$	0 \$	12 \$	2,940.00	0 \$	12	2,940.00

**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Inwood Consulting Engineers, Inc.**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP,  
 P: 407-540-0555

Task Work Order Consultant Information  
 Inwood Consulting Engineers, Inc.  
 Jason Houek, GISP, PWS  
 P: 407-971-8850  
 M: 321-202-3907

**Task: North Merritt Island Pioneer Trail Feasibility Study**

ACTIVITY	Chief Engineer RATE: \$	Senior Engineer RATE: \$	Project Engineer RATE: \$	Chief Designer RATE: \$	Senior Designer RATE: \$	Chief Scientist RATE: \$	Project Scientist RATE: \$	Scientist RATE: \$	TOTAL HOURS	COST BY ACTIVITY
Task 7 Project Administration	0 \$	0 \$	0 \$	0 \$	0 \$	8 \$	8 \$	0 \$	16	3,208.00
Quality Control	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	-
Project Schedule	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	-
Administration	0 \$	0 \$	0 \$	0 \$	0 \$	8 \$	8 \$	0 \$	16	3,208.00
Deliverable Coordination	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0	-
<b>SUM</b>	8 \$	24 \$	32 \$	65 \$	102 \$	123 \$	70 \$	28 \$	452	83,218.00
<b>TOTAL PROJECT \$</b>									<b>83,218.00</b>	

1/8/2024

CONSENT AGENDA  
ITEM NUMBER 4C

**Approval RE: Resolution 24-12: 2024 Safety Performance Measure  
and Target (PM1)**

*For further information, please contact: [debbie.flynn@sctpo.com](mailto:debbie.flynn@sctpo.com)  
Strategic Plan Emphasis Area: Safety*

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**DISCUSSION**

In 2012, the Moving Ahead for Progress Act (MAP-21) was authorized for federal funding for surface transportation. The introduction of nationwide transportation performance measures and target setting for system performance was a significant change in this Act. The Fixing America's Surface Transportation Act (FAST) continues to measure performance, and Federal Highway has established rules and guidelines for states and TPO/MPOs to meet this requirement. This initiative is carried forward by the most recently approved Infrastructure Investment & Jobs Act/Bipartisan Infrastructure Law.

Performance targets for safety, bridge and pavement conditions, and system performance must be set by states and TPO/MPOs. In February 2023, the TPO Governing Board adopted the FDOT targets for each of these performance measures. The Safety (PM1) performance measure and its targets must be readopted annually, per Federal Highway Administration's (FHWA) requirements.

Staff recommends continuing to support the FDOT Safety (PM1) performance measures and its targets.

**REQUESTED ACTION**

Approve Resolution 24-12: Performance Measure Targets: Safety (PM1)

**ATTACHMENTS**

- Resolution 24-12, Performance Measure Targets: Safety (PM1), **Attachment A**
- FDOT Fact Sheet, Safety (PM1), **Attachment B**



## **RESOLUTION # 24-12**

### **Performance Measure Targets: Safety (PM1)**

**A RESOLUTION, adopting the Florida Department of Transportation (FDOT) Safety (PM1) performance measures and targets for Calendar Year 2024 and agrees to plan and program projects so that they contribute toward the accomplishment of the FDOT targets**

**WHEREAS**, the Space Coast Transportation Planning Organization (TPO) is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne and Titusville Urbanized Areas; and

**WHEREAS**, the Fixing Americas Surface Transportation Act, and the continuing Moving Ahead for Progress in the 21st Century's (MAP-21) overall performance management approach, requires state Department of Transportation's to establish performance measures in a number of areas, including setting performance measures and targets; and

**WHEREAS**, public transportation providers are required to set and report transit targets annually and share with TPO, for the purpose of being incorporated into the Transportation Improvement Program (TIP) and Long Range Transportation Plan (LRTP); and

**WHEREAS**, the Florida Department of Transportation has adopted Safety (PM1) performance measures and targets for Calendar Year 2024, as reflected in Attachment "A"; and

**WHEREAS**, the TPO wishes to establish and adopt its Safety performance measures and targets as those of the FDOT; and agrees to work with the State and stakeholders to address areas of concern within the metropolitan planning area and into the necessary planning processes and documents.

**NOW THEREFORE, BE IT RESOLVED** by the Space Coast Transportation Planning Organization to adopt the FDOT's Safety (PM1) performance measures and targets.

Passed and duly adopted at a regular meeting of the Space Coast Transportation Planning Organization Governing Board on the 8th day of February 2024.



## Space Coast Transportation Planning Organization

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### Certificate

The undersigned duly qualified as Vice Chair of the Space Coast Transportation Planning Organization Governing Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Space Coast Transportation Planning Organization Governing Board.

By: \_\_\_\_\_

By: \_\_\_\_\_

Andrea Young  
Space Coast TPO Governing Board Chair

Joe Robinson  
Space Coast TPO Governing Board Secretary



**Resolution No. 24-12  
Attachment A**

**Performance Measure 1 – Safety: Space Coast TPO’s Conditions and Performance**

Table 1: 2022 FDOT PM1 Safety Results

Safety Performance Measure	Brevard County <sup>1</sup>	State of Florida <sup>2</sup>	Target
Annual Fatalities	86	3,521	0
Annual Fatality Rate (Per 100 million VMT) <sup>3</sup>	1.26	1.55	0
Annual Serious Injuries	375	251,919	0
Annual Serious Injury Rate (Per 100 million VMT) <sup>3</sup>	5.49	110.61	0
# of Non-Motorized Fatalities	29	990	0
# of Non-Motorized Serious Injuries	65	14,643	0

<sup>1</sup> Brevard County crash data is summarized from the Signal 4 Analytics (S4) crash database

<sup>2</sup> State of Florida crash data was obtained from the FDOT Highway Safety and Motor Vehicles (FHSMV) Crash Dashboard

<sup>3</sup> The Daily Vehicle Miles Traveled (DVMT) for Brevard County and the State of Florida was determined from the FDOT Transportation Data and Analytics Office

# PM1: Safety (All Public Roads)



Florida Department of Transportation Office of Policy Planning

## Performance Management

February 2023

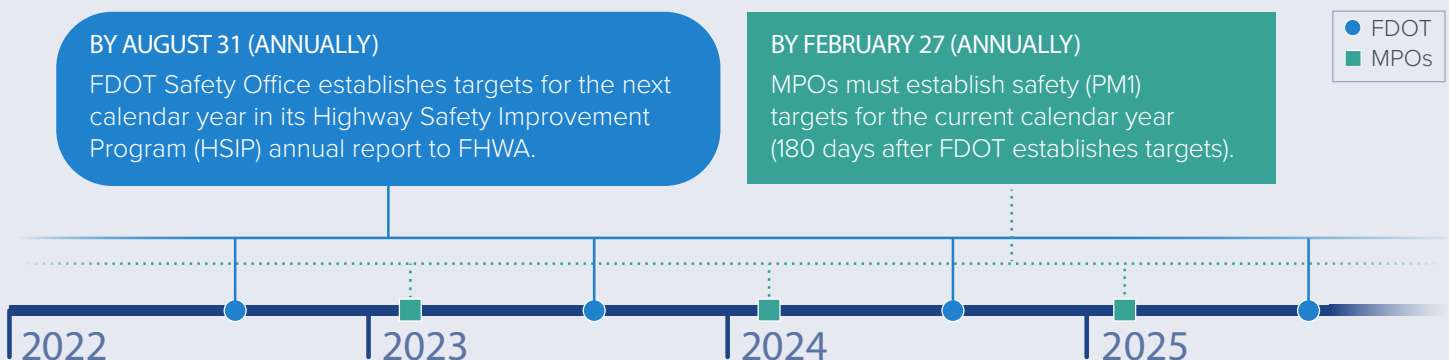
### OVERVIEW

The first of Federal Highway Administration's (FHWA) performance management rules establishes measures to assess safety on all public roads and the process for the Florida Department of Transportation (FDOT) and Florida's Metropolitan Planning Organizations (MPO) to establish and report their safety targets.\*

### PERFORMANCE MEASURES – APPLICABLE TO ALL PUBLIC ROADS

<b>NUMBER OF FATALITIES</b>	<i>The total number of persons suffering fatal injuries in a motor vehicle crash during a calendar year.</i>	<b>RATE OF SERIOUS INJURIES</b>	<i>The total number of serious injuries per 100 million VMT in a calendar year.</i>
<b>RATE OF FATALITIES</b>	<i>The total number of fatalities per 100 million vehicle miles traveled (VMT) in a calendar year.</i>	<b>NUMBER OF NON-MOTORIZED FATALITIES AND NON-MOTORIZED SERIOUS INJURIES</b>	<i>The combined total number of non-motorized fatalities and non-motorized serious injuries involving a motor vehicle during a calendar year.</i>
<b>NUMBER OF SERIOUS INJURIES</b>	<i>The total number of persons suffering at least one serious injury in a motor vehicle crash during a calendar year.</i>		

### TIMELINE

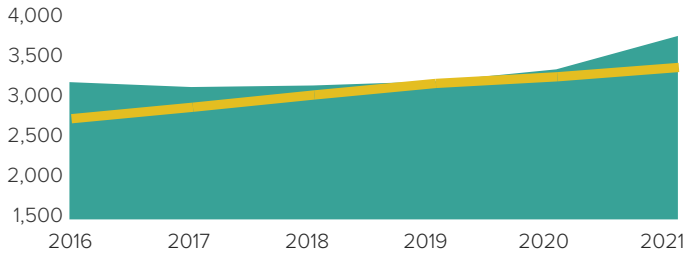


\* Please refer to the [fact sheet](#) addressing MPO Requirements for information about MPO targets and planning processes.

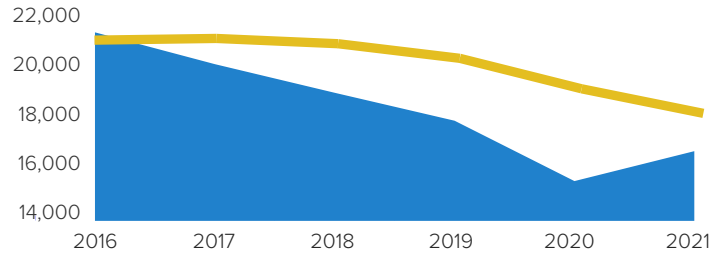


# EXISTING STATEWIDE CONDITIONS

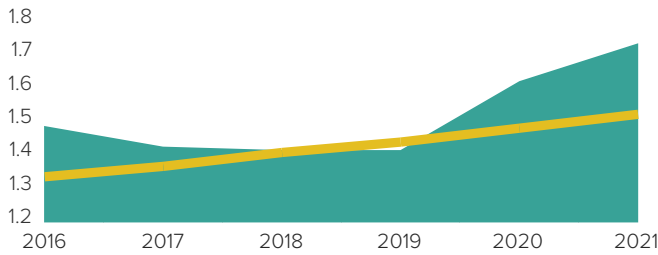
## ANNUAL FATALITIES



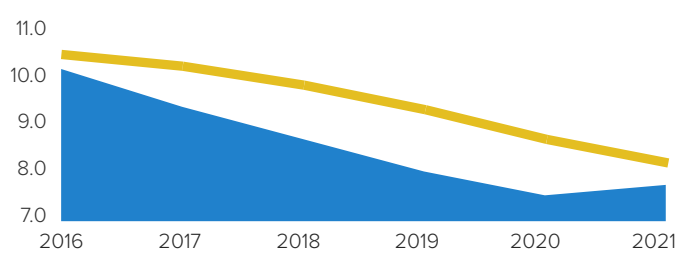
## ANNUAL SERIOUS INJURIES



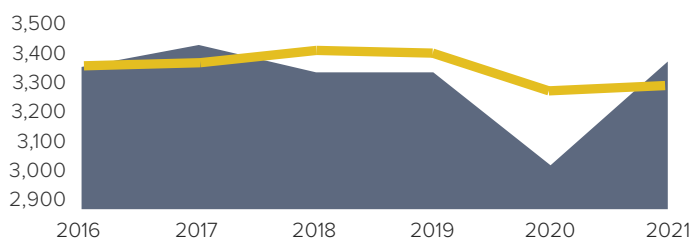
## FATALITY RATE (PER HUNDRED MILLION VMT)



## SERIOUS INJURY RATE (PER HUNDRED MILLION VMT)



## NUMBER OF NON-MOTORIZED FATALITIES AND SERIOUS INJURIES



Source: FLHSMV, 2022.

## STATEWIDE TARGETS

FDOT establishes statewide safety targets for the following calendar year as part of the [HSIP Annual Report](#), which must be submitted by August 31 each year.

Given FDOT's firm belief that every life counts, the target set for all safety performance measures is ZERO.

## MPO TARGETS

MPOs must set targets by February 27 of each year (within 180 days after FDOT sets targets). MPOs have the option of supporting the statewide targets or establishing their own targets for the MPO planning area.

MPOs must include the most recent reported performance and targets with each TIP update. The TIP must describe how the investments contribute to achieving the performance targets. The LRTP must include a System Performance Report that discusses the performance of the transportation system and progress achieved in meeting the targets over time.

## ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA considers a state to have met or made significant progress when at least four of the five safety targets are met or the actual outcome is better than baseline performance. Florida is making progress towards achieving the targets established for serious injuries but not yet for fatalities or non-motorized users.

As requested by FHWA, FDOT annually develops an [HSIP Implementation Plan](#) to highlight strategies it will undertake in support of these targets. MPOs are encouraged to review this Plan each year to identify strategies appropriate for their planning area.

FHWA will not assess MPO target achievement. However, FHWA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

## FOR MORE INFORMATION PLEASE CONTACT

Mike Neidhart, PhD, AICP, Metropolitan Planning Administrator

Florida Department of Transportation | Mike.Neidhart@dot.state.fl.us | (850) 414-4905

**CONSENT AGENDA  
ITEM NUMBER 4D**

**Approval RE: Work Order 24-11K, Ellis Road Sub Area Model  
Development Scope of Services**

*For further information, please contact: [laura.carter@sctpo.com](mailto:laura.carter@sctpo.com)  
Strategic Plan Emphasis Area: Linking Transportation and Land Use*

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**DISCUSSION**

The Space Coast TPO is currently developing its 2050 Long Range Transportation Plan. In order to ensure planning consistency and to program projects within the most reasonable time frames, it is desired to conduct a subarea travel demand model analysis for Ellis Road and surrounding corridors.

The analysis will evaluate current and future travel patterns based on certain scenarios, including the widening of Ellis Road and US 192. Brevard County submitted Ellis Road to the INFRA grant program in 2023. If a second submission is necessary in 2024, this analysis will be essential in providing updated data and improving the cost/benefit analysis for the grant. The widening of Ellis has an impact on when US 192 needs to be widened. The analysis will provide updated data on when this project should be programmed in the 2050 cost feasible LRTP.

The Ellis Road Subarea Model will be developed by using the TPO's general planning consultant, Kittelson & Associates. The total cost is \$42,270 and is fully funded utilizing SU (Federal Transportation Management Area) grant funds.

**REQUESTED ACTION**

Approve Work Order 24-11K, Ellis Road Subarea Model Development Scope of Services.

**ATTACHMENTS**

- Work Order 24-11K, Ellis Road Subarea Model Development Scope of Services, ***Attachment A***

**Space Coast Transportation Planning Organization**  
**Ellis Road Subarea Model Development**  
**Work Order 24-11K**  
**Scope of Services**  
**1/17/2024**

## **A. INTRODUCTION**

The Space Coast Transportation Planning Organization (SCTPO) is looking to better understand the existing travel patterns and estimate future traffic along Ellis Road for the Ellis Road Innovation and Economic Corridor Project (IEC). This project, entailing the widening of a 1.7-mile-long section of Ellis Road from John Rodes Boulevard to Wickham Road into a four-lane continuous arterial facility, requires a thorough review of the traffic and potential growth associated with the nearby land uses. Under this Work Order, Kittelson & Associates, Inc. (CONSULTANT) will work with the SCTPO to develop and calibrate a subarea travel demand model to estimate the future traffic demand for the study segment.

The Florida Department of Transportation (FDOT) District Five (D5) is currently developing the Interstate 95 (I-95) Strategic Plan, which will evaluate mainline, interchange, and arterial/intersection improvements along the I-95 corridor. An I-95 subarea model is being developed to support the I-95 Strategic Plan traffic forecasting, which covers the study segment along Ellis Road. The I-95 subarea model is based on the adopted Central Florida Regional Planning Model (CFRPM) v7, which was released on March 10, 2021 and has a base year scenario of 2015 and a cost feasible scenario of 2045. To streamline the efforts and optimize resources, this scope of services assumes utilizing the I-95 modeling effort as a starting point.

## **B. SCOPE TASKS**

The CONSULTANT will assist the SCTPO with the following tasks as part of the project:

- Task 1 Data Collection and Processing
- Task 2 Base Year Subarea Model Development
- Task 3 Future Year Subarea Model Development
- Task 4 Growth Rate Development and B/C Analysis Support
- Task 5 Final Report
- Task 6 Meetings and Coordination
- Task 7 Project Administration

## **TASK 1 DATA COLLECTION AND PROCESSING**

The CONSULTANT will collect and process the 2022 traffic count, roadway characteristics, and land use data within the subarea boundary, if they are not already available through the I-95 modeling effort, to support the development of the Ellis Road subarea model. It is expected the population and employment data within the subarea boundary has already been updated to year 2022 but further review will be conducted.

### *Deliverables*

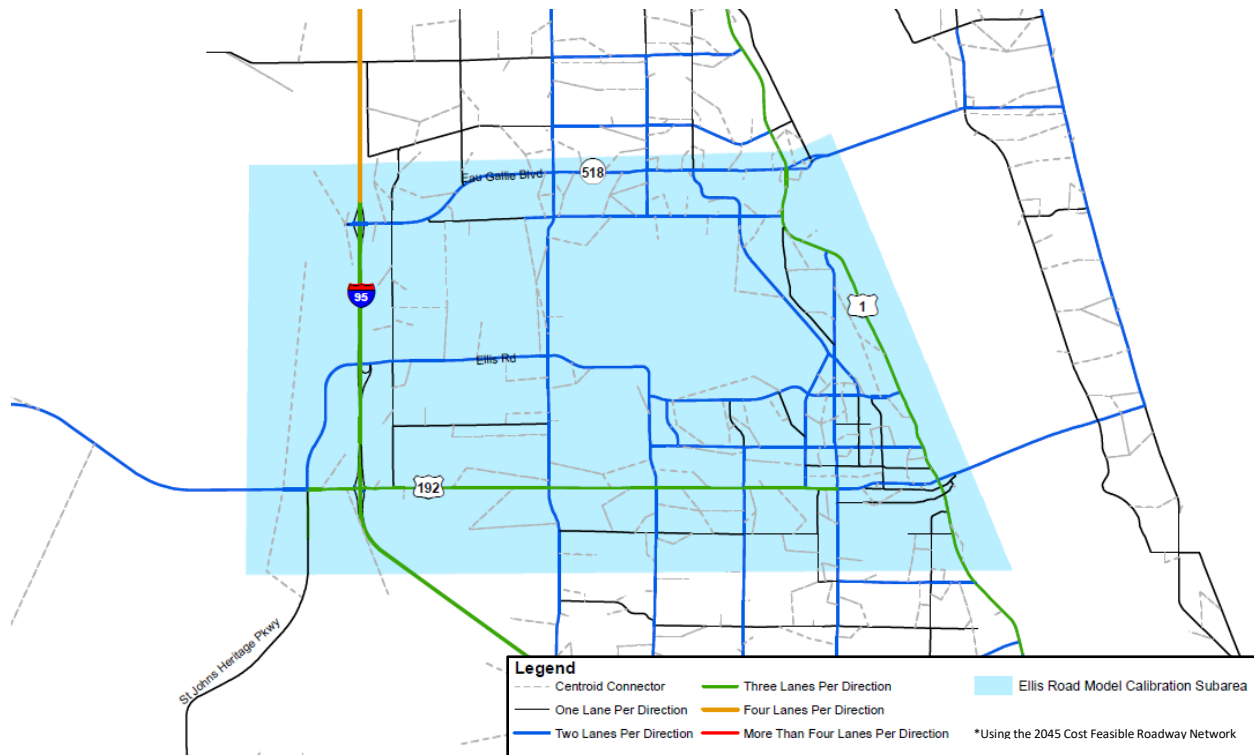
- *The efforts in **Task 1** will be documented in the Final Report discussed in **Task 5**.*

## **TASK 2 BASE YEAR SUBAREA MODEL DEVELOPMENT**

The CONSULTANT will develop a subarea model calibrated to the year 2022 condition using the model boundary of the subarea presented in **Figure 1**. The subarea model boundary is selected to include the entire study corridor as well as major land uses and roadways in the surrounding area, which covers Eau Gallie Boulevard to the north, Ellis Road/St. Johns Heritage Parkway to the west, U.S. 192 to the south, and the Indian River to the east.

The base year subarea model calibration and validation process will include a review of socioeconomic (land use) and transportation network data (number of lanes, speeds, facility types, and area types) within the subarea. Socioeconomic data adjustments are expected to include any significant developments or growth that has happened within the subarea from 2015 to 2022. The model's transportation network will be adjusted, where needed, to reflect 2022 conditions including speeds, number of lanes, facility type, and area type where needed. The modifications from the validation effort will be summarized in a standalone memo and included within the report.

The subarea model calibration and validation will follow the procedures discussed in the *Travel Model Validation and Reasonability Checking Manual Second Edition, FDOT's 2014 Project Traffic Forecasting Handbook, and Florida Standard Urban Transportation Model Structure (FSUTMS) Model Calibration and Validation Standards*. The deviation between 2022 field recorded traffic counts and volume outputs from the calibrated CFRPM base year (2022) subarea model, indicated by percent root mean square error (RMSE), will be compared to the thresholds specified in FSUTMS Model Calibration and Validation Standards. Cutline volume-to-count ratios will also be calculated and compared to acceptable validation standards. The base year model volumes on key corridors will be compared to the model volumes.



**Figure 1: Proposed Model Subarea Boundary**

### *Deliverables*

- *Calibrated and validated subarea model for Ellis Road.*
- *The efforts in **Task 2** will be documented in the Final Report discussed in **Task 5**.*

## **TASK 3 FUTURE YEAR SUBAREA MODEL DEVELOPMENT**

A future year No-Build subarea model will be developed from the CFRPM v7 cost feasible 2045 scenario as part of the effort to forecast the future volumes.

Model modifications made as part of the calibration described in **Task 2** will be applied to the No-Build model. The subarea model will be updated to reflect approved and planned projects by 2045 if they are not already accounted for. Planned and committed future transportation projects within the subarea boundary from the following documents will be reviewed and incorporated as necessary:

- Most current FDOT Five-Year Work Program;
- Committed projects identified by Brevard County; and
- SCTPO's latest and adopted Transportation Improvement Program.

Programmed projects for future year scenario will be confirmed with SCTPO staff. Relevant approved development plans, local comprehensive plan amendments, and transportation impact

studies within the subarea boundary will be gathered to properly account for future planned development within the study area.

One Build scenario with Ellis Road as a four-lane facility will be developed from the No-Build scenario to support the volume forecast of the widening alternative. Additional Build scenario with U.S. 192 from St. Johns Heritage Parkway as a six-lane facility will be developed from the initial Build scenario to help evaluate the needs and timing of U.S. 192 widening project.

### *Deliverables*

- *No-Build and two Build subarea models.*
- *The efforts in **Task 3** will be documented in the Final Report discussed in **Task 5**.*

## **TASK 4 GROWTH RATE DEVELOPMENT AND B/C ANALYSIS SUPPORT**

The CONSULTANT will summarize the daily traffic volumes along Ellis Road and U.S. 192 from the calibrated base year and future year subarea models, which will be utilized to determine a future traffic growth rate.

The CONSULTANT will summarize a series of measures including the net present value, benefit-cost (B/C) ratio, and total benefits for the No-Build and the Build scenarios for Ellis Road. The CONSULTANT will update the B/C analysis of the prior INFRA grant application and conduct additional quantitative and qualitative B/C analyses, following guidance from USDOT and national standards and practices. The B/C analysis support may include the following tasks:

- Prepare informational inputs including Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) from the updated subarea model, truck demand, pedestrian/bicycle annual volumes, pedestrian/bicycle mode shift, surrounding land uses, pedestrian/bicycle generators and attractors, and recent research supporting a mode shift.
- Update the detailed benefits of the B/C analysis using updated inputs.
- Conduct additional quantitative B/C analysis for Real Estate, Health Benefit, Noise, and Congestion.
- Conduct additional qualitative B/C analysis for Landscaping, Community Engagement, and Regional Connectivity.
- Prepare grant narrative writeup specific to the B/C analysis and spreadsheet tool.

### *Deliverables*

- *Growth rates along Ellis Road.*
- *B/C analysis documentation for the grant narrative and the spreadsheet tool with the B/C analysis results.*

## **TASK 5 FINAL REPORT**

The CONSULTANT will summarize **Task 1** through **Task 4** in a Draft Report. It is anticipated the SCTPO will provide one (1) round of review comments on the Draft Report. Based on the edits/comments received from the SCTPO, the CONSULTANT will revise the Draft Report and produce a final version for the SCTPO's records.

### *Deliverables*

- *Draft and Final Report in PDF format.*

## **TASK 6 MEETINGS AND COORDINATION**

### **6.1 Kick-Off Meeting**

Up to two (2) CONSULTANT staff will attend a one-hour virtual Kick-Off Meeting with the SCTPO to discuss the goals and anticipated outcomes of the project. The CONSULTANT will present a draft schedule to the SCTPO during this meeting.

### **6.2 Project Status Meetings**

Up to two (2) CONSULTANT staff will attend up to three (3) additional project status meetings with the SCTPO to discuss project progress and receive input on tasks completed. The purpose of these meetings is to maintain clear communication between the SCTPO and the CONSULTANT. It is anticipated that each of these meetings will be held virtually and be one (1) hour in length. The CONSULTANT will prepare a meeting agenda and prepare/distribute a meeting summary following each of these meetings.

### *Deliverables*

- Prep, attendance, and summaries from the Kick-Off Meeting and three (3) project status meetings with the SCTPO.

## **TASK 7 PROJECT ADMINISTRATION**

**Project Manager:** Laura Carter ([laura.carter@sctpo.com](mailto:laura.carter@sctpo.com)) will serve as the SCTPO project manager, and Like Lui ([llui@kittelsohn.com](mailto:llui@kittelsohn.com)) will serve as the CONSULTANT project manager for this project.

**Quality Control:** The CONSULTANT will designate appropriate senior staff to conduct Quality Control (QC) reviews of work products.

**Project Schedule:** The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, their durations, and task relationships. The CONSULTANT will keep the schedule up to date monthly. The beginning date of the services will be the date of authorization for this work order. Any changes to the schedule necessitated by circumstances outside the

CONSULTANT's control will be coordinated with the Study Team. It is anticipated the project will be complete by June 30, 2024.

**Invoices:** Invoices will be prepared in the format prescribed by the SCTPO. A detailed invoice including a narrative description of the work performed by the CONSULTANT during the period covered by the invoice for each item in the scope will be submitted. The final invoice will be labeled "Final" and project close-out procedures will be followed.

**Deliverable Coordination:** The CONSULTANT will prepare, package, and coordinate deliverables for **Task 1** through **Task 6** with the Study Team.

**Budget:** This work will be completed as a lump sum task order. A detailed summary budget table for Kittelson & Associates, Inc. is attached.

### *Deliverables*

- Project Schedule (initial and updates when necessary)
- Monthly Progress Reports
- Project Administration



**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Kittelson & Associates, Inc.**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP<sub>1</sub>  
 P: 407-540-0555

Task Work Order Consultant Information  
 Kittelson & Associates, Inc.  
 Like Liu, AICP, PMP  
 P: 407-540-0555

**Task: Ellis Road Subarea Model Development**

ACTIVITY	Senior Principal Engineer/Planner RATE: \$	270.00	Associate Engineer/Planner RATE: \$	210.00	Senior Engineer/Planner RATE: \$	175.00	Engineer/Planner RATE: \$	140.00	TOTAL HOURS	COST BY ACTIVITY
<b>Task 1 Data Collection and Processing</b>	0	\$	0	\$	6	\$	4	\$	10	\$
Collect and Review I-95 Modeling Data	0	\$	0	\$	2	\$ 1,050.00	0	\$ 560.00	2	\$ 1,610.00
Update Data for Subarea	0	\$	0	\$	4	\$ 700.00	4	\$ 560.00	8	\$ 1,260.00
<b>Task 2 Base Year Subarea Model Development</b>	0	\$	4	\$	28	\$	56	\$	88	\$
Calibration	0	\$	2	\$ 420.00	12	\$ 2,100.00	40	\$ 5,600.00	54	\$ 8,120.00
Validation	0	\$	2	\$ 420.00	16	\$ 2,800.00	16	\$ 2,240.00	34	\$ 5,460.00
<b>Task 3 Future Year Subarea Model Development</b>	0	\$	4	\$	10	\$	20	\$	34	\$
No Build Model	0	\$	2	\$ 420.00	6	\$ 1,050.00	16	\$ 2,240.00	24	\$ 3,710.00
Build Model	0	\$	2	\$ 420.00	4	\$ 700.00	4	\$ 560.00	10	\$ 1,680.00
<b>Task 4 Growth Rate Development and B/C Analysis Support</b>	2	\$	4	\$	8	\$	42	\$	56	\$
Growth Rate Development	0	\$	0	\$	2	\$ 350.00	4	\$ 560.00	6	\$ 910.00
B/C Inputs Preparation	0	\$	0	\$	2	\$ 350.00	8	\$ 1,120.00	10	\$ 1,470.00
Update Prior Analysis	0	\$	0	\$	0	\$	8	\$ 1,120.00	8	\$ 1,120.00
Additional Quantitative Analysis	0	\$	2	\$ 420.00	4	\$ 700.00	10	\$ 1,400.00	16	\$ 2,520.00
Additional Qualitative Analysis	0	\$	2	\$ 420.00	0	\$	4	\$ 560.00	6	\$ 980.00
Narrative Writeup and Spreadsheet	2	\$	0	\$	0	\$	8	\$ 1,120.00	10	\$ 1,660.00
<b>Task 5 Final Report</b>	2	\$	4	\$	4	\$	12	\$	22	\$
Draft Final Report	2	\$ 540.00	2	\$ 420.00	2	\$ 350.00	8	\$ 1,120.00	14	\$ 2,430.00
Revised Final Report	0	\$	2	\$ 420.00	2	\$ 350.00	4	\$ 560.00	8	\$ 1,330.00
<b>Task 6 Meetings and Coordination</b>	0	\$	13	\$	18	\$	0	\$	31	\$
Kick Off Meeting (prep. attendance, and summary)	0	\$	4	\$ 840.00	6	\$ 1,050.00	0	\$	10	\$ 1,890.00
Project Status Meetings (3 total; prep. attendance, and summary)	0	\$	9	\$ 1,890.00	12	\$ 2,100.00	0	\$	21	\$ 3,990.00

**ATTACHMENT A - STANDARD FEE SUMMARY SHEET**  
**Name of Firm: Kittelson & Associates, Inc.**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Travis Hills, P.E., RSP<sub>1</sub>  
 P: 407-540-0555

Task Work Order Consultant Information  
 Kittelson & Associates, Inc.  
 Like Liu, AICP, PMP  
 P: 407-540-0555

**Task: Ellis Road Subarea Model Development**

ACTIVITY	Senior Principal Engineer/Planner RATE: \$	270.00	Associate Engineer/Planner RATE: \$	210.00	Senior Engineer/Planner RATE: \$	175.00	Engineer/Planner RATE: \$	140.00	TOTAL HOURS	COST BY ACTIVITY
<b>Task 7 Project Administration</b>	<b>4</b>	<b>\$ 1,080.00</b>	<b>0</b>	<b>\$ -</b>	<b>10</b>	<b>\$ 1,750.00</b>	<b>4</b>	<b>\$ 560.00</b>	<b>18</b>	<b>\$ 3,390.00</b>
Quality Control	4	\$ 1,080.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 4,320.00
Project Schedule	0	\$ -	0	\$ -	2	\$ 350.00	0	\$ -	2	\$ 700.00
Administration	0	\$ -	0	\$ -	4	\$ 700.00	0	\$ -	4	\$ 2,800.00
Deliverable Coordination	0	\$ -	0	\$ -	4	\$ 700.00	4	\$ 560.00	8	\$ 6,720.00
<b>SUM</b>	<b>8</b>	<b>\$ 2,160.00</b>	<b>29</b>	<b>\$ 6,090.00</b>	<b>84</b>	<b>\$ 14,700.00</b>	<b>138</b>	<b>\$ 19,320.00</b>	<b>259</b>	<b>\$ 42,270.00</b>
<b>12/20/2023</b>	<b>TOTAL PROJECT \$ 42,270.00</b>									

**ACTION ITEMS**  
**ITEM NUMBER 5A**

**Adoption RE: Resolution 24-13: SCTPO Vision Zero Action Plan**  
**Update**

*For further information, please contact: [shelby.villatoro@sctpo.com](mailto:shelby.villatoro@sctpo.com)*

*Strategic Plan Emphasis Area: Safety*

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**DISCUSSION**

The SCTPO's vision of providing a safe, multimodal, innovative, and resilient transportation system for all requires improving the safety of Brevard County's transportation system. The SCTPO has a long history of supporting safety efforts to increase awareness, including the adoption of resolution of support for Vision Zero and the development of the 2020 Vision Zero Action Plan in 2019.

Vision Zero's philosophy is that traffic fatalities and serious injuries can be prevented, and the absolute minimum acceptable number is zero. Vision Zero is a data driven, multi-disciplinary approach bringing together diverse and necessary stakeholders to address this complex problem and requires a fundamental change in the way we think about traffic safety and planning.

As the 2020 Vision Zero Action Plan strategies and goals were accomplished, the SCTPO began the task of updating the Plan. This 2024 Vision Zero Action Plan focuses on the next phase of efforts to achieve zero fatalities and serious injuries on our roadways, and better serves our community through the development of new strategies, targets, and best practices identified in recent years.

TPO staff have prepared a resolution adopting the updated 2024 Vision Zero Action Plan to further guide their efforts towards zero traffic deaths and serious injuries on Brevard County roads. The resolution serves as a commitment to the 2024 Action Plan, establishes the SCTPO's first target goal of 2050, and encourages local municipalities to consider developing and adopting Action Plans for their respective jurisdictions.

A full draft of the 2024 Vision Zero Action Plan can be reviewed at:  
[www.spacecoasttpo.com/what-we-do/planning/vision-zero](http://www.spacecoasttpo.com/what-we-do/planning/vision-zero).

**REQUESTED ACTION**

Approve Resolution 24-13, Adopting the SCTPO's 2024 Vision Zero Action Plan.

**ATTACHMENTS**

- Resolution 24-13, 2024 Vision Zero Action Plan, **Attachment A**
- 2024 Vision Zero Action Plan: Strategies, **Attachment B**



## **RESOLUTION # 24-13**

### **2024 VISION ZERO ACTION PLAN**

**A RESOLUTION, adopting the Space Coast Transportation Planning Organization’s 2024 Vision Zero Action Plan for the Palm Bay-Melbourne and Titusville Urbanized Areas.**

*WHEREAS*, the Space Coast Transportation Planning Organization (SCTPO) is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne and Titusville Urbanized Areas; and

*WHEREAS*, the SCTPO conducts safety studies, implements programs that provide bicycle and pedestrian education, coordinates with law enforcement and prioritizes projects that incorporate best design practices to enhance traffic safety; and

*WHEREAS*, the life, safety and health of residents, employees, and visitors to Brevard County are the SCTPO’s highest priority; and

*WHEREAS*, traffic crashes are among the leading cause of death and injury in Brevard County and in the past five years there have been 427 fatalities and 2,317 serious injury crashes on Brevard County roads, with 18 percent of those crashes involving vulnerable road users such as people walking and bicycling; and

*WHEREAS*, streets and transportation systems have traditionally been designed for maximum vehicular capacity and mobility, rather than the safe accommodation of all road users; and

*WHEREAS*, the SCTPO adopted a Safety Performance Measure with a target of zero deaths and serious injuries through Resolution 19-07 on October 11, 2018 in addition to a Strategic Plan with an emphasis on safety; and

*WHEREAS*, the SCTPO adopted Resolution 20-02 supporting Vision Zero and the development of the 2020 Vision Zero Action Plan on July 11, 2019; and

*WHEREAS*, Vision Zero focuses on safety as a primary objective for the transportation system and successful Vision Zero programs are a result of a complete government approach and community support of Vision Zero objectives.

*NOW THEREFORE, BE IT RESOLVED* the Space Coast Transportation Planning Organization:

1. Adopts the updated, 2024 Vision Zero Action Plan; and



## Space Coast Transportation Planning Organization

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2. Supports setting a target of zero fatalities and serious injuries on our roadways by 2050 in conjunction with our 2050 Long Range Transportation Plan goals; and
3. Supports continued efforts needed to implement the 2024 Vision Zero Action Plan; and
4. Supports the education and engagement of citizens, technical staff, and elected officials on Vision Zero and the Safe System Approach to road safety.

Passed and duly adopted at a regular meeting of the Space Coast Transportation Planning Organization Governing Board on the 8<sup>th</sup> day of February 2024.

### Certificate

The undersigned duly qualified as Chair of the Space Coast Transportation Planning Organization Governing Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Space Coast Transportation Planning Organization Governing Board.

By: \_\_\_\_\_

By: \_\_\_\_\_

Andrea Young  
Space Coast TPO Governing Board Chair

Joe Robinson  
Space Coast TPO Governing Board Secretary

# ACTION PLAN STRATEGIES

## What Happens Next?

The Space Coast TPO has prioritized a set of strategies and actions to make progress toward the goal of eliminating fatal and serious injury crashes.

The objectives also tie back to The Safe System Approach, which considers five elements of a safe transportation system—safe road users, safe vehicles, safe speeds, safe roads, and post-crash care. Achieving zero traffic deaths and serious injuries requires strengthening all five elements.




















The Space Coast TPO is uniquely suited to take on a leadership role as they are positioned to identify regional actions and policies that local governments, FDOT, and other regional partners can implement to reach zero traffic-related deaths and serious injuries for people in vehicles, walking, bicycling, and on motorcycles.

### THE SAFE SYSTEM APPROACH TO A SUCCESSFUL PROGRAM



The Space Coast TPO has created seven objectives as summarized below. The seven objectives include actions, initiatives, sub-actions, timelines, and how the Space Coast TPO will track the progress of the objective in more detail on the following pages.

The timeline for implementation is broken into Immediate (6 Month), Near-Term (1 Year), Long-Term (2-5 Years), and Annually (once a year).

Objective	The Safe System Approach
1. Facilitate Collaboration between Allied Agencies	   <p>Safe Road Users    Safe Speeds    Safe Roads</p>
2. Increase Awareness of the Vision Zero Program, Objectives, and Actions	   <p>Safe Road Users    Safe Speeds    Safe Roads</p>
3. Improve Data Collection and Reporting	   <p>Safe Road Users    Safe Speeds    Safe Roads</p>
4. Encourage and Support the Implementation of Proven Safety Countermeasures and People-First Roadway Design	   <p>Safe Roads    Safe Speeds    Safe Vehicles</p>
5. Identify Funding Opportunities and Resources for Transportation Safety Projects	  <p>Safe Roads    Safe Speeds</p>
6. Increase Support of Transportation Safety Legislation and Policy	    <p>Safe Road Users    Safe Roads    Safe Speeds    Safe Vehicles</p>
7. Educate Road Users on the Relationship between Individual Behaviors and Crashes	 <p>Safe Road Users</p>



# 1. Facilitate Collaboration between Allied Agencies

Tracking Progress	Action #	Initiatives	Sub-Action #	Sub-Actions	Timeline
1) Number of allied agencies and organizations actively participating in regional Vision Zero Leadership Team  2) Number of informational sessions hosted for community partners by Space Coast TPO  3) Number of meetings/sessions attended	1.1	Expand and diversify existing regional Vision Zero Leadership Team by adding new members representing law enforcement, public health, and technical staff.			Near-Term
	1.2	Host Vision Zero Leadership Team meetings to share updates on crash data, resources, current activities, policy, funding opportunities, and other relevant safety information.			Annually
	1.3	Participate in relevant regional/statewide coalition, committee, and community meetings to advance the Space Coast TPO's Vision Zero priorities and collaborate on transportation safety efforts.			Annually
	1.4	Coordinate informational sessions to address implementation challenges identified by the Vision Zero Leadership Team, community partners, and/or stakeholders.			Annually
	1.5	Participate in webinars/trainings/etc. to stay informed on the latest best practices and updates as they relate to Vision Zero and the safety practice as a whole.			Annually





## 2. Increase Awareness of the Vision Zero Program, Objectives, and Actions

Tracking Progress	Action #	Initiatives	Sub-Action #	Sub-Actions	Timeline
<p>1) Number of visits to online, Space Coast TPO-hosted Vision Zero resources</p> <p>2) Number of local governments that incorporate Vision Zero language into their own planning documents</p> <p>3) Publication of local High Injury Network data</p> <p>4) Publication of updated Vision Zero Toolkit</p>	2.1	Incorporate Vision Zero program into existing Space Coast TPO actions and messaging.	2.1.1	Include Vision Zero branding on transportation safety materials and messages.	Annually
	2.1.2	Promote Vision Zero branding messaging that can be included in Space Coast TPO press releases, digital campaigns, etc.	Annually		
	2.1.3	Develop standard Vision Zero language that municipalities can incorporate into their own planning documents (like Comprehensive Plans).	Immediate		
	2.1.4	Maintain a public Vision Zero webpage with information, resources, trainings, and educational opportunities.	Annually		
	2.1.5	Develop a community of partner agencies (in communities most impacted by the High Injury Network) to disseminate safety and educational messages via a “grassroots” effort.	Annually		
	2.1.6	Engage with local decision-makers and system-designers about the importance of incorporating Vision Zero into policy and people-first roadway design.	Annually		
	2.2	Encourage and support local municipalities in developing their own Vision Zero Action Plans.	2.2.1	Update Vision Zero Toolkit resource to meet SS4A guidelines so municipalities can apply for Grant Funding.	Immediate
			2.2.2	Provide municipalities with updated High Injury Network data on an annual basis.	Annually



### 3. Improve Data Collection and Reporting

Tracking Progress	Action #	Initiatives	Sub-Action #	Sub-Actions	Timeline
1) Presentation of annual report	3.1	Maintain High Injury Network data on the State of the System Dashboard.			Annually
	3.2	Update High Injury Network data annually as part of State of the System reporting.			Annually
2) Annual State of the System Dashboard update	3.3	Produce annual Vision Zero report to track progress and update proposed actions. Present update to Space Coast TPO Board, Committees, and other interested groups.			Annually

DRAFT



## 4. Encourage and Support the Implementation of Proven Safety Countermeasures and People-First Roadway Design

Tracking Progress	Action	Initiatives	Sub-Action #	Sub-Actions	Timeline
	4.1	For upcoming resurfacing projects, continue identifying opportunities to incorporate Complete Street elements and advance Vision Zero objectives/actions. Add projects to the List of Project Priorities as needed.			Annually
	4.2	Complete a Speed Management Study using vehicular speed and crash data to identify a Critical Speed Management Network. This network should be the focus of potential traffic calming-type countermeasures.			Long-Term
1) Number of projects reviewed	4.3	Conduct a Lighting Screening Study on corridors where dark/unlit conditions are an observed crash to identify potential solutions. The initial focus should be on the High Injury Network but could be expanded to other corridors where lack of lighting would be deemed a risk factor for crashes.			Long-Term
2) Number of studies completed			4.4.1	Develop and provide a resource guide for low-cost, high-impact countermeasures to local partners.	Near-Term
3) Publication of countermeasure resource guide	4.4	Encourage and support the use of low-cost, high-impact countermeasures and quick-build demonstrations to facilitate near-term safety improvements.	4.4.2	Develop educational materials for quick-build demonstration best practices and share with local partners.	Near-Term
4) Number of school access meetings attended	4.5	Participate in Safe School Access Team meetings and attend field reviews/provide recommendations for school route concerns.			Annually
5) Number of evaluations completed post-construction	4.6	During reviews of other municipalities' plans, encourage support for land use, transportation demand management (TDM), and street design policies that support multimodal travel, reducing vehicle miles traveled (VMT) and dependence on single-occupancy vehicle trips.			Annually
	4.7	Provide technical support for School Routes Analyses (e.g., perform field reviews and provide recommendations) and Safe Routes to School Grants (e.g., student travel surveys, concept development, cost estimating, demographic analysis).			Annually
	4.8	Evaluate effectiveness of safety projects implemented in the County after construction is completed.			Long-Term



## 5. Identify Funding Opportunities and Resources for Transportation Safety Projects

Tracking Progress	Action	Initiatives	Sub-Action #	Sub-Actions	Timeline
1) Number of projects prioritized	5.1	Prioritize projects from the List of Targeted Safety Corridors in the annual update to the Space Coast TPO List of Project Priorities (LoPP).			Annually
2) Number of grant applications supported	5.2	Identify funding sources based on project type (e.g., Safe Streets for All (SS4A), Safe Routes to School (SRTS), etc.).			Immediate
	5.3	Support municipalities in obtaining grant funding for safety projects.			Near-Term



## 6. Increase Support of Transportation Safety Legislation and Policy

Tracking Progress	Action	Initiatives	Sub-Action #	Sub-Actions	Timeline
1) Publication of legislative priorities with safety items included	6.1	Include safety changes in Space Coast TPO legislative priorities and policy positions.			Annually
2) Number of meetings attended	6.2	Identify top three safety priorities and educate on legislation and policy to advance the initiatives at the state and local level.			Annually



## 7. Educate Road Users on the Relationship between Individual Behaviors and Crashes

Tracking Progress	Action	Initiatives	Sub-Action #	Sub-Actions	Timeline
1) Number of partnerships secured  2) Number of outreach events/presentations supported and hosted  3) Number of HVEs supported	7.1	Develop and implement education and outreach campaigns focused on safety.	7.1.1	Develop an education program to encourage safer driving behaviors for employees commuting to work and driving for work, identifying and leveraging existing partnerships with current employee benefits groups (e.g., wellness programs, commuter assistance programs, etc.) at major employer sites along the High Injury Network.	Near-Term
	7.1.2			Encourage Brevard Public Schools to utilize existing educational materials to promote safe walking, biking, and driving in elementary, middle, and high schools.	Near-Term
	7.1.3			Coordinate and support the distribution of free safety materials and resources (e.g., bicycle helmets, bicycle lights, reflective wear, etc.) in communities along the High Injury Network.	Immediate
	7.1.4			Work with FDOT and local partners to develop and disseminate consistent educational messaging in support of new roadway designs, installations, and technologies (e.g., diverging diamond interchange, displaced left turn intersections, Autonomous, Connected, and Electric vehicles, etc.).	Near-Term
	7.2	Coordinate with law enforcement agencies to conduct high-visibility education and enforcement operations along High Injury Network corridors.			Near-Term

**PRESENTATIONS  
ITEM NUMBER 6A**

**Member Orientation (Transportation Planning 101)**

*For further information, please contact: [Georganna.Gillette@sctpo.com](mailto:Georganna.Gillette@sctpo.com)  
Strategic Plan Emphasis Area: Linking Land Use with Transportation*

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**DISCUSSION**

Each year, the SCTPO provides a Member Orientation to familiarize new and existing members with functions, priorities, and strategic plan objectives.

SCTPO Executive Director Georganna Gillette will provide an overview of the nature of SCTPO, what we do, and your role as a member of the committee or governing board.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- Presentation will be emailed to members and posted to website when made available.

**REPORTS**  
**ITEM NUMBER 7A**

**Florida Department of Transportation (FDOT) Report**

*For further information, please contact: [Charles.koppennolle@dot.state.fl.us](mailto:Charles.koppennolle@dot.state.fl.us)  
Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

FDOT Staff will report to the Space Coast TPO Governing Board the status of various construction projects and engineering studies currently in progress in Brevard County.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- FDOT Project Status Report, December 31, 2023, **Attachment A**



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

719 South Woodland Boulevard  
DeLand, Florida 32720-6834

JARED W. PERDUE, P.E.  
SECRETARY

### Brevard County Project Status Update As of December 31, 2023

The following is a brief status update on major FDOT road construction projects in Brevard County as of the December cutoff. The next cutoff date is January 31, 2024. Information is also available on [www.cflroads.com](http://www.cflroads.com). For questions, please contact Jonathan Scarfe at 386-943-5791 or via email at [D5-MPOLiaisons@dot.state.fl.us](mailto:D5-MPOLiaisons@dot.state.fl.us).

#### **BREVARD COUNTY**

##### **Upcoming Projects:**

##### **433655-1: S.R. 500 at Hollywood Boulevard**

- Contract: T5791
- Contractor: Masci General Contractors, Inc.
- Intersection Improvements
- Project Cost: \$5.4 Million
- Estimated Start: January 2024
- Estimated Completion: Spring 2025
- Update: The estimated start date has remained the same. A pre-construction meeting occurred on December 12, 2023.
- Description: The purpose of this project is to implement turn lanes at S.R. 500 and Hollywood Boulevard.

##### **448636-1: S.R. A1A Safety Project**

##### **445867-1: S.R. A1A from Crescent Beach Dr to South of Minutemen Causeway**

- Contract: T5759
- Contractor: Carr Construction, LLC
- Safety Project
- Project Cost: \$3.9 Million
- Estimated Start: January 2024
- Estimated Completion: Late 2024
- Update: The estimated start date has remained the same. A pre-construction meeting occurred on December 8, 2023.
- Description: The purpose of this project is to implement safety improvements on S.R. A1A from Crescent Beach Dr to South of Minutemen Causeway.

##### **447092-1: NB U.S. 1 from Rocky Point Road to Malabar Road**

- Contract: T5805
- Contractor: VA Paving, Inc.
- Resurfacing

*Improve Safety, Enhance Mobility, Inspire Innovation*  
[www.fdot.gov](http://www.fdot.gov)



- Project Cost: \$3.3 Million
- Estimated Start: January 2024
- Estimated Completion: Late 2024
- Update: This project's estimated start date moved from February 2024 to January 2024 due to the pre-construction meeting occurring on December 19, 2023.
- Description: The intent of this project is to repave northbound U.S. 1 (Indian River Lagoon National Scenic Byway) from north of Rocky Point Road to Malabar Road (S.R. 514) in Brevard County to extend the life of the roadway.

### **Current Projects:**

#### **435657-1: S.R. 5/ U.S. 1 from Indian River County Line to north of Goat Creek**

- Contract: T5729
- Milling and Resurfacing
- Project Start: October 2022
- Estimated Completion: Early 2024
- Update: The contractor is finishing up paving, removing old equipment, and concrete work. The contractor will begin striping after paving.

#### **436125-1: Wickham Rd at I-95 Ramp Improvements and Mast Arms**

- Contract: T5742
- Roadway and Interstate Ramp Widening and Resurfacing
- Project Start: November 2022
- Estimated Completion: Spring 2024
- Update: The contractor is still testing Wrong-Way Detection and doing electrical work.

#### **439123-1 I-95 Ramp Improvements at S.R. 519 (Fiske Boulevard) and Barnes Boulevard**

- Contract: T5711
- Intersection Improvements
- Project Start: July 2021
- Completion: November 27, 2023
- Update: This project was final accepted on 11/27. It was not mentioned in the previous MPO/TPO report because it wasn't approved until December. It was backdated to 11/27.

#### **439157-1: S.R. 3/ Courtenay Parkway at Mustang Way Intersection**

- Contract: T5746
- Milling and Resurfacing
- Project Start: April 2023
- Estimated Completion: Early 2024
- Update: The contractor is working on paving corrections, little concrete work and placing handrails.

#### **440424-1 NASA Causeway Bridge Replacement**

- Contract: T5735
- Complete Bridge Replacement
- Project Start: December 2021
- Estimated Completion: Spring 2026
- Update: Eastbound bridge completed in June. Westbound bridge construction is still underway. Continual coordination with NASA.

**440424-2: Galaxy Way at Kennedy Parkway and varied locations along Space Commerce Way**

- Contract: T5777
- Widening
- Project Start: July 2023
- Estimated Completion: Summer 2025
- Update: The contractor is still placing an asphalt base throughout the project limits.

**441016-1: S.R. 528/ Beachline Expressway from U.S. 1 to east of S.R. 3**

- Contract: T5767
- Milling and Resurfacing
- Project Start: June 2023
- Estimated Completion: Early 2025
- Update: Ongoing paving operations throughout the project limits.

**442882-1: S.R. 500/ U.S. 192 from Osceola County Line to Brandywine/ Columbia Lane**

- Contract: T5741
- Milling and Resurfacing
- Project Start: May 2022
- Estimated Completion: Early 2024
- Update: The contractor has almost finished testing Wrong-Way Detection. The estimated completion has been changed from Late 2023 to Early 2024 because the contractor must wait on FPL for power.

**442883-1: S.R. 500/ U.S. 192 (5<sup>th</sup> Avenue) from Riverside Place to A1A**

- Contract: E58A3
- Milling and Resurfacing
- Project Start: February 2023
- Estimated Completion: Spring 2024
- Update: The contractor is still installing ITS throughout the project limits. The raised crosswalks will not be installed in this project. There are ongoing discussions pertaining to pedestrian and driver safety features.

**442885-1: S.R. 520/ W. King Street from Aurora Road to Hubert Humphrey Causeway**

- Contract: T5773
- Milling and Resurfacing
- Project Start: May 2023
- Estimated Completion: Late 2024
- Update: The contractor was temporarily pulled for an emergency project. The contractor is back on this project and is continuing working on sidewalks, curbs, and gutters on the westbound side of the project.

**443544-1: S.R. A1A from Esther Drive to St. Lucie Lane**

- Contract: T5726
- Pedestrian Improvements
- Project Start: January 2023
- Estimated Completion: Early 2024

- Update: There is a final walkthrough scheduled for this project, causing the estimated completion date to be Early 2024 as opposed to Late 2023.

**444992-1: US 1 from Miller Cove Road to Pineda Causeway**

**445215-1: US 1 from Post Road to Miller Cove Road**

- Contract: E50B8
- Resurfacing/Drainage Work
- Project Start: December 2023
- Estimated Completion: Spring 2025
- Update: The contractor is beginning drainage work under project 444992-1 at the north end of the project. The Project Engineer is coordinating with Castaway Marina because drainage structures run through their business.

**445395-1: S.R. 404 Pile Jackets on Relief Bridges**

- Contract: E55A2
- Pile Jacket Updates and Cathodic Protection
- Project Start: October 2022
- Estimated Completion: Early 2024
- Update: Little public impact. Work is being completed from the underside of the Bridges. The contractor is still finishing concrete work.

**445813-1: S.R. 518/ Eau Gallie Boulevard at Wickham Road**

**445835-1: S.R. 518/ Eau Gallie Boulevard at Croton Road**

- Contract: T5764
- Intersection Improvements
- Project Start: July 2023
- Estimated Completion: Summer 2024
- Update: The contractor is still working on paving and striping, and concrete work for corners, ramps, and curbs.

**445858-1: ITS NASA Boulevard from Wickham Road to S.R. 5**

- Contract: T5780
- ITS Improvements
- Project Start: July 2023
- Estimated Completion: Summer 2024
- Update: Little public impact. The contractor is still working on ITS installation.

**447085-1: S.R. 501 from S.R. 520 to Industry Road**

- Contract: E57B7
- Safety Project
- Project Start: September 2023
- Estimated Completion: Summer 2025
- Update: The contractor is working on drill shafts, curbs, gutters, and sidewalks on both the southbound side and northbound side of the project.

**447099-1: S.R. 500 from Hibiscus Road to Osceola County Line**

- Contract: E57B9
- Resurfacing
- Project Start: September 2023

- Estimated Completion: Summer 2024
- Update: Ongoing paving operations throughout the project limits.

**447135-1: S.R. 5 and S.R. 500 Bridge Repair/Rehab over Elbow Creek/St. Johns River –  
Bridges 700007 and 700008**

- Contract: E56B4
- Bridge Rehabilitation
- Project Start: October 2023
- Estimated Completion: Early 2024
- Update: Little public impact. Work is being completed from the underside of the bridges. The contractor is still reviewing final inspections.

**REPORTS**  
**ITEM NUMBER 7B**

**Bicycle, Pedestrian, and Trails Advisory Committee (BPTAC) Report**

*For further information, please contact: [Sarah.Kraum@sctpo.com](mailto:Sarah.Kraum@sctpo.com)*

*Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

Staff will report on Bicycle, Pedestrian, & Trails Advisory Committee (BPTAC) and related Space Coast TPO activities.

The BPTAC met on January 29, 2024, with the following action items and presentations:

- Approval of Work Order 24-10K: North Merritt Island Pioneer Trail Scope of Services
- BPTAC Strategic Visioning Workshop

Next meeting will be held on April, 29, 2024.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- Draft December 4, 2023, BPTAC Meeting Minutes, **Attachment A**



## Bicycle, Pedestrian, and Trails Advisory Committee

Viera Government Center  
Florida Room, Bldg. C, 3<sup>rd</sup> Floor



Meeting Date: Monday, December 4, 2023  
5:30 P.M.

### MEETING MINUTES

#### Agenda

1. **Call to Order and Pledge of Allegiance**
2. **Public Comment (non-agenda items only)**
3. **Reports**
  - A. Director's Report
  - B. Trails Report
  - C. FDOT Report
4. **Consent Agenda** (The entire Consent Agenda will be passed in one motion and read aloud for the record)
  - A. Approval RE: SCTPO BPTAC Meeting Minutes – September 18, 2023
5. **Action Items**
  - A. Approval RE: BPTAC Election of Officers and Representatives
  - B. Approval RE: 2050 Long Range Transportation Plan Goals and Objectives
6. **Presentations**
  - A. BPTAC Roles and Responsibilities
7. **Member Comment (non-agenda items only)**
8. **Adjourn**

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### ***BPTAC Committee Members Present:***

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Tim Craven, *BOCC Planning & Development*  
 Todd Corwin, *City of Melbourne*  
 Nicholas Gow, *City of Titusville*  
 Murray Hann, *Trail Partners*  
 Carl Kaiserman, *Citizen of Melbourne*  
 Angelika Keene, *UFIFAS Extension*  
 Wesley Park, *Citizen of Cocoa*  
 Pete Petyk, *City of Titusville*  
 Jim Scherff, *Space Coast Area Transit*  
 Devin Swanson, *BOCC Public Works*  
 Drew Thompson, *Citizen of Malabar*  
 Alan Woolwich, *BOCC Housing/Human Services*

### ***Others Present:***

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Laura Carter, *Space Coast TPO Staff*  
 Eric Dirschka  
 Ruth Dirschka  
 Debbie Flynn, *Space Coast TPO Staff*  
 Georganna Gillette, *Space Coast TPO Staff*  
 Sarah Kraum, *Space Coast TPO Staff*  
 Zoe McNeely, *Space Coast TPO Staff*  
 Stephanie Moss, *FDOT*  
 Frank Watanabe, *City of Palm Bay*

### ***Item 1. Call to Order and Pledge of Allegiance***

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Angelika Keene, Chair, called the meeting to order at 5:31 p.m. All participated in the Pledge of Allegiance.

### ***Item 2. Public Comment***

---

A public statement was made by Eric Dirschka about a possible sidewalk for S.R. 405 Columbia Boulevard in Titusville. FDOT sent a letter to notify residents about upcoming improvements to the corridor. He inquired for details and the project manager apologized for a mistake in the letter and said that the addition of the sidewalk has been deleted.

Sarah Kraum commented that the SCTPO will be meeting with FDOT and that this issue will be discussed. Kraum and Gillette expressed the need to confirm the project and its specifics.

Murray Hann proposed that the project be further researched and supported as it was presented to the public.

***Motion by Murray Hann, second by Pete Petyk to support the project as it was presented to the public. Hearing no objections, the motion passed unanimously.***

### ***Item 3A. Director's Report***

---

Georganna Gillette, Executive Director, advised the Bicycle, Pedestrian, and Trails Advisory Committee of any pertinent items not covered on the agenda.

- Public Engagement and Outreach Events
- 2024 Legislative Priorities and Policy Positions
- Ellis Road INFRA Grant Fact Sheet

Pete Petyk commented on e-bike etiquette and suggested that there should be education on the rules of the road prior to purchasing an e-bike. Georganna Gillette and Stephanie Moss responded that Shelby Villatoro, SCTPO Education & Outreach Coordinator, brought it up at a statewide meeting and that safety information is in development.

Drew Thompson commented the etiquette of e-bikes on the sidewalk should be included in the educational material. Murray Hann commented on other safety issues, such as riding with traffic instead of against and using cell phones while riding. Alan Woolwich commented that other motorized micromobility devices can move at a high speed as well and there is much more to regulate.

### ***Item 3B. Trails Report***

---

Debbie Flynn, SCTPO Transportation Planner, presented the trails report. Report discussed the Indian River Lagoon National Scenic Byway (IRLNSB) Coalition meeting held on November 2, 2023. As well as provided an update on FDOT SUN Trail funding for the North Merritt Island Pioneer Trail Feasibility Study and the design for East Coast Greenway/US 1 trail from SR 50 Grace Street within the City of Titusville.

Debbie Flynn, SCTPO Transportation Planner also informed the BPTAC on a bike design workshop presented by FWHA staff attended on November 28<sup>th</sup> and 29<sup>th</sup>.

### ***Item 3C. FDOT Report***

---

FDOT Bicycle and Pedestrian Coordinator, Stephanie Moss reported on the FHWA bike design workshop. She also reported that two midblock pedestrian signals went live in the City of Cocoa Beach on December 4, 2023. There will be an outreach event on Friday, December 15<sup>th</sup> from 12pm – 3pm at Lori Wilson Park to educate people on how to use the new devices.



## Consent Agenda

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### **Item 3A. Approval SCTPO BPTAC Meeting Minutes – September 18, 2023**

Staff has prepared draft minutes for the Bicycle, Pedestrian, and Trails Advisory Committee (BPTAC) from their meeting conducted on September 18, 2023.

***Motion by Alan Woolwich, seconded by Drew Thompson to approve BPTAC meeting minutes from September 18, 2023. Hearing no objections, the motion passed unanimously.***

## Action Items

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### **Item 5A. Approval RE: BPTAC Election of Officers and Representatives**

Elections are held for the Space Coast TPO at the final meeting of the calendar year. All elected and appointed Officers will serve for the period 01/01/2024 – 12/31/2024. Devin Swanson made a motion to nominate Angelika Keene to remain as Chair. Drew Thompson made a motion to nominate Alan Woolwich to remain as Vice Chair. Debbie Flynn facilitated nominations for one BPTAC member to join the Southern Brevard Trails Master Plan Working Group. Drew Thompson nominated Murray Hann to be appointed as the Working Group Member. Devin Swanson seconded the motion.

***Motion by Murray Hann, second by Drew Thompson to approve the ballot of BPTAC officers and representatives. Hearing no objections, the motion passed unanimously.***

### **Item 5B. Approval RE: 2050 Long Range Transportation Plan Goals and Objectives**

Staff provided a brief overview and presentation on the 2050 Long Range Transportation Goals and Objectives.

Todd Corwin asked if there is a separate working group for the Transit Development Plan (TDP). Sarah Kraum commented that there is a TDP subcommittee which is a smaller group of transit users, professionals, and required agencies.

Alan Woolwich commented that equity plays into each category of the Long-Range Transportation Plan (LRTP) and asked if the language can be adjusted to emphasize that. Sarah Kraum commented that these goals and objectives are currently a work in progress and that there will be a performance measure for each objective that will showcase how equity is being included.

Pete Petyk commented congratulations to the Space Coast TPO for their focus on safety and vulnerable road users over the years.

Carl Kaiserman commented that he does not know where rail is fitting into the multimodal plan. Sarah Kraum commented that within the TDP objectives, the intermodal station is mentioned, and the station will also be mentioned in the LRTP.

Tim Craven agreed with Alan Woolwich's comments that language should be included regarding social equity. Sarah Kraum commented that there are layers that will focus on different aspects of social equity and the connectivity of underserved communities.

***Motion by Drew Thompson, second by Murray Hann to approve the 2050 Long Range Transportation Plan Goals and Objectives. Hearing no objections, the motion passed unanimously.***

## ***Item 6. Presentations***

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### **Item 6A. BPTAC Roles and Responsibilities**

Staff presented the annual member orientation, discussed bicycle, pedestrian, and trail programs, and the roles and responsibilities of the BPTAC.

BPTAC members and staff discussed direction of the strategic workshop to be held in January 2024 to help define the vision, roles, and responsibilities of the BPTAC.

Drew Thompson commented that knowing where the BPTAC has been will help determine where the Committee needs to go in the future.

## ***Item 7. Member Comment***

---

Carl Kaiserman commented that he would like to see the upcoming events that are usually included in the SCTPO "Get Involved Gazette". Sarah Kraum responded that Abby Hemenway is catching up on these from returning from maternity leave and will be resuming regularly scheduled newsletters soon.

## ***Item 7. Adjourn***

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Hearing no further comment the meeting was adjourned by Angelika Keene at 6:57 p.m.

**REPORTS**

**ITEM NUMBER 7C**

**Space Coast Area Transit Report**

*For further information, please contact: [Debbie.Flynn@sctpo.com](mailto:Debbie.Flynn@sctpo.com)*

*Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

Space Coast Area Transit will provide an update on recent activities and any changes to the transit system.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- None

**REPORTS**  
**ITEM NUMBER 7D**  
**Public Engagement Report**

*For further information, please contact: [abby.hemenway@sctpo.com](mailto:abby.hemenway@sctpo.com)  
Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

The Space Coast TPO's Public Involvement Officer will provide updates on public participation efforts and initiatives.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- Public Outreach & Engagement Report: Jan/Feb 2024, **Attachment A**



## Public Safety Outreach Wins



### January 2024

The Board of County Commissioners approves a resolution of support for the Best Foot Forward Pedestrian Safety Program's expansion into Brevard.

### January 2024

Florida's "Move Over" law, which previously required drivers to move over a lane for stopped emergency and service vehicles, was expanded to include disabled vehicles.

**CROSSING GUARD APPRECIATION DAY**  
**FEBRUARY 2, 2024**

Get free resources and ideas for how to celebrate your crossing guard at [sctpo.com](http://sctpo.com).

## Upcoming Safety Trainings

**BECOME A CERTIFIED HELMET FITTER**

Get access to free helmets, safety resources, and more!

**MONDAY, FEBRUARY 12, 2024**

9:00 AM - 12:00 PM

HOLMES REGIONAL MEDICAL CENTER  
 1350 HICKORY STREET  
 MELBOURNE, FL 32901

**REGISTER:** [bit.ly/212HelmetFit](http://bit.ly/212HelmetFit)

HealthFirst TPO

**February 12, 2024**  
 Helmet Fit Training - HealthFirst/Brevard Community

**BECOME A CERTIFIED HELMET FITTER**

Get access to free helmets, safety resources, and more!

**FRIDAY, FEBRUARY 16, 2024**

9:30 AM - 12:00 PM

FDOT D5 DISTRICT OFFICE  
 719 S. WOODLAND BLVD.  
 DELAND, FL 32720

**REGISTER:** [bit.ly/216HelmetFit](http://bit.ly/216HelmetFit)

FDOT TPO

**February 16, 2024**  
 Helmet Fit Training - FDOT D5

# Upcoming Outreach Events



**February 3 - March 15, 2024**  
Spring Into Fitness Challenge



**February 24, 2024**  
Ride It Down - Titusville Community Bike Ride

# Upcoming Social Media Topics



**February 2024**  
Hit & Run Awareness Month



**Feb. 9 - 11, 2024:**  
Super Bowl LVIII: Drunk Driving Campaign

# BLACK HISTORY MONTH

The SCTPO will be highlighting individuals who were major influencers in transportation.



## Stay Connected



-  @SCTPO
-  @SPACECOASTTPO
-  SPACE COAST TPO
-  SCTPO
-  [WWW.SPACCOASTTPO.COM](http://WWW.SPACCOASTTPO.COM)



**REPORTS**  
**ITEM NUMBER 7E**  
**Local Government Report**

*For further information, please contact: [georganna.gillette@sctpo.com](mailto:georganna.gillette@sctpo.com)  
Strategic Plan Emphasis Area: Leadership*

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**DISCUSSION**

The Space Coast TPO's Public Involvement Officer will provide updates on public participation efforts and initiatives.

**REQUESTED ACTION**

As desired by the Space Coast TAC/CAC.

**ATTACHMENTS**

- None



# SPACE COAST TRANSPORTATION PLANNING ORGANIZATION GLOSSARY OF TERMS

## Acronyms and Abbreviations

<u>Acronym</u>	<u>Full Name</u>
ADA	Americans with Disabilities Act
AMPO	Association of Metropolitan Planning Organizations
ATMS	Advanced Traffic Management System
BMBA	Brevard Mountain Bike Association
BOCC	Board of County Commissioners
BPTAC	Bicycle/Pedestrian and Trails Advisory Committee
CAC	Citizens Advisory Committee
CFMPO	Central Florida Metropolitan Planning Organization
CIGP	County Incentive Grant Program
CMS	Congestion Management System
CRA	Community Redevelopment Agency
CTST	Community Traffic Safety Team
ECFRPC	East Central Florida Regional Planning Council
ECRRT	East Central Florida Regional Rail Trail
EPA	Environmental Protection Agency
ETDM	Efficient Transportation Decision Making
FAST ACT	Fixing America's Surface Transportation Act
FDOT	Florida Department of Transportation
FEC	Florida East Coast Railroad
FHWA	Federal Highway Administration
FM	Financial Management
FS	Florida Statute
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographical Information System
GMSC	Growth Management Subcommittee
GPC	General Planning Consultant
G/W	Goes With
ITS	Intelligent Transportation System
LAP	Local Agency Program
LOGT	Local Option Gas Tax
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 <sup>st</sup> Century
MPO	Metropolitan Planning Organization
MPOAC	Metropolitan Planning Organization Advisory Council
PD&E	Project Development & Environment
PPP	Public Participation Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SCAT	Space Coast Area Transit
SJHP	St. John's Heritage Parkway
SJRWMD	St. Johns River Water Management District
SR	State Road
SU	Surface Transportation Block Grant Program Urban
TAC	Technical Advisory Committee
TDP	Transit Development Plan
TDLCB	Transportation Disadvantaged Local Coordinating Board
TIP	Transportation Improvement Program
TPO	Transportation Planning Organization
TRIP	Transportation Regional Incentive Program
UPWP	Unified Planning Work Program

**MISSION:** To plan a transportation system that enhances quality of life and economic development by engaging the community.

**VISION:** Provide a safe, multimodal, innovative, and resilient transportation system for all.

**Leadership**

Represent and promote the Space Coast TPO

**Priority Actions:**

- Report TPO actions and policies to Councils/Boards
- Share TPO social media posts and news
- Pursue leadership development opportunities

**Performance Measure:**

Implement Governing Board Strategic Plan



**Safety**

Implement a safe transportation system for all users

**Priority Actions:**

- Support implementation of Vision Zero Action Plan
- Support innovative safety counter measures

**Performance Measure:**

Prioritize a Safe System Approach Pilot Project on a High Injury Network Corridor



**Linking Transportation & Land Use**

Plan a network that provides transportation choices

**Priority Actions:**

- Participate in 2050 Long Range Transportation Plan development
- Explore opportunities to connect transportation hubs

**Performance Measure:**

Adopt Plans, Projects, and Programs that Increase Transportation Choices



**Resiliency & Sustainability**

Plan for a resilient and sustainable transportation system

**Priority Actions:**

- Participate and share Resiliency Public Engagement campaign and activities
- Keep utility departments and stakeholders informed

**Performance Measure:**

Adoption of Transportation Resiliency Master Plan



**Technology & Data**

Implement technology to enhance reliability of the transportation system

**Priority Actions:**

- Continue funding support of TSMO
- Encourage municipalities to develop transportation technology and data sharing policies

**Performance Measure:**

Launch Data Dashboard

